

Legal Notice

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 off 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 ifupon 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 abovenamed 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.

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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 Sheriffs report  
Halvorson made the motion to adjourn the meeting. Moen seconded the motion. Motion carried.

Karl Jorgenson, Mayor  
Julie Christianson, Deputy Audi-

<div><div><div><div></div><div>moore</div><div>engineering, inc.</div></div></div><div>Mayville Dam 2 Reconstruction</div><div>Mayville, North Dakota Project No. 22576</div><div>ENGINEER'S STATEMENT OF ESTIMATED COST</div></div>					
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	\$282,854.00	\$282,854.00	
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	\$3,943.75	
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	
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 Sheetling	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