

AGENDA
MANDAN CITY COMMISSION
AUGUST 5, 2014
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the minutes from the July 15, 2014 Board of City Commission meeting.
- E. PUBLIC HEARING:
- F. BIDS:
1. Consider award of bid for UV Disinfection Equipment Pre-procurement for wastewater treatment plant optimization project.
 2. Consider award of bid for SID # 190, Project 2014-02 (Keidel's South Heart Terrace 3rd Addition).
- G. CONSENT AGENDA:
1. Consider sole source purchase for AV equipment.
 2. Consider appointments of Mayor Van Beek to Morton Mandan Combined Communications Center Advisory Committee and Commissioner Laber as a Liaison to the Dakota Media Access Board of Directors.
 3. Consider approval of Sunday Openings for Mandan Eagles Club for August 17, 2014 and August 31, 2014.
 4. Consider approval of ad for bid for 2014 water system improvements.
 5. Consider Change Order for UPS Backup Equipment for Lift Station Alarm System Upgrade Project.
 6. Acting as the Board of Adjustment, consider for approval setback variance for Lot 17, Block 2 Lakewood Harbor 3rd Addition
 7. Consider Law Enforcement Records Management System Agreement.
 8. Consider approval of games of chance for Pink it Forward at Mandan Municipal Golf Course on August 22, 2014.
- H. OLD BUSINESS:

Agenda
Mandan City Commission
August 5, 2014
Page 2 of 2

I. NEW BUSINESS:

1. Presentation, Bismarck Mandan Development Association update
2. Presentation, North Dakota Missouri River Stakeholders Project Team.
3. Presentation by Mike Manstrom, Dougherty & Company LLC, regarding the sale of \$2,560,000 Refunding Improvement Bonds of 2014, Series A. (See Resolutions #1)
4. Consider City of Mandan proposal for a Facebook page.
5. Consider Appointment of Mike Wagner to the Mandan Airport Authority.

J. RESOLUTIONS AND ORDINANCES:

1. Consider Resolution Awarding Sale of \$2,560,000 Refunding Improvement Bonds of 2014, Series A.
2. Consider for approval adoption of revised resolution vacating a portion of 11th Ave. SW

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. August 19, 2014
2. September 2, 2014 – 5 p.m. start
3. September 16, 2014

M. ADJOURN

Public Communication

A scheduled time for public participation has been placed on the agenda at Mandan City Commission meetings. The Board desires to hear the viewpoints of citizens throughout the City. Individuals wishing to address the Board are encouraged to make arrangements with the Board President or the City Administrator prior to the meeting. Comments should be made to the Board and not to individuals in the audience and be related to City operations and programs. The Board will not hear personal complaints against any person connected with the City. If a citizen would like to add a topic to the agenda, arrangements must be made in advance with the City Administrator or Board President. The Board reserves the right to eliminate or restrict the time allowed for public participation. The Board requests that comments are limited to three (3) minutes or less. Groups of individuals addressing a common concern are asked to designate a spokesperson.

The Mandan City Commission met in regular session at 5:30 p.m. on July 15, 2014 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Laber, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development & Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim.

Mayor Van Beek welcomed Commissioner Laber to her first City Commission meeting.

B. APPROVAL OF AGENDA: Commissioner Braun motioned to approve the Agenda as presented. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

C. PUBLIC COMMUNICATIONS: Mayor Van Beek invited anyone to come forward to address items on the Agenda. A second announcement was made to come forward to speak for or against items on the Agenda. Hearing none, this portion of the Public Communications forum was closed.

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held June 30, 2014.* Commissioner Tibke moved to approve the minutes as presented. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

G. CONSENT AGENDA

1. *Consider approval of monthly bills.*

3. *Consider approval of games of chance for American Foundation for Suicide Prevention at Prairie West Golf Course on July 17, 2014.*

4. *Consider approval of the pledge of securities reports as required by NDCC 21-04.*

5. *Consider approval of site authorization for Horse Race ND at Bar M Steakhouse from July 1, 2014 through June 30, 2015.*

6. *Consider approval of Property Tax Exemption for improvements to Commercial & Residential Buildings – Creative Construction.*

7. *Approve amendment to Engineering Service Agreement with Wenck and Associates for increased work required to design Roughriders Street Improvement Project.*

Commissioner Rohr moved to approve the Consent Agenda items 1, 3, 4, 5, 6, 7 as presented and to remove Consent Agenda item 2 for discussion. Commissioner Braun

seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Removed for discussion: Consider for approval rezoning of Lots 2-4, Block 1 Lakewood Commercial Park.* Principal Planner Decker stated that this matter is a request to change the zoning on this parcel of land from MA to CB, from an industrial zone to a commercial zone. The Planning & Zoning Commission reviewed this and made a recommendation to move this forward. Their only concern was that there are no single family lots in this area because the proposal is to construct a number of multi-family duplex lots along with some 4-plex lots and also an area of commercial lots. The commercial lots will be put on the frontage along 46th Avenue Southeast. There has been discussion on the tentative lot layout. He explained the recent adjustments made to the lot layout. This area is immediately across the street from the water park. He explained that the CB zoning will allow for a mix-use lots wherein the current MA zoning would be primarily industrial use, which is not preferred in this area. The developer and the engineer were available to answer questions.

Commissioner Laber inquired if there was a planned use development because that element already exists in the current ordinances. The City has the ability and mechanisms available wherein the City would be assured of the land use because it is planned with the planning staff and they would not be able to deviate from that, plus or minus a certain percentage of square footage, unless it would come back to the City Commission. That would alleviate potential resistance to have just housing while the vision of the City is to have a commercial zone that could be used in other commerce related areas rather than living space. Has the planned used development been presented to the developer? Planner Decker replied that this is an option because that is addressed in the Code and this could be an opportunity, this site, because of the mixed use within this development.

Commissioner Tibke commented that she would like to see additional commercial zoning in that area. For planned use development we would pass the CB zoning but how would that be incorporated? Commissioner Laber questioned whether planned use development is an actual zoning or just a planned use development? Planner Decker explained that it is a formalized site plan that becomes that planned use development wherein you would indicate the locations of where everything is located, which is another step. This request could be approved contingent on submittal of a planned use development concept plan for this site which could be approved at a later meeting. Planner Decker explained how the ordinance allows for adjustments for determining the mixed use plan as the market determines. Commissioner Tibke commented that it is important to have an alternate plan in place if original plans do not work out.

Commissioner Laber moved to approve the rezoning of Lots 2-4, Block 1 Lakewood Commercial Park from MA to CB contingent on the submittal of a planned use development plan that meets the Planning and Zoning Commission requirements and there is approval for the final plan. Commissioner Rohr seconded the motion. Roll call

vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider Street repair work on 37th Ave NW and overlay on Old Red Trail.*

Director of Public Works Wright presented a request to award the street repair work on 37th Avenue NW and overlay on Old Red Trail to Northern Improvement Co. in the amount of \$254,652.50 through a change order SID #176 Lakewood 6th and 7th Additions. Director Wright explained that with the Red Trail Elementary School scheduled to open this year, 37th Avenue NW is in need of improvements. The second part of the project would be an overlay on Old Red Trail from Highland Road to Crown Point Road. The overlay will be in preparation for future road construction in 2016. Funds for this project will come from the State Treasurer in the amount of \$843,243.59 earmarked for use on roadway maintenance purposes. Director Wright recommended approval of this request.

Commissioner Rohr moved to approve the request to award the street repair work on 37th Avenue NW and overlay on Old Red Trail to Northern Improvement Co. in the amount of \$254,652.50 through a change order SID #176 Lakewood 6th and 7th Additions.

Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider Growth Fund Committee recommendation on Storefront Improvement Application for 306 W Main by Eve Kostecky/BREA boutique.* Business Development & Communications Director Huber presented a request for approval of matching funds for property at 306 W Main recently acquired by Eve Kostecky and Dave Albrecht. They plan to expand the operations of the BREA Boutique to this location on Main Street with improvements to the exterior of the building. She reviewed some of the improvements that are planned including signage, staining of the brick, new storefront glass, replacement of windows, replacement of tile, and painting. The Architectural Review Commission has recommended approval of the request. The estimated improvement costs are \$43,424 plus possible costs to upgrade the front door to accommodate an automatic door opener. There is funding in the Growth Fund for this project and the Mandan Growth Fund Committee recommends approval. There may be additional applications in the future for Renaissance Zone funding and possibly for the retail and restaurant incentive. The owners were available to answer questions.

Commissioner Laber moved to approve the storefront improvement application by Eve Kostecky at a 50% match rate to the actual investment for up to \$30,000 in matching funds to be provided as a forgivable loan upon project completion. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider Engineering Service Agreement with AE2S for design of water distribution system improvements.* Planning & Engineering Director Froseth stated that the Engineering Department, in cooperation with the Public Works Department, have identified water improvement projects that were amended to the capital improvement plans last year. The projects would be: (i) Relocate a pressure reducing valve from north of I-94 to south of I-94 in order to improve pressures in this area. (ii) Inspect Collins reservoir in anticipation of a reservoir improvement project. In order to do so, it is necessary to install pipe and valves to drain Collins reservoir without disrupting any of the system downstream of it. The Engineering Department is requesting to hire AE2S in order to accomplish design and construction inspection of these projects to be completed this year.

Commissioner Braun moved to approve the Engineering Service Agreement with AE2S for the Mandan 2014 Water System Improvements. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider commission portfolio assignments.* Mayor Van Beek stated there has been one change to the portfolio assignments and that is under Cemetery, wherein Commissioner Braun will be removed and replaced by Commissioner Tibke; and under Mandan Airport Authority, Commissioner Tibke will be removed and replaced by Commissioner Braun.

Commissioner Tibke moved to approve the commission portfolio assignments to include the changes as noted. Commissioner Labor seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

Board of City Commissioners Vice-President Position: Commissioner Rohr moved to appoint Commissioner Tibke as the Vice-President of the Board of City Commissioners. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

Appointment of Commissioner Laber to the Morton County Planning & Zoning Committee: Commissioner Tibke moved to approve the appointment of Commissioner Laber to the Morton County Planning & Zoning Committee. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

1. *Second consideration and final passage of Ordinance 1186 annexing land in Section 3, Township 138 North, Range 81 West.* Commissioner Tibke moved to approve

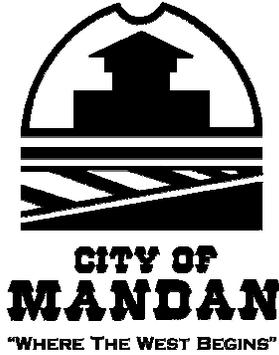
the final passage of Ordinance 1186 annexing land in Section 3, Township 138 North, Range 81 West. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 6:00 p.m. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners



Bids #1

Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Wastewater Treatment Plant
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider award of bid to provide UV Disinfection Equipment to Trojan Technologies, Inc.

STATEMENT/PURPOSE:

To request the award of bid for UV Disinfection Equipment to Trojan Technologies, Inc.

BACKGROUND/ALTERNATIVES:

Two bids were received and opened on July 22nd for the UV Disinfection Equipment needing replacement at the wastewater treatment plant. This equipment is to be installed as part of a larger project to improve in several areas of the wastewater treatment plant. As part of the analysis of bids, AE2S has conducted a design-life analysis in order to best evaluate the two bids over the life-cycle of the equipment. The result of that analysis, provided in the attached, is a recommendation to award bid to Trojan Technologies, Inc. despite the fact that their bid for capital cost only of the equipment was higher, \$159,100 vs. \$147,000 for the Xylem Water Solutions USA, Inc. bid. The engineers estimate for the equipment was \$350,000.

ATTACHMENTS:

- 1) Review of Bids, Including Life Cycle Cost Analysis

FISCAL IMPACT:

\$350,000 was budgeted for this equipment. The difference between the bid amount and the estimate can be applied towards the wastewater treatment plant optimization project currently being designed. A Clean Water State Revolving Fund (CWSRF) loan will be applied for and most likely in place later this year for the construction of the entire project including this equipment.

STAFF IMPACT:

Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid to provide UV Disinfection Equipment to Trojan Technologies, Inc.

Page 2 of 5

LEGAL REVIEW:

All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION:

Approve the award of bid to Trojan Technologies, Inc. for the UV Disinfection Equipment.

SUGGESTED MOTION:

I move to approve the award of bid to Trojan Technologies, Inc. for the UV Disinfection Equipment.

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid to provide UV Disinfection Equipment to Trojan Technologies, Inc.

Page 3 of 5



July 30, 2014

Mr. Justin Froseth
Planning and Engineering Director
City of Mandan
205 Second Avenue NW
Mandan, ND 58554

Re: Review of Bids
UV Disinfection Equipment Procurement
Mandan Waste Water Treatment Facility

Justin,

Bids were received for the above-referenced project on Tuesday, July 22, 2014, and were opened and read aloud. A total of two (2) bids were received and a summary of the results are presented below.

Bidder	Total Base Bid Price
Xylem Water Solutions USA, Inc. (WEDECO TAK55)	\$147,000.00
Trojan Technologies, Inc. (Trojan 3000 Plus)	\$159,100.00

There were no irregularities in the bids. Please note that these bids do not include any installation costs and prices only include the price of the equipment which includes the following:

- UV Modules / Lamps / Ballasts
- System and Power Controls
- Cleaning System
- Online UVT Monitor
- Water Level Sensor
- Water Level Control Gate
- Baffle Plate
- Spare Parts
- Lifting Bracket and Sling
- Startup and Training Services
- Warranty

Although the systems are similar, there are a few differences the City of Mandan should be aware of. One major difference is the cleaning systems. The Trojan 3000 Plus system uses a hydraulically controlled chemical/mechanical wiping system. The system applies a small amount of ActiClean gel along with mechanical wiping. The WEDECO TAK55 uses only a mechanical controlled wiping system. Trojan estimates their cleaning system to cost approximately \$50,000 of the equipment cost. WEDECO estimates their cleaning system to cost approximately \$17,800 of the equipment cost. A design and maintenance comparison of the two systems is presented below.

\\ae2s\projects\Projects\Mandan\F00510-2012-006051UV Bidding

Advanced Engineering and Environmental Services, Inc.
1815 Schafer Street, Suite 301 • Bismarck, ND 58501 • (t) 701-221-0530 • (f) 701-221-0531

Review of Bids
UV Disinfection Equipment Procurement

July 30, 2014
Page 2 of 3

Trojan vs WEDECO Design Comparison

Description	Trojan 3000 Plus	WEDECO TAK55
Design Capacity (MGD)	7.0	7.0
Design UVT (%)	55	55
Number of Banks	2	2
Number of Modules	14	8
Lamps Per Module	6	12
Total Number of Lamps	84	96
Number of Ballasts	42	48
Lamp Wattage	250	315

Trojan vs WEDECO Maintenance Comparison

Description	Trojan 3000 Plus	WEDECO TAK55
Manufacturer Lamp Replacement Cost	\$225	\$135
Manufacturer Lamp Life (hours)	15,000	14,000
Manufacturer Number of Lamps Replaced per Year	12	30
Manufacturer Ballast Replacement Cost	\$450	\$300
Manufacturer Ballast Life (years)	10	5
Manufacturer Number of Ballasts Replaced per Year	2	2
Maximum Power Consumption (KW)	21.0	31.7

Due to the bids being so close, a present worth analysis was performed to account for the operation and maintenance cost differences between the two systems. A summary of the capital, operation, maintenance, and replacement (OM&R) costs are presented below.

Trojan vs WEDECO Capital Costs

Description	Trojan 3000 Plus	WEDECO TAK55
Capital Cost		
Equipment	\$159,100	\$147,000
Additional Electrical Costs	\$0	\$2,500
Contractor Installation	\$35,000	\$35,000
Total	\$194,100	\$184,500

Trojan vs WEDECO OM&R Costs

Description	Trojan 3000 Plus	WEDECO TAK55
Labor	\$7,800	\$7,800
Power	\$4,460	\$6,720
Maintenance	\$800	\$740
Replacement	\$9,710	\$9,230
Lamp Replacement	\$2,700	\$4,050
Ballast Replacement	\$900	\$600
Total	\$26,370	\$28,010



Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid to provide UV Disinfection Equipment to Trojan Technologies, Inc.

Page 5 of 5

Review of Bids
UV Disinfection Equipment Procurement

July 30, 2014
Page 3 of 3

The WEDECO system requires some additional wiring costs to be covered by the electrical contractor and is estimated to be approximately \$2,000 to \$4,000 from past customer experiences. We included \$2,500 in the capital cost comparison above. Power costs assume power costs at an average flow of 2.5 MGD. Maintenance costs assume a 0.5% cost to maintain the systems per year. Replacement costs assume a yearly cost to replace the equipment over a 20 year design life. Lamp and ballasts replacement costs assume the estimated number of lamps and ballasts to be replaced per year as recommended by the manufacturer. Taking into account the capital and OM&R costs, a present worth analysis is presented below.

Trojan vs WEDECO Present Worth Costs

Description	Trojan 3000 Plus	WEDECO TAK55
Present Worth Capital Cost	\$194,100	\$184,500
Present Worth O&M Costs	\$358,400	\$396,000
Total Present Worth Costs	\$552,500	\$580,500

A 20-year time period and 4 percent interest rate was assumed for the present worth analysis. The results indicate that WEDECO is slightly more cost competitive on a capital cost basis but is slightly more expensive over the long term on present worth basis. This is mostly due to the extra power consumption and greater number of lamps the manufacturer says it will need to replace per year. Both units are very cost competitive given the difficulty to perfectly forecast lamp and ballast replacements. The Trojan 3000 Plus was found to be more cost competitive over the long term. Trojan Technologies, Inc. meets the minimum manufacturer qualification requirements found in the specifications.

Based on review of the bids, Xylem Water Solutions, USA is the apparent low bidder. Based on life cycle analysis Trojan Industry is the better value. AE2S recommends consideration to award the UV Disinfection Equipment Procurement to Trojan Technologies, Inc. for a total contract amount of \$159,100.00 as the least cost option. Award is contingent on North Dakota Department of Health approval. Please do not hesitate to call us at 701-221-0530 with any comments or questions you may have.

Sincerely,

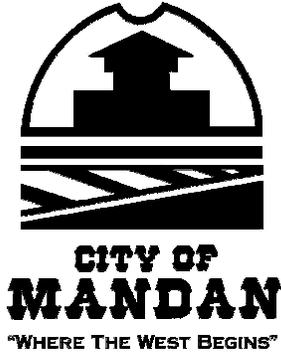
Advanced Engineering and
Environmental Services, Inc.



Kenneth J. Weber, P.E.
Senior Project Manager

C: Elizabeth Duran-Tokach, North Dakota Department of Health





BID No. 2
REVISED 8/5/14

Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

STATEMENT/PURPOSE: This is a review and possible award of bids for Street Improvement District No. 190, Project 2014-02 (Keidel's South Heart Terrace 3rd Addition).

BACKGROUND/ALTERNATIVES: We received two bids on July 8 for the project and Mariner Construction was the low bidder. The bid amount was \$1,609,514.53. The Engineer's estimate was \$1,501,155.00. The bid is 7.2% higher than the engineer's estimate.

At the June 17th meeting, the City Commission requested that the developer provide a letter of credit for the cost of development above \$30,000 per lot for the street portion of the project and for the entire amount of the storm sewer improvements. Since then, the developer has petitioned the property he owns to the south of this development so that a portion of storm sewer that would benefit that area can be assessed to it.

The Letter of Credit was submitted by e-mail on morning of Monday, August 5th. City staff had questions and concerns that were relayed to developer Monday afternoon. The developer revised the Letter of Credit to address those questions and concerns and sent the revision back by e-mail this (Tuesday) morning. City staff still has questions and concerns that we would like to address before accepting low bid.

ATTACHMENTS:

1. Bid Tabulation
2. Page 5 of June 17th Meeting Minutes

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 2 of 10

3. District Map
4. Resolution approving Contractor and Contractor's Bond
5. Submitted Letter of Credit
6. Suggested outline of release of Letter of Credit terms and schedule.

FISCAL IMPACT: The Project will be paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$1,609,514.53 plus the engineering and administrative cost of \$563,330.09 totaling \$2,172,844.62. The special assessments will be assessed to the benefiting property. These items would be entirely special assessed to the benefiting properties. There are 50 lots within this special assessment district which would be equally assessed on the street improvements approximately \$27,983.20 each. The storm water costs would be shared by all property within the district at an approximate cost of 22 cents per square foot. This additional cost per lot would range from \$2,809.18 for the smallest lot to \$6,089.16 for the largest lot based on the square footage of the lot. The unplatted parcel of property of 55.57 acres would have approximately \$532,538.40 in specials assessed to it.

STAFF IMPACT: Minimal

LEGAL REVIEW: These documents have been forwarded to the City Attorney for his review.

RECOMMENDATION: We would NOT recommend awarding the project to Mariner Construction based on unresolved questions and concerns with the submitted Letter of Credit.

SUGGESTED MOTION: Move to DENY awarding the bid to Mariner Construction as the low bidder of Street Improvement District 190 Project 2014-02 (Keidel's South Heart Terrace 3rd Addition).

SHEET NO. 1

BID TAB

KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION
 STREET IMPROVEMENT DISTRICT NO. 190
 CITY PROJECT NO. 2014-02
 TECO #2194
 DATE: JULY 8, 2014

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ENGINEERS EST.	UNIT PRICE	WARRINER CONST.	UNIT PRICE	TAND CONST.	UNIT PRICE	FORCE ENT.	UNIT PRICE	NORTHERN IMP.	UNIT PRICE	QUAM CONST.
STREET ITEMS															
202-4-1	UNCLASSIFIED EXCAVATION	2000	CY	\$ 5.00	\$ 10,000.00	\$ 9.03	\$ 18,000.00	\$ 14.00	\$ 28,000.00	\$ 9.75	\$ 15,500.00	\$ 10.10	\$ 20,200.00	\$ 10.00	\$ 20,000.00
203-3-1	WATERING	75	M GAL	\$ 15.00	\$ 1,125.00	\$ 80.00	\$ 6,000.00	\$ 1.00	\$ 75.00	\$ 86.00	\$ 6,450.00	\$ 12.80	\$ 960.00	\$ 88.00	\$ 6,600.00
204-3-1	SUBGRADE PREPARATION	18350	SY	\$ 2.00	\$ 36,700.00	\$ 4.24	\$ 77,804.00	\$ 3.20	\$ 58,720.00	\$ 4.60	\$ 84,430.00	\$ 3.60	\$ 66,060.00	\$ 5.00	\$ 91,750.00
205-3-1	SILT FENCE	500	LF	\$ 8.25	\$ 4,125.00	\$ 8.00	\$ 4,000.00	\$ 7.00	\$ 3,500.00	\$ 5.35	\$ 2,675.00	\$ 5.40	\$ 2,700.00	\$ 3.50	\$ 1,750.00
205-3-4	12" FIBER ROLL	400	LF	\$ 6.00	\$ 2,400.00	\$ 5.28	\$ 2,112.00	\$ 5.00	\$ 2,000.00	\$ 7.50	\$ 3,000.00	\$ 7.60	\$ 3,040.00	\$ 12.00	\$ 4,800.00
302-4-1	STABILIZED GRAVEL BASE	500	TON	\$ 25.00	\$ 12,500.00	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00	\$ 47.75	\$ 23,875.00	\$ 29.50	\$ 14,800.00	\$ 48.40	\$ 24,200.00
304-6-1B	AC STABILIZED BASE (CLASS B 1/2-1/2")	2400	TON	\$ 105.00	\$ 252,000.00	\$ 104.25	\$ 250,200.00	\$ 110.00	\$ 264,000.00	\$ 115.00	\$ 276,000.00	\$ 105.70	\$ 253,680.00	\$ 140.45	\$ 337,980.00
401-6-2B	AC SURFACE COURSE (CLASS B) 2"	1920	TON	\$ 105.00	\$ 201,600.00	\$ 104.25	\$ 200,160.00	\$ 110.00	\$ 211,200.00	\$ 110.00	\$ 211,200.00	\$ 105.70	\$ 202,940.00	\$ 140.45	\$ 269,664.00
402-4-2	BITUMINOUS TACK COAT	850	GAL	\$ 2.25	\$ 1,912.50	\$ 5.30	\$ 4,505.00	\$ 5.00	\$ 4,250.00	\$ 5.75	\$ 4,887.50	\$ 2.60	\$ 2,210.00	\$ 6.00	\$ 5,100.00
403-4-1	BITUMINOUS SEAL COAT	16630	SY	\$ 2.50	\$ 41,575.00	\$ 2.62	\$ 43,570.60	\$ 3.00	\$ 49,890.00	\$ 2.50	\$ 41,575.00	\$ 2.70	\$ 44,901.00	\$ 3.00	\$ 45,890.00
602-4-1	6" CONCRETE	3900	SF	\$ 6.25	\$ 24,375.00	\$ 7.23	\$ 28,197.00	\$ 7.00	\$ 27,300.00	\$ 7.00	\$ 27,300.00	\$ 9.70	\$ 37,830.00	\$ 12.00	\$ 46,800.00
603-5-3	STANDARD CURB & GUTTER	7220	LF	\$ 18.50	\$ 133,570.00	\$ 15.56	\$ 112,343.20	\$ 15.00	\$ 106,300.00	\$ 15.00	\$ 106,300.00	\$ 27.20	\$ 124,184.00	\$ 16.00	\$ 115,520.00
100-3-4	STREET LIGHT CONTROL PANEL	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00
100-4-11	2" PVC ELECTRIC CONDUIT	543	LF	\$ 2.50	\$ 1,357.50	\$ 4.45	\$ 2,416.35	\$ 4.00	\$ 2,172.00	\$ 2.40	\$ 1,303.20	\$ 4.40	\$ 2,389.20	\$ 4.50	\$ 2,443.50
100-4-12	TRENCHING 27" DEEP	3657	LF	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00	\$ 4.25	\$ 15,542.25	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00
100-4-2	JUNCTION BOXES	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00	\$ 1,200.00	\$ 9,600.00	\$ 975.00	\$ 7,800.00	\$ 950.00	\$ 7,920.00	\$ 990.00	\$ 7,920.00
100-4-24	3-NO. 2 CONDUCTORS	4114	LF	\$ 6.00	\$ 24,684.00	\$ 7.67	\$ 31,554.38	\$ 8.00	\$ 32,912.00	\$ 7.00	\$ 28,798.00	\$ 7.60	\$ 31,256.40	\$ 7.50	\$ 30,855.00
100-4-25	NO. 6 COPPER GROUND	4114	LF	\$ 1.00	\$ 4,114.00	\$ 1.12	\$ 4,607.68	\$ 1.15	\$ 4,731.10	\$ 1.05	\$ 4,319.70	\$ 1.10	\$ 4,525.40	\$ 1.00	\$ 4,114.00
100-4-3	TYPE C STANDARD WITH COPPER W/AVION N/NTSA LED LUMINAIRE	22	EA	\$ 3,000.00	\$ 66,000.00	\$ 3,000.00	\$ 66,000.00	\$ 3,000.00	\$ 66,000.00	\$ 2,950.00	\$ 64,900.00	\$ 2,970.00	\$ 65,340.00	\$ 2,970.00	\$ 65,340.00
120-4-1	4" TOPSOILING SEEDING & HYDROMULCH	2.5	Acre	\$ 16,000.00	\$ 40,000.00	\$ 27,277.78	\$ 68,194.45	\$ 25,000.00	\$ 62,500.00	\$ 18,000.00	\$ 45,000.00	\$ 21,758.00	\$ 54,395.00	\$ 9,800.00	\$ 24,500.00
1206-4-1	ADJ MANHOLE CASTING-ASP+P/MT	38	EA	\$ 400.00	\$ 15,200.00	\$ 600.00	\$ 22,800.00	\$ 600.00	\$ 22,800.00	\$ 1,000.00	\$ 38,000.00	\$ 601.70	\$ 22,864.60	\$ 475.00	\$ 18,050.00
1206-4-19	ADJUST VALVE BOX-UNPAVED AREA	24	EA	\$ 250.00	\$ 6,000.00	\$ 400.00	\$ 9,600.00	\$ 300.00	\$ 7,200.00	\$ 500.00	\$ 12,000.00	\$ 254.00	\$ 6,336.00	\$ 156.00	\$ 3,744.00
1206-4-5	ADJUST 36" INLET CASTING	26	EA	\$ 400.00	\$ 10,400.00	\$ 50.00	\$ 1,300.00	\$ 70.00	\$ 1,820.00	\$ 48.00	\$ 1,248.00	\$ 60.50	\$ 1,575.00	\$ 61.00	\$ 1,585.00
1206-4-7	ADJUST 72" INLET CASTING	2	EA	\$ 600.00	\$ 1,200.00	\$ 61.12	\$ 122.24	\$ 80.00	\$ 160.00	\$ 60.00	\$ 120.00	\$ 60.50	\$ 121.00	\$ 61.00	\$ 122.00
SP	MOBILIZATION & BONDS	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 97,000.00	\$ 97,000.00	\$ 109,983.30	\$ 109,983.30	\$ 104.00	\$ 91,650.00
SP	STREET NAME SIGNS	19	EA	\$ 100.00	\$ 1,900.00	\$ 400.00	\$ 7,600.00	\$ 500.00	\$ 9,500.00	\$ 100.00	\$ 1,900.00	\$ 103.80	\$ 1,972.20	\$ 104.00	\$ 1,976.00
SP	STOP SIGN & POST	2	EA	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 190.00	\$ 380.00	\$ 192.50	\$ 385.00	\$ 193.00	\$ 386.00
SP	ROAD CLOSED BARRICADE	6	EA	\$ 600.00	\$ 3,600.00	\$ 450.00	\$ 2,700.00	\$ 700.00	\$ 4,200.00	\$ 600.00	\$ 3,600.00	\$ 605.00	\$ 3,630.00	\$ 605.00	\$ 3,630.00
														STREET ITEMS TOTAL	\$ 1,152,896.50

SHEET NO. 2

BID TAB

KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION
 STREET IMPROVEMENT DISTRICT NO. 190
 CITY PROJECT NO. 2014-02
 TECO #2194
 DATE: JULY 8, 2014

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ENGINEERS EST.	UNIT PRICE	MARINER CONST.	UNIT PRICE	T&A ND CONST.	UNIT PRICE	FORCE ENT.	UNIT PRICE	NORTHERN IMP	UNIT PRICE	QUAM CONST.
STORM SEWER ITEMS															
802-4.2	12" STORM SEWER PIPE	41	LF	\$ 35.00	\$ 1,435.00	\$ 50.00	\$ 2,050.00	\$ 55.00	\$ 2,255.00	\$ 45.00	\$ 1,845.00	\$ 52.70	\$ 2,160.70	\$ 48.00	\$ 1,968.00
802-4.2	15" RCP STORM SEWER PIPE	531	LF	\$ 42.00	\$ 22,302.00	\$ 50.00	\$ 26,550.00	\$ 55.00	\$ 29,205.00	\$ 45.00	\$ 23,895.00	\$ 52.70	\$ 27,983.70	\$ 58.50	\$ 31,063.50
802-4.3	18" RCP STORM SEWER PIPE	1082	LF	\$ 47.00	\$ 50,854.00	\$ 58.85	\$ 63,718.98	\$ 58.00	\$ 62,756.00	\$ 53.00	\$ 57,346.00	\$ 62.00	\$ 67,084.00	\$ 62.00	\$ 67,084.00
802-4.5	24" RCP STORM SEWER PIPE	741	LF	\$ 58.00	\$ 42,978.00	\$ 77.76	\$ 57,634.98	\$ 60.00	\$ 44,460.00	\$ 70.00	\$ 51,870.00	\$ 81.90	\$ 60,687.90	\$ 75.00	\$ 55,575.00
802-4.7	30" RCP STORM SEWER PIPE	994	LF	\$ 80.00	\$ 79,520.00	\$ 111.12	\$ 110,453.28	\$ 92.00	\$ 91,448.00	\$ 100.00	\$ 99,400.00	\$ 117.00	\$ 115,298.00	\$ 87.00	\$ 86,478.00
802-4.8	33" RCP STORM SEWER PIPE	422	LF	\$ 100.00	\$ 42,200.00	\$ 116.67	\$ 49,234.74	\$ 110.00	\$ 46,420.00	\$ 105.00	\$ 44,310.00	\$ 122.90	\$ 51,863.80	\$ 117.00	\$ 49,374.00
802-4.9	36" RCP STORM SEWER PIPE	50	LF	\$ 120.00	\$ 6,000.00	\$ 116.67	\$ 5,833.50	\$ 120.00	\$ 6,000.00	\$ 105.00	\$ 5,250.00	\$ 122.90	\$ 6,145.00	\$ 125.00	\$ 6,250.00
802-4.60	BEDDING MATERIAL	1600	TON	\$ 15.00	\$ 24,000.00	\$ -	\$ -	\$ 10.00	\$ 16,000.00	\$ -	\$ -	\$ 1.20	\$ 1,920.00	\$ 19.00	\$ 30,400.00
802-4.50	12" FLARED END SECTION	1	EA	\$ 700.00	\$ 700.00	\$ 1,288.89	\$ 1,288.89	\$ 700.00	\$ 700.00	\$ 1,160.00	\$ 1,160.00	\$ 1,357.20	\$ 1,357.20	\$ 1,104.00	\$ 1,104.00
802-4.52	15" RCP FLARED END SECTION	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,611.12	\$ 1,611.12	\$ 700.00	\$ 700.00	\$ 1,450.00	\$ 1,450.00	\$ 1,696.50	\$ 1,696.50	\$ 1,200.00	\$ 1,200.00
802-4.53	18" RCP FLARED END SECTION	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,944.45	\$ 1,944.45	\$ 900.00	\$ 900.00	\$ 1,750.00	\$ 1,750.00	\$ 2,047.50	\$ 2,047.50	\$ 1,325.00	\$ 1,325.00
802-4.57	30" RCP FLARED END SECTION	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00	\$ 3,159.00	\$ 6,318.00	\$ 1,716.00	\$ 3,432.00
802-4.59	36" RCP FLARED END SECTION	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,722.23	\$ 3,722.23	\$ 1,600.00	\$ 1,600.00	\$ 3,350.00	\$ 3,350.00	\$ 3,919.50	\$ 3,919.50	\$ 2,196.00	\$ 2,196.00
802-4.96	RIP RAP - TYPE (M)	250	TON	\$ 50.00	\$ 12,500.00	\$ 83.34	\$ 20,835.00	\$ 84.00	\$ 21,000.00	\$ 75.00	\$ 18,750.00	\$ 87.80	\$ 21,950.00	\$ 119.00	\$ 29,750.00
1205-4.1	48" CONCRETE MANHOLE (STORM)	8	EA	\$ 3,800.00	\$ 30,400.00	\$ 3,444.45	\$ 27,555.60	\$ 4,600.00	\$ 36,800.00	\$ 3,100.00	\$ 24,800.00	\$ 3,627.00	\$ 29,016.00	\$ 3,200.00	\$ 25,600.00
1205-4.1	60" CONCRETE MANHOLE (STORM)	9	EA	\$ 5,500.00	\$ 49,500.00	\$ 6,000.00	\$ 54,000.00	\$ 5,250.00	\$ 47,250.00	\$ 5,400.00	\$ 48,600.00	\$ 6,318.00	\$ 56,862.00	\$ 5,500.00	\$ 49,500.00
1205-4.1	72" CONCRETE MANHOLE (STORM)	6	EA	\$ 7,000.00	\$ 42,000.00	\$ 8,888.89	\$ 53,333.34	\$ 6,200.00	\$ 37,200.00	\$ 8,000.00	\$ 48,000.00	\$ 9,360.00	\$ 56,160.00	\$ 8,300.00	\$ 49,800.00
1205-4.7	TYPE 36" INLET	24	EA	\$ 4,000.00	\$ 96,000.00	\$ 3,222.23	\$ 77,333.52	\$ 3,100.00	\$ 74,400.00	\$ 2,900.00	\$ 69,600.00	\$ 3,393.00	\$ 81,432.00	\$ 2,800.00	\$ 67,200.00
1205-4.8	TYPE 72" INLET	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,265.00	\$ 10,530.00	\$ 3,450.00	\$ 6,900.00
STORM SEWER TOTAL					\$ 523,889.00		\$ 573,099.63		\$ 531,094.00		\$ 515,776.00		\$ 605,431.80		\$ 566,199.50
STREET ITEMS TOTAL					\$ 977,766.00		\$ 1,036,414.90		\$ 1,085,458.10		\$ 1,140,083.65		\$ 1,109,638.10		\$ 1,252,898.50
TOTAL BID					\$ 1,501,655.00		\$ 1,609,514.53		\$ 1,616,552.10		\$ 1,655,859.65		\$ 1,715,069.90		\$ 1,819,098.00

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 5 of 10

City of Mandan – Board of City Commissioners

Minutes of June 17, 2014

Page 5 of 10

in general if it is either the million dollars or half million dollars that is being recommended.

Commissioner Tibke commented this has been discussed over the last year and the Commission has not come to a consensus on the matter. The BMDA, the Chamber and Bismarck Home Builders would like to meet and discuss options with regard to having the developers pay all the costs up front. She stated that it is her position that she is not comfortable moving forward paying the assessments. She would like to see them less rather than more and every year the costs are increasing. She recommended coming to a compromise in the future so the City debt can be bought down and not held out. She stated that discussions at previous meetings have resulted in a cap of \$20,000. The Chamber has indicated they would like to lead the discussion with the developers to see what their ideas would be so everyone could work together to come up with solutions. Commissioner Frank pointed out that the current matter to be addressed is a Letter of Credit is being requested and that the Commission is not at this time trying to change the dynamics of the process.

Commissioner Frank moved to approve the Resolution creating the district, approving the Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition) contingent on the developer furnishing a Letter of Credit based on a lot price project above \$30,000 per lot, and the full amount of the storm sewer that benefits the entire district, as well as the approval of annexation. Commissioner Tibke seconded the motion.

Nate Vollmuth came forward again and stated he is comfortable with the \$30,000. He added that knowing the release of the Letter of Credit will be a concern from his (company's) perspective. He requested that 50% be released at 50% building permits and 100% released at 75% of building permits pulled.

City Attorney Brown commented that assuming the project goes out for bids and the bids are accepted, (before the City awards the bids), the City would negotiate the Letter of Credit and that would have to be approved by the Commission at the time the bids would be awarded.

Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Update from Advanced Engineering and Environmental Services on the Water Meter Improvements Project.* Brian Viall, Project Engineer, AE2S, Inc. provided information on the Mandan Water Meter Improvement Project. He stated that since the Agreement was signed on May 6, 2014, the following has occurred:

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 7 of 10

RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 190

(Project No. 2014-02)

BE IT RESOLVED by the governing body of the City of Mandan, North Dakota (the "City"), as follows:

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 190 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Mariner Construction whose bid provides for the construction of said improvement at a total estimated base price of \$1,609,514.53.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 5th day of August, 2014

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 8 of 10



DATE: August 4, 2014

AMOUNT: \$773,684.00

EXPIRATION DATE: August 4, 2015

BENEFICIARY:

The City of Mandan
Attn: Jim Neubauer, City Administrator
205 2nd Ave NW
Mandan, ND 58554

APPLICANT:

Mandan Development Company, LLC
4265 45th St S, Ste 200
Fargo, ND 58104

Dear Mr. Neubauer:

IRREVOCABLE PERFORMANCE STANDBY LETTER OF CREDIT 6003408

At the request of Mandan Development Company, LLC ("Applicant"), Western State Bank ("Issuing Bank"), 755 13th Ave E, West Fargo, ND 58078, hereby establishes in favor of The City of Mandan our Irrevocable Performance Standby Letter of Credit for an amount not to exceed Seven Hundred Seventy-Three Thousand Six Hundred Eighty Four and 00/100 Dollars (\$773,684.00), and authorizes The City of Mandan ("Beneficiary") to draw on us for the account of the Applicant for a sum or sums not exceeding the aggregate amount of this credit as indicated above.

This Letter of Credit is intended specifically to cover Mandan Development Company LLC's Responsibilities regarding The Keidel's South Heart Terrace Land Development Project, City Project No. 2014-02 Special Improvement District 190.

ADDITIONAL CONDITIONS:

1. All Bank charges are for the account of the Applicant.

Drafts drawn under this credit must be marked that they are drawn under this Financial Institution's Letter of Credit and must show the date and Number of the Letter of Credit.

We hereby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented to us on or before the close of business on the Expiration Date shown above. Each draft presented in compliance with the terms and conditions of this Letter of Credit will be honored by our payment of the amount demanded by no later than the second business day following receipt of such demand for payment. "Business day" means any day other than Saturday, Sunday or any other day commercial banks are authorized or required to be closed.

www.westernbanks.com

Mailing Address: PO Box 617 West Fargo, ND 58078

Fargo: 4302 13th Ave S Fargo, ND 58103 • 701-356-9800 • 866-356-9800 • Fax: 701-356-9808

West Fargo: 755 13th Ave E West Fargo, ND 58078 • 701-277-5003 • 877-846-9345 • Fax: 701-277-9158

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 9 of 10

We shall honor your demand for payment without incurring whether you have a right as between yourself and the Applicant to make such demand and without recognizing any claims of the Applicant.

This Letter of Credit will expire at the counters of Western State Bank, 755 13th Ave E, West Fargo, ND 58078, on the above-mentioned expiration date.

Except so far as otherwise expressly stated, The Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication in effect at the time of issuance of the Letter of Credit and, where not inconsistent therewith, to Article Five of the Uniform Commercial Code of North Dakota (N.D.C.C. ch. 41-05).

Regards,

WESTERN STATE BANK



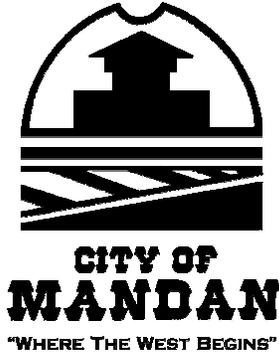
Chad Marsden
Vice President

Keidel's 3rd area

- a. Total amount of \$773,684 x 31.6%(area within) = **\$244,484**
- b. LOC funds to be cashed for nonpayment of yearly special assessment installments.
- c. In the event of transfer of development ownership, the LOC requirements shall transfer to new owner.
- d. 50 original lots, LOC related to those lots released as follows
 - i. 25% of related LOC released when building permits taken out and first inspection done on 12 lots
 - ii. 50% of related LOC released when building permits taken out and first inspection done on 25 lots
 - iii. 100% of related LOC released when building permits taken out and first inspection done on 40 lots

Unplatted area

- a. Total amount of \$773,684 x 68.4%(area within) = **\$529,200**
- b. LOC funds to be cashed for nonpayment of yearly special assessment installments.
- c. In the event of transfer of ownership, the LOC requirements shall transfer to new owner.
- d. Based on single family development. City has right to reconsider percentages if future development is not single family.
- e. Unplatted area, LOC related to those lots released as follows
 - i. 25% of related LOC released when building permits taken out and first inspection done on 25% of area/lots within
 - ii. 50% of related LOC released when building permits taken out and first inspection done on 50% of area/lots within
 - iii. 100% of related LOC released when building permits taken out and first inspection done on 75% of area/ lots within



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

STATEMENT/PURPOSE: This is a review and possible award of bids for Street Improvement District No. 190, Project 2014-02 (Keidel's South Heart Terrace 3rd Addition).

BACKGROUND/ALTERNATIVES: We received two bids on July 8 for the project and Mariner Construction was the low bidder. The bid amount was \$1,609,514.53. The Engineer's estimate was \$1,501,155.00. The bid is 7.2% higher than the engineer's estimate.

At the June 17th meeting, the City Commission requested that the developer provide a letter of credit for the cost of development above \$30,000 per lot for the street portion of the project and for the entire amount of the storm sewer improvements. Since then, the developer has petitioned the property he owns to the south of this development so that a portion of storm sewer that would benefit that area can be assessed to it.

Note: As of August 1st, a signed letter of credit has yet to be provided. However, in conversation with the developer, a signed letter of credit for the requested amount of \$773,684 (entire storm sewer cost) should be able to be obtained by August 4th. The conditions of release will be incremental and tied to percentage of lots built on as dictated by the city.

ATTACHMENTS:

1. Bid Tabulation
2. Page 5 of June 17th Meeting Minutes

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 2 of 7

3. District Map

4. Resolution approving Contractor and Contractor's Bond

FISCAL IMPACT: The Project will be paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$1,609,514.53 plus the engineering and administrative cost of \$563,330.09 totaling \$2,172,844.62. The special assessments will be assessed to the benefiting property. These items would be entirely special assessed to the benefiting properties. There are 50 lots within this special assessment district which would be equally assessed on the street improvements approximately \$27,983.20 each. The storm water costs would be shared by all property within the district at an approximate cost of 22 cents per square foot. This additional cost per lot would range from \$2,809.18 for the smallest lot to \$6,089.16 for the largest lot based on the square footage of the lot. The unplatted parcel of property of 55.57 acres would have approximately \$532,538.40 in specials assessed to it.

STAFF IMPACT: Minimal

LEGAL REVIEW: These documents have been forwarded to the City Attorney for his review.

RECOMMENDATION: We would recommend awarding the project to Mariner Construction.

SUGGESTED MOTION: Move to award the bid to Mariner Construction as the low bidder of Street Improvement District 190 Project 2014-02 (Keidel's South Heart Terrace 3rd Addition) in the amount of \$1,609,514.53 and approve the Resolution approving Contract and Contractor's Bond.

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 3 of 7

SHEET NO. 1

BID TAB

KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION
 STREET IMPROVEMENT DISTRICT NO. 190
 CITY PROJECT NO. 2014-02
 TECO #2194
 DATE: JULY 8, 2014

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ENGINEERS EST.	UNIT PRICE	MARINER CONST.	UNIT PRICE	TAND CONST.	UNIT PRICE	FORCE ENT.	UNIT PRICE	NORTHERN IMP.	UNIT PRICE	QUAN CONST.		
STREET ITEMS																	
202-4-1	UNCLASSIFIED EXCAVATION	2000	CY	\$ 5.00	\$ 10,000.00	\$ 9.00	\$ 18,000.00	\$ 14.00	\$ 28,000.00	\$ 10.10	\$ 15,500.00	\$ 10.10	\$ 20,200.00	\$ 10.00	\$ 20,000.00		
203-3-1	WATERING	75	M GAL	\$ 15.00	\$ 1,125.00	\$ 80.00	\$ 6,000.00	\$ 1.00	\$ 75.00	\$ 12.80	\$ 6,450.00	\$ 12.80	\$ 960.00	\$ 88.00	\$ 6,600.00		
204-3-1	SUBGRADE PREPARATION	18350	SY	\$ 2.00	\$ 36,700.00	\$ 4.24	\$ 77,804.00	\$ 3.20	\$ 58,720.00	\$ 3.60	\$ 84,400.00	\$ 3.60	\$ 66,060.00	\$ 5.00	\$ 91,750.00		
205-3-1	SILT FENCE	500	LF	\$ 8.25	\$ 4,125.00	\$ 8.00	\$ 4,000.00	\$ 7.00	\$ 3,500.00	\$ 5.35	\$ 2,675.00	\$ 5.40	\$ 2,700.00	\$ 5.50	\$ 1,750.00		
205-3-4	12" FIBER ROLL	400	LF	\$ 6.00	\$ 2,400.00	\$ 5.28	\$ 2,112.00	\$ 5.00	\$ 2,000.00	\$ 4.75	\$ 2,375.00	\$ 4.75	\$ 1,900.00	\$ 12.00	\$ 4,800.00		
300-4-1	STABILIZED GRAVEL BASE	500	TON	\$ 25.00	\$ 12,500.00	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00	\$ 29.50	\$ 23,875.00	\$ 29.50	\$ 14,800.00	\$ 48.40	\$ 24,200.00		
304-6-1B	AC STABILIZED BASE (CLASS B 1/2-1/2")	2400	TON	\$ 105.00	\$ 252,000.00	\$ 104.25	\$ 250,200.00	\$ 110.00	\$ 264,000.00	\$ 105.70	\$ 275,000.00	\$ 105.70	\$ 253,680.00	\$ 140.45	\$ 337,080.00		
603-6-2B	AC SURFACE COURSE (CLASS B 1/2")	1920	TON	\$ 105.00	\$ 201,600.00	\$ 104.25	\$ 200,160.00	\$ 110.00	\$ 211,200.00	\$ 105.70	\$ 211,200.00	\$ 105.70	\$ 202,944.00	\$ 140.45	\$ 269,664.00		
402-4-2	BITUMINOUS TACK COAT	850	GAL	\$ 2.25	\$ 1,912.50	\$ 5.30	\$ 4,505.00	\$ 5.00	\$ 4,250.00	\$ 5.75	\$ 4,887.50	\$ 2.60	\$ 2,210.00	\$ 6.00	\$ 5,100.00		
403-4-1	BITUMINOUS SEAL COAT	16630	SY	\$ 2.50	\$ 41,575.00	\$ 2.62	\$ 43,570.60	\$ 3.00	\$ 49,890.00	\$ 2.50	\$ 41,575.00	\$ 2.70	\$ 44,901.00	\$ 3.00	\$ 45,890.00		
603-4-1	6" CONCRETE	3900	SF	\$ 6.25	\$ 24,375.00	\$ 7.23	\$ 28,197.00	\$ 7.00	\$ 27,300.00	\$ 7.00	\$ 27,300.00	\$ 9.70	\$ 37,830.00	\$ 12.00	\$ 46,800.00		
603-5-3	STANDARD CURB & GUTTER	7220	LF	\$ 18.50	\$ 133,570.00	\$ 15.56	\$ 112,343.20	\$ 15.00	\$ 106,300.00	\$ 15.00	\$ 108,300.00	\$ 17.20	\$ 124,384.00	\$ 16.00	\$ 115,520.00		
1001-3-4	STREET LIGHT CONTROL PANEL	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00		
1001-4-11	2" PVC ELECTRIC CONDUIT	543	LF	\$ 2.50	\$ 1,357.50	\$ 4.45	\$ 2,415.35	\$ 4.00	\$ 2,172.00	\$ 2.40	\$ 1,302.20	\$ 4.40	\$ 2,389.20	\$ 4.50	\$ 2,443.50		
1001-4-12	TRENCHING 27" DEEP	3657	LF	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00	\$ 4.25	\$ 15,542.25	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00		
1001-4-2	JUNCTION BOXES	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00	\$ 1,200.00	\$ 9,600.00	\$ 950.00	\$ 7,800.00	\$ 950.00	\$ 7,920.00	\$ 960.00	\$ 7,920.00		
1001-4-24	3-NO. 2 CONDUCTORS	4114	LF	\$ 6.00	\$ 24,684.00	\$ 7.67	\$ 31,554.38	\$ 8.00	\$ 32,912.00	\$ 7.00	\$ 28,798.00	\$ 7.60	\$ 31,256.40	\$ 7.50	\$ 30,855.00		
1001-4-25	NO. 6 COPPER GROUND	4114	LF	\$ 1.00	\$ 4,114.00	\$ 1.12	\$ 4,607.68	\$ 1.15	\$ 4,731.10	\$ 1.05	\$ 4,319.70	\$ 1.10	\$ 4,525.40	\$ 1.00	\$ 4,114.00		
1001-4-3	TYPE C STANDARD WITH COPPER NATION NYNTESA LED LUMINAIRE	22	EA	\$ 3,000.00	\$ 66,000.00	\$ 3,000.00	\$ 66,000.00	\$ 3,000.00	\$ 66,000.00	\$ 2,950.00	\$ 64,900.00	\$ 2,970.00	\$ 65,340.00	\$ 2,970.00	\$ 65,340.00		
1201-4-1	4" TOPSOILING SEEDING & HYDROMULCH	2.5	Acre	\$ 16,000.00	\$ 40,000.00	\$ 27,277.78	\$ 68,194.45	\$ 25,000.00	\$ 62,500.00	\$ 18,000.00	\$ 45,000.00	\$ 21,750.00	\$ 54,395.00	\$ 9,800.00	\$ 24,500.00		
1206-4-1	ADI MANHOLE CASTING-ASP-H PVMIT	38	EA	\$ 400.00	\$ 15,200.00	\$ 600.00	\$ 22,800.00	\$ 600.00	\$ 22,800.00	\$ 601.70	\$ 38,000.00	\$ 601.70	\$ 22,864.60	\$ 475.00	\$ 18,050.00		
1206-4-19	ADJUST VALVE BOX-UNPAVED AREA	24	EA	\$ 250.00	\$ 6,000.00	\$ 400.00	\$ 9,600.00	\$ 300.00	\$ 7,200.00	\$ 500.00	\$ 12,000.00	\$ 254.00	\$ 6,336.00	\$ 156.00	\$ 3,744.00		
1206-4-5	ADJUST 36" INLET CASTING	26	EA	\$ 400.00	\$ 10,400.00	\$ 50.00	\$ 1,300.00	\$ 70.00	\$ 1,820.00	\$ 48.00	\$ 1,248.00	\$ 60.50	\$ 1,573.00	\$ 61.00	\$ 1,586.00		
1206-4-7	ADJUST 72" INLET CASTING	2	EA	\$ 600.00	\$ 1,200.00	\$ 61.12	\$ 122.24	\$ 80.00	\$ 160.00	\$ 60.00	\$ 120.00	\$ 60.50	\$ 121.00	\$ 61.00	\$ 122.00		
SP	MOBILIZATION & BONDS	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 97,000.00	\$ 97,000.00	\$ 109,983.30	\$ 109,983.30	\$ 91,650.00	\$ 91,650.00		
SP	STREET NAME SIGNS	19	EA	\$ 100.00	\$ 1,900.00	\$ 400.00	\$ 7,600.00	\$ 500.00	\$ 9,500.00	\$ 100.00	\$ 1,900.00	\$ 103.80	\$ 1,972.20	\$ 104.00	\$ 1,976.00		
SP	STOP SIGN & POST	2	EA	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 190.00	\$ 380.00	\$ 192.50	\$ 385.00	\$ 193.00	\$ 386.00		
SP	ROAD CLOSED BARRICADE	6	EA	\$ 800.00	\$ 3,600.00	\$ 450.00	\$ 2,700.00	\$ 700.00	\$ 4,200.00	\$ 600.00	\$ 3,600.00	\$ 605.00	\$ 3,650.00	\$ 605.00	\$ 3,650.00		
STREET ITEMS TOTAL														\$ 1,085,458.10	\$ 1,140,083.65	\$ 1,109,638.10	\$ 1,252,896.50

SHEET NO. 2

BID TAB

KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION
 STREET IMPROVEMENT DISTRICT NO. 190
 CITY PROJECT NO. 2014-02
 TECO #2194
 DATE: JULY 8, 2014

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ENGINEERS EST.	UNIT PRICE	MARINER CONST.	UNIT PRICE	TAND CONST.	UNIT PRICE	FORCE ENT.	UNIT PRICE	NORTHERN IMP	UNIT PRICE	QUAM CONST.
	STORM SEWER ITEMS														
802-4.2	12" STORM SEWER PIPE	41	LF	\$ 35.00	\$ 1,435.00	\$ 50.00	\$ 2,050.00	\$ 55.00	\$ 2,255.00	\$ 45.00	\$ 1,845.00	\$ 52.70	\$ 2,160.70	\$ 48.00	\$ 1,968.00
802-4.2	15" RCP STORM SEWER PIPE	531	LF	\$ 42.00	\$ 22,302.00	\$ 50.00	\$ 26,550.00	\$ 55.00	\$ 29,205.00	\$ 45.00	\$ 23,895.00	\$ 52.70	\$ 27,983.70	\$ 58.50	\$ 31,063.50
802-4.3	18" RCP STORM SEWER PIPE	1082	LF	\$ 47.00	\$ 50,854.00	\$ 58.89	\$ 63,718.98	\$ 58.00	\$ 62,756.00	\$ 53.00	\$ 57,346.00	\$ 62.00	\$ 67,084.00	\$ 62.00	\$ 67,084.00
802-4.5	24" RCP STORM SEWER PIPE	741	LF	\$ 58.00	\$ 42,978.00	\$ 77.76	\$ 57,634.98	\$ 60.00	\$ 44,460.00	\$ 70.00	\$ 51,870.00	\$ 81.90	\$ 60,687.90	\$ 75.00	\$ 55,575.00
802-4.7	30" RCP STORM SEWER PIPE	994	LF	\$ 80.00	\$ 79,520.00	\$ 111.12	\$ 110,453.28	\$ 92.00	\$ 91,448.00	\$ 100.00	\$ 99,400.00	\$ 117.00	\$ 115,298.00	\$ 87.00	\$ 86,478.00
802-4.8	33" RCP STORM SEWER PIPE	422	LF	\$ 105.00	\$ 42,200.00	\$ 116.67	\$ 49,234.74	\$ 110.00	\$ 46,420.00	\$ 105.00	\$ 44,310.00	\$ 122.90	\$ 51,863.80	\$ 117.00	\$ 49,374.00
802-4.9	36" RCP STORM SEWER PIPE	50	LF	\$ 120.00	\$ 6,000.00	\$ 116.67	\$ 5,835.50	\$ 120.00	\$ 6,000.00	\$ 105.00	\$ 5,250.00	\$ 122.90	\$ 6,145.00	\$ 125.00	\$ 6,250.00
802-4.60	BEDDING MATERIAL	1600	TON	\$ 15.00	\$ 24,000.00	\$ -	\$ -	\$ 10.00	\$ 16,000.00	\$ -	\$ -	\$ 1.20	\$ 1,920.00	\$ 19.00	\$ 30,400.00
802-4.50	12" FLARED END SECTION	1	EA	\$ 700.00	\$ 700.00	\$ 1,288.89	\$ 1,288.89	\$ 700.00	\$ 700.00	\$ 1,160.00	\$ 1,160.00	\$ 1,357.20	\$ 1,357.20	\$ 1,104.00	\$ 1,104.00
802-4.52	15" RCP FLARED END SECTION	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,611.12	\$ 1,611.12	\$ 700.00	\$ 700.00	\$ 1,450.00	\$ 1,450.00	\$ 1,696.50	\$ 1,696.50	\$ 1,200.00	\$ 1,200.00
802-4.53	18" RCP FLARED END SECTION	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,944.45	\$ 1,944.45	\$ 900.00	\$ 900.00	\$ 1,750.00	\$ 1,750.00	\$ 2,047.50	\$ 2,047.50	\$ 1,325.00	\$ 1,325.00
802-4.57	30" RCP FLARED END SECTION	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00	\$ 3,159.00	\$ 6,318.00	\$ 1,716.00	\$ 3,432.00
802-4.59	36" RCP FLARED END SECTION	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,722.23	\$ 3,722.23	\$ 1,600.00	\$ 1,600.00	\$ 3,350.00	\$ 3,350.00	\$ 3,919.50	\$ 3,919.50	\$ 2,196.00	\$ 2,196.00
802-4.96	RIP RAP - TYPE (M)	250	TON	\$ 50.00	\$ 12,500.00	\$ 83.34	\$ 20,835.00	\$ 84.00	\$ 21,000.00	\$ 75.00	\$ 18,750.00	\$ 87.80	\$ 21,950.00	\$ 119.00	\$ 29,750.00
1205-4.1	48" CONCRETE MANHOLE (STORM)	8	EA	\$ 3,800.00	\$ 30,400.00	\$ 3,444.45	\$ 27,555.60	\$ 4,600.00	\$ 36,800.00	\$ 3,100.00	\$ 24,800.00	\$ 3,627.00	\$ 29,015.00	\$ 3,200.00	\$ 25,600.00
1205-4.1	60" CONCRETE MANHOLE (STORM)	9	EA	\$ 5,500.00	\$ 49,500.00	\$ 6,000.00	\$ 54,000.00	\$ 5,250.00	\$ 47,250.00	\$ 5,400.00	\$ 48,600.00	\$ 6,318.00	\$ 56,862.00	\$ 5,500.00	\$ 49,500.00
1205-4.1	72" CONCRETE MANHOLE (STORM)	6	EA	\$ 7,000.00	\$ 42,000.00	\$ 8,888.89	\$ 53,333.34	\$ 6,200.00	\$ 37,200.00	\$ 8,000.00	\$ 48,000.00	\$ 9,360.00	\$ 56,160.00	\$ 8,300.00	\$ 49,800.00
1205-4.7	TYPE 36" INLET	24	EA	\$ 4,000.00	\$ 96,000.00	\$ 3,222.23	\$ 77,333.52	\$ 3,100.00	\$ 74,400.00	\$ 2,900.00	\$ 69,600.00	\$ 3,393.00	\$ 81,432.00	\$ 2,800.00	\$ 67,200.00
1205-4.8	TYPE 72" INLET	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,265.00	\$ 10,530.00	\$ 3,450.00	\$ 6,900.00
	STORM SEWER TOTAL				\$ 523,989.00		\$ 573,099.63		\$ 531,094.00		\$ 515,776.00		\$ 605,431.80		\$ 566,199.50
	STREET ITEMS TOTAL				\$ 977,766.00		\$ 1,036,414.90		\$ 1,085,458.10		\$ 1,140,083.65		\$ 1,109,638.10		\$ 1,252,898.50
	TOTAL BID				\$ 1,501,755.00		\$ 1,609,514.53		\$ 1,616,552.10		\$ 1,655,859.65		\$ 1,715,069.90		\$ 1,819,098.00

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 5 of 7

City of Mandan – Board of City Commissioners
Minutes of June 17, 2014
Page 5 of 10

in general if it is either the million dollars or half million dollars that is being recommended.

Commissioner Tibke commented this has been discussed over the last year and the Commission has not come to a consensus on the matter. The BMDA, the Chamber and Bismarck Home Builders would like to meet and discuss options with regard to having the developers pay all the costs up front. She stated that it is her position that she is not comfortable moving forward paying the assessments. She would like to see them less rather than more and every year the costs are increasing. She recommended coming to a compromise in the future so the City debt can be bought down and not held out. She stated that discussions at previous meetings have resulted in a cap of \$20,000. The Chamber has indicated they would like to lead the discussion with the developers to see what their ideas would be so everyone could work together to come up with solutions. Commissioner Frank pointed out that the current matter to be addressed is a Letter of Credit is being requested and that the Commission is not at this time trying to change the dynamics of the process.

Commissioner Frank moved to approve the Resolution creating the district, approving the Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition) contingent on the developer furnishing a Letter of Credit based on a lot price project above \$30,000 per lot, and the full amount of the storm sewer that benefits the entire district, as well as the approval of annexation. Commissioner Tibke seconded the motion.

Nate Vollmuth came forward again and stated he is comfortable with the \$30,000. He added that knowing the release of the Letter of Credit will be a concern from his (company's) perspective. He requested that 50% be released at 50% building permits and 100% released at 75% of building permits pulled.

City Attorney Brown commented that assuming the project goes out for bids and the bids are accepted, (before the City awards the bids), the City would negotiate the Letter of Credit and that would have to be approved by the Commission at the time the bids would be awarded.

Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Update from Advanced Engineering and Environmental Services on the Water Meter Improvements Project.* Brian Viall, Project Engineer, AE2S, Inc. provided information on the Mandan Water Meter Improvement Project. He stated that since the Agreement was signed on May 6, 2014, the following has occurred:

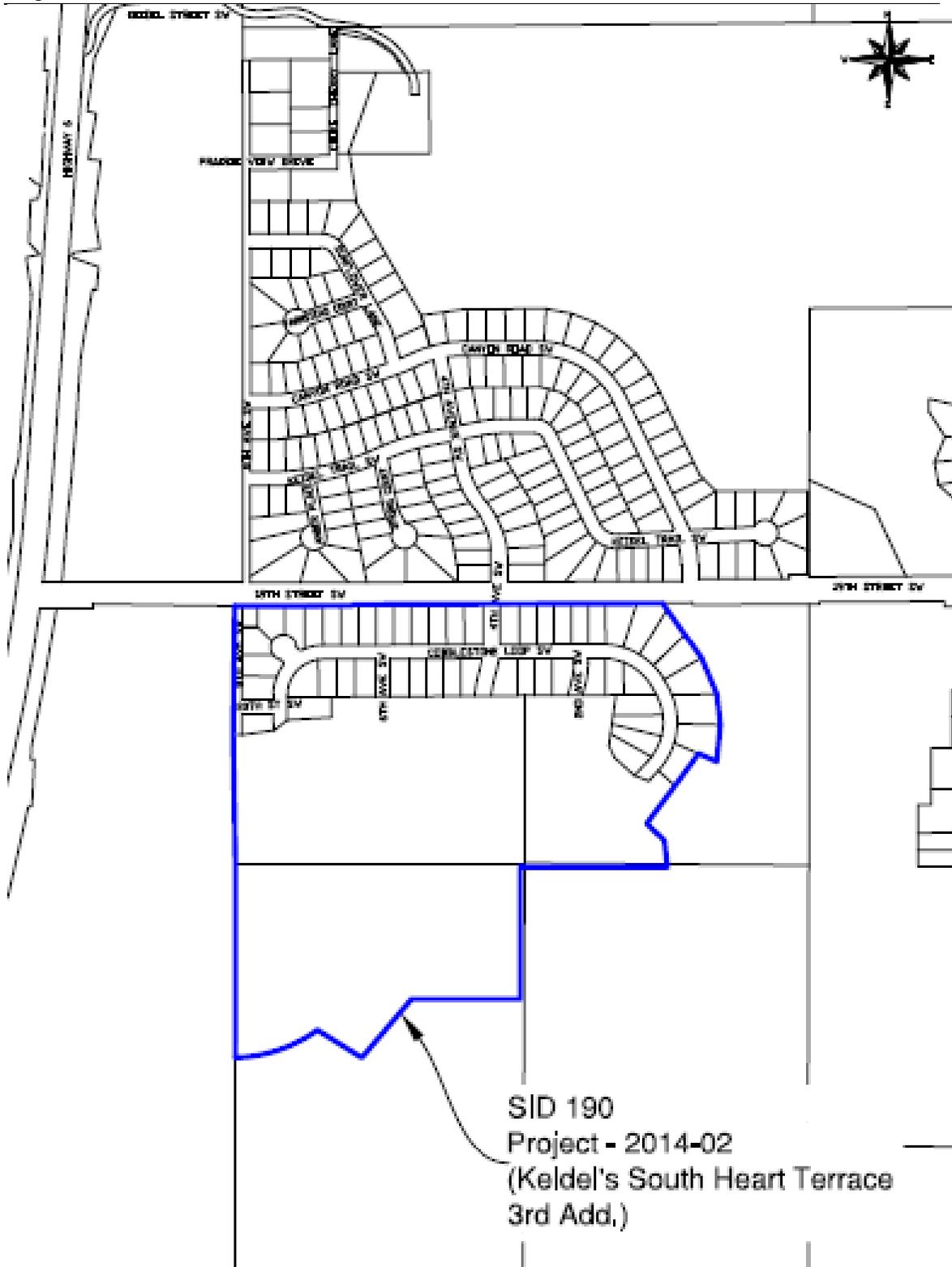
Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 6 of 7



Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

Page 7 of 7

RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 190

(Project No. 2014-02)

BE IT RESOLVED by the governing body of the City of Mandan, North Dakota (the "City"), as follows:

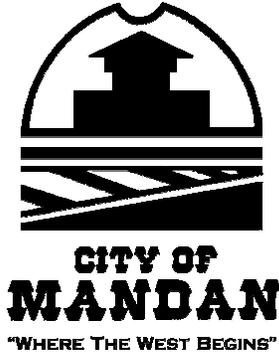
1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 190 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Mariner Construction whose bid provides for the construction of said improvement at a total estimated base price of \$1,609,514.53.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 5th day of August, 2014

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: July 21, 2014
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Purchase of High Definition Audio and Visual (A/V) Equipment

STATEMENT/PURPOSE: To consider permission to sole source purchase high definition A/V equipment for the Bosh Froehlich Meeting Room.

BACKGROUND/ALTERNATIVES: Dakota Media Access (DMA) is leading the collaborative effort to upgrade the A/V equipment used to record the City Commission meetings, Park Board and School Board meetings that are held in the Ed "Bosh" Froehlich and Tom Baker (Bismarck) meeting rooms along with the recording and playback equipment located at DMA's studio to high definition.

We are asking for permission to utilize the ND State Contract #110 to sole source purchase the equipment from AVI Systems.

ATTACHMENTS: Proposal for necessary equipment and integrations services needed to upgrade the Bosh Froehlich meeting room to high definition.

FISCAL IMPACT: Funding of \$65,000 has been included in the 2014 budget. The proposal from AVI is \$57k with additional components estimated at \$3k.

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend approval of the sole source purchase of the above mentioned A/V equipment.

SUGGESTED MOTION: I move approval of the sole source purchase the above mentioned A/V equipment.



1930 East Century Ave
 Bismarck, ND 58503
 Phone: (701) 258-6360
 Fax: (701) 258-2015

Retail Sales Agreement

Proposal Number: 01-005-003701.2

Bill To		Ship To		Project Location	
Attn: Jim Neubauer City of Mandan 205 2 nd Ave NW Mandan, ND 58544 Customer Number: 683		Job# AVI Systems 1930 East Century Ave Bismarck, ND 58503		Attn: Jim Neubauer City of Mandan 205 2 nd Ave NW Mandan, ND 58544 Phone: (701) 258-8767 Email: van@freetv.org	
Date: June 12, 2014	OE#:	Sales Rep: Steve Butts - 05			
Customer PO#:	Terms: Net 30	Ship Via: Ground		Freight Terms: Prepaid and Add	
Project #:	Project Manager:	Eng Approved By:			
Comments:					

Products and Services Summary

Equipment Contract	\$45,507.00
Integration Contract	\$11,617.00
Pro Support Contract	Declined
Freight	See Terms
Tax	See Terms
Grand Total	\$57,124.00

The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within Net 30 days of each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full. All returned equipment is subject to a restocking charge.

Invoicing

AVI uses progress billing, and invoices for equipment allocated to the contract when it is received by AVI. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in detail (including applicable sales taxes due for each category of invoiced items) on a monthly basis, with payment in full required within Net 30 days of the date of the invoice. Customer is to make payments to the following "Remit to" address:

AVI Systems
 NW8393 PO Box 1450
 Minneapolis, MN 55485-8393.

Full payment is due before any support coverage or prepaid block begins. Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

Taxes and Delivery

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Customer should provide a valid tax exemption certificate for any tax exemption(s) claimed, otherwise AVI shall invoice for and collect all applicable taxes in accordance with state law(s).

Agreement of Quotation and Contract Formation

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions which are attached form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions are referred to collectively as the "Agreement"). Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY:

Customer:	AVI Systems, Inc
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Purchase of High Definition Audio and Visual (A/V) Equipment

Page 4 of 9

Cameras and Control Room

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>List</u>	<u>Discounted</u>	<u>Extended</u>
1	AWHE60SN	Equ	PANASONIC	HD/SD PTZ Cam w/SDI out, IP Video PVW	4	\$5,700.00	\$5,547.00	\$22,188.00
2	AG-HMX100	Equ	PANASONIC	HD/SD Digital A/V Mixer with M	1	\$6,085.00	\$5,715.00	\$5,715.00
3	AW-RP50N	Equ	PANASONIC	Controller	1	\$2,275.00	\$2,148.00	\$2,148.00
4	BMD-BDLKULSR3D	Equ	Black Magic	UltraStudio 3D*	1	\$1,200.00	\$1,025.00	\$1,025.00
5	Hi5	Equ	AJA	HD/SD SDI to HDMI, includes 1-meter HDMI cable	2	\$345.00	\$324.00	\$648.00
6	HD-SCALER	Equ	CRESTRON	High-Definition Video Scaler	1	\$1,000.00	\$625.00	\$625.00
7	MD32C	Equ	SAMSUNG	32 inch Commercial LED LCD Display - TAA	1	\$798.00	\$563.00	\$563.00
8	MTMU	Equ	CHIEF	MTM UNIVERSAL- TV Mount	1	\$205.00	\$139.00	\$139.00
9	AMS-PM0.5-B	Equ	FOSTEX	Fostex Professional Montior - Pair	1	\$499.99	\$350.00	\$350.00
10	BMD- CONVMH/DUTYAS A	Equ	Heartland	Mini Converter H/Duty - SDI to Analog*	1	\$425.00	\$345.00	\$345.00
11	QD3900	Equ	QOMO	HDMI input/output 1080p Full Size Desktop 12X Optical Zoom Motorized Camera	1	\$1,995.00	\$1,460.00	\$1,460.00
12	BLU-101	Equ	BSS AUDIO	12 analog mic/line input, 8 analog output, networked signal processor with 12 independent AEC algorithms and fault- tolerant bus	1	\$2,965.00	\$2,594.00	\$2,594.00
13	BLU-102	Equ	BSS AUDIO	10 analog mic/line input, 8 analog output, networked signal processor with 8 independent AEC algorithms, telephone hybrid and fault- tolerant bus	1	\$2,965.00	\$2,594.00	\$2,594.00
14	BLU-10-WHT	Equ	BSS Audio	Touch screen programmable remote wall controller (White)	1	\$1,625.00	\$1,263.00	\$1,263.00
15	SG200-08PT	Equ	CISCO	Cisco Small Business 200 Series Smart Switch SG200-08P - switch - 8 ports - POE	1	\$325.00	\$325.00	\$325.00
16	DN-700R	Equ	D M PRO	Network SD/USB Recorder	1	\$1,349.00	\$1,117.00	\$1,117.00

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Purchase of High Definition Audio and Visual (A/V) Equipment

Page 5 of 9

17	CTS4200AVCA	Equ	CROWN	CTS4200AVCA	1	\$2,126.80	\$1,298.00	\$1,298.00	
18	MX418D/C	Equ	SHURE	CARDIOD-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	3	\$421.00	\$262.00	\$786.00	
19	HD10DA	Equ	AJA	Dual-Rate HD/SD 1x6 reclocking Distribution Amplifier	1	\$345.00	\$324.00	\$324.00	
20	AVIONSITE	Int	AVI TECH SERV	Onsite Integration to upgrade audio system including Crestron programming and PC controlled audio mixing	1	-	\$11,617.00	\$11,617.00	
								<hr/>	
							Cameras and Control Room Subtotal		\$57,124.00
								<hr/>	
							Products and Services Total		\$57,124.00

Integration Services Scope of Work
Integration Services Responsibilities
<p>Integration Scope of Work/Responsibilities</p> <p>AVI Systems, Inc will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.</p> <p>AVI Systems, Inc Responsibilities</p> <ul style="list-style-type: none">• Provide equipment, materials and service items per the contract products and services detail.• Provide systems equipment integration and supervisory responsibility of the equipment integration.• Provide systems configuration, checkout and testing.• Provide project timeline schedules.• Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.• Provide manufacturer supplied equipment documentation.• Provide final documentation and “as built” system drawings (CAD) - if purchased.• Provide system training following integration to the designated project leader or team. <p>Customer Responsibilities</p> <ul style="list-style-type: none">• Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.• Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.• Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.• Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.• Provide reasonable accesses of AVI Systems, Inc personnel to the facilities during periods of integration, testing and training, including off hours and weekends.• Provide a secure area to house all integration materials and equipment.• Provide a project leader who will be available for consultation and meetings.• Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with a signed Retail Sales Agreement constitute a binding contract (the "Agreement") between AVI Systems, Inc. ("AVI") and the entity identified on page one of the Retail Sales Agreement (the "Customer"). Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval by the Customer before work continues. Where applicable, changes in the configuration of the Equipment described herein shall be made in writing by submission of a Change Order document.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Taxes – The prices shown are F.O.B. manufacturer's plant. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend and indemnify AVI for any claims for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer

agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment, it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from substantial completion, the systems integration to be free from defects in material and workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise out of from (a) from any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, to the extent that the same is finally determined to be the result of (a) any grossly negligent act or omission of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – The total liability of a AVI under this Agreement for any cause shall not exceed (either for any single loss or all losses in the aggregate) the net amount actually paid by Customer to AVI under this Agreement during the twelve (12) month period prior to the date on which AVI's liability for the first such loss first arose.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law and Venue – This Agreement shall be governed by the laws of the State of Minnesota in the

Board of City Commissioners

Agenda Documentation

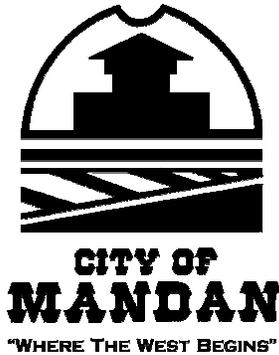
Meeting Date: August 5, 2014

Subject: Purchase of High Definition Audio and Visual (A/V) Equipment

Page 9 of 9

United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that this Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as agreed herein, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Appointments to Morton Mandan Combined Communication Center Advisory Committee (MMCC) and Dakota Media Access (DMA) Liaison

STATEMENT/PURPOSE: To consider appointments to the MMCC and DMA as a Liaison

BACKGROUND/ALTERNATIVES: Former Commissioner Frank was previously appointed to the MMCC and DMA as a liaison therefore new appointments are necessary. Mayor Van Beek has expressed his interest in being appointed to the MMCC and Commissioner Laber has expressed interest in the DMA liaison.

ATTACHMENTS: n/a

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: To appoint Mayor Van Beek to the MMCC and Commissioner Laber as the City of Mandan's DMA liaison.

SUGGESTED MOTION: I move to appoint Mayor Van Beek to the MMCC and Commissioner Laber as the City of Mandan's DMA liaison.

CITY OF MANDAN

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: 7-22-14

Name of Licensee: Mandan Eagles Club

Address of Licensee: 1400 N Collins

Address of public facility if used: _____

State the purpose of organization: Non-profit

Date(s) of requested Sunday(s): Aug 17, 2014

Time of day which the applicant desires the permit to be in effect: 12 pm 9 - pm

Description of the rooms on the premises, which have been specifically reserved, for the dispensing of alcoholic beverages and dancing during the term of the permit: _____

ups rooms lounge + dance floor

State whether the applicant requests permission to open to the general public, and if so an explanation of the reasons for the request: Golf Tournament players

+ guests

If applicable, estimated number of police officers necessary to provide security at the dance to be open to the public: _____

I the applicant will abide to the following conditions:

- a. Alcoholic beverages may be distributed for consumption on the premises and Dancing may be permitted only in those rooms specifically reserved for event activities;
- b. Dancing and the dispensing of alcoholic beverages shall be permitted only between the hours of twelve noon on the date specified in the permit and one a.m. on the following Monday;
- c. Any conditions or circumstances delineated by the Board relating to the conduct of the event or to the admission of the general public to the event.

CITY OF MANDAN

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: 7-22-14

Name of Licensee: Mandan Eagles Club

Address of Licensee: 1400 N Collins Ave

Address of public facility if used: _____

State the purpose of organization: Non-profit

Date(s) of requested Sunday(s): August 31

Time of day which the applicant desires the permit to be in effect: 12 - 11pm

Description of the rooms on the premises, which have been specifically reserved, for the dispensing of alcoholic beverages and dancing during the term of the permit:

DOWN STAIRS BANQUET + DINING ROOM

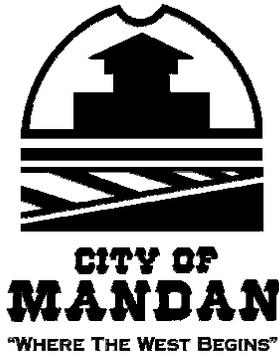
State whether the applicant requests permission to open to the general public, and if so an explanation of the reasons for the request: This is for a

50th Anniversary

If applicable, estimated number of police officers necessary to provide security at the dance to be open to the public: Private Security

The applicant will abide to the following conditions:

- a. Alcoholic beverages may be distributed for consumption on the premises and Dancing may be permitted only in those rooms specifically reserved for event activities;
- b. Dancing and the dispensing of alcoholic beverages shall be permitted only between the hours of twelve noon on the date specified in the permit and one a.m. on the following Monday;
- c. Any conditions or circumstances delineated by the Board relating to the conduct of the event or to the admission of the general public to the event.



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider approval of ad for bid for 2014
Mandan Water System Improvements

STATEMENT/PURPOSE: To advertise acceptance of bids for 2014 Mandan Water System Improvements.

BACKGROUND/ALTERNATIVES: The engineering department in cooperation with the public works department have identified a couple water system improvement projects that were amended to the capital improvements plan last year. The work will be in three areas;

- 1) PRV vault and interconnecting pipes near the intersection of 8th Avenue NE and Old Red Trail.
- 2) Installation of Collins Avenue Reservoir by-pass piping at the intersection of 1st Street NE and 5th Avenue NE
- 3) Installation of a 2" PRV system on the Service line to the serve Centre Inc. near 6th Avenue SE and 1st Street SE.

At the July 15th city commission meeting, the board approved hiring AE2S to provide engineering services for the project. AE2S has been able to put resources towards design and is working on plans ready to go out for bid by the end of the week. Project bid opening would be August 29th, and project completion deadline would be this fall.

ATTACHMENTS:

- Ad for Bid

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider approval of ad for bid for 2014 Mandan Water System
Improvements

Page 2 of 5

FISCAL IMPACT: Preliminary estimate for construction of the project is approximately \$225,000. Projects are identified in capital improvements plan and as such are budgeted for.

STAFF IMPACT: Ongoing project coordination with AE2S will be necessary.

LEGAL REVIEW: All commission data has been forwarded to the City Attorney for review.

RECOMMENDATION: Approve authorization of ad for bids for 2014 Mandan Water System Improvements.

SUGGESTED MOTION: I move to approve authorization of ad for bids for 2014 Mandan Water System Improvements.

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider approval of ad for bid for 2014 Mandan Water System
Improvements

Page 3 of 5

ADVERTISEMENT FOR BIDS
00030

NOTICE IS HEREBY GIVEN, that the City of Mandan, North Dakota, will receive sealed Bids at the Office of the City Administrator until Friday August 29 at the hour of 9:00 a.m. local time, for the purpose of furnishing all materials, labor, equipment, and skill required for the construction of the MANDAN 2014 WATER SYSTEM IMPROVEMENTS, and incidental items, for said City, as is more fully described and set forth in the Plans and Specifications which are now on file in the office of the City Engineer. Bids will be opened in the City Commission Chambers at 9:15 a.m. local time and read aloud.

The Work consists of all labor, skill, and materials required to properly construct the Improvements. Major components of the Project include:

Contract No. 1 – GENERAL CONSTRUCTION (UNIT PRICE): Work generally consists of mobilization, bonding, insurance; furnish and install an underground pressure relief vault, valves, fittings, piping, connections to existing system, and all appurtenances; distribution system by-pass system consisting of valves, fittings, piping, connections to exiting system, and all appurtenances; asphalt road restoration, sidewalk restoration, seeding, other restoration and erosion control; and miscellaneous related construction, equipment, and appurtenances.

Work will be in three areas:

1. PRV vault and interconnecting pipes near the intersection of 8th Avenue NE and Old Red Trail.
2. Installation of Collins Avenue Reservoir by-pass piping at the intersection of 1st Street NE and 5th Avenue NE.
3. Installation of a PRV system on the Service line to the serve Centre Inc. near 6th Avenue SE and 1st Street SE.

Complete digital project bidding documents, pursuant to which labor, materials, or services must be furnished, are available at www.AE2S.com or www.questcdn.com. You may download the digital plan documents for Fifty Dollars and No Cents (\$50.00) by inputting Quest project #3468315 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Copies of the Bidding Documents may be seen and examined at the office of Advanced Engineering and Environmental Services, Inc. (AE2S), 1815 Schafer Street Suite 301, Bismarck, ND 58501 (701 221-0530). The Bidding Documents are available in the form of printed plans and specifications by request from AE2S, 3101 Frontage Road South, Moorhead, MN for a **NON-REFUNDABLE** charge of One Hundred Dollars and No Cents (\$100.00) for each set of Plans and Specifications requested. Bidding Documents may also be examined at the following locations: Builders Exchanges in Bismarck, ND; Mandan, ND; Minot, ND; Fargo, ND; Grand Forks, ND; Rapid City, SD; Minneapolis, MN. All Work shall be done according to the Bidding Documents.

A Pre-Bid conference is tentatively scheduled for 1:30 p.m. August 21, 2014, at City Hall. All interested Bidders are encouraged to attend. A memo to all Plan Holders registered with AE2S will be sent formally establishing the final date and time for the meeting.

All Bids are to be submitted on the basis of cash payment for the Work and materials, and each Bid shall be accompanied by a separate envelope containing a Bidder's Bond, payable to the City of Mandan, in a sum equal to five percent (5%) of the full amount of the Bid, executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, conditioned that if the principal's Bid be accepted and the contract awarded to him, he, within fifteen (15) days after

Board of City Commissioners
Agenda Documentation
Meeting Date: August 5, 2014
Subject: Consider approval of ad for bid for 2014 Mandan Water System
Improvements
Page 5 of 5

Notice of Award, will execute and effect a Contract in accordance with the terms of his Bid and a Contractor's Bond as required by the laws of the State of North Dakota and the regulations and determinations of the City Commission of the City of Mandan, North Dakota.

All Bidders must be licensed for the highest amount of their Bids, as provided by Section 43-07-05 of the North Dakota Century Code. Cost of preparation of Bids by Bidder.

Contracts shall be awarded on the basis of the low Bid submitted by a responsible and responsive Bidder deemed most favorable to the City's interest. The Owner will not award a Combined Bid unless it is lower than the combined total of the lowest and best Bids for separate Contracts.

Bidder shall place a completed bid in an opaque sealed envelope as detailed in Section 00100 Instructions to Bidders; Article 15 and summarized as follows:

1. Opaque sealed envelope shall be plainly marked "BID FOR Mandan 2014 Water System Improvements"
2. Opaque sealed envelope shall be addressed to City Administrator at the delivery address indicated below.
3. Clearly mark the name and address of bidder on the outside of the opaque sealed envelope.
4. Include "Acknowledgement of Receipt of Addenda _____ through _____" on the outside of the opaque envelope.
5. The bidder shall attach a separate sealed envelope labeled "Bid Bond" to the outside of the opaque sealed envelope. The bidder shall include "Bid Bond" and "Contractor's License or Certificate of Renewal" information within this sealed envelope.

Bids shall be delivered or mailed to:

City Administrator
City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

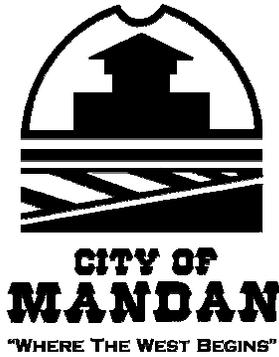
The City of Mandan reserves the right to reject any and all Bids, to waive any informality in any Bid, to hold all Bids for a period not to exceed thirty (30) days from the date of opening Bids, and to accept the Bid deemed most favorable to the interest of the City. After the Bid opening the Owner will return Bid Security of all except the three lowest responsible Bidders. When a Contract is awarded, the remaining unsuccessful Bidder's Bonds will be returned.

The Work shall be completed and ready for Final Payment no later than December 5, 2014, with intermediate completion dates for critical Work as detailed in the Specifications. Should the Contractor fail to complete the Work within the time required, as set forth in the Agreement, or within such extra time as may have been granted by formal extensions approved by the City and Engineer, there shall be deducted from any amount due him the sum of \$500.00 per day as compensation to the City for each day and every day that the completion of the Work is delayed. The Contractor and his surety shall be liable for any excess. Such payment shall be as and for liquidated damages and not as a penalty.

All Bidders are invited to be present at the public opening of the Bids.

Dated this 5th day of August 2014.
Publish, 08-08-14, 08-15-14, 08-22-14.

By: /s/ Jim Neubauer, City Administrator
Mandan, North Dakota



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider approval of ad for bid for 2014 Mandan Water System Improvements

STATEMENT/PURPOSE: To advertise acceptance of bids for 2014 Mandan Water System Improvements.

BACKGROUND/ALTERNATIVES: The engineering department in cooperation with the public works department have identified a couple water system improvement projects that were amended to the capital improvements plan last year. The work will be in three areas;

- 1) PRV vault and interconnecting pipes near the intersection of 6th Avenue NW and Boundary Road NW
- 2) Installation of Collins Avenue Reservoir by-pass piping at the intersection of 1st Street NE and 5th Avenue NE
- 3) Installation of a 2" PRV system on the Service line to the serve Centre Inc. near 6th Avenue SE and 1st Street SE.

At the July 15th city commission meeting, the board approved hiring AE2S to provide engineering services for the project. AE2S has been able to put resources towards design and is working on plans ready to go out for bid by the end of the week. Project bid opening would be August 29th, and project completion deadline would be this fall.

ATTACHMENTS:

- Ad for Bid

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider approval of ad for bid for 2014 Mandan Water System
Improvements

Page 2 of 4

FISCAL IMPACT: Preliminary estimate for construction of the project is approximately \$225,000. Projects are identified in capital improvements plan and as such are budgeted for.

STAFF IMPACT: Ongoing project coordination with AE2S will be necessary.

LEGAL REVIEW: All commission data has been forwarded to the City Attorney for review.

RECOMMENDATION: Approve authorization of ad for bids for 2014 Mandan Water System Improvements.

SUGGESTED MOTION: I move to approve authorization of ad for bids for 2014 Mandan Water System Improvements.

ADVERTISEMENT FOR BIDS
00030

NOTICE IS HEREBY GIVEN, that the City of Mandan, North Dakota, will receive sealed Bids at the Office of the City Administrator until Friday August 29 at the hour of 11:00 a.m. local time, for the purpose of furnishing all materials, labor, equipment, and skill required for the construction of the MANDAN 2014 WATER SYSTEM IMPROVEMENTS, and incidental items, for said City, as is more fully described and set forth in the Plans and Specifications which are now on file in the office of the City Engineer. Bids will be opened in the City Commission Chambers at 11:15 a.m. local time and read aloud.

The Work consists of all labor, skill, and materials required to properly construct the Improvements. Major components of the Project include:

Contract No. 1 – GENERAL CONSTRUCTION (UNIT PRICE): Work generally consists of mobilization, bonding, insurance; furnish and install an underground pressure relief vault, valves, fittings, piping, connections to existing system, and all appurtenances; distribution system by-pass system consisting of valves, fittings, piping, connections to existing system, and all appurtenances; asphalt road restoration, sidewalk restoration, seeding, other restoration and erosion control; and miscellaneous related construction, equipment, and appurtenances.

Work will be in three areas:

1. PRV vault and interconnecting pipes near the intersection of 6th Avenue NW and Boundary Road NW
2. Installation of Collins Avenue Reservoir by-pass piping at the intersection of 1st Street NE and 5th Avenue NE
3. Installation of a 2" PRV system on the Service line to the serve Centre Inc. near 6th Avenue SE and 1st Street SE.

Complete digital project bidding documents, pursuant to which labor, materials, or services must be furnished, are available at www.AE2S.com or www.questcdn.com. You may download the digital plan documents for Fifty Dollars and No Cents (\$50.00) by inputting Quest project #3468315 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Copies of the Bidding Documents may be seen and examined at the office of Advanced Engineering and Environmental Services, Inc. (AE2S), 1815 Schafer Street Suite 301, Bismarck, ND 58501 (701 221-0530). The Bidding Documents are available in the form of printed plans and specifications by request from AE2S, 3101 Frontage Road South, Moorhead, MN for a **NON-REFUNDABLE** charge of One Hundred Dollars and No Cents (\$100.00) for each set of Plans and Specifications requested. Bidding Documents may also be examined at the following locations: Builders Exchanges in Bismarck, ND; Mandan, ND; Minot, ND; Fargo, ND; Grand Forks, ND; Rapid City, SD; Minneapolis, MN. All Work shall be done according to the Bidding Documents.

A Pre-Bid conference is tentatively scheduled for 1:30 p.m. August 21, 2014, at City Hall. All interested Bidders are encouraged to attend. A memo to all Plan Holders registered with AE2S will be sent formally establishing the final date and time for the meeting.

All Bids are to be submitted on the basis of cash payment for the Work and materials, and each Bid shall be accompanied by a separate envelope containing a Bidder's Bond, payable to the City of Mandan, in a sum equal to five percent (5%) of the full amount of the Bid, executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, conditioned that if the principal's Bid be accepted and the contract awarded to him, he, within fifteen (15) days after Notice of Award, will execute and effect a Contract in accordance with the terms of his Bid and a

Board of City Commissioners
Agenda Documentation
Meeting Date: August 5, 2014
Subject: Consider approval of ad for bid for 2014 Mandan Water System
Improvements
Page 4 of 4

Contractor's Bond as required by the laws of the State of North Dakota and the regulations and determinations of the City Commission of the City of Mandan, North Dakota.

All Bidders must be licensed for the highest amount of their Bids, as provided by Section 43-07-05 of the North Dakota Century Code. Cost of preparation of Bids by Bidder.

Contracts shall be awarded on the basis of the low Bid submitted by a responsible and responsive Bidder deemed most favorable to the City's interest. The Owner will not award a Combined Bid unless it is lower than the combined total of the lowest and best Bids for separate Contracts.

Bidder shall place a completed bid in an opaque sealed envelope as detailed in Section 00100 Instructions to Bidders; Article 15 and summarized as follows:

1. Opaque sealed envelope shall be plainly marked "BID FOR Mandan 2014 Water System Improvements"
2. Opaque sealed envelope shall be addressed to City Administrator at the delivery address indicated below.
3. Clearly mark the name and address of bidder on the outside of the opaque sealed envelope.
4. Include "Acknowledgement of Receipt of Addenda _____ through _____" on the outside of the opaque envelope.
5. The bidder shall attach a separate sealed envelope labeled "Bid Bond" to the outside of the opaque sealed envelope. The bidder shall include "Bid Bond" and "Contractor's License or Certificate of Renewal" information within this sealed envelope.

Bids shall be delivered or mailed to: City Administrator
 City of Mandan
 205 2nd Avenue NW
 Mandan, ND 58554

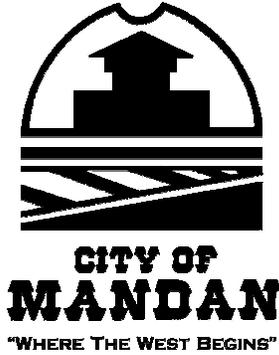
The City of Mandan reserves the right to reject any and all Bids, to waive any informality in any Bid, to hold all Bids for a period not to exceed thirty (30) days from the date of opening Bids, and to accept the Bid deemed most favorable to the interest of the City. After the Bid opening the Owner will return Bid Security of all except the three lowest responsible Bidders. When a Contract is awarded, the remaining unsuccessful Bidder's Bonds will be returned.

The Work shall be completed and ready for Final Payment no later than December 5, 2014, with intermediate completion dates for critical Work as detailed in the Specifications. Should the Contractor fail to complete the Work within the time required, as set forth in the Agreement, or within such extra time as may have been granted by formal extensions approved by the City and Engineer, there shall be deducted from any amount due him the sum of \$500.00 per day as compensation to the City for each day and every day that the completion of the Work is delayed. The Contractor and his surety shall be liable for any excess. Such payment shall be as and for liquidated damages and not as a penalty.

All Bidders are invited to be present at the public opening of the Bids.

Dated this 5th day of August 2014.
Publish, 08-08-14, 08-15-14, 08-22-14.

By: /s/ Jim Neubauer, City Administrator
Mandan, North Dakota



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 29, 2014
PREPARATION DATE: August 5, 2014
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director
PRESENTER: Jeff Wright
SUBJECT: Consider Change Order for UPS Backup
Equipment for Lift Station Alarm System Upgrade
Project

STATEMENT/PURPOSE:

Consider approving the change order allocating existing contract funds to replace the existing UPS Backup Equipment in our Sanitary Lift Stations being upgraded through the Lift Station Alarm System Upgrade Project.

BACKGROUND/ALTERNATIVES:

On April 1, 2014, the City Commission awarded the Lift Station Alarm System Upgrade Project to Edling Electric Company. The project is underway with equipment ready to be installed. The contractor has discovered an issue with the existing UPS Equipment.

The UPS Backup Systems in the existing lift stations are not capable of powering all the vital lift station components, thus if a power outage occurs with the old UPS Equipment we lose power to the Transducer and PLC monitoring devices, the alarm system has power but only sends us an alarm. We are unable to monitor the levels of the lift station.

The upgrade to the UPS Equipment requested in this change order will supply power to all components of the lift station running the monitoring devices and the alarm system during a power outage. This will allow us to see when a lift station nears a high level status, thus knowing where to send equipment to pump or where to set up emergency generator to pump, before we have a sewer backup in someone's basement.

The estimate for the UPS Equipment is \$35,896.24. The original contract had accounted for \$45,000 in HMI software and hardware, so no added costs to the original contract, just documenting the change. Since this project is funded through a SRF Loan, we will need State Health Department approval of this change.

ATTACHMENTS: Change Order Information

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Consider Change Order for UPS Backup Equipment for Central Lift Station
Alarm System Upgrade Project

Page 2 of 6

FISCAL IMPACT: No change in original contract or SRF Loan amount

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Recommend approval of change order for UPS Backup Equipment contingent to Health Department approval for \$35,896.24.

SUGGESTED MOTION: Move to approve change order for UPS Backup Equipment contingent to Health Department approval for \$35,896.24.



Transmittal

To: AE2S
 Date: 7/2/14
 No:
 Job Name: MANDAN LIFT STATION
 CENTRAL ALARM
 Attn: Michaél Chorne
 Location: MANDAN ND

We are sending Attached Under separate cover the following items:

- | | | | |
|----------------------------------|---|---|--|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Purchase Order | <input type="checkbox"/> Certification |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Specifications | <input type="checkbox"/> Catalogue Cuts | <input checked="" type="checkbox"/> Change Order |
| <input type="checkbox"/> Samples | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Tero Plan | <input type="checkbox"/> O & M Manuals |

COPIES	MANUF.	DESCRIPTION	SPEC. NO.
1		CHANGE ORDER E1	

These are transmitted as checked below:

- | | |
|---|---|
| <input type="checkbox"/> Resubmit copies for approval | <input type="checkbox"/> Approved as submitted |
| <input type="checkbox"/> Return corrected prints | <input type="checkbox"/> Approved as noted |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> Returned for corrections |
| <input type="checkbox"/> For your use | <input checked="" type="checkbox"/> For Approval |
| <input type="checkbox"/> As requested | <input type="checkbox"/> |

Remarks: _____

Copy to: Job File

Signed: Dave Russell

1300 Basin Avenue • PO Box 1456 • Bismarck, ND 58502
 Telephone: (701) 255-2831 • Fax: (701) 255-2835



We are Equal Opportunity Employer M/F/V/H

MASTER
 LICENSE
 #1541

COST PROPOSAL FOR CHANGE ORDER					
PROJECT NAME: Mandan Lift Station Central Alarm		FIELD ORDER E1			
CONTRACT NO:		CHANGE ORDER			
CONTRACTOR: EDLING ELECTRIC, INC.					
DATE: 7/2/14					
DESCRIPTION OF WORK: INSTALL UPS FOR 24 LIFT STATIONS					
REASON:					
LABOR					
	Job Classification	# Manhours	Rate	Amount	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
TOTAL \$				-	
MATERIAL *					
	Type	Qty	Unit	Unit Cost	Amount
QUOTE		1	1	30828.00	30,828.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
TOTAL \$				30,828.00	
OTHER DIRECT COSTS					
	Description			Amount	
TOTAL \$				-	
SUBCONTRACT WORK **					
	Description			Amount	
TOTAL \$				-	
* Material costs must be supported with price quotes from suppliers.					
** Subcontract work must be supported with copies of subcontractor price quotes.					

COST PROPOSAL FOR CHANGE ORDER

COMPUTATIONS
 (Reference Article 7, paragraph 7.2.3 of
 Supplementary General Conditions AGND Document 415)

a. Total Labor costs (from page 1) -----	\$	-
b. Subtotal -----	\$	-
c. Total Material Costs (from page 1) -----	\$	30,828.00
d. Total Other Direct Costs (from page 1) -----	\$	-
e. Total of "b", "c", and "d" above -----	\$	30,828.00
Plus 15% Overhead and Profit -----	\$	4,624.20
f. Subtotal -----	\$	35,452.20
g. Total Subcontract Work (from page 1) -----	\$	-
Plus 10% Overhead and Profit -----	\$	-
h. Subtotal -----	\$	-
i. TOTAL	\$	35,452.20
j. Bond (1% unless substantiated)		354.52
k. Wiring Certificate		89.52
TOTAL PROPOSAL AMOUNT	\$	35,896.24

Signed: Dave Russell
 (Contractor)

Date: 7/2/14

* * * * *

A/E Review Comments:

Signed: _____

Date:



Integrated Process Solutions

34696 412th St SE, PO Box 26, Fosston, MN 56542 218-435-1703

WORK CHANGE REQUEST

Reference No. 1

DATE 06/24/14 Project No. PO 6146-001
OWNER CITY OF MANDAN
CONTRACTOR EDLING ELECTRIC, INC.
Contract: DAVID RUSSELL
Project: MANDAN LIFT STATION CENTRAL ALARM SYSTEM - RE-BID

Integrated Process Solutions, Inc. is pleased to provide the following proposal for:

Description:

PROVIDE SOLA SDU 850 850VA UPS FOR 24 LIFT STATION SITES

Purpose of Work Change Directive: Requested by Engineer

Attachments: N/A

Method of determining change in Contract Price:

Unit Prices

Lump Sum

Estimated increase in Contract Price:

\$ 30,828.00

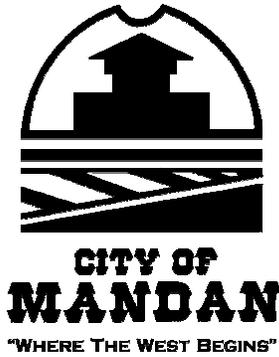
Estimate increase (decrease) in Contract

Times: N/A

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Substantial Completion: zero days;

Ready for final payment: zero days.



Board of City Commissioners

Agenda Documentation

MEETING DATE:	August 5, 2014
PREPARATION DATE:	July 31, 2014
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker
SUBJECT:	Acting as the Board of Adjustment, consider for approval setback variance for Lot 17, Block 2 Lakewood Harbor 3 rd Addition

STATEMENT/PURPOSE: This lot is located on a cul-de-sac named Shorefront Place SE. The lot partially fronts the straight part of the street and partially fronts the cul-de-sac bulb. This limits the buildable area of the lot when building setbacks are applied to the irregular shape of the front lot line. When the subdivision was created there were opportunities to adjust the lot lines and lot sizes to mitigate this issue. Since the two adjoining lots are already developed, it is too late to do that now.

The lot borders a boat canal which is a designated floodplain. The buildable area of the lot is higher and out of the floodplain. The problem is that the footprint of the proposed slab-on-grade structure will encroach into the sloped area of the lot. The request is to allow the house to be moved farther forward to avoid having to bring in substantial amounts of fill and in so doing increase the slope of the rear portion of the lot.

In order to reduce the footprint of the structure, the house to the south was built with a lower story. This is not recommended because of flood insurance limitations. The house to the north is on a significantly larger lot with a uniformly curved front lot line that allowed construction of the house within the setbacks without encroaching on the sloped rear area.

BACKGROUND/ALTERNATIVES: Section 21-06-02.2 of the city code provides a procedure for granting a variance.

Variances. On appeal from an order, requirement, decision or determination made by an administrative official, the board of adjustment may vary or adjust the strict application of any of the requirements of this title in the case of an exceptionally irregular, narrow, shallow or steep lot or other exceptional physical or topographical condition, by reason of which the strict application of the provisions of the title would result in unnecessary hardship that would deprive the owner of a reasonable use of

the land or building involved, but in no other case. No adjustment in the strict application of any provisions of this title shall be granted by the board of adjustment unless it finds:

a. That there are special circumstances or conditions, fully described in the findings of the board, applying to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or building, and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant taken subsequent to the adoption of this title, whether in violation of the provisions of the title, or not;

b. That, for reasons fully set forth in the findings of the board, the circumstances or conditions so found are such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of said land or building, and the granting of the variance is necessary for the reasonable use of the land or building, and that the variance as granted by the board is the minimum variance that will accomplish the relief sought by the applicant;

c. That the grant of the variance will be in harmony with the general purposes and intent of this title, and not be injurious to the neighborhood or otherwise detrimental to the public welfare

This is a unique parcel in that it has an irregularly shaped front lot line that limits the buildable area of the lot in relation to the size of the lot when attempting to locate a rectangular shaped structure on the lot. The proposed encroachment is for a corner of the structure and is the minimum needed for the proposed structure. Granting this variance is in harmony with the general purposes and intent of this title and is not injurious to the neighborhood or otherwise detrimental to the public welfare.

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION: The Planning and Zoning Commission voted 11 to 1 at their July 28, 2014 meeting to recommend approval of this request. Staff recommends approval of this request.

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Approval of setback variance for Lot 17, Block 2 Lakewood Harbor 3rd Addition

Page 3 of 5

SUGGESTED MOTION: Move to grant a setback variance to allow a building to encroach into the front yard setback a maximum of 10 feet on Lot 17, Block 2 Lakewood Harbor 3rd Addition.

Mandan Planning and Zoning Commission Agenda
Item
For Meeting on July 28, 2014
Mandan Engineering and Planning Office Report
Lakewood Harbor 3rd Addition Variance
Requested Action
Allow encroachment into front yard setback

Application Details					
Applicant Steve & Robin Gates	Owner Steve & Robin Gates	Subdivision Lakewood Harbor 3 rd Addition	Legal Description Lot 17, Block 2 Lakewood Harbor 3 rd Addition		
Location 4116 Shorefront Place SE		Proposed Land Use Single family residence	Parcel Size 26,419 SF	Number of Lots 1	
Existing Land Use SF	Adjacent Land Uses Residential		Current Zoning R7	Proposed Zoning R7	Adjacent Zoning R7
Fees 100	Date Paid 7/2/14	Adjacent Property Notification Sent	Legal Notices Published		

Project Description
<p>21-09-16 provides tests for granting of a variance.</p> <p><i>a. Strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider, as distinguished from a mere inconvenience, because of the particular physical surroundings, shape or topographical conditions of the specific property involved, or because of other conditions not caused by the action of the subdivider.</i></p> <p>This lot fronts on the area where the street transitions from a straight section to a cul-de-sac bulb. Normally lot lines extend radially from the center of the cul-de-sac. For this lot the north property line follows that pattern but the south property line does not. This creates a unique condition where part of the house will be significantly set back from the street while part of the house is near the street.</p> <p>The issue is that the rear of the lot drops away into a waterway. Because of the odd shape of the lot, there is less area between the back of the structure and the rear property line. Substantial fill or a retaining wall will be required to bring the rear of the house up to grade unless the house can be moved more toward the front of the lot. Because of a FEMA designated floodplain elevation, the house cannot be significantly lowered.</p> <p>The house to the south sits closer to the street because it is on the straight part of the street and the house to the north sits farther back due to the configuration of the cul-de-sac bulb.</p> <p>The applicant is not the subdivider.</p> <p><i>b. The granting of the variance would not have the effect of reducing the traffic capacity of any major or</i></p>

secondary street.

Approval of this request would have no impact on the traffic capacity of any street.

c. The granting of the variance would be beneficial to the public safety, health or welfare, and not injurious to other property located adjacent to the proposed modification.

Granting of this variance would have no impact on public safety, health or welfare and would not be injurious to any other property.

d. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.

The variance request is only for the conditions encountered on this lot and is determined by the configuration of the street in relation to the positioning of the primary structure on the lot.

e. The variance is consistent with provisions of the zoning ordinance, comprehensive plan and proper development of the area.

The variance request does not change any provisions of the zoning ordinance or comprehensive plan nor negatively impact development of the area.

Agency & Other Department Comments

Engineering & Planning Staff Comments

The request is to allow the north portion of the structure and the north corner of the garage to encroach up to 10 feet into the front yard setback along the curve of the cul-de-sac bulb. This area of the structure is less than 20% of the total front length of the structure. The center section of the house would be well back from the minimum setback line. The south corner of the structure would be almost 60 feet from the property line. The effect is that the average setback along the front face of the house would be greater than the minimum setback.

There are issues that need to be considered.

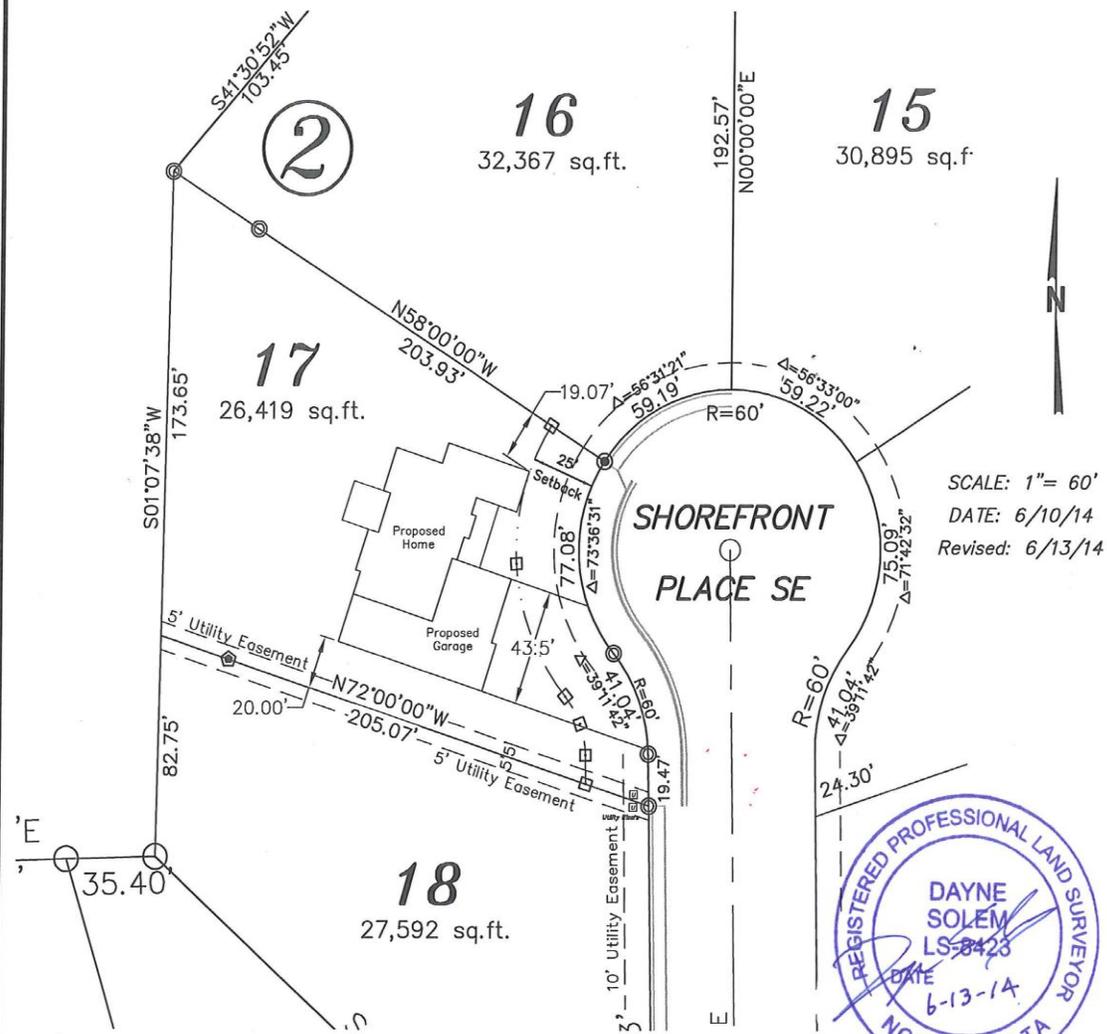
- The footprint of the house contributes to the problem. Consideration should be given to a redesign of the floor plan to reduce the potential encroachment.
- The house will be well forward of the house to the north. The request would increase the difference between the locations of the 2 structures.
- A deeper rear wall would be an option to adding fill.

Engineering & Planning Recommendation

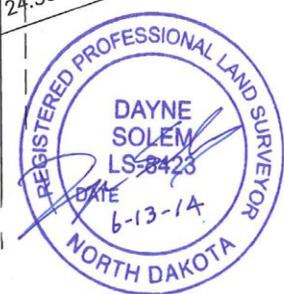
Proposed Motion

LOT SURVEY EXHIBIT

LOT 17 BLOCK 2
 SUBDIVISION Lakewood Harbor 3rd
 ADDRESS 4116 Shorefront Place SE
 OWNER Steve and Robin Gates



SCALE: 1" = 60'
 DATE: 6/10/14
 Revised: 6/13/14



- ⊙ FOUND MONUMENT
- ⊙ SET MONUMENT
- ⊙ SET MONUMENT ON PROPERTY LINE
- BUILDING SETBACK & BUILDING CORNER STAKE

SWENSON, HAGEN & COMPANY P.C.
 909 Basin Avenue
 Bismarck, North Dakota 58504
 shcn@swensonhagen.com
 Phone (701) 223-2600
 Fax (701) 223-2606

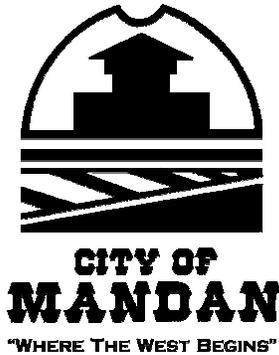
Surveying
 Hydrology
 Land Planning
 Civil Engineering
 Landscape & Site Design
 Construction Management

NOTES PLS

THE BUILDING SETBACK LINES SHOWN ARE TYPICAL. THERE MAY BE OTHER BUILDING RESTRICTIONS THAT AFFECT THIS PROPERTY. THE BUILDER IS RESPONSIBLE FOR VERIFYING THE BUILDING SETBACKS AND BUILDING DIMENSIONS. LOT DIMENSIONS ARE FROM PLAT. BUILDING AS SHOWN WAS FIELD STAKED.

FAXED OR EMAILED TO: _____
 BUILDER OR OWNER

DATED: 6-13-14



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: July 22, 2014
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Dennis A. Bullinger
PRESENTER: Chief Dennis A. Bullinger
SUBJECT: Law Enforcement Records Management System Agreement

STATEMENT/PURPOSE: The Mandan Police Department is requesting approval in signing an agreement with the North Dakota, Criminal Justice Information Sharing Program (CJIS) to access and use the Law Enforcement Records Management System (LERMS).

BACKGROUND/ALTERNATIVES: The police department currently is using a records management software shared with the Morton County Sheriff's Department known as Cop-Desk. Our use of the software started in 1996-97 and is used at the present. Maintenance up-upgrades and software support for Cop-Desk does not exist and has not for several years creating a potential risk in losing eighteen years of data. The department has looked at several record software systems and found cost to be prohibitive for a single purchaser/user such as the police department. An alternative to fulfilling our immediate needs is, become a user of the states (LERMS). The State of North Dakota in 2004-2005 established a web-based law enforcement records management system with minimal fees to agency users. The program LERMS, gives smaller agencies with limited resources a records system in which they could manage its records related to law enforcement activities and information sharing with other criminal justice agencies. The system has been upgraded with new hardware and software, scheduled to go live this July.

Fees for services as a user are \$25.00 per full time sworn officer each month. Support staff, records, youth services, parking enforcement, animal control would not be assessed a user's fee. Our cost would total $35 \times \$25.00 = \875.00 per month, or \$10,500.00 annual. Future upgrades and hardware cost are paid for by CJIS.

Morton County Sheriff's Department has decided to become a user of the state's Law Enforcement Records Management System and are waiting the completion of an interface

allowing the exchange of information with the computer aid dispatch (CAD) software currently used by Bismarck/Burleigh law-enforcement, EMS and the Mandan Fire Department.

ATTACHMENTS: 1. LERMS Agency Agreement 2. ND CJIS Access Agreement.

FISCAL IMPACT: \$10,500.00 annual, is requested in the 2015 Information Technology Budget Proposal.

STAFF IMPACT: N/A

LEGAL REVIEW: Yes, City Attorney Brown

SUGGESTED MOTION: Move to approve the Police Department with signing the Law Enforcement Records Management System Agency Agreement, as a user of the Law Enforcement Records Manage System, (CJIS).



Criminal Justice Information Sharing Program (ND CJIS)
600 E Blvd Dept 112 • Bismarck ND 58505-0100
Office: (701) 328-1110 • Fax: (701) 328-3000

LERMS AGENCY AGREEMENT

This Agreement ("Agreement") is made by and between the State of North Dakota, acting through its Criminal Justice Information Sharing Program ("ND CJIS"), and the City of Mandan, acting through its Police Department with ORI Number ND0300200 ("Customer") (together referred to as "Parties").

RECITALS

- A. ND CJIS currently hosts and maintains a web-based law enforcement records management system ("LERMS").
- B. Customer would like to access and use LERMS in order to manage its records related to its law enforcement activities.

TERMS and CONDITIONS

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Scope of Work

For the initial implementation of LERMS, the following tasks will be completed by ND CJIS and the Customer as indicated.

- The Customer will appoint an agency representative who currently has access to the State's portal for criminal justice information sharing and administration (ND CJIS Portal) or who will apply for access to the ND CJIS Portal to manage the Customer's applications and access to LERMS ("Agency Administrator");
- Each of the Customer's staff whom Customer wishes to access LERMS will complete an online Personnel Application, which may be found at www.nd.gov/cjis/lerms/index.html;
- The Agency Administrator will review the Personnel Applications to determine whether the applicants are on staff and have provided accurate information; and, if so, approve Personnel Applications through an administrative section of the ND CJIS Portal;
- All of Customer's staff who have access to LERMS will comply with the ND CJIS Access Agreement, attached as Exhibit A and incorporated herein;
- Customer will assist in compiling needed information for provisioning the system, including recommendations for access roles, and ND CJIS will set up the provisioning in the system, subject to federal CJIS security restrictions and state access law and policy for potential access to data provided by other entities;

- The Customer and ND CJIS will choose a mutually agreeable date and time after provisioning is complete to move the system into production and begin use (“Go-Live Date”);
- Each of the Customer’s staff will attend a LERMS training session provided by ND CJIS at a mutually agreeable date and time prior to the Go-Live Date;
- The Customer will procure any needed hardware, software, or updates to ensure compliance with minimum system requirements (“System Requirements”), as currently defined in Section 4.2 and periodically updated by ND CJIS;
- ND CJIS staff will be at the Customer’s site on the Go-Live Date to assist with installation, testing, and initial use;
- The Customer and ND CJIS will choose a mutually agreeable date one to three months after the Go-Live Date for a Follow-up Meeting to discuss issues related to LERMS; and
- Customer will comply with all applicable federal and state laws governing use of LERMS and the data contained therein.

1.1 Support

Software Support: Customer must report LERMS software issues to the Information Technology Department (ITD) Service Desk by calling 1-877-328-4470 or submitting an incident online at <https://www.nd.gov/itd/onlineincident/createincident.aspx>. The ITD Service Desk is operational 24 hours a day, 7 days a week and 365 days a year.

- Password unlocks and resets will be handled directly by the ITD Service Desk.
- Software support issues, such as loading of software and compatibility, will be forwarded on to ND CJIS staff, and typically according to the following service levels:

Incident Severity	Response Time	Resolution Time
High Impact – software unusable	1 hour	Final Resolution within: 4 hours
Medium Impact – software useable with severely restricted functionality or performance	4 hours	Final Resolution within: 8 hours (1 business day)
Low Impact – software useable with minor impact on functionality or performance	8 hours	Final Resolution within: 40 hours (1 business week)

Hardware Support: ND CJIS is responsible for maintaining the servers and equipment on which LERMS runs within the State’s Department of Information Technology and will assist with LERMS installation and updates on the Customer’s hardware. However, ND CJIS is prohibited from providing desktop support related to Customer’s hardware and other software. As such, it is the Customer’s responsibility to maintain the minimum hardware and software requirements, as defined and periodically updated by ND CJIS. The current System Requirements are currently as follows:

Workstations

- Microsoft – Windows Operating System Win/XP, WIN7
- Microsoft .NET V4.0 Extended

Mobiles

Microsoft – Windows Operating System Win/XP, WIN7
Microsoft .NET V4.0 Extended
Microsoft SQL Express 2008 R2 with SP2 OR Microsoft SQL Express 2012

For ND CJIS records, the Customer must provide and update contact information for its IT Support. The contact information for the Customer's current IT Support is as follows:

Name: _____

Business/Agency: _____

Address: _____

Phone Number: _____

Email Address: _____

1.2 Hosting and Disaster Recovery

LERMS will be hosted at the North Dakota Information Technology Department in Bismarck, North Dakota, in accordance with the State's enterprise architecture technology standards. These standards can be found at www.nd.gov/itd/files/sla/sla-hosting.pdf. Disaster recovery functionality will also be provided by the State, including a duplicate server housed at a distinct location.

1.3 Security

The North Dakota Information Technology Department shall provide security for LERMS in accordance with its Security Standards, which can be found at www.nd.gov/itd/standards/security.

1.4 Maintenance

System Maintenance: Standard maintenance windows will be 9:00 pm until 11:00 pm on Tuesdays. ND CJIS shall notify the Customer of any scheduled maintenance downtime outside of the standard maintenance window. ND CJIS will use its best efforts to notify Customer of a planned downtime at least 48 hours in advance or as soon as practicable.

User Account Maintenance: ND CJIS will make changes to the user accounts as directed by the Customer's Agency Administrator (or agency head). The Customer's Agency Administrator will assist ND CJIS in Customer's user account maintenance by completing the following tasks:

- o Open a support ticket with any changes to badge number, privileges, work hours, or personnel number with the Information Technology Department (ITD) Service Desk by calling 1-877-328-4470 or submitting an incident online at <https://www.nd.gov/itd/onlineincident/createincident.aspx>.
- o As prompted by automatic notifications, use the CJIS Portal to view, approve, deny or inactivate Customer staff access to LERMS.
- o Ensure Customer's new staff completes the LERMS Personnel Application at www.nd.gov/cjis/applications/verify.htm.

2.0 Compensation

The Customer shall pay for services under this Agreement on a monthly basis. The Customer's monthly rate will be \$25.00 per full time sworn officer. Agencies within counties that have other local law enforcement agencies online with LERMS may be eligible for discounts at the sole discretion of ND CJIS.

The current monthly rate for the Customer (with any applicable discounts) is \$[_____]. The Customer will begin to be charged six (6) months after the Go-Live Date. Payment for fees are due thirty (30) days from date of invoice. Rates may be adjusted, based on a change in Customer's number of sworn officers, in January of each year during the Term of this Agreement. The standard fee schedule is based on annual vendor maintenance fees, which may increase due to inflation. In the event of an increase in standard rates, ND CJIS will notify agencies at least 3 months prior to the rate increase.

3.0 Term

This Agreement begins upon execution and ends when either Party terminates in accordance with this Agreement.

4.0 Training

In addition to trainings provided as part of Implementation, ND CJIS will provide training on LERMS as part of LERMS training at least quarterly at a training facility in Bismarck, ND. Additional trainings may be added at various locations at ND CJIS's discretion. Training information is available at www.nd.gov/CJIS/training. Customer's new users are required to receive training as soon as is practicable for the Customer.

5.0 Information Sharing

To the extent authorized by law, the Customer agrees that its LERMS data may be shared through the ND CJIS Portal and the North Dakota Statewide Victim Information and Notification Program (ND SAVIN). The ND CJIS access and security policies are defined in the ND CJIS Access Agreement (Exhibit A).

6.0 Confidentiality

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

7.0 Compliance with Public Records Laws

Customer and ND CJIS understand that, except for records that are protected from disclosure under the law or this Contract, ND CJIS and Customer both have an obligation to disclose to the public upon request any records subject to North Dakota's public records law, N.D.C.C. ch. 44-04. Customer and ND

CJIS each agree to notify the other Party immediately upon receiving a request for information in LERMS under the public records law and to cooperate with each other, as necessary, to respond to the request.

8.0 Misuse

Customer agrees to use LERMS for its intended law enforcement purpose and acknowledges that any misuse of the application may result in consequences including, but not limited to, termination of user accounts.

9.0 Applicable Law and Venue

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be brought and solely litigated in the District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

10.0 Amendment

This Agreement may be amended by written, mutual agreement of the Parties.

11.0 Termination

a. Termination by Mutual Agreement

This Agreement may be terminated at any time by mutual consent of both parties executed in writing.

b. Termination without Cause

At the option of either Party, this Agreement may be terminated at any time upon ninety (90) days' written notice to the other Party.

c. Termination for Lack of Funding or Authority

Either Party, upon written notice to the other Party, may terminate the whole or any part of this Agreement under any of the following conditions:

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

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

d. Termination for Cause.

ND CJIS may terminate this Agreement effective upon delivery of written notice to Customer, or any later date stated in the notice, if Customer fails to make timely payments or perform any of the other provisions of this Agreement.

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

12.0 Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

13.0 Severability

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

14.0 Notice

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

Customer Contact Information

Contact Person: _____

Title: _____

Agency Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Contact Email Address: _____

ND CJIS Contact Information

Contact Person: Molly Brooks Title: ND CJIS Director

Agency Address: 600 E. Boulevard, Dept 112 City, State, Zip: Bismarck, ND 58505-0100

Email Address: mbrooks@nd.gov Phone Number: 701-328-1108 Fax: 701-328-3000

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

IN WITNESS WHEREOF, the Parties have executed this Agreement, through their duly authorized representatives.

Dennis Bullinger
City of Mandan Chief of Police

Date

Molly Brooks
ND CJIS Director

Date

Mail to:

North Dakota Criminal Justice Information Sharing
600 East Boulevard Avenue, Dept. 112
Bismarck, ND 58505-0100



LOCAL PERMIT OR CHARITY LOCAL PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 17926 (10/2012)

Consent No.8
 - Added 8/5/14

Type: Local Permit * Charity Local Permit

Permit Number
 2014-38

Name of Organization Pink It Forward		Date(s) Authorized (Read instruction 2)		
Contact Person Tammy Gimbel	Business Phone Number (701) 400-3848	Beginning to 8/22/2014 Ending		
Mailing Address 5511 Falconer Drive	City Bismarck	State ND	Zip Code 58504-0000	
Site Name Mandan Municipal Golf Course	Site Address 1002 7th Street Sw			
City Mandan	State ND	ZIP Code 58554-0000	County Morton	
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.				
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*				
Restriction:				
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.				
Date 8/4/2014	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor <i>Jay Gruebele</i>	Printed Name of City or County Auditor Jay Gruebele		Auditor Telephone Number (701) 667-3250

Please see the instructions on the backside of this form on how to complete the Permit.
 For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" below.

 cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

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

2014-38

CALL w/
permit #
400-3848
CALL 75
Charity



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (9-2009)

Application for: Local Permit

Charity Local Permit (one event per year)

Name of Non-profit Organization Pink it Forward		Date(s) of Activity 8/22/14 to for Event	
Person Responsible for the Gaming Operation and the Disbursement of Net Income Tammy Gimbel		Title Co-President	Business Phone Number 701-400-3848
Business Address 5511 Falconer Dr	City Bismarck	State ND	Zip Code 58504
Mailing Address (if different) PO Box 3221	City Bismarck	State ND	Zip Code 58503
Name of Site Where Game(s) will be Conducted Mandan Municipal Golf Course		Site Address 1002 7th St SW	
City Mandan	State ND	Zip Code 58554	County Morton
Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle					
Silent Auction					
Don't have prizes yet					

Total: (Limit \$12,000 per year) \$ Under 5,000.⁰⁰

Intended uses of gaming proceeds: to go 100% back to organization to use for patients

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official Tammy Gimbel	Date 8/1/14	Title Co-President	Business Phone Number 701-400-3848
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BMDA Update

August 5, 2014

BMDA – City of Mandan

- * One of four primary public sector partners
 - **Public:** City of Bismarck, Burleigh & Morton Counties
- * Voting & Participating representatives on the BMDA Board
 - **Voting:** Commissioner Braun

BMDA Strategic Plan

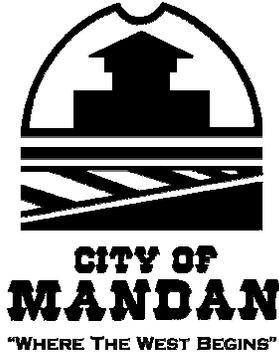
1. Embrace Cutting-Edge Economic Development Practices for Innovative Business Attraction and Retention Programming
2. Lead The Charge In Breaking Down Barriers to Economic Prosperity
3. Position the Bismarck-Mandan Region as a Business and Career Destination
4. Maximize Results by Focusing on Organizational Excellence

Prosperity Agenda

- **VIBRANT PLACE:** World-class infrastructure and amenities
- **PROSPERITY-FOCUSED POLICIES:** An un-matched business climate
- **THE BEST PEOPLE:** A talent pool that fulfills the needs of employers now into the future

Mandan-Specific Efforts

- * **Retail Attraction Efforts**
 - ICSC RECon Event & Monthly Contacts
- * **Mandan Tomorrow Plan - EOP Committee**
 - Opportunities Session & Town Hall Meeting on September 17
- * **Comp Plan Planning Advisory Committee**
 - 194 Corridor Study & Fringe Area Road Plan



New Business No. 2

Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Ryan Norrell, Executive Director
SUBJECT: ND Missouri River Stakeholders

STATEMENT/PURPOSE: To receive a presentation by the North Dakota Missouri River Stakeholders Executive Director.

BACKGROUND/ALTERNATIVES: I became involved with this group after the 2011 floods and found there was a need for a voice that dealt specifically with Missouri River issues. I have volunteered on behalf of the City of Mandan to be on the Leadership Committee in an effort to increase my knowledge about Missouri River issues as our fresh water intake lies along the banks of the river and our effluent line discharges into the river. During the flood event of 2011 we had issues with both of areas.

The pamphlet attached outlines the history of this effort and also the challenges that are faced ahead.

ATTACHMENTS:

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION: No action necessary

SUGGESTED MOTION:

North Dakota Missouri River Stakeholders
PO Box 2254
Bismarck, ND 58502

Leadership Committee

Wade Bachmeier
wade@btinet.net
701-400-4251

Mary Massad
mmassad@swwater.com
701-225-0241

Duane Dekrey
duaned@daktel.com
701-652-5174

Jim Neubauer
jneubauer@
cityofmandan.com
701-667-3214

Terry Fleck
tfleck@attitudedr.com
701-223-9768

Bill Ongstad
bill.ongstad@gmail.com
701-341-2937

Pat Fridgen
pfridgen@nd.gov
701-328-4964

Ken Royse
ken.royse@bartwest.com
701-202-5459

Michael Gunsch
mgunsch@houstoneng.com
701-527-2134

Ron Sando
rksando1@aol.com
701-226-5038

Dave Koland
davek@daktel.com
800-532-0074

Jean Schafer
jeans@bepc.com
701-400-5814

Project Team

Ryan Norrell
rmnorrell@ndwaterlaw.com
701-223-4615

Jackie Nye
waterone@btinet.net
701-223-4615

Lance Yohe
tbslance@gmail.com
701-371-8246

Mike Dwyer
mdwyer@ndwaterlaw.com
701-223-4615

North Dakota Missouri River Stakeholders

Creating grassroots unity,
leadership and direction to advocate
and promote North Dakota's
Missouri River interests.

Contact:

**NORTH DAKOTA MISSOURI RIVER
STAKEHOLDERS (NDMRS)**

**Ryan Norrell
Executive Director**

rmnorrell@ndwaterlaw.com

701-223-4615

www.ndmrs.com



Goals of this effort

- To create unity and leadership for a North Dakota vision and voice on Missouri River issues.
- 2014 Fall Workshop: to build momentum, interest, commitment (ownership).
- 2015 Spring Conference: to develop leadership and direction to advocate North Dakota's Missouri River interests.

How we got here

- 2005 - Missouri River Joint Board (MRJB) formed to address local issues along the river.
- 2012 - Workshop attended by 65 North Dakota stakeholders resulted in the formation of a Leadership Committee to create a North Dakota Missouri River organizational strategy.
- Funding provided by North Dakota State Water Commission and Garrison Diversion Conservancy District to the MRJB to implement the 2012 workshop outcomes.
- The Leadership Committee established a path forward, a conceptual framework, and hired a project team to assist.

The challenge

- To foster understanding among North Dakota's Missouri River interests – including views and needs of those stakeholders.
- To develop agreement on key issues and work together to maximize the Missouri River's potential in North Dakota.
- To convey stakeholders' goals within and outside the state's borders, and then work to achieve them.

Why is this needed?

- To enable North Dakota's Missouri River interests to collectively meet about, educate, advocate, understand, or respond to Missouri River issues and challenges.
- North Dakota needs greater unity and advocacy for what lies ahead—we need to start working together today to be ready for tomorrow!

What is needed?

- We need to develop a strong regional grassroots structure to listen, discuss, learn, educate, communicate, involve, advocate, and promote Missouri River issues.
- Agreement by North Dakotans on the key issues whenever possible.
- Commitment by North Dakotans to work together to realize North Dakota's interests on the Missouri River.
- A vision we all support and will help achieve.

What are some of the issues?

- Access to water within reservoir boundaries
- Sedimentation and delta formation
- Flood control
- Noxious weed control
- Wildlife habitat
- Land management
- Annual Missouri River operating plan
- Missouri River Recovery Program
- Adequate water supplies
- Irrigation
- Sovereign land management
- Fishery health
- Recreational access (boat ramps/roadways)
- Water quality
- Bank stabilization
- Endangered species
- Floodplain management
- Hunting access

What can you do to help?

- GET INVOLVED!
- STAY INVOLVED!
- SHARE YOUR VIEWS!
- LEAD!

ATTEND THE FALL WORKSHOP

November 20, 2014
Bismarck State College
Bismarck, ND

Name _____

Organization _____

Address _____

E-mail _____

Phone _____



ATTEND THE SPRING CONFERENCE:

June 3-4, 2015
Ramkota Hotel
Bismarck, ND

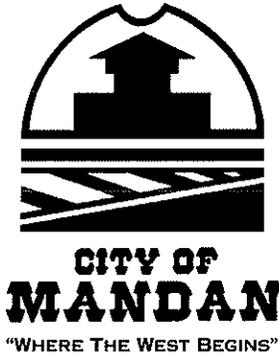
Name _____

Organization _____

Address _____

E-mail _____

Phone _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Mike Manstrom, Dougherty & Company LLC
SUBJECT: Sale of ~~\$2,560,000~~ \$2,490,000 Refunding Improvement Bonds of 2014, Series A.

PURPOSE

To award the sale of ~~\$2,560,000~~ \$2,490,000 Refunding Improvement Bonds of 2014, Series A for the purpose of refunding the City's Refunding Improvement Bonds of 2007, Series A.

BACKGROUND

The refinancing of the old Bonds is necessary to take advantage of the lower interest rates with the sale of the new Bonds. The following special assessment districts are affected as a result of the refinancing:

- Street #131
- Street #132-Area B
- Street #132-Area C
- Street #133
- Water and Sewer #47

ATTACHMENTS

- Refunding Summary
- Debt Service Comparison
- Official Statement cover page
- Credit Rating Report (Moody's Investors Service)
- Resolution Awarding Sale

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Sale of ~~\$2,560,000~~ \$2,490,000 Refunding Improvement Bonds of 2014, Series A.

Page 2 of 2

FISCAL IMPACT

The total Net Present Value Benefit (NPV) savings is estimated to be ~~\$154,311.45~~ \$162,160.84 or ~~6.235%~~ 6.552%. This savings is net of the issuance costs. A common method to determine if the refunding is appropriate is that the savings, net of all issuance costs, should be at least 3% to 5% as a NPV percentage of the refunded bonds.

The net savings from the refinancing will be passed on to the balances owed by the special assessment districts indicated above through lower interest rates effective August 15, 2014.

STAFF IMPACT

None

LEGAL REVIEW

Steve Vogelpohl, Bond Counsel, will prepare the legal opinion.

RECOMMENDATION

To approve the Resolution Awarding Sale of ~~\$2,560,000~~ \$2,490,000 Refunding Improvement Bonds of 2014, Series A.

SUGGESTED MOTION

Move to approve the Resolution Awarding Sale of ~~\$2,560,000~~ \$2,490,000 Refunding Improvement Bonds of 2014, Series A.

\$2,490,000

City of Mandan, North Dakota
Refunding Improvement Bonds of 2014
Current Refunding of Series 2007

Refunding Summary

Dated 08/15/2014 | Delivered 08/28/2014

Sources Of Funds

Par Amount of Bonds	\$2,490,000.00
Reoffering Premium	68,065.55
Accrued Interest from 08/15/2014 to 08/28/2014	2,520.92
Total Sources	\$2,560,586.47

Uses Of Funds

Deposit to Current Refunding Fund	2,514,990.63
Total Underwriter's Discount (1.100%)	27,390.00
Costs of Issuance	15,684.92
Deposit to Debt Service Fund	2,520.92
Total Uses	\$2,560,586.47

Flow of Funds Detail

State and Local Government Series (SLGS) rates for
Date of OMP Candidates

Current Refunding Escrow Solution Method	Gross Funded
Total Cost of Investments	\$2,514,990.63
Total Draws	\$2,514,990.63

Issues Refunded And Call Dates

Mandan RIB 2007	9/15/2014
-----------------	-----------

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.292%(AIC)	159,639.92
Accrued Interest Credit to Debt Service Fund	2,520.92
Net Present Value Benefit	\$162,160.84
Net PV Benefit / \$2,475,000 Refunded Principal	6.552%

Bond Statistics

Average Life	3.603 Years
Average Coupon	2.5846760%
Net Interest Cost (NIC)	2.1312476%
Bond Yield for Arbitrage Purposes	1.7866279%
True Interest Cost (TIC)	2.1067665%
All Inclusive Cost (AIC)	2.2924362%

Ref14 Mandan Ser07 8 05 1 | SINGLE PURPOSE | 8/5/2014 | 10:59 AM

\$2,490,000

City of Mandan, North Dakota
Refunding Improvement Bonds of 2014
Current Refunding of Series 2007

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
05/01/2015	444,642.67	444,642.67	467,437.50	22,794.83
05/01/2016	427,960.00	427,960.00	451,237.50	23,277.50
05/01/2017	406,860.00	406,860.00	430,037.50	23,177.50
05/01/2018	382,460.00	382,460.00	409,062.50	26,602.50
05/01/2019	366,960.00	366,960.00	393,312.50	26,352.50
05/01/2020	355,060.00	355,060.00	378,875.00	23,815.00
05/01/2021	337,920.00	337,920.00	364,437.50	26,517.50
Total	\$2,721,862.67	\$2,721,862.67	\$2,894,400.00	\$172,537.33

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	159,639.92
Net PV Cashflow Savings @ 2.292%(AIC)	159,639.92
Accrued Interest Credit to Debt Service Fund	2,520.92
Net Present Value Benefit	\$162,160.84
Net PV Benefit / \$2,475,000 Refunded Principal	6.552%
Average Annual Cash Flow Savings	24,648.19

Refunding Bond Information

Refunding Dated Date	8/15/2014
Refunding Delivery Date	8/28/2014

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

RESOLUTION AWARDING SALE

WHEREAS, the Board of City Commissioners (the "Governing Body") of the City of Mandan, North Dakota (the "City") has authorized the negotiated sale of the City's Refunding Improvement Bonds of 2014, Series A, in principal amount of \$2,490,000 (the "Bonds") for the purpose of refunding the City's Refunding Improvement Bonds of 2007 having stated maturities in 2015 and thereafter; and

WHEREAS, Dougherty & Company LLC, Minneapolis, Minnesota, has presented this Governing Body an offer to purchase the Bonds (the "Offer"),

BE IT HEREBY RESOLVED by the Governing Body that the Offer of Dougherty & Company LLC, Minneapolis, Minnesota, is hereby accepted, which Offer is as follows:

The Bonds are to be purchased at a purchase price of \$2,530,675.55 plus accrued interest and initially dated as of August 15, 2014, and shall be issuable as book-entry bonds on the terms as set forth on Attachment 1 hereto.

BE IT HEREBY FURTHER RESOLVED that issuance of the Bonds shall be subject to the approving legal opinion of Steven L. Vogelpohl, Bond Counsel, Bismarck, North Dakota.

Dated and adopted this 5th day of August, 2014.

Attest:

CITY OF MANDAN, NORTH DAKOTA

City Administrator

President, Board of City Commissioners

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on August 5, 2014, as follows:

Adoption moved by _____ Seconded by _____

Roll Call Vote (List Last Names)

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

CITY OF MANDAN
MORTON COUNTY, NORTH DAKOTA

\$2,490,000 Refunding Improvement Bonds of 2014, Series A

THE BONDS

DATED DATE: AUGUST 15, 2014

DUE: MAY 1, AS BELOW

Bonds will be available in fully registered form in the denominations of \$5,000 or any whole multiple thereof. Interest is payable each May 1 and November 1, commencing November 1, 2014.

<u>Year</u>	<u>Due May 1</u>	<u>Rate</u>
2015	\$395,000	3.00%
2016	370,000	3.00
2017	360,000	4.00
2018	350,000	3.00
2019	345,000	2.00
2020	340,000	2.10
2021	330,000	2.40

Bonds maturing in 2020 and thereafter shall be subject to redemption and prepayment, at the option of the City, on May 1, 2019 and any date thereafter, in inverse order of maturities and by lot within any maturity, at par plus accrued interest.



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: August 1, 2014
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Mike Manstrom, Dougherty & Company LLC
SUBJECT: Sale of \$2,560,000 Refunding Improvement Bonds of 2014, Series A.

PURPOSE

To award the sale of \$2,560,000 Refunding Improvement Bonds of 2014, Series A for the purpose of refunding the City's Refunding Improvement Bonds of 2007, Series A.

BACKGROUND

The refinancing of the old Bonds is necessary to take advantage of the lower interest rates with the sale of the new Bonds. The following special assessment districts are affected as a result of the refinancing:

- Street #131
- Street #132-Area B
- Street #132-Area C
- Street #133
- Water and Sewer #47

ATTACHMENTS

- Refunding Summary
- Debt Service Comparison
- Official Statement cover page
- Credit Rating Report (Moody's Investors Service)
- Resolution Awarding Sale

Board of City Commissioners

Agenda Documentation

Meeting Date: August 5, 2014

Subject: Sale of \$2,560,000 Refunding Improvement Bonds of 2014, Series A.

Page 2 of 2

FISCAL IMPACT

The total Net Present Value Benefit (NPV) savings is estimated to be \$154,311.45 or 6.235%. This savings is net of the issuance costs. A common method to determine if the refunding is appropriate is that the savings, net of all issuance costs, should be at least 3% to 5% as a NPV percentage of the refunded bonds.

The net savings from the refinancing will be passed on to the balances owed by the special assessment districts indicated above through lower interest rates effective August 15, 2014.

STAFF IMPACT

None

LEGAL REVIEW

Steve Vogelpohl, Bond Counsel, will prepare the legal opinion.

RECOMMENDATION

To approve the Resolution Awarding Sale of \$2,560,000 Refunding Improvement Bonds of 2014, Series A.

SUGGESTED MOTION

Move to approve the Resolution Awarding Sale of \$2,560,000 Refunding Improvement Bonds of 2014, Series A.

\$2,560,000

City of Mandan, North Dakota
Refunding Improvement Bonds of 2014
Current Refunding of Series 2007

Refunding Summary

Dated 08/15/2014 | Delivered 08/15/2014

Sources Of Funds

Par Amount of Bonds	\$2,560,000.00
Total Sources	\$2,560,000.00

Uses Of Funds

Deposit to Current Refunding Fund	2,514,990.63
Total Underwriter's Discount (1.100%)	28,160.00
Costs of Issuance	16,849.37
Total Uses	\$2,560,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for
Date of OMP Candidates

Current Refunding Escrow Solution Method	Gross Funded
Total Cost of Investments	\$2,514,990.63
Total Draws	\$2,514,990.63

Issues Refunded And Call Dates

Mandan RIB 2007	9/15/2014
-----------------	-----------

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.355%(AIC)	154,311.45
Net Present Value Benefit	\$154,311.45
Net PV Benefit / \$2,475,000 Refunded Principal	6.235%

Bond Statistics

Average Life	3.576 Years
Average Coupon	1.8437081%
Net Interest Cost (NIC)	2.1512846%
Bond Yield for Arbitrage Purposes	1.8353503%
True Interest Cost (TIC)	2.1589286%
All Inclusive Cost (AIC)	2.3550955%

Ref14 Mandan Ser07 7 28 1 | SINGLE PURPOSE | 7/28/2014 | 8:59 AM

\$2,560,000

City of Mandan, North Dakota
Refunding Improvement Bonds of 2014
Current Refunding of Series 2007

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
05/01/2015	432,194.67	432,194.67	467,437.50	35,242.83
05/01/2016	430,610.00	430,610.00	451,237.50	20,627.50
05/01/2017	407,055.00	407,055.00	430,037.50	22,982.50
05/01/2018	387,555.00	387,555.00	409,062.50	21,507.50
05/01/2019	372,155.00	372,155.00	393,312.50	21,157.50
05/01/2020	355,855.00	355,855.00	378,875.00	23,020.00
05/01/2021	343,375.00	343,375.00	364,437.50	21,062.50
Total	\$2,728,799.67	\$2,728,799.67	\$2,894,400.00	\$165,600.33

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.355%(AIC)	154,311.45
Net Present Value Benefit	\$154,311.45
Net PV Benefit / \$2,475,000 Refunded Principal	6.235%
Average Annual Cash Flow Savings	23,657.19

Refunding Bond Information

Refunding Dated Date	8/15/2014
Refunding Delivery Date	8/15/2014

This Document does not constitute an offer to sell the Bonds in any State or other jurisdiction to any person to whom it is unlawful to make such offer in such State or jurisdiction. No dealer, salesperson, or any other person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Bonds, and if given or made, such information or representation must not be relied upon.

**CITY OF MANDAN
MORTON COUNTY, NORTH DAKOTA**

\$2,560,000 Refunding Improvement Bonds of 2014, Series A

Bonds Dated: August 15, 2014

Principal Due: May 1, as shown below

The Bonds will be in fully registered form in the denominations of \$5,000 or any whole multiple thereof. Interest will be payable on May 1 and November 1, commencing November 1, 2014. The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases may be made in book entry form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. (See "Book-Entry-Only System" herein.) Starion Bond Services of Bismarck, North Dakota will serve as registrar.

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No.</u>
2015	\$ 405,000			
2016	395,000			
2017	375,000			
2018	360,000			
2019	350,000			
2020	340,000			
2021	335,000			
	(Plus Accrued Interest From _____)			

Bonds maturing in 2020 and thereafter shall be subject to redemption and prepayment, at the option of the City, on May 1, 2019, and any date thereafter, in inverse order of maturities and by lot within any maturity, at par plus accrued interest.

In the opinion of Steven L. Vogelpohl, Bond Counsel, the interest to be paid on the Bonds will not be includable in gross income of the recipient for United States or North Dakota income tax purposes. Interest on the Bonds will not be treated as a preference item in calculating the federal alternative minimum taxable income of individuals and corporations (see "Tax-Exemption" herein). The Bonds are not "qualified tax-exempt obligations" under Section 265 (b)(3) of the Internal Revenue Code of 1986.

DOUGHERTY & COMPANY LLC

90 South Seventh Street, Suite 4300
Minneapolis, MN 55402-4108
612/376-4000

The Date of this Official Statement is July __, 2014.

MOODY'S

INVESTORS SERVICE

New Issue: Moody's assigns A1 to Mandan ND's \$2.6M GO Ser. 2014A

Global Credit Research - 30 Jul 2014

A1 applies to \$40.4 M post-sale GO debt

MANDAN (CITY OF) ND
Cities (including Towns, Villages and Townships)
ND

Moody's Rating

ISSUE	RATING
Refunding Improvement Bonds of 2014, Series A	A1
Sale Amount	\$2,560,000
Expected Sale Date	08/05/14
Rating Description	General Obligation

Moody's Outlook NOO

Opinion

NEW YORK, July 30, 2014 --Moody's Investors Service has assigned an A1 rating to the City of Mandan's (ND) \$2.6 million Refunding Improvement Bonds of 2014, Series A. Proceeds from the bonds will be used to refund the 2015 to 2021 maturities of the Refunding Improvement Bonds of 2007. Debt service on the Series A refunding improvement bonds is expected to be paid from special assessments levied against benefiting properties, though is ultimately secured by its general obligation unlimited tax (GOULT) pledge to levy for any deficiencies in special assessment revenue that is anticipated to occur within one year. The city's GOULT levy is unlimited as to rate or amount. Concurrently, Moody's maintains the A1 rating on the city's outstanding GOULT bonds. Post sale, the city will have \$40.4 million of Moody's rated GOULT debt.

SUMMARY RATINGS RATIONALE

The A1 rating reflects the city's moderately sized and favorably located tax base adjacent to the state capital, Bismarck (Aa1); rapidly growing community driven largely by the oil industry boom; sound financial profile supported by healthy General Fund reserves and positive growth in major revenue streams; and an elevated debt and fixed cost burden with future debt plans.

STRENGTHS:

- Strong regional economy marked by low unemployment rates, growing valuations, and healthy residential and commercial building activity
- Healthy reserve levels with revenue raising flexibility

CHALLENGES:

- Rapid pace of growth may pose significant capital and infrastructure challenges
- Elevated debt burden and high level of fixed costs

DETAILED CREDIT DISCUSSION

MODERATELY SIZED TAX BASE LOCATED NEAR STATE CAPITAL AND BENEFITING FROM ENERGY SECTOR EXPANSION

The City of Mandan's tax base will continue to grow given the elevated demand for housing and commercial properties, low unemployment rate, and proximity to both the state capital and energy exploration in the state. The city covers nearly 12 square miles and sits directly across the Missouri River from the state capital, Bismarck. Mandan's economy is agriculturally focused with some light manufacturing, commercial, and retail sectors. In contrast to national trends, the city's tax base has seen continued growth throughout the economic downturn. The moderately sized \$1.2 billion tax base has grown at an average annual rate of 8.8% since 2008, which includes a sizable 23.4% increase in 2013. Management expects this spike in valuation to be a one-time event, driven by a full reassessment of all taxable property conducted by the county auditor, which typically occurs once every seven years. In interim years, valuation changes are driven by property sale data and values of new property construction. Outside of 2013, the last five years saw valuation gains ranging from 1.6% to 10% annually. During the last decade, the city annexed a significant amount of land which became available for development and much of that development has materialized in recent years. However, Moody's notes that this rapid pace of growth may temper in the long-run as the energy sector transitions from a more labor intensive exploratory phase to a less labor intensive production phase.

The city of Mandan continues to benefit from the expansion of the energy industry in western North Dakota, with energy companies seeking additional office space and additional housing for workers who commute to oil fields in the western part of the state. Building permit activity has increased dramatically, growing from a value of \$47.3 million in 2011 to \$129 million in 2012 and \$139 million in 2013, reflecting the demand for both residential and commercial properties. Wal-Mart Stores Inc. (Aa2 stable) opened a 150,000 square foot Super Wal-Mart in northwest Mandan in the fall of 2013 and hired 150 employees. The store is projected to generate between \$400,000 and \$500,000 in additional sales tax revenue annually. City officials also report increased interest in retail development on the parcels of land near the proposed Wal-Mart. Unemployment in Morton County has historically trended well below the national average. The county's unemployment rate in 2013 averaged just 2.8% compared to 6.1% at the national level. The city's resident income profile is in line with the nation with median family income at 97% of the national average.

SOUND FINANCIAL OPERATIONS CHARACTERIZED BY HEALTHY AND GROWING RESERVES

We expect the city's financial profile to remain sound due to the presence of healthy reserves and revenue raising flexibility. At the close of fiscal 2011, the General Fund balance stood at \$2.5 million, or a healthy 30.5% of General Fund revenues. While the city's original fiscal 2011 budget included a draw on reserves of \$472,900, the city ended the year with an operating surplus of \$774,000 due to significant growth in state aid. For fiscal 2012, management initially anticipated a \$1.3 million operating surplus driven by increased state aid funding as well as higher than budgeted sales tax revenues but audited results reflected a higher year-end surplus of nearly \$2.0 million. The General Fund generated another large operating surplus in fiscal 2013 of \$1.5 million supported by better than budgeted state aid receipts. At the end of fiscal 2013, the General Fund held \$5.9 million in reserves, equivalent to a high 57% of revenues. For fiscal 2014 management expects to draw down General Fund reserves by \$650,000 due to \$950,000 in one-time capital expenditures. Management's formal policy is to maintain 17% of expenditures in its unassigned fund balance. Though reserve levels are well in excess of the policy, management does not plan to materially reducing reserves in the medium term.

The city retains revenue generating flexibility as it currently levies approximately 40 mills below the General Fund cap allowed by its home rule charter. Property taxes are the second largest source of revenue for the city and comprised 25.5% of operating (combined General Fund and Debt Service Fund) revenues in fiscal 2013. Intergovernmental revenues, comprised the third highest revenue source at 16% of operating revenues followed by transfers in, comprised of state highway and sales tax revenues, which accounted for 15%. The city's largest operating revenue, special assessments revenue are dedicated for debt service and comprised 31% of operating revenues. The substantial special assessments help to offset the high debt service expenditures, which comprised an exceptionally high 46% of operating expenditures. The city collects a 1% sales tax, of which 40% was historically transferred to the General Fund for property tax relief, with the balance going towards capital improvements and economic development projects. Going forward, as approved by council, the city is reallocating 50% of the city's sales tax to the General Fund. Annual sales tax revenue has been growing; 2013 collections increased 18% from the previous year. Through the first 6 months of 2014, sales taxes are up 22% from 2013, according to management. This strong growth is primarily driven by the oil industry related economic boom and is expected to continue for the medium term.

HIGH DEBT BURDEN SUPPORTED PRIMARILY BY SPECIAL ASSESSMENTS; EXPECTED TO REMAIN ELEVATED

At 3.3% of full valuation, the city's debt burden is higher than both state and national medians. Approximately 98% of the city's GOULT debt is supported by special assessments. The city's overall debt burden, at 4.4% of full

valuation, is also high due to borrowing by overlapping an overlapping entity, Mandan Public School District 1 (Aa3). At the close of fiscal 2013, the city had approximately \$5.5 million in reserves in its debt service fund resulting from prepaid assessments from property owners. The city utilizes these reserves to temporarily cash finance infrastructure projects for newly created improvement districts in anticipation of future development. The city then reimburses the debt service fund with bond proceeds. Thus far, development has materialized as expected and special assessment revenues have been sufficient to cover debt service for which it is dedicated. All special assessment debt is also backed by the full taxing authority of the city, which mitigates the risks posed by potential deficiencies in special assessment collections. The city has not utilized the tax levy to support debt service in nearly two decades. The city expects to issue additional debt to build infrastructure on undeveloped land to accommodate the rapid growth in the city. The city's ability to monitor and collect sufficient special assessment revenues, and manage debt and fixed costs at reasonable levels will be important credit factors going forward.

We expect that debt will remain elevated given future borrowing needs. Management expects to borrow an additional \$15 million to \$20 million in GOUL.T debt over the next couple years to finance infrastructure expansion projects. Principal amortization is above average with approximately 93% of general obligation debt retired in ten years. All of the city's debt is fixed rate and the city is not a party to any interest rate swap agreements.

The city maintains a defined contribution employee retirement plan and therefore does not have an unfunded pension liability, nor an adjusted net pension liability under Moody's pension adjustment methodology.

WHAT COULD CHANGE THE RATING UP:

- Significant reduction in debt levels
- Substantial reduction in fixed costs
- Improvement in the city's resident income profile

WHAT COULD CHANGE THE RATING DOWN:

- Material further leveraging of the tax base
- Deterioration in operating reserves or liquidity
- Unmanageable growth that leads to increased debt or pressures finances
- Increase in fixed costs

KEY STATISTICS

2013 Full value: \$1.2 billion

2013 Full value per capita: \$62,244

2008-2012 Median Family Income (American Community Survey 5-Year Estimates): 99.7% of US average

Fiscal 2013 available operating fund balance: 42.7% of operating revenues

Fiscal 2013 operating fund cash balance: 42.5% of operating revenues

Five-year change in available operating fund balance as % of operating revenues: 28.9%

Five-year change in operating fund net cash balance as % of operating revenues: 30.4%

Institutional Framework: Aa

Five-year average of operating revenues / operating expenditures: 0.98 times

Net direct debt/operating revenues: 2.9 times

Net direct debt as % of full value: 3.3%

Three-year average of Moody's adjusted net pension liability as % of full valuation: 0%

Three-year average of Moody's adjusted net pension liability / operating revenues: 0 times

PRINCIPAL METHODOLOGY USED

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Credit Policy page on www.moody.com for a copy of this methodology.

REGULATORY DISCLOSURES

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CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

RESOLUTION AWARDING SALE

WHEREAS, the Board of City Commissioners (the "Governing Body") of the City of Mandan, North Dakota (the "City") has authorized the negotiated sale of the City's Refunding Improvement Bonds of 2014, Series A, in principal amount of \$2,560,000 (the "Bonds") for the purpose of refunding the City's Refunding Improvement Bonds of 2007 having stated maturities in 2015 and thereafter; and

WHEREAS, Dougherty & Company LLC, Minneapolis, Minnesota, has presented this Governing Body an offer to purchase the Bonds (the "Offer"),

BE IT HEREBY RESOLVED by the Governing Body that the Offer of Dougherty & Company LLC, Minneapolis, Minnesota, is hereby accepted, which Offer is as follows:

The Bonds are to be purchased at a purchase price of \$_____ plus accrued interest and initially dated as of August 15, 2014, and shall be issuable as book-entry bonds on the terms as set forth on Attachment 1 hereto.

BE IT HEREBY FURTHER RESOLVED that issuance of the Bonds shall be subject to the approving legal opinion of Steven L. Vogelpohl, Bond Counsel, Bismarck, North Dakota.

Dated and adopted this 5th day of August, 2014.

Attest:

CITY OF MANDAN, NORTH DAKOTA

City Administrator

President, Board of City Commissioners

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on August 5, 2014, as follows:

Adoption moved by _____ Seconded by _____

Roll Call Vote (List Last Names)

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

CITY OF MANDAN
MORTON COUNTY, NORTH DAKOTA

\$2,560,000 Refunding Improvement Bonds of 2014, Series A

THE BONDS

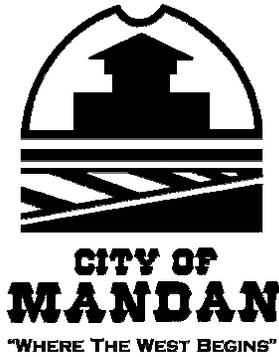
DATED DATE: AUGUST 15, 2014

DUE: MAY 1, AS BELOW

Bonds will be available in fully registered form in the denominations of \$5,000 or any whole multiple thereof. Interest is payable each May 1 and November 1, commencing November 1, 2014.

<u>Year</u>	<u>Due May 1</u>	<u>Rate</u>
2015	\$405,000	____%
2016	395,000	_____
2017	375,000	_____
2018	360,000	_____
2019	350,000	_____
2020	340,000	_____
2021	335,000	_____

Bonds maturing in 2020 and thereafter shall be subject to redemption and prepayment, at the option of the City, on May 1, 2019 and any date thereafter, in inverse order of maturities and by lot within any maturity, at par plus accrued interest.



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: July 31, 2014
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: City of Mandan Facebook Page

STATEMENT/PURPOSE: To consider establishment of a City of Mandan Facebook page to enhance public information services.

BACKGROUND/ALTERNATIVES: The purpose of the page is to provide residents and other community stakeholders with timely information about City of Mandan matters of importance including city meetings, programs, policies, projects and other news and announcements. The Facebook page will serve as an additional public information conduit, complementing and interfacing with other public information delivery options including the website, newsletter and news releases. Terms of use and a general content plan are included in the attached proposal.

Other major cities in North Dakota that have an official municipal Facebook page include the cities of Fargo, Grand Forks, Minot, Bismarck, Dickinson, and Wahpeton. The N.D. League of Cities reports having provided Facebook training to approximately 100 cities in the last five years.

An informal and unscientific poll in the Mandan Messenger in August 2013 asked, "Would you use social media to receive City announcements and updates?" There were 78 respondents with 58% indicating "yes," 4% "unsure," and 38% picking "no." Another 50 respondents went on to answer the question, "Which options would you prefer?" with 70% favoring Facebook, 6% preferring Twitter, 18% picking both. This contrasts to 2010, when a similar online poll asked, "Should the City of Mandan have a Facebook page to communicate with residents and others?" There were 86 respondents with only 34% indicating "yes."

ATTACHMENTS: City of Mandan Facebook Page Proposal

FISCAL IMPACT: No direct cost. Staff time for updates would be an indirect cost.

STAFF IMPACT: Updates, at least initially, will be the responsibility of the City of Mandan Program Coordinator for Administration and Business Development and Communications. Administrative staff from other departments may be invited to assist with postings related to their departments at a future date.

LEGAL REVIEW: Attorney Brown has reviewed the terms of use.

RECOMMENDATION: I recommend approval of the creation of a City of Mandan Facebook page with the terms of use as outlined.

SUGGESTED MOTION: I move to approve the creation of a City of Mandan Facebook page with the terms of use as outlined.

City of Mandan Facebook Page Proposal

ABOUT

This page is an official communications venue for the City of Mandan, N.D. It provides residents and other community stakeholders with timely information about matters of importance including city meetings, programs, policies, projects and other news and announcements.

PURPOSE

The Facebook page will serve as an additional public information conduit, complementing and interfacing with other public information delivery options including the website, newsletter and news releases.

TERMS OF USE

Please be aware that when engaging with City of Mandan elected officials and staff through social media, followers or subscribers agree to adhere to the terms of use as follows:

Please keep comments clean and appropriate. Inappropriate comments are subject to deletion by the administrator of this account. Messages or posts that don't comply with the guidelines will be removed by an account administrator. If a party posts inappropriate content a second time, an account administrator will block the party from additional posting to the site. This forum is not monitored at all times. Do NOT use this forum to report emergency situations or time-sensitive issues. Those issues are best reported with a telephone call. Contact lists are posted at www.cityofmandan.com.

Additional guidelines:

- Questions, information or comments related to the subject matter of this site are welcome provided they do not violate any of the prohibited content listed below.
- You participate at your own risk, taking personal responsibility for your comments, your username and any information provided.
- All comments are subject to the open records law.
- The appearance of external links on this site does not constitute official endorsement on behalf of the City of Mandan.

Prohibited content includes:

- Posts that encourage illegal activity or disruption of peace or public order.
- Graphic, obscene or explicit comments or submissions.
- Comments that are abusive, threatening, hateful or intended to defame anyone or any organization.
- Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation.
- Posts by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited conduct.
- Solicitations or advertisements. This includes promotion or endorsement of any financial, commercial or non-governmental agency. Similarly, posts are not allowed that defame or defraud any person or financial, commercial or governmental agency.
- Posts in violation of NDCC Chapter 16.1-10-02, which prohibits the use of state or political subdivision services or property for political purposes. <http://www.legis.nd.gov/cencode/t16-1c10.pdf>
- Information intended to compromise the safety or security of the public or public systems.

- Content that reveals personal, medical or financial information of any individual that is not otherwise part of the public record.

The appearance of external links on this site does not constitute official endorsement on behalf of the City of Mandan.

ADMINISTRATION

Initially to be managed by Business Development and Communications Department staff. Additional administrators may be added at a future date.

Tips

- Format message in Word to allow for spellchecking; then copy and paste to Facebook.
- Include photos, graphics or short videos with each message, if possible, to increase engagement.
- Content should be brief with a link to a website for more details.

CONTENT PLAN

Ongoing

- Meeting reminders
 - Transportation studies, etc.
- Info about City Commission agenda items
 - Public hearings
 - Street projects
 - New ordinances
- Articles/photos/graphics from newsletter
- Invite to participate in monthly poll
- Public service announcements
 - Property maintenance reminders
 - Snow removal/street sweeping
- Did you know facts
 - Monthly statistics on sales tax collections, building permits
- Committee/volunteer needs
- Job openings/new hires
- Development progress features
 - Renaissance Zone projects
 - Storefront projects
- Business assistance programs (could schedule these)
- Monthly department feature (could schedule these)

July

- Mowing & weed control reminders

August

- Budget preview/timeline
- Rebuilding Together applications
- Homestead Tax Credit information

September

- Budget action/highlights
- Reminder to remove campers/trailers from streets

October

- Fire Prevention Week & Fire Department Open House
- State of the Cities breakfast
- Snow information

November

- Santa's Arrival/ Small Business Saturday

December

- Shop Mandan info
- Committee openings

January 2015

- 2014 year-end statistics – sales tax
- 2014 property tax rankings for state's 12 largest cities

February

March

- New visitors brochure
- Local election filing deadlines

April

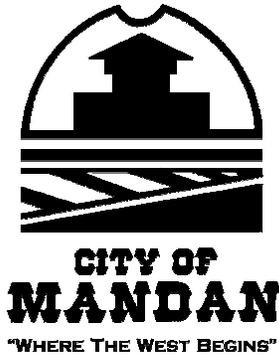
- Reminders about deadlines for street improvement projects subject to special assessment
- Spring Clean-Up Week information
- Adopt-A-Street Program information & recognition
- Boulevard tree planting program

May

- Mowing & weed control reminders
- Fire hydrant flushing
- County population update

June

- Any election info as appropriate
- Traffic control and parking info for Buggies-n-Blues, Fourth of July activities
- Mowing & weed control reminders
- Water quality report
- City population update



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: July 29, 2014
SUBMITTING DEPARTMENT: Mandan Airport
DEPARTMENT DIRECTOR: Jim Lawler, Manager Mandan Municipal Airport
PRESENTER: Jim Lawler, Manager, Mandan Airport Authority
SUBJECT: Appointment to the Mandan Airport Authority

STATEMENT/PURPOSE: The Board of City Commissioners makes appointments to the Mandan Airport Authority.

BACKGROUND/ALTERNATIVES: The Mandan Airport Authority consists of 5 members who are Dr. Dale Klein, Mike Braun, Marc Taylor, Lee Weinhandl. The Airport Authority is tasked with managing the affairs of Mandan Airport. There is currently one position up for appointment due to a resignation. The term would be August 6, 2014 through December 2018. In order to solicit interested parties announcements were placed in the Mandan News on June 27, 2014, on the Mandan Airport and City of Mandan's website, and word of mouth.

The Board discussed his involvement and volunteering with the local Experimental Aircraft Association, who helps put on the fly in, he has an aircraft based at Mandan, and although he lives in Bismarck, the Board felt because of the number of Bismarck people and aircraft at Mandan he would be a good fit.

Three letters of interest were received, which are attached.

ATTACHMENTS: Letters of Interest:
Chris Brown
Mike Blasco
Mike Wagner

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: The Mandan Airport Authority met on July 21, 2014 and recommends the appointment of Mike Wagner. The term of the Mandan Airport Authority would be August 6, 2014, through December 31, 2018.

SUGGESTED MOTION: I move to appoint Mike Wagner to the Mandan Airport Authority for a period of 4 years and 5 months years ending December 31, 2018.

Board of City Commissioners
Agenda Documentation
Meeting Date: August 5, 2014
Subject: Appointment to the Mandan Airport Authority
Page 3 of 5

June 21, 2014

3433 Heartwood Cir SE
Mandan, ND 58554

Mr. Jim Lawler
Mandan Municipal Airport
PO Box 250
Mandan, ND 58554-0250

Dear Jim

Please consider this letter as my notification of interest to serve on the Mandan Airport Authority. Growing up in Mandan, and having resided in Mandan most of my life, it would be fulfilling to give back to the community by serving on the Airport Authority.

My love with flying began at the tender age of 16, earning the Private Pilot license in 1983, the Commercial/Instrument SEL in 1985, and the Commercial Single Engine Sea in 2011. Currently we co-own a Cessna 182RG with 3 other individuals, and enjoy flying it as much as possible.

My business experience over the last 25+ years, mostly in finance, could be an asset that the Airport Authority could leverage. My business experience ranges from small to mid-sized business and started my own consulting practice in 2012 to help small Information Technology providers across the country. Facilitating peer groups of Information Technology business owners from across the country has also added to my skill set.

Dr. Klein has known me for many years and I serve with Marc on Chamber of Commerce Board. My contact e-mail is cbrown@motixcg.com and mobile phone is 701-202-4884.

Thank you for your consideration on this appointment. I appreciate it!

Sincerely



Chris Brown

enc. Business Card

Board of City Commissioners
Agenda Documentation
Meeting Date: August 5, 2014
Subject: Appointment to the Mandan Airport Authority
Page 4 of 5

Mandan Airport Authority Appointment, - manager@mandanairport.com - Mandan Muni... Page 1 of 2

Mail

More

COMPOSE

Mandan Airport Authority Appointment, Inbox x

Inbox

Mike Blasco <mike2marianne@bismidco.net>
to me

4:03 PM (14 hours ag

Starred

Attn: Jim Lawler, Manager Mandan Airport Authority

Important

From: Michael Blasco, 2209 Westview PL SE, Mandan, ND
Phone: 701-667-99909

Sent Mail

Drafts

More

I am interested in serving as a member of the Mandan Airport Authority. I have always been interested in the man aviation; such as the safety of air traffic and air traffic control, the improvement of airport procedures which insur the aviation industry.

Currently I am retired but have worked in the aviation for many years.

- From 1986 – 1994 I was a Quality Assurance Inspector for United Airlines based in the San Francisco International Airport.
- From 1973 – 1986 I served as Aircraft Maintenance Planner/Controller at the Los Angeles Internation
- From 1966 – 1973 I was Aircraft Facility and Maintenance Foreman at the Eppley Airport in Omaha, Ni
- From 1954 – 1966 I worked in Ground Service/Handling, Aircraft Maintenance Mechanic, and Aircraft Maintenance Planner.
- From 1950 – 1954 I served in the United States Air Force

Education:

- 1956 Certificate of Completion in Airframe and Powerplant Mechanics, Northrop Aeronautical Institut
- 1956 Certificate of Completion in Jet Engine Overhaul and Maintenance , Northrop Aeronautical Instit
- 1956 Received my FAA Airman Certificate

Thank you for considering me for this position.

Search people

Looks like you don't have anyone to chat with yet. Invite some contacts to get started [Learn more](#)

MICHAEL L. WAGNER

Attorney
Michael L. Wagner, JD

PO Box 639
Bismarck, ND 58502

Phone: (701) 667-6516

July 7, 2014

Mandan City Commission
c/o Jim Lawler, Airport Manager
manager@mandanairport.com

Re: Mandan Airport Authority
Our File No. 94-696-14

Dear City Commission:

Please consider me for a position on the Mandan Airport Authority. I am a firm supporter of the Mandan community, and the airport in particular.

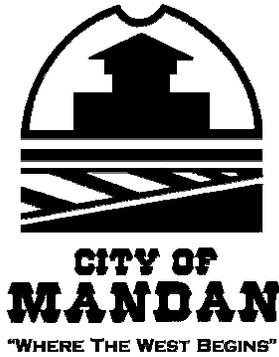
My family and I have been residents of the Bismarck-Mandan community since 1992, living in both Mandan and Bismarck. We currently reside in Bismarck, but my job is located in Mandan.

For the last three years, I have been in-house legal counsel for National Information Solutions Cooperative, Inc. Prior to that, I was in private practice for 22 years, most of which was in this community. I have been on a number of different local and national boards, including the local Chamber of Commerce, National Association of Bankruptcy Trustees, STEER, Inc., and the local bar association, to name a few. I am an advocate of community participation and involvement. As a life-time member of both the Experimental Aircraft Association as well as the Academy of Model Aeronautics, I have a passion for aviation not only as a means of transportation, but also as a way to reach our youth and get them interested in aviation.

I am particularly appreciative of the Mandan Airport. I use both general and commercial aviation for business and personal travel, and am very proud to call Mandan Airport my home-base. It is a wonderful airport that serves this area well. I would love to be a part of the team that maintains and improves the valuable services provided by the airport.

If you have any questions or want further information from me, feel free to contact me using the information below.

Sincerely,
By Michael L. Wagner
Mike.Wagner@nisc.coop
701-667-6516



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 5, 2014
PREPARATION DATE: July 31, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker
SUBJECT: Consider for approval adoption of revised resolution vacating a portion of 11th Ave. SW

STATEMENT/PURPOSE: Morton County requested that we revise the wording in the resolution.

BACKGROUND/ALTERNATIVES:

The phrasing used in the resolution was a shortened version of the location information. The County declined to record the resolution until the description was revised. The original phrasing was "Mandan Meads Addition". The County wants it to be phrased "Meads Addition to the City of Mandan, Morton County, North Dakota".

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION: Staff recommends approval of the revised resolution.

SUGGESTED MOTION: Move to approve revised resolution vacating that portion of 11th Ave. SW located adjacent to Lots 9 and 10 in Block 14 of the Meads Addition.

RESOLUTION OF VACATION
Board of City Commissioners
City of Mandan, North Dakota

WHEREAS, Brad Ereth has submitted to the City of Mandan a request to vacate a portion of 11th Avenue SW further described as being the western 40 feet of 11th Avenue SW east of Lots 9 & 10, Block 14, Meads Addition to the City of Mandan, Morton County, North Dakota; and

WHEREAS, the Planning and Zoning Commission acted at its May 27, 2014 meeting to recommend approval of this request; and

WHEREAS, the required public notices were published for four consecutive weeks on 5/30/2014, 6/6/2014, 6/13/2014 and 6/20/2014; and

WHEREAS, the required public hearing was conducted by the Board of City Commissioners on 6/30/2014.

NOW, THEREFORE, BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that the above described public right-of-way be and the same is hereby vacated.

BE IT FURTHER RESOLVED, that the within and foregoing Resolution shall become effective from the time of its passage and publication.

Approved and passed August 5, 2014, by at least two-thirds vote of all the members of the Board of City Commissioners.

President, Board of City Commissioners

ATTEST:

City Administrator

Public Notice Dates: May 30, 2014; June 6, 2014; June 13, 2014 & June 20, 2014

Public Hearing: June 30, 2014

Final Passage: _____

Publication Date: _____