

June 2, 2025, Mayville City Council

The Mayville City Council met in regular session on June 2nd, 2025, at 6:00 pm in the council chambers with Mayor Jorgenson presiding and the following Aldermen responding to call of the roll: Halvorson, Soholt, Moen. Absent: O'Brien, Petersen. Also, in attendance: Gail Olstad, Julie Christianson, Cassie Tostenson, Cole Short. Brandon Reber from Moore Engineering was also present.

Mayor Jorgenson made the appointment of Wendy Garrett to Council: Soholt made the motion to ratify mayor's appointment of Wendy Garrett as Bill Bohnsack's replacement on council at 6:02p. Halvorson seconded the motion, the motion carried.

Councilman Bill Bohnsack passed away thus submitting his resignation 5-1-25 and creating a vacancy on the Mayville City Council:

The process to find a replacement for the remainder of Bill's term starts with a 15-day waiting period. During that time, there is an opportunity for citizens to request a special election before 4pm of the fifteenth day of the date of the vacancy. If the waiting period expires without a valid special election petition request, the Mayor can then appoint a replacement.

Per ND Century Code 40-08-08 Vacancies on council – How filled.
This being after the 15th day of the date of the vacancy – 4pm of 5-16-2025, I hereby appoint Wendy Garrett to fill the Mayville City Council vacancy.

Mayor: _____
Karl Jorgenson

5-17-2025
Date

Attested:

City Auditor

Wendy Garrett has joined the meeting.

Moen made a motion to accept the approval agenda on the following items:

1. **May 5, 2025, minutes (Monthly meeting)**
2. **Auditor's Office Approvals:** MayPort Community Club – Raffle – 6/28/25; MayPort Community Club – parade permit – 6/28/25; Ohana Shaved Ice – Food Truck – good through 5/28/26.
3. **Surplus Sale – It went well!! We received \$24,654.60**
4. **Water Tower Interior Refurbishment** – Plan for week after July 4th.
5. **Physical Inventory this year** – Julie has handed the inventory lists to each division to do their physical inventory. Fire Department and Library yet to be received.
6. **Clean up Days – May 10th-24th.** Tom thought around 240 residents used the landfill during clean up days.
7. **Julie has done a second round of blight around town.** Quite a few have not taken care of their property.
8. **The City Attorney**, after reporting it to the Sheriff's Department, has been sent some pictures of a resident/contractor that is illegally dumping at the landfill.
9. **The City Attorney** has created a draft Resolution for the Mayville Public Comment Policy. Please review, to be discussed at the end of June Committee Meetings.
10. **County Tax Equalization:** Mayville should be represented tomorrow – Tuesday June 3rd 9am.
11. **CCR for H2O due July 1st: Completed.**
12. **Cemetery Contractors have increased their Liability Insurance per the City's request.** Physical Plant has given the approval to pay the May cemetery payment.
13. **MayPort EDC Meeting:** First Thursday of each month at Tommy's.

Soholt seconded the motion, motion carried.

**ENGINEER'S AGENDA
City of Mayville Council Meeting
Monday, June 2, 2025**

1.0 Street & Storm Improvement District 2022-1

1.1 Remaining and Corrective Work

2.0 Sewer & Water Improvement District 2022-2

2.1 Construction Update

2.2 Substantial and Final Completion

2.3 Luther Parking Lot

2.4 CAP #7 - \$636,007.50

3.0 Mayville Dam 2

3.1 OHF Application recap

3.2 Bid Award

3.3 Next Steps

3.3.1 Award Project

3.3.2 Preconstruction Meeting

3.3.3 Construction

Street & Storm Improvement District 2022-1

Brandon Reber mentioned that he last heard from R.J. Zavoral last Friday. They would like to start with the punch list within a couple of weeks. Crack and Chip sealing needs to be completed this year.

Sewer & Water Improvement District 2022-2

Brandon Reber stated that all the paving is done and KPH is working on the punch list. The parking lot at the Luther Memorial Home needs patching to be done yet. Brandon brought an invoice for KPH Inc \$636,007.50. Brandon said that KPH was 17 days over from last year so taking those days by \$2,000/day for liquidated damages gives us a total of 34,000 to take off from that invoice. Moen made the motion to approve **Payment No. 7 to KPH, Inc for Sewer/Water \$602,007.50**. Halvorson seconded the motion and upon a roll call vote the following voted; Yea: Moen, Garrett, Soholt, Halvorson; Nay: Zero; Absent: O'Brien, Petersen.

Mayville Dam 2

Brandon Reber stated that the OHF Application has been kicked to September 30th instead of June 3rd (as they should have more money then). The Dam Bid was awarded to Comstock Contracting out of Wahpeton ND. The base bid was \$3,532,234.00 and the alternate bid was \$251,166.00 for a total of \$3,783,400.00. We will be having a pre-construction meeting with Comstock Contracting but the meeting has not yet been scheduled. Moen made the motion to accept the bid for the Dam Project at \$3,783,400.00 with the stipulation that we don't have to do the alternate if there is no money available for that with Comstock Contracting. Halvorson seconded the motion and upon a roll call vote the following voted; Yea: Soholt, Garrett, Halvorson, Moen; Nay: Zero; Absent: Petersen, O'Brien

**CITY OF MAYVILLE
MAYVILLE DAM #2 REPAIR AND REPLACEMENT**

Council Member Moen introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING BIDS IN THE MAYVILLE DAM #2 REPAIR AND REPLACEMENT, CITY OF
MAYVILLE, NORTH DAKOTA**

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor; and

WHEREAS, the Engineer for the City of Mayville has made and filed a care and detailed statement of the estimate cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

A bid was received with a base bid price of \$ 3,532,234.00 from Comstock Construction Inc. along with the Alternate 1 in the amount of 251,666 contracts which were the lowest bids received; that said bids were accompanied by the required bidder's bond and in conformity with the provisions of Chapter 48-01.1-05 of the N.D.C.C.

That the Engineer for the City of Mayville has made and filed with the City Council a careful and detailed statement of the estimated cost of said work in said improvement district;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby award to Comstock Construction Inc. and that the Mayor and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

See attach bid tabulation attached hereto as Exhibit A.

APPROVED:

Karl Jorgenson, Mayor

ATTEST:

Gail Olstad, City Auditor

The Motion for the adoption of the foregoing resolutions was duly seconded by council member Halvorson. On a roll call vote the following council members voted aye: Soholt, Moen, Garrett, Halvorson. The following council member voted nay: none. The following council members were absent and not voting: Petersen, O'Brien. The majority having voted aye, the motion carried the resolution was adopted.

Soholt made the motion to approve May actual and June estimated expenses.

21682	Acme Tools	streets	repair/maintenance - chain saw	\$44.98
21683	Aflac	all	insurance	\$490.66
21684	Aflac Inc (Argus Dental & Vision	all	insurance	\$268.43
21685	Agassiz Sales	streets	maint/operation	\$172.84
21686	Alexis Whitehorn	library	books	\$155.02
21688	Baker & Taylor	library	books	\$413.23
21689	Book Systems Inc	library	office supplies	\$82.24
21690	Brite-Way Window Cleaning	armory & city hall	misc	\$320.00
251691	Butler	waste water collection	repair on generator-Main Lift	\$3,480.27
21691	Butler	waste water collection	repair on generator-Riverwood	\$6,819.95
21692	Canon Financial Services	all	lease on copiers	\$350.96
21694	Dakota Natural Gas	streets	heating	\$39.59
21695	Dakota Natural Gas	fire dept	heating	\$70.32
21696	Dakota Natural Gas	water treatment	heating	\$19.57
21697	Demco	library	office supplies	\$254.02
21698	ECRWD	water treatment	purchase of raw water	\$5,821.47
21699	Elan Financial Services	auditor	software support	\$312.75
ACH	Empower	all	retirement	\$2,824.83
21700	F/S Manufacturing	streets	rolling sprayer - equipment	\$680.00
21701	Farmers Union Oil	all	fuel for vehicles/maint	\$476.78
21702	Ferguson Waterworks	water distribution	meters & tools	\$3,386.76
21703	Front Precision	street & storm	mach & equipment	\$9,877.82

21704	Goose River Bank	w dist & ww coll & treat	collection fee	\$19.29
21705	Grand Forks Utility Billing	water treatment	samples	\$88.00
21706	Hawkins	water treatment	chemicals	\$1,223.43
21707	Hillsboro Banner	emergency, sani, non-dept	printing	\$2,209.27
21708	Hub International	water distribution	liability insurance	\$73.00
21709	Hydrant Mechanical LLC	water distribution	repair/maintenance	\$2,916.80
21711	K & B Towing	non-dept	misc	\$100.00
21712	Lofflers	all	software for copiers	\$243.69
21713	Lovro Electric LLC	library restoration	repair/maintenance	\$498.63
21680	LMN Lawn Care	cemetery	monthly payment	\$3,616.67
21710	MaxAir LLC			\$3,790.15
21714	MayPort Auto & Truck Parts	streets	maint/operation	\$183.83
21715	MayPort Hardware Hank	all	maint/operation	\$329.01
21739	Mayville Airport Authority	airport	May rec'd in June	\$1,453.40
21716	Midcontinent Communications	all	internet & phones	\$1,428.00
21717	Miller's Fresh Foods	city hall	misc	\$36.95
21718	Miller's Fresh Foods	library	Community Serv Projects	\$29.82
21740	MPEDC	sales tax	April rec'd in May	\$7,013.58
21719	Municipal Service Co Inc	water treatment	repair/maintenance	\$2,140.00
ACH	NDPERS	all	insurance	\$4,266.90
21720	Network Center	all	Office 365, anti-virus, backups	\$738.00
21721	Nilson Brand Law	emergency, streets,gen	legal issues	\$1,312.50
21722	One Call Concepts	water dist & ww coll	maint/operation	\$37.05
21723	Paulson Gravel Service	city hall	snow removal hired	\$80.00
21724	Polar	auditor	lease on phones	\$59.00
21725	Precision Electric	water treatment	maint/operation	\$275.00
21726	Reliance Standard Life Insurance	all	insurance	\$191.75
21727	Soholt Bakery	city hall	misc	\$26.00
21728	Stein's Inc	armory	maint/operation	\$107.75
21729	Traill County Treasurer	sheriff	monthly payment	\$26,587.97
21730	USA Blue Book	water treatment	maint/operation	\$403.37
21731	USA blue Book	water treat & water dist	maint/operation	\$359.11
21732	USPS	w dist & ww coll & treat	postage for water bills	\$339.74
21733	Valley United Co-op	streets	chemicals	\$541.21
21734	Verizon	all	cell phones	\$376.87
21735	Vestis	all	rugs	\$524.73
21736	Waste Management	sanitation	garbage & recycling	\$26,862.84
21737	Wigen Water Technologies	water treatment	maint/operation	\$14,891.52
21738	Xcel Energy	all	electricity	\$8,353.16

H2O Deposits refunded

21687	Alissa Foster		\$126.16
21693	City of Mayville (Alissa Foster)		\$23.84
			<u>\$150,240.48</u>

Halvorson seconded the motion, motion carried.

Approval of financial reports: 2025 Financials are reconciled through February 2025 and entered thru April – 2025. Most of the City's closing entries are entered – Dec 2024 balances will not come into the 2025 statement until year is closed. Financials tabled this month.

Review Calendars: June, July, August & September 2025: Note: City Offices closed for the following holidays: Independence Day 07/04/2025 and Labor Day 09/01/2025. Physical Plant 7a 07/02/25, 07/30/25, 09/03/25; Admin 4:30p 06/02/25, 07/07/25, 08/04/25, 09/08/25; Council 6p 06/02/25, 07/07/25, 08/04/25, 09/08/25. Note: 9a Tuesday June 3rd, 2025 County Tax Equalization; June 2nd – **Call of remaining Temporary Improvement Bonds**; June 2nd – USDA Loan/Bonding; June 3rd – **Industrial Commission/OHF** Mayville's Request for funds to do Alternate 1 at the dam site; **June 18** – USDA Loan Closing; **July 3rd** – Payoff Bonds; **Water Tower Interior Refurbishment** – July 7 for 6-8 weeks; **Labor Day falls on Monday September 1** – Council moved to September 8th. Committee meetings: Council meetings are on the first Monday in the month unless it is a holiday, then they are held the second Monday. The Physical Plant Committee is 7a the Wednesday preceding Council and Admin Committee is held Council Monday 4:30pm. Exceptions that arise to these committee and council meeting dates will be reviewed at the monthly City Council meetings. Halvorson made the motion to accept the calendars as presented. Garrett seconded the motion, the motion carried.

Halvorson made the motion to approve the Auditor's bond.

Resolution Setting Auditor Bond Limit

Whereas, The City of Mayville is covered by a blanket bond by the North Dakota state bond fund; and,

Whereas, the North Dakota state bonding fund provides fidelity bond coverage for the city employees and public officials in dealing with public funds; and,

Whereas, the bond is fixed by the city governing body and set by resolution as outlined in NDCC 40-13-02; and,

Whereas, at the June 2nd, 2025 regular City Council meeting of the Mayville City Council the current bond limits were reviewed and found to be sufficient.

Now, therefore, be it resolved by the city council of the city of Mayville, North Dakota, that the auditor bond coverage by the state bonding fund in the amount of two dollars (\$2,000,000) ,has been reviewed and found sufficient.

Dated this 2nd, day of June 2025

Soholt seconded the motion and upon a roll call vote the following voted:

Yea: Garrett, Soholt, Moen, Halvorson Nay: 0; Absent: O'Brien, Petersen

Attest: _____ Mayor: _____
Gail Olstad, City Auditor Karl Jorgenson

Second Reading of the Changes to the City of Mayville 1979 Ordinances to allow Special Permit Open Burning in the Bowl.

A RESOLUTION AMENDING ARTICLE 5 OF THE CITY OF MAYVILLE ORDINANCES REGARDING FIRE HAZARDS AND THE PROHIBITION OF BURNING WITHIN CITY LIMITS

Article 5 is hereby amended to read as follows:

"No person shall purposely set any fire in any open private or public place within the confines of the city limits of the City of Mayville unless a permit for such burning has first been issued by the City of Mayville in accordance with this ordinance.

Permits may only be issued to sponsoring organizations and must meet the following conditions:

a. **Permit Fee:** A non-refundable permit fee of \$25.00 shall be paid at the time of application.

b. **Permitted Materials:** Only clean, untreated wood may be burned. Burning of garbage, refuse, pallets, or any materials containing metal is strictly prohibited.

c. **Designated Location:** All permitted bonfires must occur only in the designated area known as "the Bowl."

d. **Cleanup Requirement:** All remains and debris must be fully cleaned up by the sponsoring organization within one (1) day following the event.

e. **Required Documentation for Permit Application:**

1. A written letter of approval from the Mayville Fire Department, confirming their presence at the event and that no state or county-wide Red Flag Warning is in effect on the proposed date.
2. A written letter of approval from the Traill County Sheriff's Department.
3. A written letter from the head of the sponsoring organization, including:
 - i. A certificate of liability insurance naming the City of Mayville as an additional insured.
 - ii. The date, time, and anticipated duration of the event.
 - iii. Confirmation of responsible adult supervision during the event.

f. **Council Approval:** Once all required documents are submitted, the application must be reviewed and approved by the City Council before a permit is issued.

Effective Date:

This resolution shall take effect immediately upon its passage and adoption.

ADOPTED by the City Council of the City of Mayville this 2nd day of June 2025.

Mayor: _____
Karl Jorgenson

ATTEST:
City Auditor: _____
Gail Olstad

First Reading: _May 5th, 2025_____

Second Reading: _June 2nd, 2025_____

For: Moen, Garrett, Halvorson, Soholt_____

Against: Zero_____

Abstain: Zero_____

Absent: O'Brien, Petersen_____

Moen made the motion to sign the contract authorizing the Office of State Tax Commissioner to administer the City of Mayville's Local Sales, Use and Gross Receipts taxes for the 2025-2027 biennium. Soholt seconded the motion and upon a roll call vote the following voted; Yea: Halvorson, Soholt, Moen, Garrett; Nay: Zero; Absent: Petersen, O'Brien.

PCL the Contractor for the MSU Remodel is asking if the contractors can park on the South side of 3rd St NE from 3rd Ave NE to 4th Ave NE in front of the Old Main Remodel not shutting down but for parking. Soholt made the motion to accept this proposal as presented. Moen seconded the motion, the motion carried.

An offer has been presented for the Stennes property located at 130 4th Ave SE. The offer is \$4,000 plus the State Lien of \$1,600. Buildings to be demolished and new structure built. Halvorson made the motion to accept this bid as presented. Moen seconded the motion and upon a roll call vote the following voted; Yea: Halvorson, Garrett, Moen, Soholt; Nay: Zero; Absent: O'Brien, Petersen.

Halvorson made the motion to approve the Mayor and the Auditor to proceed with the USDA Loan Documents. Soholt seconded the motion and upon a roll call vote the following voted; Yea: Garrett, Soholt, Moen, Halvorson; Nay: Zero; Absent: Petersen, O'Brien.

Member Halvorson introduced the following resolution and moved for its adoption:

RESOLUTION CREATING FUND FOR
SEWER AND WATER IMPROVEMENT DISTRICT NO. 2022-2 PROVIDING FOR AND
APPROPRIATING SPECIAL ASSESSMENTS AND THE ASSIGNMENT OF NET REVENUES
FOR ITS SUPPORT AND MAINTENANCE AND DIRECTING ISSUANCE OF AN IMPROVEMENT
WARRANT THEREON

BE IT RESOLVED by the governing body of the City of Mayville, Traill County, North Dakota (the "Issuer"), as follows:

1. The total cost of the sewer and water improvement project to the Issuer is estimated to be \$3,680,000, including all engineering, inspections, fiscal and legal expenses, and is to be paid by the receipt from the United States of America of a Rural Utilities Service Grant in the sum of \$1,200,000, Issuer contributions in the amount of \$682,000, and the issuance of an improvement warrant to the United States of America in the sum of \$1,798,000 (the "Improvement Warrant"). The funds received from the sale of the bond and the above grants will be used for the cost of construction of the project.

2. There is hereby created a special fund of the Issuer to be designated "Sewer and Water Improvement District No. 2022-2 Fund," which shall be continued and maintained until the Improvement Warrant herein authorized and all other warrants made payable from said fund, together with interest thereon, shall have been redeemed and paid.

(a) In said fund there shall be maintained two separate subfunds or accounts, to be designated as "Construction Account," and "Principal and Interest Account," respectively.

(b) There shall be credited to the Construction Account of said fund the proceeds of sale of all improvement warrants drawn on such fund (other than accrued interest, and other than sums which may be designated as representing interest during construction), and all other moneys which the governing body may appropriate or may receive as a grant to defray expenses of making the improvement. The Construction Account shall be established as a separate "supervised bank account" if required by the United States of America. Amounts in said account in excess of F.D.I.C. insurance limits shall be secured by the depository bank by appropriate pledge of security. All costs and expenses of making the improvement for said district, as described in the resolution creating said district, shall be paid from time to time as incurred and allowed from said Construction Account, upon construction account warrants signed by the Mayor and City Auditor and countersigned, if applicable, by the United States of America or its authorized delegate, and the moneys in said account shall be used for no other purpose; provided, that if upon completion of said improvement and approval thereof by the engineer there shall remain any unexpended balance in said Construction Account, such balance shall be refunded to United States of America and applied to the loan and/or grant account of that agency.

(c) There shall be credited to the Principal and Interest Account of said fund the entire amount of all special assessments levied for said improvement as herein agreed, and all accrued interest received upon delivery of the Improvement Warrant, and also any sums representing interest during construction. In addition, all net revenues of the sewer and water system shall be and hereby are pledged and credited to said account. Moneys in said account shall be held and used only for payment of principal of and interest on the Improvement Warrant drawn on said fund.

3. The Issuer hereby covenants and agrees that it will do and perform all acts and things necessary for the final and valid levy of special assessments against properties in said District benefitted by the improvement therein, in an aggregate principal amount of not less than \$1,798,000, to be made payable in 29 equal annual installments of \$80,281.00 beginning on the 18th day of June, 2026, with a final estimated payment of \$80,263.15 on the 18th day of June, 2055, with an interest rate at 2.00% on unpaid portions thereof, such installments if not theretofore paid, to be duly certified and collected with the general taxes appearing on the tax rolls of the Issuer for the years 2025 through 2054, inclusive for collection in the respective ensuing years. In the event that any such special assessment be at any time held invalid with respect to any lot, tract, or parcel of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or this body or any of the officers or employees of the Issuer either in the making of such assessments or in the performance of any condition precedent thereto, the Issuer and the governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such assessments valid and binding liens upon such lots, tracts or parcels of land. The Issuer further recognizes its obligation to do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the improvement district benefitted by the improvements, in an aggregate amount equal to the total net cost of the improvements.

4. In anticipation of the collection of said special assessments and for the purpose of borrowing money to pay the cost of said improvement to the extent that funds have not been granted to the Issuer, the Issuer shall issue its Improvement Warrant R-1 on said Improvement District in the principal amount of \$1,798,000, the final maturity of which shall not exceed 30 years. Said Improvement Warrant shall be dated as of the date of delivery thereof and payment therefor, and shall bear interest at the rate of 2.00% per annum. The principal and interest on said Improvement Warrant shall become due and payable each year on June 18 in each of the years 2026 through 2054, in the amount of \$80,281.00, and on June 18, 2055, in the estimated amount of \$80,263.15. All or any of the principal amount of the Improvement Warrant may be paid by the Issuer before it becomes due, at the option of the Issuer, at any time, but only if the interest on the principal so redeemed is also paid in full to the date of redemption. Notice of call for redemption shall be mailed not less than 30 days before the date specified for redemption to the registered holder of the Improvement Warrant. The Improvement Warrant shall be payable to the United States of America, or registered assign. At the time of issuance, the City Auditor, acting as Improvement Warrant Registrar, shall register the Improvement Warrant, and the principal and interest thereof, in the name of the payee. The Improvement Warrant and interest thereon shall be payable at the office of United States Department of Agriculture, Rural Development, P.O. Box 1737, Bismarck, North Dakota 58502-1737, or its successor, in any coin or currency of the United States of America which on the date of payment is legal tender for public or private debt.

Payments will be made through the "Preauthorized Debit" (PAD) payment process. This process allows the payments of the Issuer to be electronically debited from its account on the day its payment is due.

Said Improvement Warrant shall be in substantially the following form:

UNITED STATES OF AMERICA STATE OF NORTH DAKOTA
COUNTY OF TRAILL
CITY OF MAYVILLE
SEWER AND WATER IMPROVEMENT DISTRICT NO. 2022-2
IMPROVEMENT WARRANT

No. R-1

\$1,798,000

KNOW ALL MEN BY THESE PRESENTS that the City of Mayville, Traill County, North Dakota (the "Issuer"), will pay to the United States of America, or registered assign, but only out of the Principal and Interest Account of its

Sewer and Water Improvement District No. 2022-2 Fund and the pledge of net revenues from its sewer and water system, the sum of

ONE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND DOLLARS

in annual installments of principal and interest in the amount of \$80,281.00 on June 18 in each of the years 2026 through 2054, and an estimated amount of \$80,263.15 on June 18 in the year 2055, subject to the right of earlier redemption set forth below, with an interest rate at 2.00%. Both principal and interest are payable at the office of United States Department of Agriculture, Rural Development, P.O. Box 1737, Bismarck, North Dakota 58502-1737, in any coin or currency of the United States of America which on the date of payment is legal tender for public and private debts.

This Improvement Warrant is issued for the purpose of constructing an improvement in Sewer and Water Improvement District No. 2022-2 of said Issuer, and is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota thereunto enabling, and acts amendatory thereof and supplemental thereto, and in anticipation of the collection of special assessments to be collected to pay for said improvement and heretofore appropriated to said account and fund and the pledge of net revenues from its sewer and water system. The Issuer will also issue Improvement Warrant No. R2 on parity with this Improvement Warrant.

All or any of the principal amount of the Improvement Warrant may be paid by the Issuer before it becomes due, at the option of the Issuer on any date but only if the interest on the principal so redeemed is paid in full to the date of such redemption. Notice of any such redemption will be mailed not less than 30 days before the date specified for redemption to the registered holder of the Improvement Warrant.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to and in the valid issuance of this warrant have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that this warrant is duly issued to pay costs incurred and to be incurred in the making of a necessary improvement of special benefit to the above-named Improvement District, in anticipation of the collection of special assessments to be duly levied upon properties within said district, and of taxes to the extent determined by the governing body, which are irrevocably appropriated to the fund of the district in amounts sufficient to pay when due the principal of and interest on all warrants drawn thereon; that if the fund should at any time be insufficient to pay principal or interest due, the Issuer is also required by law to levy a tax upon all of the taxable property within its corporate limits for the payment of such deficiency, without limitation of rate or amount; and that the issuance of this Improvement Warrant did not cause the special or general indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Mayville, Traill County, North Dakota, by its governing body, has caused this Improvement Warrant to be executed in its behalf by its Mayor and countersigned by its City Auditor, and has caused this Warrant to be dated _____, 2025.

Mayor

Countersigned:

City Auditor

PROVISIONS FOR REGISTRATION

This Improvement Warrant, and the principal and interest thereof, shall be registered on the books of the Issuer kept for that purpose by the City Auditor as Warrant Registrar upon presentation thereof to said City Auditor who shall make notation of such registration in the registration blank, and this Improvement Warrant may thereafter be

June 2nd, 2025

transferred only upon an assignment duly executed by the registered holder or his attorney, such transfer to be made on said books and endorsed hereon.

REGISTRATION

Date of Registration

_____ 2025

Name and Address of **Registered Holder**

United States of America
P.O. Box 1737
Bismarck, ND 58502-1737

Signature of Registrar _____

5. Said Improvement Warrant shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the issuer by the signature of the Mayor, countersigned by the City Auditor. When so prepared and executed they shall be delivered by the City Auditor to the United States of America, as purchaser thereof, upon receipt of the purchase price, being par value. The purchaser shall not be obligated to see to the application of said purchase price, but the money so received shall be credited as herein above directed, and the Issuer covenants and agrees to cause said improvement to be completed and paid for, free from all liens and encumbrances, with such moneys.

6. The Issuer hereby reserves the right to issue additional improvement warrants and refunding improvement bonds, payable on a parity with the Bonds issued hereunder and the warrants to be exchanged for the Bonds issued hereunder, to the extent required to complete the Improvements, provided that the total amount of special assessments and taxes appropriated for payment of the cost of the Improvements shall not be less than the total amount of warrants issued with respect thereto. The Issuer will issue Improvement Warrant No. R-2 Sewer and Water payable from special assessments levied for Improvement District No. 2022-2 on parity with Improvement Warrant No. R-1.

7. The Issuer hereby recognizes its obligation with respect to the Improvement Warrant drawn against said Fund, that whenever all special assessments collected for said improvement are insufficient to pay the special Improvement Warrant issued there against with interest, the Issuer at the time such deficiency occurs shall levy a tax upon all taxable property in the Issuer for the payment of such deficiency.

8. In the event that at any time the moneys in said Principal and Interest Account are insufficient to pay principal and interest then due on the Improvement Warrant payable therefrom, said moneys shall be first applied to interest and the balance shall be applied to the principal then due or past due.

9. The Issuer, but only with the permission of the United States of America, also reserves the right and privilege of issuing additional improvement warrants for the purpose of providing additional funds necessary to complete the improvement, payable from said Fund and the account therein on a parity as to both principal and interest with the Improvement Warrant herein authorized.

10. The Issuer hereby covenants and agrees with the purchaser and holders from time to time of said Improvement Warrant that from and after the completion and acceptance of said improvement, or separate portions thereof, it will operate the same as a public convenience and utility, and will at all times maintain, impose and collect rates and charges for all services and facilities provided by its utilities (including all additions and betterments thereto) to its inhabitants and industries and other customers such that the collections thereof will at all times be sufficient to pay all costs and expenses of operating and maintaining said system, including collections sufficient to fund in an orderly fashion an asset management reserve for short lived assets by depositing a sum of \$5,000 annually.

11. The Issuer reasonably anticipates the amount of qualified tax-exempt obligations which will be issued by such Issuer, and all subordinate entities thereof during such calendar year shall not exceed \$10,000,000.

12. The City Auditor of the City of Mayville and the officers of this Issuer are authorized and directed to prepare and furnish the purchaser of said Improvement Warrant, and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits, or other instruments relating to the establishment and construction of said system and the operation and maintenance thereof, and the levy of special assessments therefor or the issuance of said Improvement Warrant, which may be necessary or proper to show the validity or marketability of said Improvement Warrant, and all instruments and transcripts so furnished, including any thereof heretofore furnished, shall constitute representations and recitals of the Issuer as to the correctness of the fact stated or recited therein.

13. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

Approved:

Mayor

Attest:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Member Moen. Upon roll call vote being taken thereon, the following members voted in favor thereof: Moen, Garrett, Halvorson, and Soholt. The following members were absent and not voting: Petersen, and O'Brien. The following voted against the same: none. The majority having voted aye, the resolution was declared duly passed and adopted.

Member Halvorson introduced the following resolution and moved for its adoption:

RESOLUTION CREATING FUND FOR
SEWER AND WATER IMPROVEMENT DISTRICT NO. 2022-2 PROVIDING FOR AND
APPROPRIATING SPECIAL ASSESSMENTS AND THE ASSIGNMENT OF NET REVENUES
FOR ITS SUPPORT AND MAINTENANCE AND DIRECTING ISSUANCE OF AN IMPROVEMENT
WARRANT THEREON

BE IT RESOLVED by the governing body of the City of Mayville, Traill County, North Dakota (the "Issuer"), as follows:

1. The total cost of the sewer and water improvement project to the Issuer is estimated to be \$4,600,000, including all engineering, inspections, fiscal and legal expenses, and is to be paid by the receipt from the United States of America of a Rural Utilities Service Grant in the sum of \$1,200,000, the receipt of a subsequent grant from the United States of America of a Rural Utilities Service Grant in the sum of \$320,000, the issuance of an improvement warrant R-1 to the United States of America in the sum of \$1,798,000, the issuance of this subsequent improvement warrant R-2 to the United States of America in the sum of \$432,000 (the "Improvement Warrant"), and Issuer contributions in the sum of \$850,000. The funds received from the sale of the improvement warrants and the above grants will be used for the cost of construction of the project.

2. The Issuer previously issued its Improvement Warrant R-1 dated as of June 18, 2025, which is on

parity with Improvement Warrant R-2 as more fully set forth in this Resolution.

3. There is hereby created a special fund of the Issuer to be designated "Sewer and Water Improvement District No. 2022-2 Fund," which shall be continued and maintained until the Improvement Warrant herein authorized and all other warrants made payable from said fund, together with interest thereon, shall have been redeemed and paid.

(a) In said fund there shall be maintained two separate subfunds or accounts, to be designated as "Construction Account," and "Principal and Interest Account," respectively.

(b) There shall be credited to the Construction Account of said fund the proceeds of sale of all improvement warrants drawn on such fund (other than accrued interest, and other than sums which may be designated as representing interest during construction), and all other moneys which the governing body may appropriate or may receive as a grant to defray expenses of making the improvement. The Construction Account shall be established as a separate "supervised bank account" if required by the United States of America. Amounts in said account in excess of F.D.I.C. insurance limits shall be secured by the depository bank by appropriate pledge of security. All costs and expenses of making the improvement for said district, as described in the resolution creating said district, shall be paid from time to time as incurred and allowed from said Construction Account, upon construction account warrants signed by the Mayor and City Auditor and countersigned, if applicable, by the United States of America or its authorized delegate, and the moneys in said account shall be used for no other purpose; provided, that if upon completion of said improvement and approval thereof by the engineer there shall remain any unexpended balance in said Construction Account, such balance shall be refunded to United States of America and applied to the loan and/or grant account of that agency.

(c) There shall be credited to the Principal and Interest Account of said fund the entire amount of all special assessments levied for said improvement as herein agreed, and all accrued interest received upon delivery of the Improvement Warrant, and also any sums representing interest during construction. In addition, all net revenues of the sewer and water system shall be and hereby are pledged and credited to said account. Moneys in said account shall be held and used only for payment of principal of and interest on the Improvement Warrant drawn on said fund.

4. The Issuer hereby covenants and agrees that it will do and perform all acts and things necessary for the final and valid levy of special assessments against properties in said District benefitted by the improvement therein, in an aggregate principal amount of not less than \$432,000, to be made payable in 29 equal annual installments of \$21,337.00 beginning on the 18th day of June, 2026, with a final estimated payment of \$21,203.07 on the 18th day of June, 2055, with an interest rate at 2.75% on unpaid portions thereof, such installments if not theretofore paid, to be duly certified and collected with the general taxes appearing on the tax rolls of the Issuer for the years 2025 through 2054, inclusive for collection in the respective ensuing years. In the event that any such special assessment be at any time held invalid with respect to any lot, tract, or parcel of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or this body or any of the officers or employees of the Issuer either in the making of such assessments or in the performance of any condition precedent thereto, the Issuer and the governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such assessments valid and binding liens upon such lots, tracts or parcels of land. The Issuer further recognizes its obligation to do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the improvement district benefitted by the improvements, in an aggregate amount equal to the total net cost of the improvements.

5. In anticipation of the collection of said special assessments and for the purpose of borrowing money to pay the cost of said improvement to the extent that funds have not been granted to the Issuer, the Issuer shall issue its Improvement Warrant R-2 on said Improvement District in the principal amount of \$432,000, the final maturity of which shall not exceed 30 years. Said Improvement Warrant shall be dated as of the date of delivery thereof and payment therefor, and shall bear interest at the rate of 2.75% per annum. The principal and interest on said Improvement Warrant shall become due and payable each year on June 18 in each of the years 2026 through 2054, in the amount of \$21,337.00, and on June 18, 2055, in the estimated amount of \$21,203.07. All or any of the principal amount of the Improvement Warrant may be paid by the Issuer before it becomes due, at the option of the Issuer, at any time, but only if the interest on the principal so redeemed is also paid in full to the date of redemption. Notice of call for redemption shall be mailed not less than 30 days before the date specified for redemption to the registered holder of the Improvement Warrant. The Improvement Warrant shall be payable to the United States of America, or registered assign. At the time of issuance, the City Auditor, acting as Improvement Warrant Registrar, shall register the Improvement Warrant, and the principal and interest thereof, in the name of the payee. The Improvement Warrant and interest thereon shall be payable at the office of United States Department of Agriculture, Rural Development, P.O. Box 1737, Bismarck, North Dakota 58502-1737, or its successor, in any coin or currency of

the United States of America which on the date of payment is legal tender for public or private debt.

Payments will be made through the "Preauthorized Debit" (PAD) payment process. This process allows the payments of the Issuer to be electronically debited from its account on the day its payment is due.

6. Said Improvement Warrant shall be in substantially the following form:

UNITED STATES OF AMERICA STATE OF NORTH DAKOTA COUNTY OF
TRAILL
CITY OF MAYVILLE
SEWER AND WATER IMPROVEMENT DISTRICT NO. 2022-2 IMPROVEMENT WARRANT
No. R-2 \$432,000

KNOW ALL MEN BY THESE PRESENTS that the City of Mayville, Traill County, North Dakota (the "Issuer"), will pay to the United States of America, or registered assign, but only out of the Principal and Interest Account of its Sewer and Water Improvement District No. 2022-2 Fund and the pledge of net revenues from its sewer and water system, the sum of

FOUR HUNDRED THIRTY-TWO THOUSAND DOLLARS

in annual installments of principal and interest in the amount of \$21,337.00 on June 18 in each of the years 2026 through 2054, and an estimated amount of \$21,203.07 on June 18 in the year 2055, subject to the right of earlier redemption set forth below, with an interest rate at 2.75%. Both principal and interest are payable at the office of United States Department of Agriculture, Rural Development, P.O. Box 1737, Bismarck, North Dakota 58502-1737, in any coin or currency of the United States of America which on the date of payment is legal tender for public and private debts.

This Improvement Warrant is issued for the purpose of constructing an improvement in Sewer and Water Improvement District No. 2022-2 of said Issuer, and is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota thereunto enabling, and acts amendatory thereof and supplemental thereto, and in anticipation of the collection of special assessments to be collected to pay for said improvement and heretofore appropriated to said account and fund and the pledge of net revenues from its sewer and water system.

All or any of the principal amount of the Improvement Warrant may be paid by the Issuer before it becomes due, at the option of the Issuer on any date but only if the interest on the principal so redeemed is paid in full to the date of such redemption. Notice of any such redemption will be mailed not less than 30 days before the date specified for redemption to the registered holder of the Improvement Warrant.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to and in the valid issuance of this warrant have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that this warrant is duly issued to pay costs incurred and to be incurred in the making of a necessary improvement of special benefit to the above-named Improvement District, in anticipation of the collection of special assessments to be duly levied upon properties within said district, and of taxes to the extent determined by the governing body, which are irrevocably appropriated to the fund of the district in amounts sufficient to pay when due the principal of and interest on all warrants drawn thereon; that if the fund should at any time be insufficient to pay principal or interest due, the Issuer is also required by law to levy a tax upon all of the taxable property within its corporate limits for the payment of such deficiency, without limitation of rate or amount; and that the issuance of this Improvement Warrant did not cause the special or general indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Mayville, Traill County, North Dakota, by its governing body, has caused this Improvement Warrant to be executed in its behalf by its Mayor and countersigned by its City Auditor, and has caused this Warrant to be dated _____,
2025.

Mayor

Countersigned:

City Auditor

PROVISIONS FOR REGISTRATION

This Improvement Warrant, and the principal and interest thereof, shall be registered on the books of the Issuer kept for that purpose by the City Auditor as Warrant Registrar upon presentation thereof to said City Auditor who shall make notation of such registration in the registration blank, and this Improvement Warrant may thereafter be transferred only upon an assignment duly executed by the registered holder or his attorney, such transfer to be made on said books and endorsed hereon.

REGISTRATION

Date of Registration
_____2025

Name and Address of **Registered Holder**

United States of America
P.O. Box 1737
Bismarck, ND 58502-1737

Signature of Registrar _____

7. Said Improvement Warrant shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the issuer by the signature of the Mayor, countersigned by the City Auditor. When so prepared and executed they shall be delivered by the City Auditor to the United States of America, as purchaser thereof, upon receipt of the purchase price, being par value. The purchaser shall not be obligated to see to the application of said purchase price, but the money so received shall be credited as herein above directed, and the Issuer covenants and agrees to cause said improvement to be completed and paid for, free from all liens and encumbrances, with such moneys.

8. The Issuer hereby recognizes its obligation with respect to the Improvement Warrant drawn against said Fund, that whenever all special assessments collected for said improvement are insufficient to pay the special Improvement Warrant issued there against with interest, the Issuer at the time such deficiency occurs shall levy a tax upon all taxable property in the Issuer for the payment of such deficiency.

9. In the event that at any time the moneys in said Principal and Interest Account are insufficient to pay principal and interest then due on the Improvement Warrant payable therefrom, said moneys shall be first applied to interest and the balance shall be applied to the principal then due or past due.

10. The Issuer, but only with the permission of the United States of America, also reserves the right and privilege of issuing additional Improvement Warrants for the purpose of providing additional funds necessary to complete the improvement, payable from said Fund and the account therein on a parity as to both principal and interest with the Improvement Warrant herein authorized. The Issuer previously issued its Water and Sewer Improvement District No. 2022-2 Improvement Warrant R-1, dated June 18, 2025 (the "Prior Warrant"). The Warrant and Prior Warrant are on parity and both have a first lien on special assessments and other funds appropriated to the Water and Sewer Improvement District Fund of Water and Sewer Improvement District No. 2022-2.

11. The Issuer hereby covenants and agrees with the purchaser and holders from time to time of said Improvement Warrant that from and after the completion and acceptance of said improvement, or separate portions thereof, it will operate the same as a public convenience and utility, and will at all times maintain, impose and collect rates and charges for all services and facilities provided by its utilities (including all additions and betterments thereto) to its inhabitants and industries and other customers such that the collections thereof will at all times be sufficient to pay all costs and expenses of operating and maintaining said system, including collections sufficient to fund in an orderly fashion an asset management reserve for short lived assets by depositing a sum of \$5,000 annually.

11. The Issuer reasonably anticipates the amount of qualified tax-exempt obligations which will be issued by such Issuer, and all subordinate entities thereof during such calendar year shall not exceed \$10,000,000.

12. The City Auditor of the City of Mayville and the officers of this Issuer are authorized and directed to prepare and furnish the purchaser of said Improvement Warrant, and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits, or other

instruments relating to the establishment and construction of said system and the operation and maintenance thereof, and the levy of special assessments therefor or the issuance of said Improvement Warrant, which may be necessary or proper to show the validity or marketability of said Improvement Warrant, and all instruments and transcripts so furnished, including any thereof heretofore furnished, shall constitute representations and recitals of the Issuer as to the correctness of the fact stated or recited therein.

13. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

Approved:

Mayor

Attest:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Member Moen. Upon roll call vote being taken thereon, the following members voted in favor thereof: Moen, Garrett, Halvorson, and Soholt. The following members were absent and not voting: Petersen, and O'Brien. The following voted against the same: none. The majority having voted aye, the resolution was declared duly passed and adopted.

Nothing for the Sheriff's report

Halvorson made the motion to adjourn the meeting. Moen seconded the motion, motion carried.

Attest:

Julie Christianson, Deputy Auditor

Mayor:

Karl Jorgenson



925 10th Avenue East
Suite 1
West Fargo, ND 58078

P: 701.282.4692
F: 701.282.4530



June 2, 2025

City of Mayville
Attn: Gail Olstad
PO Box 220
Mayville, ND 58257

Re: Mayville Dam 2 Reconstruction
Mayville, ND
Project No. 22576

Dear City of Mayville,

After reviewing the bids for said project, it is our recommendation that the City of Mayville award a contract to Comstock Construction Inc. for their low bid of \$3,783,400.00, which includes the following:

- Base Bid of \$3,532,234.00 + Alternate 1 of \$251,166.00 for a total of \$3,783,400.00.

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

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

Please call if you have any questions.

Sincerely,

Brandon Reber
Project Manager

Enclosure(s)

Improving lives by building strong communities.

mooreengineeringinc.com

**BID SUMMARY**

Mayville Dam 2 Reconstruction
Mayville, North Dakota
City of Mayville
Project No. 22576
Bid Date: 04/03/2025

Comstock Construction Inc.
280 S. 11th St.
Wahpeton, ND 58075

Veit & Company Inc.
14000 Veit Place
Rogers, MN 55374

Spruce Valley Corporation
39469 130th Ave NE
Middle River, MN 56737

Industrial Builders Inc.
PO Box 406
Fargo, ND 58107

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID												
1.	012000	Mobilization	LS	1	\$249,733.05	\$249,733.05	\$345,050.00	\$345,050.00	\$520,429.00	\$520,429.00	\$392,000.00	\$392,000.00
2.	015000	Traffic Control	LS	1	\$4,028.00	\$4,028.00	\$1,890.00	\$1,890.00	\$1,840.00	\$1,840.00	\$6,000.00	\$6,000.00
3.	015000	Dust Control	LS	1	\$4,054.50	\$4,054.50	\$25,440.00	\$25,440.00	\$0.01	\$0.01	\$10,000.00	\$10,000.00
4.	312319.13	Dewatering / Control of Water	LS	1	\$262,854.00	\$262,854.00	\$316,150.00	\$316,150.00	\$0.01	\$0.01	\$450,000.00	\$450,000.00
5.	312500	Storm Water Management	LS	1	\$6,890.00	\$6,890.00	\$3,120.00	\$3,120.00	\$10,240.00	\$10,240.00	\$6,000.00	\$6,000.00
6.	311000	Clearing and Grubbing	LS	1	\$18,601.00	\$18,601.00	\$16,620.00	\$16,620.00	\$12,700.00	\$12,700.00	\$65,000.00	\$65,000.00
7.	015000	Install Temporary Access Road to the South Bank	LS	1	\$66,094.00	\$66,094.00	\$90,790.00	\$90,790.00	\$0.01	\$0.01	\$180,000.00	\$180,000.00
8.	015000	Remove Temporary Access Road to the South Bank	LS	1	\$22,680.00	\$22,680.00	\$45,300.00	\$45,300.00	\$0.01	\$0.01	\$59,000.00	\$59,000.00
9.	312300	Common Excavation	LS	1	\$54,833.00	\$54,833.00	\$99,100.00	\$99,100.00	\$325,000.00	\$325,000.00	\$225,000.00	\$225,000.00
10.	312500	Sedimentation Control Wattle	LF	1000	\$2.70	\$2,700.00	\$3.80	\$3,800.00	\$3.00	\$3,000.00	\$3.00	\$3,000.00
11.	312500	Floating Silt Curtain	LF	320	\$10.60	\$3,392.00	\$11.50	\$3,680.00	\$11.00	\$3,520.00	\$12.00	\$3,840.00
12.	024200	Remove Sign	EA	2	\$30.00	\$60.00	\$513.00	\$1,026.00	\$250.00	\$500.00	\$100.00	\$200.00
13.	024200	Abandon Water Pumping Manhole	LS	1	\$1,558.00	\$1,558.00	\$1,320.00	\$1,320.00	\$1,530.00	\$1,530.00	\$8,000.00	\$8,000.00
14.	024200	Abandon Water Intake Pipes	LS	1	\$1,215.00	\$1,215.00	\$2,870.00	\$2,870.00	\$3,150.00	\$3,150.00	\$6,000.00	\$6,000.00
15.	024200	Remove Electrical Box	EA	1	\$60.00	\$60.00	\$513.00	\$513.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00
16.	310519.13	Geotextile Fabric - Type R1	SY	1590	\$3.50	\$5,565.00	\$3.10	\$4,929.00	\$3.00	\$4,770.00	\$3.00	\$4,770.00
17.	312300	Excavation Waste	CY	7730	\$6.10	\$47,153.00	\$11.75	\$90,827.50	\$0.01	\$77.30	\$8.00	\$61,840.00
18.	312300	Subgrade Preparation	SY	1590	\$2.50	\$3,975.00	\$1.60	\$2,544.00	\$3.00	\$4,770.00	\$3.00	\$4,770.00
19.	321123	Aggregate Surface Course	CY	354	\$48.90	\$17,310.60	\$48.00	\$16,992.00	\$37.00	\$13,098.00	\$50.00	\$17,700.00
20.	312300	Topsoil (CV)	CY	6468	\$4.35	\$28,135.80	\$5.50	\$35,574.00	\$16.00	\$103,488.00	\$5.00	\$32,340.00
21.	312300	Topsoil Import (CV)	CY	390	\$20.35	\$7,936.50	\$34.50	\$13,455.00	\$40.00	\$15,600.00	\$30.00	\$11,700.00
22.	329219	Seeding - Type I	ACRE	1	\$901.00	\$901.00	\$984.00	\$984.00	\$935.00	\$935.00	\$900.00	\$900.00
23.	329219	Seeding - Type III	ACRE	5.5	\$662.50	\$3,643.75	\$723.00	\$3,976.50	\$688.00	\$3,784.00	\$650.00	\$3,575.00
24.	329219	Straw Mulch	ACRE	6.1	\$508.80	\$3,103.68	\$556.00	\$3,391.60	\$528.00	\$3,220.80	\$500.00	\$3,050.00
25.	329219	Erosion Control Blanket	SY	1810	\$2.15	\$3,891.50	\$3.30	\$5,973.00	\$2.20	\$3,982.00	\$3.00	\$5,430.00
26.	034100	RCP FES 12In CI III	EA	1	\$2,004.00	\$2,004.00	\$3,600.00	\$3,600.00	\$1,480.00	\$1,480.00	\$6,000.00	\$6,000.00
27.	311000	Demo Existing Sheet Pile and Concrete	LS	1	\$10,828.00	\$10,828.00	\$25,340.00	\$25,340.00	\$50,000.00	\$50,000.00	\$110,000.00	\$110,000.00
28.	314116	Sheet Pile	SF	6061.5	\$85.65	\$519,167.48	\$59.25	\$359,143.88	\$54.00	\$327,321.00	\$60.00	\$363,690.00
29.	313716.13	Chinking Rock	TON	514	\$111.25	\$57,182.50	\$58.50	\$30,069.00	\$80.00	\$41,120.00	\$80.00	\$41,120.00
30.	313716.13	Cobble Rock	TON	514	\$90.21	\$46,367.94	\$60.00	\$30,840.00	\$80.00	\$41,120.00	\$80.00	\$41,120.00
31.	313716.13	Riprap Salvage and Place (SV)	CY	2100	\$39.90	\$83,790.00	\$9.30	\$19,530.00	\$70.00	\$147,000.00	\$50.00	\$105,000.00
32.	313716.13	Riprap - R270	CY	5460	\$95.90	\$523,614.00	\$104.00	\$567,840.00	\$120.00	\$655,200.00	\$112.00	\$611,520.00
33.	313716.13	Riprap - R470	CY	2947	\$93.60	\$275,839.20	\$111.00	\$327,117.00	\$110.00	\$324,170.00	\$112.00	\$330,064.00
34.	313716.13	Riprap - R740	CY	3040	\$82.85	\$251,864.00	\$126.00	\$383,040.00	\$110.00	\$334,400.00	\$112.00	\$340,480.00
35.	313716.13	Boulders - 3'-5'-5'	EA	660	\$119.95	\$79,167.00	\$178.00	\$117,480.00	\$300.00	\$198,000.00	\$250.00	\$165,000.00
36.	313716.13	Boulders - 5'-7'	EA	225	\$562.00	\$126,450.00	\$895.00	\$201,375.00	\$730.00	\$164,250.00	\$700.00	\$157,500.00
37.	313716.13	Boulders - Fishing (4'-5' Diameter, Flat)	EA	20	\$307.00	\$6,140.00	\$440.00	\$8,800.00	\$494.00	\$9,880.00	\$750.00	\$15,000.00
38.	313716.13	Granular Bedding Type B3	CY	3780	\$86.55	\$327,159.00	\$104.00	\$393,120.00	\$115.00	\$434,700.00	\$110.00	\$415,800.00
39.	313716.13	Granular Bedding Type B4	CY	1170	\$69.55	\$81,373.50	\$101.00	\$118,170.00	\$111.00	\$129,870.00	\$110.00	\$128,700.00
40.	312300	Subsoil Embankment (CV)	CY	7800	\$5.65	\$44,070.00	\$8.00	\$62,400.00	\$0.01	\$78.00	\$10.00	\$78,000.00
41.	312300	Subsoil Embankment Import (CV)	CY	7780	\$17.15	\$133,427.00	\$16.75	\$130,315.00	\$25.00	\$194,500.00	\$16.00	\$124,480.00
42.	312300	Base Embankment Import (CV)	CY	6120	\$19.35	\$118,422.00	\$19.25	\$117,810.00	\$36.00	\$220,320.00	\$90.00	\$550,800.00
43.	12000	Testing Allowance	ALLOWANCE	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

**BID SUMMARY**

Mayville Dam 2 Reconstruction
Mayville, North Dakota
City of Mayville
Project No. 22576
Bid Date: 04/03/2025

Comstock Construction Inc.
280 S. 11th St.
Wahpeton, ND 58075

Veit & Company Inc.
14000 Veit Place
Rogers, MN 55374

Spruce Valley Corporation
39469 130th Ave NE
Middle River, MN 56737

Industrial Builders Inc.
PO Box 406
Fargo, ND 58107

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Alternate 1												
A1	024200	Abandon Hydrant	EA	1	\$1,353.00	\$1,353.00	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00	\$900.00	\$900.00
A2	310519.13	Geotextile Fabric - Type R1	SY	890	\$6.00	\$5,340.00	\$2.80	\$2,492.00	\$3.00	\$2,670.00	\$3.00	\$2,670.00
A3	312300	Subgrade Preparation	SY	890	\$4.45	\$3,960.50	\$1.60	\$1,424.00	\$3.00	\$2,670.00	\$4.00	\$3,560.00
A4	321123	Aggregate Surface Course	CY	200	\$49.00	\$9,800.00	\$48.00	\$9,600.00	\$37.00	\$7,400.00	\$60.00	\$12,000.00
A5	321623	Valley Gutter	SY	8	\$288.75	\$2,310.00	\$393.00	\$3,144.00	\$275.00	\$2,200.00	\$320.00	\$2,560.00
A6	321623	Sidewalk	SY	860	\$99.75	\$85,785.00	\$119.00	\$102,340.00	\$99.00	\$85,140.00	\$110.00	\$94,600.00
A7	321623	Concrete Pad	SY	10	\$265.00	\$2,650.00	\$376.00	\$3,760.00	\$275.00	\$2,750.00	\$300.00	\$3,000.00
A8	321623	Detectable Warning Panel	SF	14	\$95.40	\$1,335.60	\$104.00	\$1,456.00	\$99.00	\$1,386.00	\$95.00	\$1,330.00
A9	312300	Topsoil (CV)	CY	1214	\$4.35	\$5,280.90	\$5.50	\$6,677.00	\$16.00	\$19,424.00	\$6.00	\$7,284.00
A10	329300	Deciduous Tree	EA	66	\$592.00	\$39,072.00	\$647.00	\$42,702.00	\$670.00	\$44,220.00	\$600.00	\$39,600.00
A11	329300	Ornamental Tree	EA	34	\$592.00	\$20,128.00	\$647.00	\$21,998.00	\$670.00	\$22,780.00	\$600.00	\$20,400.00
A12	329300	Deciduous Shrub	EA	61	\$592.00	\$36,112.00	\$647.00	\$39,467.00	\$670.00	\$40,870.00	\$600.00	\$36,600.00
A13	323343	Bench With Back	EA	2	\$2,704.00	\$5,408.00	\$5,630.00	\$11,260.00	\$5,612.00	\$11,224.00	\$2,800.00	\$5,600.00
A14	323323	Trash Receptacle	EA	1	\$2,911.00	\$2,911.00	\$4,170.00	\$4,170.00	\$3,020.00	\$3,020.00	\$2,800.00	\$2,800.00
A15	330130.86	Gate Valve Box - Adjust Cover	EA	5	\$65.00	\$325.00	\$835.00	\$4,175.00	\$617.00	\$3,085.00	\$600.00	\$3,000.00
A16	330130.86	Gate Valve Box - Replace Top Section	EA	2	\$279.00	\$558.00	\$800.00	\$1,600.00	\$502.00	\$1,004.00	\$800.00	\$1,600.00
A17	Plan	Flat Sheet For Signs-Type XI Rell Sheeting	SF	2	\$27.00	\$54.00	\$275.00	\$550.00	\$30.00	\$60.00	\$30.00	\$60.00
A18	Plan	Steel Galv Posts-Telescoping Perforated Tube	LF	11	\$23.00	\$253.00	\$69.00	\$759.00	\$27.00	\$297.00	\$25.00	\$275.00
A19	Plan	Kiosk	EA	1	\$27,046.00	\$27,046.00	\$24,190.00	\$24,190.00	\$28,066.00	\$28,066.00	\$27,000.00	\$27,000.00
A20	Plan	Bollard	EA	2	\$742.00	\$1,484.00	\$806.00	\$1,612.00	\$770.00	\$1,540.00	\$900.00	\$1,800.00
TOTAL BASE BID						\$3,532,234.00		\$4,056,305.48		\$4,336,543.14		\$5,169,789.00
TOTAL ALTERNATE 1						\$251,166.00		\$284,626.00		\$281,106.00		\$266,639.00
TOTAL BASE BID + ALTERNATE 1						\$3,783,400.00		\$4,340,931.48		\$4,617,649.14		\$5,436,428.00

**BID SUMMARY**

Mayville Dam 2 Reconstruction
Mayville, North Dakota
City of Mayville
Project No. 22576
Bid Date: 04/03/2025

Rachel Contracting LLC
4180 Napier Court NE
St Michael, MN 55376

Gladden Construction Inc.
40739 US 71
Laporte, MN 56461

Gowan Construction
PO Box 228
Oslo, MN 56744

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID									
1.	012000	Mobilization	LS	1	\$525,000.00	\$525,000.00	\$185,000.00	\$185,000.00	\$587,500.00
2.	015000	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$1,975.00
3.	015000	Dust Control	LS	1	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$20,000.00
4.	312319.13	Dewatering / Control of Water	LS	1	\$1,200,000.00	\$1,200,000.00	\$1,220,000.00	\$1,220,000.00	\$948,300.00
5.	312500	Storm Water Management	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$5,500.00
6.	311000	Clearing and Grubbing	LS	1	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00	\$15,000.00
7.	015000	Install Temporary Access Road to the South Bank	LS	1	\$175,000.00	\$175,000.00	\$152,000.00	\$152,000.00	\$247,775.00
8.	015000	Remove Temporary Access Road to the South Bank	LS	1	\$70,000.00	\$70,000.00	\$65,000.00	\$65,000.00	\$61,236.60
9.	312300	Common Excavation	LS	1	\$170,000.00	\$170,000.00	\$286,000.00	\$286,000.00	\$50,212.50
10.	312500	Sedimentation Control Wattle	LF	1000	\$3.00	\$3,000.00	\$2.65	\$2,650.00	\$3.00
11.	312500	Floating Silt Curtain	LF	320	\$12.00	\$3,840.00	\$20.00	\$6,400.00	\$11.25
12.	024200	Remove Sign	EA	2	\$75.00	\$150.00	\$250.00	\$500.00	\$102.00
13.	024200	Abandon Water Pumping Manhole	LS	1	\$1,150.00	\$1,150.00	\$4,500.00	\$4,500.00	\$6,000.00
14.	024200	Abandon Water Intake Pipes	LS	1	\$1,150.00	\$1,150.00	\$2,500.00	\$2,500.00	\$8,000.00
15.	024200	Remove Electrical Box	EA	1	\$150.00	\$150.00	\$3,500.00	\$3,500.00	\$4,000.00
16.	310519.13	Geotextile Fabric - Type R1	SY	1590	\$3.25	\$5,167.50	\$5.00	\$7,950.00	\$4.20
17.	312300	Excavation Waste	CY	7730	\$25.00	\$193,250.00	\$6.25	\$48,312.50	\$10.00
18.	312300	Subgrade Preparation	SY	1590	\$1.00	\$1,590.00	\$3.90	\$6,201.00	\$3.25
19.	321123	Aggregate Surface Course	CY	354	\$54.00	\$19,116.00	\$57.92	\$20,503.68	\$39.29
20.	312300	Topsoil (CV)	CY	6468	\$3.75	\$24,255.00	\$15.37	\$99,413.16	\$7.50
21.	312300	Topsoil Import (CV)	CY	390	\$25.00	\$9,750.00	\$45.00	\$17,550.00	\$34.00
22.	329219	Seeding - Type I	ACRE	1	\$850.00	\$850.00	\$2,312.00	\$2,312.00	\$1,000.00
23.	329219	Seeding - Type III	ACRE	5.5	\$625.00	\$3,437.50	\$765.00	\$4,207.50	\$730.00
24.	329219	Straw Mulch	ACRE	6.1	\$480.00	\$2,928.00	\$450.00	\$2,745.00	\$550.00
25.	329219	Erosion Control Blanket	SY	1810	\$2.00	\$3,620.00	\$3.00	\$5,430.00	\$2.40
26.	034100	RCP FES 12In CI III	EA	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$749.00
27.	311000	Demo Existing Sheet Pile and Concrete	LS	1	\$10,000.00	\$10,000.00	\$95,000.00	\$95,000.00	\$62,500.00
28.	314116	Sheet Pile	SF	6061.5	\$70.50	\$427,335.75	\$61.40	\$372,176.10	\$47.50
29.	313716.13	Chinking Rock	TON	514	\$65.00	\$33,410.00	\$68.20	\$35,054.80	\$118.50
30.	313716.13	Cobble Rock	TON	514	\$65.00	\$33,410.00	\$72.50	\$37,265.00	\$116.25
31.	313716.13	Riprap Salvage and Place (SV)	CY	2100	\$30.00	\$63,000.00	\$45.00	\$94,500.00	\$57.25
32.	313716.13	Riprap - R270	CY	5460	\$84.00	\$458,640.00	\$104.00	\$567,840.00	\$148.75
33.	313716.13	Riprap - R470	CY	2947	\$84.00	\$247,548.00	\$104.00	\$306,488.00	\$182.00
34.	313716.13	Riprap - R740	CY	3040	\$84.00	\$255,360.00	\$104.00	\$316,160.00	\$174.00
35.	313716.13	Boulders - 3.5'-5'	EA	660	\$280.00	\$184,800.00	\$200.00	\$132,000.00	\$220.00
36.	313716.13	Boulders - 5'-7'	EA	225	\$600.00	\$135,000.00	\$800.00	\$180,000.00	\$687.00
37.	313716.13	Boulders - Fishing (4'-5' Diameter, Flat)	EA	20	\$600.00	\$12,000.00	\$650.00	\$13,000.00	\$750.00
38.	313716.13	Granular Bedding Type B3	CY	3780	\$115.00	\$434,700.00	\$116.45	\$440,181.00	\$130.00
39.	313716.13	Granular Bedding Type B4	CY	1170	\$115.00	\$134,550.00	\$112.84	\$132,022.80	\$130.00
40.	312300	Subsoil Embankment (CV)	CY	7800	\$17.00	\$132,600.00	\$8.35	\$65,130.00	\$16.00
41.	312300	Subsoil Embankment Import (CV)	CY	7780	\$25.00	\$194,500.00	\$18.85	\$146,653.00	\$18.50
42.	312300	Base Embankment Import (CV)	CY	6120	\$35.00	\$214,200.00	\$64.66	\$395,719.20	\$88.25
43.	12000	Testing Allowance	ALLOWANCE	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00



BID SUMMARY

Mayville Dam 2 Reconstruction
Mayville, North Dakota
City of Mayville
Project No. 22576
Bid Date: 04/03/2025

Rachel Contracting LLC
 4180 Napier Court NE
 St Michael, MN 55376

Gladden Construction Inc
 40739 US 71
 Laporte, MN 56461

Gowan Construction
 PO Box 228
 Oslo, MN 56744

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Alternate 1									
A1	024200	Abandon Hydrant	EA	1	\$575.00	\$575.00	\$2,000.00	\$2,000.00	\$8,800.00
A2	310519.13	Geotextile Fabric - Type R1	SY	890	\$3.25	\$2,892.50	\$5.00	\$4,450.00	\$3.50
A3	312300	Subgrade Preparation	SY	890	\$1.00	\$890.00	\$3.90	\$3,471.00	\$3.25
A4	321123	Aggregate Surface Course	CY	200	\$54.00	\$10,800.00	\$57.92	\$11,584.00	\$55.00
A5	321623	Valley Gutter	SY	8	\$305.00	\$2,440.00	\$250.00	\$2,000.00	\$325.00
A6	321623	Sidewalk	SY	860	\$120.00	\$103,200.00	\$90.00	\$77,400.00	\$107.00
A7	321623	Concrete Pad	SY	10	\$535.00	\$5,350.00	\$250.00	\$2,500.00	\$325.00
A8	321623	Detectable Warning Panel	SF	14	\$135.00	\$1,890.00	\$90.00	\$1,260.00	\$145.00
A9	312300	Topsoil (CV)	CY	1214	\$3.75	\$4,552.50	\$15.37	\$18,659.18	\$7.50
A10	329300	Deciduous Tree	EA	66	\$650.00	\$42,900.00	\$950.00	\$62,700.00	\$650.00
A11	329300	Ornamental Tree	EA	34	\$650.00	\$22,100.00	\$650.00	\$22,100.00	\$650.00
A12	329300	Deciduous Shrub	EA	61	\$650.00	\$39,650.00	\$115.00	\$7,015.00	\$650.00
A13	323343	Bench With Back	EA	2	\$4,000.00	\$8,000.00	\$4,210.00	\$8,420.00	\$3,000.00
A14	323323	Trash Receptacle	EA	1	\$2,775.00	\$2,775.00	\$2,875.00	\$2,875.00	\$3,200.00
A15	330130.86	Gate Valve Box - Adjust Cover	EA	5	\$65.00	\$325.00	\$1,200.00	\$6,000.00	\$2,600.00
A16	330130.86	Gate Valve Box - Replace Top Section	EA	2	\$220.00	\$440.00	\$1,500.00	\$3,000.00	\$1,200.00
A17	Plan	Flat Sheet For Signs-Type XI Refl Sheeting	SF	2	\$30.00	\$60.00	\$25.00	\$50.00	\$30.00
A18	Plan	Steel Galv Posts-Telescoping Perforated Tube	LF	11	\$30.00	\$330.00	\$25.00	\$275.00	\$26.40
A19	Plan	Kiosk	EA	1	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$31,000.00
A20	Plan	Bollard	EA	2	\$1,200.00	\$2,400.00	\$700.00	\$1,400.00	\$975.00
TOTAL BASE BID					\$5,641,957.75		\$5,840,864.74		\$6,401,482.01
TOTAL ALTERNATE 1					\$271,570.00		\$267,159.18		\$297,362.90
TOTAL BASE BID + ALTERNATE 1					\$5,913,527.75		\$6,108,023.92		\$6,698,844.91



Mayville Dam 2 Reconstruction

Mayville, North Dakota

Project No. 22576

ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
BASE BID						
1.	012000	Mobilization	LS	1	\$249,733.05	\$249,733.05
2.	015000	Traffic Control	LS	1	\$4,028.00	\$4,028.00
3.	015000	Dust Control	LS	1	\$4,054.50	\$4,054.50
4.	312319.13	Dewatering / Control of Water	LS	1	\$262,854.00	\$262,854.00
5.	312500	Storm Water Management	LS	1	\$6,890.00	\$6,890.00
6.	311000	Clearing and Grubbing	LS	1	\$18,601.00	\$18,601.00
7.	015000	Install Temporary Access Road to the South E	LS	1	\$66,094.00	\$66,094.00
8.	015000	Remove Temporary Access Road to the South	LS	1	\$22,680.00	\$22,680.00
9.	312300	Common Excavation	LS	1	\$54,833.00	\$54,833.00
10.	312500	Sedimentation Control Wattle	LF	1,000	\$2.70	\$2,700.00
11.	312500	Floating Silt Curtain	LF	320	\$10.60	\$3,392.00
12.	024200	Remove Sign	EA	2	\$30.00	\$60.00
13.	024200	Abandon Water Pumping Manhole	LS	1	\$1,558.00	\$1,558.00
14.	024200	Abandon Water Intake Pipes	LS	1	\$1,215.00	\$1,215.00
15.	024200	Remove Electrical Box	EA	1	\$60.00	\$60.00
16.	310519.13	Geotextile Fabric - Type R1	SY	1,590	\$3.50	\$5,565.00
17.	312300	Excavation Waste	CY	7,730	\$6.10	\$47,153.00
18.	312300	Subgrade Preparation	SY	1,590	\$2.50	\$3,975.00
19.	321123	Aggregate Surface Course	CY	354	\$48.90	\$17,310.60
20.	312300	Topsoil (CV)	CY	6,468	\$4.35	\$28,135.80
21.	312300	Topsoil Import (CV)	CY	390	\$20.35	\$7,936.50
22.	329219	Seeding - Type I	ACRE	1	\$901.00	\$901.00
23.	329219	Seeding - Type III	ACRE	6	\$662.50	\$3,643.75
24.	329219	Straw Mulch	ACRE	6	\$508.80	\$3,103.68
25.	329219	Erosion Control Blanket	SY	1,810	\$2.15	\$3,891.50
26.	034100	RCP FES 12In CI III	EA	1	\$2,004.00	\$2,004.00
27.	311000	Demo Existing Sheet Pile and Concrete	LS	1	\$10,828.00	\$10,828.00
28.	314116	Sheet Pile	SF	6,062	\$85.65	\$519,167.48
29.	313716.13	Chinking Rock	TON	514	\$111.25	\$57,182.50
30.	313716.13	Cobble Rock	TON	514	\$90.21	\$46,367.94
31.	313716.13	Riprap Salvage and Place (SV)	CY	2,100	\$39.90	\$83,790.00
32.	313716.13	Riprap - R270	CY	5,460	\$95.90	\$523,614.00
33.	313716.13	Riprap - R470	CY	2,947	\$93.60	\$275,839.20
34.	313716.13	Riprap - R740	CY	3,040	\$82.85	\$251,864.00
35.	313716.13	Boulders - 3.5'-5'	EA	660	\$119.95	\$79,167.00
36.	313716.13	Boulders - 5'-7'	EA	225	\$562.00	\$126,450.00
37.	313716.13	Boulders - Fishing (4'-5' Diameter, Flat)	EA	20	\$307.00	\$6,140.00
38.	313716.13	Granular Bedding Type B3	CY	3,780	\$86.55	\$327,159.00
39.	313716.13	Granular Bedding Type B4	CY	1,170	\$69.55	\$81,373.50
40.	312300	Subsoil Embankment (CV)	CY	7,800	\$5.65	\$44,070.00
41.	312300	Subsoil Embankment Import (CV)	CY	7,780	\$17.15	\$133,427.00
42.	312300	Base Embankment Import (CV)	CY	6,120	\$19.35	\$118,422.00
43.	12000	Testing Allowance	ALLOWANCE	1	\$25,000.00	\$25,000.00
					Base Bid Total	\$3,532,234.00



Mayville Dam 2 Reconstruction

Mayville, North Dakota

Project No. 22576

ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
ALTERNATE 1				
A1 024200 Abandon Hydrant	EA	1	\$1,353.00	\$1,353.00
A2 310519.13 Geotextile Fabric - Type R1	SY	890	\$6.00	\$5,340.00
A3 312300 Subgrade Preparation	SY	890	\$4.45	\$3,960.50
A4 321123 Aggregate Surface Course	CY	200	\$49.00	\$9,800.00
A5 321623 Valley Gutter	SY	8	\$288.75	\$2,310.00
A6 321623 Sidewalk	SY	860	\$99.75	\$85,785.00
A7 321623 Concrete Pad	SY	10	\$265.00	\$2,650.00
A8 321623 Detectable Warning Panel	SF	14	\$95.40	\$1,335.60
A9 312300 Topsoil (CV)	CY	1,214	\$4.35	\$5,280.90
A10 329300 Deciduous Tree	EA	66	\$592.00	\$39,072.00
A11 329300 Ornamental Tree	EA	34	\$592.00	\$20,128.00
A12 329300 Deciduous Shrub	EA	61	\$592.00	\$36,112.00
A13 323343 Bench With Back	EA	2	\$2,704.00	\$5,408.00
A14 323323 Trash Receptacle	EA	1	\$2,911.00	\$2,911.00
A15 330130.86 Gate Valve Box - Adjust Cover	EA	5	\$65.00	\$325.00
A16 330130.86 Gate Valve Box - Replace Top Section	EA	2	\$279.00	\$558.00
A17 Plan Flat Sheet For Signs-Type XI Refl Sheeting	SF	2	\$27.00	\$54.00
A18 Plan Steel Galv Posts-Telescoping Perforated Tube	LF	11	\$23.00	\$253.00
A19 Plan Kiosk	EA	1	\$27,046.00	\$27,046.00
A20 Plan Bollard	EA	2	\$742.00	\$1,484.00
Alternate 1 Total				\$251,166.00
Total				\$3,783,400.00
Construction Contingencies (+-10% of Base Bid)				\$357,100.00
Preliminary Engineering				\$70,000.00
Design Engineering				\$400,000.00
Construction Engineering				\$600,000.00
Advertising & Publishing				\$2,500.00
Legal Fees				\$15,000.00
Land Acquisition				\$25,000.00
Temporary Easement - 12.9 Acres				\$7,000.00
TOTAL COST				\$5,260,000.00

NOTICE OF AWARD

Date of Issuance:

Owner: City of Mayville Owner's Project No.:
Engineer: Moore Engineering, Inc. Engineer's Project No.: 22576
Project: Mayville Dam 2 Reconstruction Dam Improvement District 2024-1
Contract Name: Mayville Dam 2 Reconstruction Dam Improvement District 2024-1
Bidder: Comstock Construction, Inc.
Bidder's Address: 280 S. 11st St., Wahpeton, ND 58075

You are notified that Owner has accepted your Bid dated **April 3, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Mayville Dam 2 Reconstruction Dam Improvement District 2024-1

The Contract Price of the awarded Contract is **\$3,783,400.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

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

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

1. Deliver to Owner two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

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

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

Owner: **City of Mayville**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer