

Legal Notice

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 benefited 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 benefited 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 thereof, 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 therunto 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 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

		Conisack Construction Inc. 240 S. 11th St. Wahpeton, ND 58075		Veit & Company Inc. 14000 Veit Place Rogers, MN 55374		Spruce Valley Corporation 29469 130th Ave NE Middle River, MN 56737		Industrial Builders Inc. PO Box 405 Fargo, ND 58107		
BID SUMMARY Mayville Dam 2 Reconstruction Mayville, North Dakota City of Mayville Project No. 22576 Bid Date: 04/03/2025										
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. 012005 Mobilization	LS	1	\$249,733.05	\$249,733.05	\$345,050.00	\$345,050.00	\$520,429.00	\$520,429.00	\$382,000.00	\$382,000.00
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	\$262,864.00	\$262,864.00	\$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	\$18,820.00	\$18,820.00	\$12,700.00	\$12,700.00	\$85,000.00	\$85,000.00
7. 015000 Install Temporary Access Road to the South Bank	LS	1	\$66,094.00	\$66,094.00	\$80,790.00	\$80,790.00	\$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	\$99,000.00	\$99,000.00
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 Wall	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	\$10.80	\$3,456.00	\$11.80	\$3,840.00	\$11.00	\$3,520.00	\$12.00	\$3,840.00
12. 024000 Remove Sign	EA	2	\$30.00	\$60.00	\$613.00	\$1,226.00	\$250.00	\$500.00	\$100.00	\$200.00
13. 024200 Abandon Water Pumping Manhole	LS	1	\$1,598.00	\$1,598.00	\$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	\$8,000.00	\$8,000.00
15. 024000 Remove Electrical Box	EA	1	\$60.00	\$60.00	\$613.00	\$613.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00
16. 310519.13 Geotextile Fabric - Type R1	SY	1500	\$3.50	\$5,250.00	\$3.10	\$4,620.00	\$3.00	\$4,770.00	\$3.00	\$4,770.00
17. 312300 Excavation Waste	CY	7730	\$6.10	\$47,153.00	\$11.75	\$90,857.50	\$0.01	\$77.30	\$4.00	\$61,840.00
18. 312300 Subgrade Preparation	SY	1500	\$2.50	\$3,750.00	\$1.60	\$2,400.00	\$3.90	\$4,770.00	\$3.00	\$4,770.00
19. 321123 Aggregate Surface Course	CY	354	\$48.90	\$17,110.60	\$48.00	\$16,992.00	\$37.00	\$13,098.00	\$80.00	\$17,700.00
20. 312300 Topsoil (CV)	CY	8468	\$4.35	\$36,138.80	\$5.50	\$35,574.00	\$18.00	\$150,480.00	\$5.00	\$32,240.00
21. 312300 Topsoil Import (CV)	CY	390	\$20.25	\$7,897.50	\$34.50	\$13,455.00	\$40.00	\$15,600.00	\$30.00	\$11,700.00
22. 329219 Seeding - Type I	ACRE	1	\$801.00	\$801.00	\$984.00	\$984.00	\$925.00	\$935.00	\$900.00	\$900.00
23. 329219 Seeding - Type III	ACRE	5.5	\$862.50	\$4,743.75	\$723.00	\$3,976.50	\$688.00	\$3,784.00	\$650.00	\$3,575.00
24. 329219 Straw Mulch	ACRE	8.1	\$598.80	\$3,105.88	\$556.00	\$3,391.60	\$528.00	\$3,228.80	\$500.00	\$3,550.00
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 PES 12in CI II	EA	1	\$7,004.00	\$7,004.00	\$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	\$80.00	\$363,690.00
29. 313716.13 Chinking Rock	TON	514	\$111.25	\$57,182.50	\$85.50	\$30,069.00	\$80.00	\$41,120.00	\$80.00	\$41,120.00
30. 313716.13 Cobble Rock	TON	514	\$80.21	\$41,367.94	\$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	\$39.80	\$83,580.00	\$8.30	\$18,530.00	\$70.00	\$147,000.00	\$50.00	\$105,000.00
32. 313716.13 Riprap - R270	CY	5460	\$95.90	\$520,314.00	\$104.00	\$567,840.00	\$120.00	\$656,200.00	\$112.00	\$611,584.00
33. 313716.13 Riprap - R470	CY	2947	\$92.60	\$272,899.20	\$111.00	\$327,117.00	\$110.00	\$329,170.00	\$112.00	\$330,064.00
34. 313716.13 Riprap - R740	CY	3040	\$92.85	\$281,864.00	\$126.00	\$383,040.00	\$110.00	\$334,400.00	\$112.00	\$340,480.00
35. 313716.13 Boulders - 3.5'-5'	EA	660	\$118.25	\$78,167.00	\$178.00	\$117,880.00	\$300.00	\$198,000.00	\$290.00	\$185,000.00
36. 313716.13 Boulders - 5'-7'	EA	225	\$582.00	\$131,950.00	\$985.00	\$221,375.00	\$730.00	\$164,250.00	\$700.00	\$157,500.00
37. 313716.13 Boulders - Flaming 14'-6" Diameter, Flat	EA	20	\$307.00	\$6,140.00	\$440.00	\$8,800.00	\$498.00	\$9,960.00	\$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	\$121.00	\$141,770.00	\$111.00	\$129,870.00	\$110.00	\$128,700.00
40. 312300 Subsoil Embankment (CV)	CY	7800	\$5.85	\$45,670.00	\$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	\$194,600.00	\$16.00	\$124,480.00
42. 312300 Base Embankment Import (CV)	CY	6120	\$19.25	\$117,810.00	\$18.25	\$111,810.00	\$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
Alternate 1										
A1 024200 Abandon Hydrant	EA	1	\$1,363.00	\$1,363.00	\$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	\$2,480.00	\$3.00	\$2,670.00	\$3.00	\$2,670.00
A3 312300 Subgrade Preparation	SY	890	\$4.45	\$3,960.50	\$1.80	\$1,602.00	\$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 321823 Valley Gutter	SY	8	\$289.75	\$2,318.00	\$292.00	\$3,144.00	\$275.00	\$2,200.00	\$320.00	\$2,560.00
A6 321823 Sidewalk	SY	860	\$99.75	\$85,785.00	\$119.00	\$102,340.00	\$99.00	\$86,140.00	\$110.00	\$94,600.00
A7 321823 Concrete Pad	SY	10	\$265.00	\$2,650.00	\$376.00	\$3,760.00	\$275.00	\$2,750.00	\$360.00	\$3,600.00
A8 321823 Detectable Warning Panel	SF	14	\$65.40	\$915.60	\$104.00	\$1,456.00	\$98.00	\$1,386.00	\$95.00	\$1,330.00
A9 312300 Topsoil (CV)	CY	1214	\$4.35	\$5,260.90	\$5.80	\$6,977.00	\$16.00	\$19,424.00	\$6.00	\$7,284.00
A10 329300 Deciduous Tree	EA	66	\$592.00	\$39,032.00	\$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	\$36,000.00
A13 323343 Bench With Back	EA	2	\$2,704.00	\$5,408.00	\$5,630.00	\$11,260.00	\$5,812.00	\$11,224.00	\$2,800.00	\$5,600.00
A14 323323 Trash Receptacle	EA	1	\$2,811.00	\$2,811.00	\$4,170.00	\$4,170.00	\$3,020.00	\$3,020.00	\$2,800.00	\$2,800.00
A15 330130.85 Gate Valve Box - Adjust Cover	EA	5	\$65.00	\$325.00	\$835.00	\$4,175.00	\$617.00	\$3,085.00	\$800.00	\$3,000.00
A16 330130.85 Gate Valve Box - Replace Top Section	EA	2	\$279.00	\$558.00	\$800.00	\$1,600.00	\$502.00	\$1,004.00	\$900.00	\$1,800.00
A17 Plan Flat Sheet For Signs-Type XI Ret Shading	SF	2	\$17.00	\$34.00	\$275.00	\$550.00	\$36.00	\$72.00	\$30.00	\$60.00
A18 Plan Steel Gully 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	\$950.00	\$1,900.00
TOTAL BASE BID			\$3,532,234.00		\$4,666,305.48		\$4,336,543.14		\$5,168,788.00	
TOTAL ALTERNATE 1			\$291,164.00		\$284,626.00		\$281,106.00		\$286,839.00	
TOTAL BASE BID + ALTERNATE 1			\$3,783,400.00		\$4,940,931.48		\$4,617,649.14		\$5,435,627.00	