AGENDA
MANDAN CITY COMMISSION
DECEMBER 18, 2012
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 and Department Heads.

B. MINUTES:
   1. Consider approval of the minutes from the December 4, 2012 Board of City Commission meeting.

C. PUBLIC HEARING:
   1. Consider approval of Christianson's 1st Addition Zone Change. (First consideration of ordinance #1136)
   2. A public hearing to determine the insufficiency of protests for Street Improvement District No. 163, Project 2012-01(Sunset Drive NW). See Resolution No. 5.

D. BIDS:
   1. Consider award of bid for Water and Sewer Improvement District No. 60, Project 2012-21 (McKenzie Drive SE). See Resolution No. 2.

E. CONSENT AGENDA:
   1. Consider approval of monthly bills.
   2. Consider approval of a site authorization for Horse Race North Dakota at Dean's Steakhouse, LLC from January 1, 2013 through June 30, 2013.
   3. Consider Police Department Budget Amendment Requests for the 2012 to 2013 Budget.
   4. Consider the execution of engineering agreements with AE2S for 2013 Sewer Improvements.
   5. Consider approval of the revised Capital Assets Policy.
   6. Consider the annexation of a tract of land owned by Kenneth Lohstreter, being a part of the NW ¼ of Section 21, Township 139N, Range 81W. (First consideration of ordinance #1137)
   7. Consider closing Administrative offices Christmas Eve morning.
   8. Consider abatement for Richard Frohlich - new construction.

9. To consider the Cost Participation, Construction, and Maintenance Agreement from the North Dakota Department of Transportation for the asphalt overlay of the existing Mandan Millennium Trail and the request from the Mandan Parks and Recreation District for the City of Mandan to special assess the Park District for the City's cost share of the Project.
10. Consider liquor license application for Class WB for Bird Dog Brewing LLC at 1005 E. Main St.

F. OLD BUSINESS:

1. Consider Growth Fund Committee recommendation for revisions to commercial property tax exemption policy and guidelines

G. NEW BUSINESS:

1. Consider approval of a Class D1 Liquor license for transfer from Dakota Express to Red Carpet Carwash, Inc. at 2901 Memorial Highway from Jan. 1, 2013 to June 30, 2013.
2. Consider approval of Stephanie Smith to the Mandan Architectural Review Commission.
3. Consider contract with Stantec Consulting Services Inc. for a comprehensive plan for the City of Mandan and Mandan Park District

H. RESOLUTIONS AND ORDINANCES:

1. *Consider first consideration of Ordinance No.1136 Zone Change for Christianson's 1st Addition* – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map
2. Consider Resolution Approving Contract and Contractor's Bond for Water and Sewer Improvement District No. 60, Project 2012-21(McKenzie Drive SE).
3. *Consider first consideration of* Ordinance *1137,* An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S21-T139N-R81W).
4. Consider a Resolution of Amendment Authorizing the Issuance of Water Improvement Interim Certificates of 2010, Series A and Water Improvement Revenue Bonds of 2010, Series A, and the State Revolving Fund Program Loan Agreement with the North Dakota Public Finance Authority for the Residuals Management Facility at the Water Treatment Plant.
5. Consider a Resolution determining the sufficiency of protests for Street Improvement District No. 163, Project 2012-01 (Sunset Drive NW).

I. OTHER BUSINESS:

J. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. January 8, 2013
2. January 15, 2013
3. February 5, 2013

K. ADJOURN

Departmental planning meeting will be held the Monday prior to the Commission meeting, all Commissioners are invited, noon, former Morton County Library Room. Please notify the city administrator by 8:30 a.m. that Monday if you plan on attending. If more than two commissioners plan on attending, proper public notice must be given.

(Page intentionally left blank)

The Mandan City Commission met in regular session at 5:30 p.m. on December 4, 2012 in the Ed "Bosh" Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Frank, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Business Development and Communications Director Huber, and Engineering Project Manager Kim Fettig. Absent were Fire Chief Nardello, Director of Public Works Wright, and City Assessor Barta.

MINUTES:

1. Consider approval of the following minutes from the Board of City Commission meetings held on November 20, 2012 – Regular meeting Commissioner Rohr moved to approve the minutes of the November 20, 2012 Regular meeting. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

PUBLIC HEARING:

1. Public Hearing to consider the vacation of Oxbow Trail SE. Engineering Project Manager Kim Fettig reviewed with the Board a request from Lee Roy Mitzel and Lourdes Nelson to vacate a street as platted in Lakewood 6th Addition. Fettig stated that the Engineer's Office does not recommend approval of the request because it would create inadequate access to the property that is located to the west.

Mayor Van Beek announced that this is a public hearing to consider the vacation of Oxbow Trail SE and invited comments from the public.

David Patience of Swenson, Hagen & Co. came forward representing the petitioners (Mitzel-Nelson) in this matter. Using a map to depict the area proposed to be vacated, he pointed out access points on the south and north sides of Oxbow Trail Southeast. He stated that the fire department would have two access areas to the property. He requested that the vacation be granted.

Mayor Van Beek announced a second and third invitation for comments from the public. Hearing none, this portion of the public hearing was closed.

2. Public Hearing to consider for approval the final plat of Mandan Industrial Park 8th Addition. Engineering Project Manager Fettig stated this request is here before the Board for final plat approval of Mandan Industrial Park 8th Addition. She indicated that the developers would like to add a commercial building. She indicated that the Engineer's Office recommends approval of splitting the two lots in order to accomplish this. The plat was approved by the Planning and Zoning Commission.

Mayor Van Beek announced that this is a public hearing to consider for approval the final plat of Mandan Industrial Park 8th Addition and invited comments from the public. A second and third announcement was made to invite comments from the public. Hearing none, this portion of the public hearing was closed.

Commissioner Frank moved to approve the final plat of Mandan Industrial Park 8th Addition. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. Public Hearing to consider for approval the final plat of Riverwood Commercial Park 3rd Addition. Engineering Project Manager Fettig reviewed with the Board a request from Steve Thilmony who was platting this area in order to clean it up. They have some auditor's lots from this area. By doing this, it's making it possible so he can sell some of the lots. This was approved by the Planning and Zoning Commission. The City Engineer's office recommends approval.

Mayor Van Beek announced that this is a public hearing to consider for approval the final plat of Riverwood Commercial Park 3rd Addition and invited comments from the public. A second announcement was made to invite comments from the public. Hearing none, this portion of the public hearing was closed.

Commissioner Tibke moved to approve the final plat of Riverwood Commercial Park 3rd Addition. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. Public Hearing to consider for approval the final plat of Christianson's 1st Addition. Engineering Project Manager Fettig reviewed with the Board a request from Kenneth Lohstreter for final plat approval of Christianson's 1st Addition. Paces Lodging will be purchasing the property for multi-family residential housing. This was approved by the Planning and Zoning Commission. The City Engineer's office recommends approval.

Mayor Van Beek announced that this is a public hearing for approval the final plat of Christianson's 1st Addition and invited comments from the public. A second announcement was made to invite comments from the public. Hearing none, this portion of the public hearing was closed.

Commissioner Frank moved to approve the final plat of Christianson's 1st Addition. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. Public Hearing to consider an Ad Valorem tax exemption for Winbauer Koch Partnership. Business Development and Communications Director Huber presented this matter in the absence of City Assessor Barta. The partnership is requesting a 5-year tax exemption for a new commercial structure pursuant to NDCC 40-57.1. The Mandan Growth Fund Committee approved the request and has recommended a 100% exemption for the five years based on verification of the number of jobs being created at the end of year two and sustained through year five. The building proposed will include a variety of businesses to be leased, including an

Electrical Shop, a Heating and Plumbing Shop, a Trucker Shop, a Concrete Shop and an Industrial Service Shop. The building will be 11,400 sq. ft. The project is estimated to cost $400,000. Notices have been provided to the Morton County Auditor and Tax Equalization Director, Mandan Public School District and Park District. There have not been any objections received. They estimate that at least 16 jobs will be created by the end of 2017.

Mayor Van Beek announced that this is a public hearing to consider an Ad Valorem tax exemption for Winbauer Koch Partnership. He invited comments from the public. A second announcement was made to invite comments from the public. Hearing none, this portion of the public hearing was closed. (See New Business No. 1(i).)

BIDS:

CONSENT AGENDA:

1. *Consider the Service Agreement for the City's Employee Assistance Program with Sanford Health.* Commissioner Frank requested this item be discussed.
2. *Consider Comprehensive Drug-Free Workplace Program.* The Board approved of the Comprehensive Drug-Free Workplace Program.
3. *Consider Fraud Policy.* The Board approved of the Fraud Policy.
4. *Consider approval of abatement for Richard Bushee – reduction in structure value.* The Board approved of the abatement for Richard Bushee – reduction in structure value.
5. *Consider approval of site authorization for Mandan Baseball at Captain Freddy's Riverside Restaurant & Bar from January 1, 2013 through June 30, 2013.* The Board approved of the site authorization for Mandan Baseball at Captain Freddy's Riverside Restaurant & Bar from January 1, 2013 through June 30, 2013.
6. *Consider Audit Services Contract from Eide Bailly*.

Commissioner Tibke moved to approve the Consent Agenda as presented. Commissioner Frank requested removal of Item No.1 for discussion. Commissioner Tibke moved to amend the motion to approve the Consent Agenda items No. 2 through No. 6. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

Consent Agenda Item No. 1: *Consider the Service Agreement for the City's Employee Assistance Program with Sanford Health.* City Administrator Neubauer reviewed with the Board the Employee Assistance Program, (EAP), the City has contracted with since 2007 (Medcenter One, now Sanford Health) noting that approximately 10% of employees use the service on a yearly basis. The program has been utilized by employees for both business and personal matters. The program has also been used for training topics and for employer/employee referral on a case by case basis when needed. Neubauer stated that city administration has the position that by participating in this program it serves as an important benefit to the employer, the employee and the citizens of Mandan.

Commissioner Frank moved to approve the Service Agreement for the City's Employee Assistance Program with Sanford Health. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

OLD BUSINESS:

1. Consider supplemental information to be provided by BNC National Bank related to their offer on the Collins & Main property. Jason Arenz, SVP, BNC National Bank reviewed with the Board supplemental information requested by the Board from a previous meeting. He stated that the BNC Bank has revised their initial plan as a result of the request from the Board. He stated that the bank would like to become a part of the Mandan community and pay its share of taxes. He said that the main structure has been revised to go from 11 feet to 22 feet. The top will reach up to 33 feet or at least 3 stories high. One of the other changes they wanted to focus on is the space between the buildings. There will be a planter system with benches. The goal is to bring more people to that downtown area. BNC will still be able to maintain the same parking areas. Arenz said that the suggestion to partner with another business, which is a great idea, but it will not fit the BNC plan. There would be no parking and it would be difficult to maintain a partnership and accommodate customers. Arenz requested the Board to consider the revised BNC building plans. The second item for discussion is the financial impact. Dave Hoekstra, BNC, provided the following:

1. Clarified the bank's present cash flow analysis from 10 years to 30 years.
2. Will offer a full service commercial bank – $10M dollars commercial loans per year.
3. The bank will employee 10-15 people at the start.
4. The bank will offer plans for future expansion in north and south Mandan.
5. The bank will be a reputable and responsible business in the Mandan community.

Commissioner Tibke extended a thank you to BNC Bank for revising their project plans as requested by the Commission. Hoekstra stated that the estimated cost of the newly constructed building will cost between $1.5 and $1.6 million.

NEW BUSINESS:

1. Consider Growth Fund Committee recommendations:

(i) Application for property tax incentive by Winbauer Koch Partnership for project at 2928 37th St NW. Commissioner Rohr commented that in the past there have been some disagreements amongst the Commission as to the granting of tax incentives such as this request pointing out that the Commission is currently reviewing the policy and addressing the criteria for requests for tax exemptions and until policy is changed it will stand as is. Commissioner Tibke commented that the recommendation from the Mandan Growth Fund is based on verification of the minimum number of jobs created at the end of year two and sustained through year five. Business Development and Communications Director Huber explained that it is her understanding that the number of employees being employed by the end of year two will be the total number of employees throughout the building, perhaps 2-3 employees per anticipated 4-6 businesses located within. Huber commented that there was no opposition to the tax exemption request.

However, City Assessor Barta was absent from work today so there could be a possibility of an opposition that may have come in today. She clarified that they would be entered in at 100%, 100%, 75%, 50% and 25% (years one thru five respectively) and the burden would be on the Winbauer Koch Partnership to prove employee verification if they were to be bumped up to the higher level for exemptions. Huber stated that this request is consistent with the way other projects of this nature have been handled. She also stated that the tax incentive program is still within two years of its implementation so there has not been any challenge yet as to employment compliance required of any business that has received this tax exemption incentive. Commissioner Frank stated that based on this discussion and considering what the MGF has recommended that she is not in favor of granting the 100% five year exemption; but rather, consideration should be given to the tiered exemption and even possibly scaling that back and granting only two years at 100%.

Commissioner Frank motioned to approve a tax exemption for Winbauer Koch Partnership for project at 2928 37th St NW with the exemption being the City of Mandan's tiered exemption outlined in the policy at 100% for years one and two, 75% for year three, 50% for year four and 25% for year five. Commissioner Rohr seconded the motion.

David Koch came forward to provide further insight into this matter. He stated that he is one of the owners of the Winbauer Koch Partnership and the business has been in existence for 25 years. He stated that in that industrial park area, four current buildings have been leased and function by various companies from 2 to 25 years. The employees have increased in numbers from the time the leases were in put into place from ten employees to people currently leasing the premises to about 60 employees currently. He explained the reason they are anticipating the new building is because various companies have been looking for lease spaces and they want to grow and develop and this is a good location to expand their businesses. Koch stated that Winbauer Koch Partnership has never received tax incentives from the City of Mandan in the past.

Commissioner Braun commented that as a member of the Mandan Growth Fund Committee the goal is to entice people to come in but they also want to keep in mind the financial situation of the City. His understanding is to consider which tier the request best fits under based on the criteria being met.

Mayor Van Beek called for a roll call vote on the approval of the Application for property tax incentive by Winbauer Koch Partnership for the building project at 2928 37th St NW. Commissioner Rohr: Yes; Commissioner Tibke: No; Commissioner Frank: Yes; Commissioner Braun: No; Commissioner Van Beek: Yes. The motion passed.

(ii) Revisions to commercial property tax exemption policy and guidelines:
Business Development and Communications Director Huber presented information related to the MGF recommendations for revisions to the City of Mandan's Commercial Property Tax exemption policy and guidelines. A sub group was assigned by the Mandan

City Commission and MGF after agreeing to a policy that would outline exemptions in three tiers and to remove any exemption for multi-family housing.

The subgroup agreed to the following measurable and objective criteria for the three tiers of exemption:
~ Jobs creation as measured by the number of jobs.
~ Job quality as measured by average hourly wages and benefits.
~ Increased local use taxes including sales, restaurant and lodging, and hotel occupancy taxes.
~ Filing a gap in community or region's market profile as determined by market data which shows that demand exceeds supply or in accordance with a list of targeted businesses identified as a need in the community, generally based on 2008 household survey of retail preferences.

Proposed limitations
~ Projects involving relocation of an existing business from another N.D. community to Mandan will not generally receive an incentive unless the business is expanding in some capacity.
~ Jobs must be based at the project location to apply towards job creation thresholds. Out of town or traveling jobs stemming from the project location may be awarded partial credit in situations where permanent local residency of employees in likely.

The claw back provision of the policy is strengthened to indicate that if a project fails to deliver on public benefits that were the basis for approval of an exemption, or any other requirements including timely reporting, the City Commission may revoke the exemption and/or require that all or part of the exemption be paid back.

Because the proposed revisions to the property tax exemption policy rely on additional criteria not addressed in the state exemption application form, a supplemental application form is proposed. Because it is recommended that any applications for exemptions for multi-family housing be dealt with directly by the City Commission, any policy in this regard may need to be addressed separately.

A summary of the three tiers being proposed:
1. *Base Level/Tier 1* – 100% exemption for two years

Project should include at least one of the following measurable public benefits:
(Requirements are further defined in complete policy proposal)

i. Jobs creation – Minimum of 3 FTE's by first anniversary of certificate of occupancy
ii. Job quality (wages and benefits) Min $9/hr, $18,720/yr or 30% of median household income
iii. Increased local taxes - $5,000 to $10,000 annually in local use taxes
iv. Filling a gap in the community or region's market profile
    a. Business in retail category in which demand exceeds supply – generates $500,000 to $1 million in annual sales
    b. Targeted business approach (retail/services, restaurants, hotels)

2. *Intermediate Level/Tier 2* – 100% for 2 years, 75% year 3, 50% year 4, 25% year 5
Project should include at least two of Tier 1 benefits listed above or at least one of the Tier 2 benefits as follows:
(Requirements are further defined in complete policy proposal)
   i. Jobs creation - Minimum of 3 FTE's by first anniversary of certificate of occupancy plus an additional FTE for each $100,000 in structural value subject to exemption
   ii. Job quality (wages and benefits) Min $20.35/hr, $42,326/yr or 70% of median household income
   iii. Increased local taxes $10,001 to $100,000 annually in local use taxes
   iv. Filling a gap in the community or region's market profile
      a. Business in retail category in which demand exceeds supply – generates $1 million to $10 million in annual sales
      b. Targeted business approach (retail/services, restaurants, hotels)

3. *Top Level/Tier 3* – 100% for five years
Project should include at least three of Tier 1 benefits listed above,
or at least two of the Tier 2 benefits as listed above, or at least one of the Tier 3 benefits as follows, or be a primary sector business:

(Requirements are further defined in complete policy proposal)
   i. Jobs creation - Minimum of 3 FTE's by first anniversary of certificate of occupancy plus an additional two FTEs for each $100,000 in structural value subject to exemption
   ii. Job quality (wages and benefits) Min $29.07/hr, $60,466/yr or 100% of median household income
   iii. Increased local taxes $100,001 annually in local use taxes
   iv. Filling a gap in the community or region's market profile
      a. Business in retail category in which demand exceeds supply – generates $10 million or more in annual sales
      b. Targeted business approach (retail/services, restaurants, hotels)

Commissioner Frank commented that the current policy consists of a two-page policy and this revised version is six-page policy. She stated she would like to have additional time to review the revised policy and talk to some of the community members regarding the proposed changes.

City Attorney Brown reminded the commission that this proposal is a real property tax exemption and that mom and pop purse stores do not normally build their own buildings.

Mark Weide from the Mandan Growth Fund commented that the revised policy has a unique feature in that there is the sliding scale built into it. It allows the business to move up with increments of proving up which has been a problem in the past. If the business can't prove up in two years, it won't get the full exemption. If the business can't prove up the jobs, the tax increases, etc. it won't see the exemption. The policy has never differentiated between the higher end businesses from the ordinary ones that have

previously come to Mandan. This policy will accommodate that. He explained the approach used by the MGF was to take into consideration factors of those who build the buildings, those that fill the buildings and those that work within the buildings.

Commissioner Frank questioned why multi-family housing was removed from the revised policy. Weide replied that the MGF does not have the survey information related to what kind of housing is needed (low income, high end, etc.) and that the City holds that information. There are a lot of programs out there for low income housing. He pointed out that the Commission holds the growth of the City. Weide stated that it was the consensus of the MGF Committee to drop the housing aspect. City Administrator Neubauer further clarified that it was discussed at the Commission working sessions to remove the housing piece from the MGF Committee because they ultimately decide if an exemption would be available for a 2-unit, 12-unit, 48-unit type of complex. The MGF had nothing to do with those decisions in the past. The decision to allow a two or three year exemption is decided by the commission who can set those policy guidelines. So there is no reason to have the MGF involved in those actions. Based on that explanation that is why the multi-family was removed from the policy. Commissioner Frank concurred that it would be up to the City Commission to decide that next step at the time they review the tax exemption request from the applicant.

Commissioner Frank motioned to table this matter until the next City Commission Meeting in order to allow the commissioners additional time to review the revised policy that has been proposed. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. Consider appointment to the Mandan Airport Authority: City Administrator Neubauer presented this matter on behalf of Jim Lawler, Manager of the Mandan Airport Authority. Neubauer stated that there is one position up for appointment. He indicated that there were four letters of interest received. Neubauer stated that the Mandan Airport Authority reviewed the four applicant letters of interest and they recommended that Marc Taylor fits the qualifications and that he be re-appointed to the Mandan Airport Authority position for a period of 5 years beginning January 1, 2013 through December 31, 2017.

Commissioner Tibke moved to approve the reappointment Marc Taylor to the Mandan Airport Authority position for a period of 5 years beginning January 1, 2013 through December 31, 2017. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. Consider entering into contract negotiations for a Comprehensive Plan with Stantec Consulting Services Inc. City Administrator Neubauer provided a brief timeline summary of the process that has been occurring over the last 4 months in order to come up with a recommendation for a Comprehensive Plan for the City of Mandan. He commented that it appears the City has never had a full-blown plan. However, this will accommodate one. Neubauer said that a task force group that consisted of Commissioners

Rohr and Frank, Park Director Higlin, Commissioner Knoll, Engineering Project Manager Fettig and Planning & Zoning member Laber. The group received four proposals and after receiving rankings, the top two firms (Kadrmas, Lee & Jackson, and Stantec) provided their presentations. The consensus of the group along with Business Development & Communications Director Huber, Director of Public Works Wright and City Administrator Neubauer, was to enter into negotiations with Stantec. The consensus fell in line with the original rankings of the proposals. Neubauer stated that it is estimated that it will take approximately 14 months in order to perform a thorough and complete plan for the City of Mandan and Mandan Park District. He stated that the group would now like to complete the contract negotiation in order to bring a contract to this Commission to the December 18, 2012, meeting.

Shauna Laber from the Planning & Zoning Commission explained that the reason for a Comprehensive Plan is to have a planning tool available. The planning tool will help assess where there will be high density housing and how that will interact with roadways, the park system, a transportation system, etc. The planning tool will provide a guide as to the vision of where the city plans to be, say, five years down the road. The expectations from Stantec is that they will deliver a planning tool guideline for the Planning and Zoning Commission which will help in making decisions as to where land use makes the most sense in what has already been planned. Commissioner Rohr commented that it is also important to have the city staff in place (city engineer, city planner) in order to use the tools out of these types of toolboxes. Administrator Neubauer stated that there are some studies that have occurred in the past but there is not one complete "here's the book" plan that outlines what has been done and where we are going and how those fit together. Stantec will be able to consolidate what exists and bring forth recommendations for land use and also assist the city staff with current plans. Neubauer stated that references have been checked and Stantec has been given glowing recommendations from the City of Minot and other entities (from Minnesota) that have also utilized their services.

Commissioner Tibke noted that the 2003 plan was instrumental in the Commission's decisions when rebuilding the downtown.

Commissioner Rohr motioned to enter into contract negotiations for a Comprehensive Plan with Stantec Consulting Services Inc. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

RESOLUTIONS & ORDINANCES:

1. Consider first consideration of Ordinance No.1134 Zone Change for Heart Ridge 2nd Addition, Lots 15 & 16 – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.

Commissioner Frank moved to approve the first consideration of Ordinance No.1134 Zone Change for Heart Ridge 2nd Addition, Lots 15 & 16 – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District

Boundaries and Zoning Map. Commissioner Braun seconded the motion. Engineering Project Manager Fettig indicated that a developer has come forward and stated that they plan to develop on the south side of 19th, which is west of the Ft. Lincoln Elementary School. It's approximately a 10 acre area that is excluded from that, but they are looking at developing in that area. She mentioned that the developers will be requesting RM zoning on that south side.

Shauna Laber from the Planning and Zoning Commission commented that she is not in favor of the zone change to RM in this area because the people in R7 in that area were expecting a neighborhood rather than a large multi-family development right in the middle of it. Commissioner Tibke concurred with Laber stating that she voiced her concerns at a previous meeting. However she felt it necessary that other commissioners be allowed to review the request and offer their opinions as well. Tibke stated that the area is zoned R7 on either side.

Dave Patience, a senior planner with Swenson, Hagen and Co. came forward to explain the zone change request from R7 to RM for Heart Ridge 2nd Addition, Lots 15 & 16. He provided a map depicting the area alluded to by Laber. He explained that he strives to come up with ideas of land areas that are tough to develop. He explained how installing "buffers" in areas such as these will essentially develop into appropriate housing in these difficult to develop areas. Buffers such as the mixed use of multi-family housing and high-end housing built on top of the hill overlooking the river while taking into consideration the high traffic use of streets within an area (8th Street and 19th Street). Commissioner Tibke commented that she understands the plans as outlined by the developer to re-zone the land area however she stated she does not agree with the zoning change request from R7 to RM.

Jim Davis, Mandan City resident came forward and stated he resides on Emberland Avenue, across from 8th Street and serves as a spokesperson for the residents in that area. He stated that they are opposed to the zone change for Lots 15 and 16 and they would like to keep the zoning residential, including Lot 31. The irregular parcels on Lots 15, 16, and 31 were discussed by the Planning and Zoning Commission. Immediately after the discussion with this rezoning they started talking about proposed unit developments which means they can come in and take Lots 15 and 16 and develop those differently in a zone change per irregular lot and that would also include Lot 31. Lot 31 is 6 acres with a buildable area which is 3 at most. When they came in with a design for Lot 31 they had 14 buildings there consisting of duplexes and four-plexes which could be up to 56 units there. He stated the residents are opposed to RM zoning for lots 15 and 16 and that they see that as eventually a concern for Lot 31. He said that saturation on 8th street is the busiest street in that area.

Commissioner Rohr commented that it is how one perceives their neighborhood using the example that he has Alpha on one side of his home and the new HIT building on the other side which raised concern at the time they were built but he now realizes they are probably the best neighbors he could have. He mentioned that it comes down to personal preference at times and this may be one of those times. He stated that a professional

planner has outlined a (reasonable) plan for the development of that area and how it can be difficult (for the City Commission) to make decisions that affect residents when addressing the requests that come before them. Commissioner Tibke indicated that in the absence of a City Planner, the City Commission relies on the Planning and Zoning Commission to come forward with recommendations after they have reviewed requests brought to them. She stated that she does not like spot-zoning or hodge-podge types of zoning, thus she is opposed to the zoning request from R7 to RM in this area.

Commissioner Braun indicated that he would appreciate hearing from residents when situations such as this come up whether they are for or against this type of request that will affect them. This will in turn assist the City Commission in their decision to approve or not approve such requests. Commissioner Frank commented that with all the activity going on in the community, residents should be charged with paying attention to what the issues are when they come up. She stated that the plans from the planning perspective make sense. However, considering the community needs and the terrain of the land in this area it is important that the residents understand what multi-family housing means. She thinks that with the community as a whole there is a need to change the understanding of what multi-family housing means. If residents have strong feelings one way or the other they should come forward to voice their opinion when the City Commission is requested to make decisions on these types of issues as they come before them.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: No; Commissioner Frank: Yes; Commissioner Braun: No; Commissioner Van Beek: No. The motion did not pass.

2. Consider Resolution to vacate Oxbow Trail SE. Commissioner Frank asked the engineers for the project what the reason is for the request for the vacation and if the land south of Oxbow Trail was going to be developed. Patience replied that Lot No. 2 is a mitigation area and it cannot be developed. It was developed as mitigation for Lakewood. Mitzel owns everything on the southeast side of Oxbow. Commissioner Frank questioned the Engineering Department as to which is the best route to develop – the Oxbow Trail or moving it south of the Wastewater Treatment Plant as suggested by the applicant? Engineering Project Manager Fettig replied that there is a levy on the south side down by the Water Treatment Plant so that is not a good option and if there were a flood occurrence again, the levy would be relied upon for protection. Fettig stated that with regard to special assessments, if the road goes in, the property behind it would be part of the special assessments too. Commissioner Frank inquired if it would be possible to assess the neighborhood properties gaining access as well? Fettig replied that yes, they can be assessed.

Commissioner Rohr clarified that the engineer's office has indicated there could be other properties involved in the costs for the street and that it is not recommended to put a street on the south side because of diking and environmental features in that area. Fettig confirmed that is correct.

Commissioner Frank stated that based on the recommendation from the Engineering Office she moved to deny the request received from Lee Roy Mitzel and Lourdes Nelson to vacate Oxbow Trail SE. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider Financing Resolution for Sidewalk, Curb and Gutter Warrant of 2011. (Note: Bond sale was approved by the Board on November 20, 2012).* City Finance Director Welch stated that Resolutions 3-5 refer to what was passed at the last meeting. These finalize the bond requests from the last meeting.

Commissioner Frank moved to approve the Financing Resolution for Sidewalk, Curb and Gutter Warrant of 2011. (Note: Bond sale was approved by the Board on November 20, 2012). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider Financing Resolution for Sidewalk, Curb and Gutter Warrant of 2012. (Note: Bond sale was approved by the Board on November 20, 2012).* Commissioner Frank moved to approve the Financing Resolution for Sidewalk, Curb and Gutter Warrant of 2012. (Note: Bond sale was approved by the Board on November 20, 2012) Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Consider Resolution Authorizing Issuance of $480,000 Refunding Improvement Bonds, Series SCG-2012. (Note: Relates to Agenda items H.3. and H.4.)* Commissioner Braun moved to approve the *Resolution Authorizing Issuance of $480,000 Refunding Improvement Bonds, Series SCG-2012. (Note: Relates to Agenda items H.3. and H.4.)* Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

6. *Consider a Resolution of Amendment Authorizing the Issuance of Water Improvement Interim Certificates of 2008, Series B and Water Improvement Revenue Bonds of 2008, Series B, and the State Revolving Fund Program Loan Agreement with the North Dakota Public Finance Authority for South Side Water Reservoir and Water Transmission Main Improvements.* Commissioner Tibke moved to approve a Resolution of Amendment Authorizing the Issuance of Water Improvement Interim Certificates of 2008, Series B and Water Improvement Revenue Bonds of 2008, Series B, and the State Revolving Fund Program Loan Agreement with the North Dakota Public Finance Authority for South Side Water Reservoir and Water Transmission Main Improvements. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

OTHER BUSINESS:

1. Consider moving into executive session under North Dakota Century Code Section 44-04-19.1 for attorney consultation regarding contract negotiations and instructions related to the proposals for development of city-owned property located at the corner of Collins Ave & Main Street.

Commissioner Braun motioned to move into executive session to discuss this matter. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed. Mayor Van Beek stated that the executive session will be recorded and all members of the governing body are reminded to limit their discussion during the executive session to the announced topic. Any collective decisions or collective commitment or other final action by the governing body must occur after it reconvenes in an open meeting unless the final action is specifically required by law to be taken during the executive session. The prohibition of taking final action during the executive session does not apply to providing guidance or instructions to our attorney or negotiator. Members were excused to convene in the Dykshoorn Room.

The regular meeting adjourned at7:40 p.m. to enter into Executive Session. Present: Commissioners Van Beek, Braun, Frank, Rohr and Tibke. Department Heads present were City Administrator Neubauer, Business Development and Communications Director Huber, Engineering Project Manager Fettig and City Attorney Brown.

There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the regular meeting at 8:10 p.m. Commissioner Braun 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

Public Hearing No. 1 & Ord. No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18th, 2012
PREPARATION DATE:	December 5th, 2012
SUBMITTING DEPARTMENT:	Engineering
DEPARTMENT DIRECTOR:	Kim Fettig, Project Manager
PRESENTER:	Kim Fettig, Project Manager
SUBJECT:	Consider a change of zoning of Christianson's 1st Addition

STATEMENT/PURPOSE: Request to change the zoning of Christianson's 1st Addition from A (Agricultural) to RM (Multi-Family Residential).

BACKGROUND/ALTERNATIVES: Request by Kenneth Lohstreter and Pace Lodging. The plat was approved by the City Commission on December 4, 2012. The plat is not yet filed. Messiah Lutheran Church is to the east. The Planning & Zoning Commission approved the zone change on November 26th, 2012.

ATTACHMENTS:
1. Office Report
2. Map
3. Ordinance

FISCAL IMPACT: Minimal

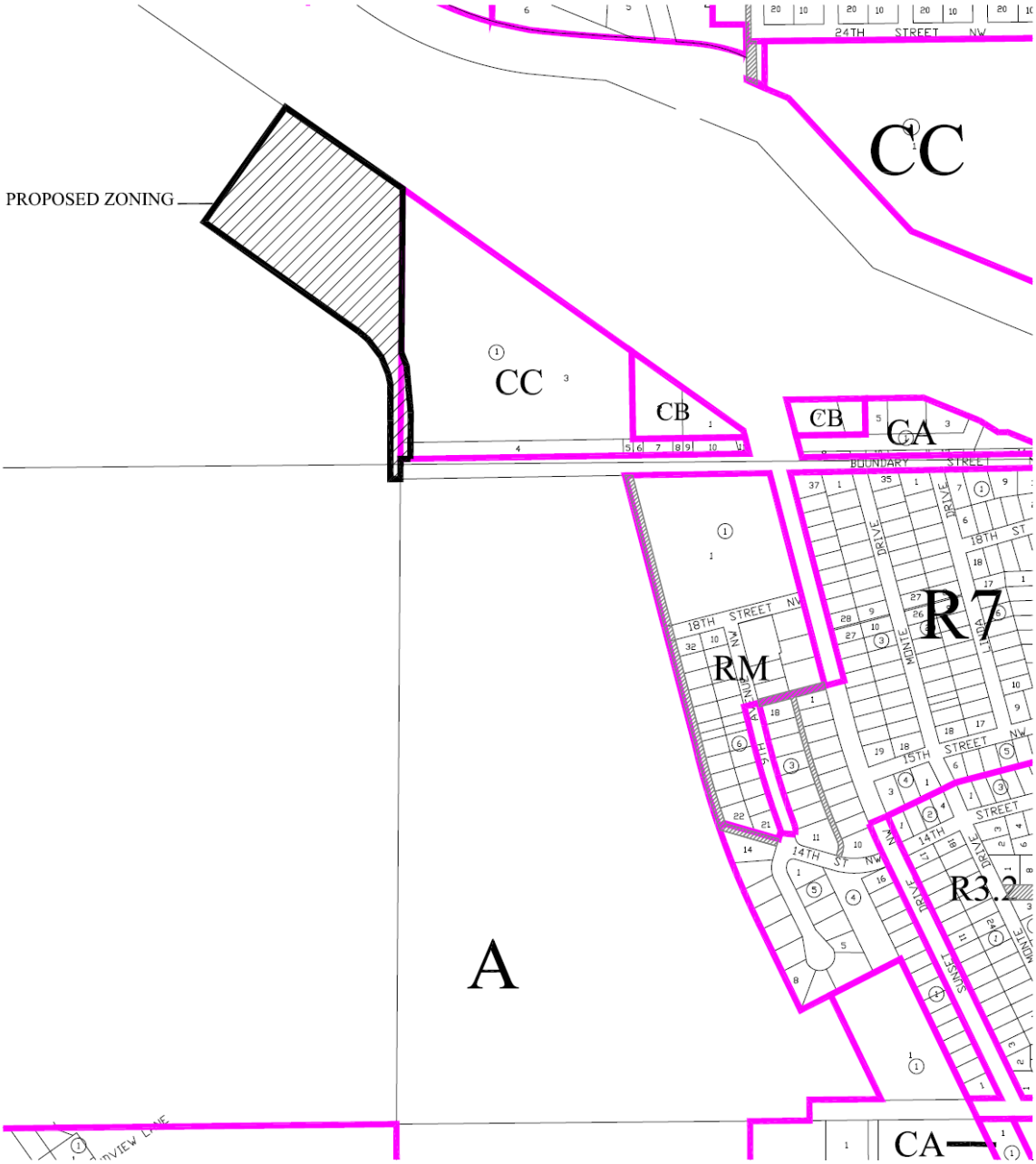
STAFF IMPACT: Minimal

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

SUGGESTED MOTION: To approve the zone change to RM (Multi-Family Residential).

MANDAN PLANNING OFFICE REPORT
November 21st, 2012

Applicant(s):	Kenneth Lohstreter
Owner(s):	same
Requested Action:	Zone Change Approval
Name of Subdivision:	Christianson's 1st Addition
Legal Description:	part of the W ½ of Section 21, Township 139N, Range 81W and part of Lots 3 & 4, Block 1, Boutrous Addition
Located:	north of Boundary Road NW
Parcel Acreage:	9.31 (approximate)
Existing Land Use:	vacant
Proposed Land Use:	multi-family residential
Adjacent Land Use:	vacant and church property
Existing Zoning:	A (Agricultural)
Proposed Zoning:	RM (Multi-Family Residential)
Adjacent Zoning:	A (Agricultural) and CC (Heavy Commercial)
Fee(s) Required:	$250.00 Date Received: November 8th, 2012
Adjacent Property Owner Notification:	November 14th, 2012
Dates of Legal Notices:	November 16th & 23rd, 2012
Recommendations:	The Planning Office recommends approval.


PROPOSED ZONING
CC
CC
CB
CB
CA
A
RM
R7
R3.2
CA
24TH STREET NW
BOUNDARY STREET
18TH STREET NW
15TH STREET NW
14TH ST NW
DRIVE
SUNSET
MONTE

ORDINANCE NO. 1136

AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF ORDINANCE 1088 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

SECTION 1. AMENDMENT. Section 21-03-02 of the Mandan Code of Ordinances is amended to read as follows:

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from the A (Agricultural) and shall be included in the RM (Multi-Family Residential) zoning namely,

Lot 1, Block 1 of Christianson's 1st Addition of Section 21, Township 139N, Range 81W, City of Mandan, Morton County, North Dakota

and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

_____

President, Board of City Commissioners

Attest:

_____

City Administrator

Public Hearing:	November 26, 2012
First Consideration:	December 18, 2012
Second Consideration and Final Reading:	January 8, 2013
Publication Date:	_____
Recording Date:	_____

Public Hearing No. 2 &
Resolution No. 5

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 13, 2012
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Kim Fettig, Project Manager
PRESENTER:	Kim Fettig, Project Manager
SUBJECT:	A public hearing to determine the sufficiency of protests for Street Improvement District No. 163, Project #2012-01(Sunset Drive NW).

STATEMENT/PURPOSE: To determine if there is sufficient opposition to protest out the subject special assessment district for the funding of the projects.

BACKGROUND/ALTERNATIVES: The window of opportunity to protest the special assessments for the subject project closed on December 10, 2012. We received 26 letters of protest for this project. The protest letters represented 0.05% of the district that is eligible to be special assessed for benefits of the project. That number is below the 50% required to protest out the district.

ATTACHMENTS: Resolution

FISCAL IMPACT: Assessments may be levied against the properties within the special assessment district.

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports moving forward with the project.

SUGGESTED MOTION: I move to find the protests received for District 163 Project 2012-01 as insufficient to protest out the subject district.

RESOLUTION DETERMINING SUFFICIENCY OF PROTESTS FOR STREET IMPROVEMENT DISTRICT NO. 163

Whereas, the governing body of the City of Mandan, North Dakota (the "City") adopted a Resolution of Necessity Declaring the Necessity of a Special Assessment District for Street Improvement Project #2012-01, District No. 163(Sunset Drive NW) on November 6, 2012 (the "Resolution"); and

Whereas, the Resolution was published in the City's official newspaper on November 9 & 16, 2012; and

Whereas, more than thirty days have passed since the November 9, 2012, publication; and

BE IT HEREWITH RESOLVED AND DETERMINED by the governing body of the City as follows:

1. That written protests filed with the City Administrator, within 30 days after November 9, 2012 publications, **did not** represent a majority of the property included within Street Improvement District No. 163.

2. That proceedings under the Resolution are NOT barred.

Dated and adopted this 18th day of December, 2012

City of Mandan, North Dakota

_____
President, Board of City Commissioners

Attest:

_____
James Neubauer, City Administrator

BID #1

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
"WHERE THE WEST BEGINS"

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 12, 2012
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Kim Fettig, Project Manager
PRESENTER:	Kim Fettig, Project Manager
SUBJECT:	Consider award of bids for Water & Sewer Improvement District No. 60, Project 2012-21(McKenzie Drive SE).

STATEMENT/PURPOSE: This is a review and possible award of bids for Water & Sewer Improvement District No. 60, Project 2012-21 (McKenzie Drive SE).

BACKGROUND/ALTERNATIVES: Bids were received on November 30th for the project and Markwed Excavating, Inc. was the low bidder. The bid amount was $214,980.00. The Engineer's estimate was $192,078.31.

ATTACHMENTS: Letter to Recommend
Bid Tabulation
Opinion of Probable Cost
Preliminary Assessment Schedules
District Map
Resolution to Award Bid

FISCAL IMPACT: The Project will be paid for by special assessments from the benefiting properties within the District. See page 7 for the Preliminary Assessment Schedule before the Bid and to Page 8 for the Preliminary Assessment Schedule with the Bid.

STAFF IMPACT: Minimal

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

RECOMMENDATION: I would recommend awarding the project.

SUGGESTED MOTION: I move to award the bid to Markwed Excavating, Inc. as the low bidder of Water and Sewer Project 2012-21 District 60 (McKenzie Drive SE) in the amount of $214,980.00.

December 13, 2012

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

Re: McKenzie Drive Water & Sewer Improvement District No. 60 Project #2012-21 Bid Results

Dear James:

Bids on the above referenced project were opened on November 30, 2012. A total of nine bids were received with one bid being rejected due to arriving late. The bids were checked for mathematical accuracy and one discrepancy was found. A complete tabulation of all bids received is attached.

Upon review of the bids, we have found Markwed Excavating, Inc. to be the low bidder for the contract for Water & Sewer Improvements at a bid price of $214,980.00, which was approximately 12% over the engineer's estimate of $192,078.31, used in creation of the district and within range of acceptable project costs when compared to the engineer's estimate. Based on this information, we recommend award to Markwed Excavating Inc., but will hold on any further correspondence with bidders until the City Commission officially awards the project.

We are returning all bid bonds and original bid forms to you for filing. We will prepare a Notice of Award (to Markwed Excavating, Inc.) immediately following the Commission's decision to award this project.

Please contact me at 701-355-8731 with any questions.

Sincerely,

Kadrmas, Lee & Jackson, Inc.

Benjamin D. White, PE/LS
Project Manager

Enclosure(s): Summary of Bids, Tabulation of Bids
Project #: 1412125

KLJ

DETAILED TABULATION OF BIDS

McKenzie Drive
Water & Sewer Improvement District No. 60
1412125

						Bid 1		Bid 2		Bid 3		Bid 4	
				Engineer's Opinion		Markwed Excavating		Kuechle Underground		Cofell's Plumbing & Heating		Basaraba Excavating	
Item No.	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00	$ 8,000.00	$ 8,000.00	$ 17,500.00	$ 17,500.00	$ 47,655.25	$ 47,655.25	$ 9,700.00	$ 9,700.00
2	AC Patch (Class B)	SY	235	$ 40.00	$ 9,400.00	$ 80.00	$ 18,800.00	$ 65.00	$ 15,275.00	$ 40.00	$ 9,400.00	$ 60.00	$ 14,100.00
3	Contract Bond	LS	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 6,885.00	$ 6,885.00	$ 2,300.00	$ 2,300.00	$ 6,000.00	$ 6,000.00
4	Clearing and Grubbing	LS	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 400.00	$ 400.00	$ 1,300.00	$ 1,300.00	$ 10,000.00	$ 10,000.00
5	Curb and Gutter Removal	LF	20	$ 10.00	$ 200.00	$ 20.00	$ 400.00	$ 9.00	$ 180.00	$ 10.00	$ 200.00	$ 5.00	$ 100.00
6	Standard Curb and Gutter	LF	20	$ 30.00	$ 600.00	$ 35.00	$ 700.00	$ 50.00	$ 1,000.00	$ 20.00	$ 400.00	$ 30.00	$ 600.00
7	Subcut Gravel	TON	300	$ 32.00	$ 9,600.00	$ 30.00	$ 9,000.00	$ 36.00	$ 10,800.00	$ 15.00	$ 4,500.00	$ 3.00	$ 900.00
8	8" PVC Sanitary Sewer	LF	1,115	$ 25.00	$ 27,875.00	$ 65.00	$ 72,475.00	$ 76.00	$ 84,740.00	$ 68.00	$ 75,820.00	$ 123.00	$ 137,145.00
9	Televise Sewer Main	LF	1,115	$ 2.00	$ 2,230.00	$ 2.00	$ 2,230.00	$ 2.60	$ 2,899.00	$ 1.45	$ 1,616.75	$ 2.00	$ 2,230.00
10	6" PVC Water Main	LF	33	$ 40.00	$ 1,320.00	$ 30.00	$ 990.00	$ 36.00	$ 1,188.00	$ 35.00	$ 1,155.00	$ 30.00	$ 990.00
11	8" PVC Water Main	LF	1,093	$ 25.00	$ 27,325.00	$ 25.00	$ 27,325.00	$ 57.00	$ 62,301.00	$ 30.00	$ 32,790.00	$ 29.00	$ 31,697.00
12	6" Gate Valve and Box	EA	2	$ 1,200.00	$ 2,400.00	$ 1,400.00	$ 2,800.00	$ 1,163.00	$ 2,326.00	$ 2,000.00	$ 4,000.00	$ 1,200.00	$ 2,400.00
13	8" Gate Valve and Box	EA	3	$ 1,400.00	$ 4,200.00	$ 1,600.00	$ 4,800.00	$ 1,889.00	$ 5,667.00	$ 2,000.00	$ 6,000.00	$ 1,650.00	$ 4,950.00
14	6" Hydrant	EA	3	$ 3,500.00	$ 10,500.00	$ 3,200.00	$ 9,600.00	$ 4,396.00	$ 13,188.00	$ 5,000.00	$ 15,000.00	$ 3,400.00	$ 10,200.00
15	Concrete Manhole W/Monolithic Base	EA	3	$ 4,000.00	$ 12,000.00	$ 4,500.00	$ 13,500.00	$ 4,398.00	$ 13,194.00	$ 7,000.00	$ 21,000.00	$ 4,500.00	$ 13,500.00
16	4" Sewer Service Pipe	LF	320	$ 20.00	$ 6,400.00	$ 25.00	$ 8,000.00	$ 17.00	$ 5,440.00	$ 40.00	$ 12,800.00	$ 21.00	$ 6,720.00
17	4" Sewer Pipe Bend	EA	16	$ 50.00	$ 800.00	$ 15.00	$ 240.00	$ 80.00	$ 1,280.00	$ 30.00	$ 480.00	$ 10.00	$ 160.00
18	1" Water Service Line	LF	544	$ 18.00	$ 9,792.00	$ 20.00	$ 10,880.00	$ 11.00	$ 5,984.00	$ 40.00	$ 21,760.00	$ 18.00	$ 9,792.00
19	1" Water Service Connection	EA	8	$ 200.00	$ 1,600.00	$ 120.00	$ 960.00	$ 452.00	$ 3,616.00	$ 100.00	$ 800.00	$ 125.00	$ 1,000.00
20	1" Curb Stop and Box	EA	8	$ 160.00	$ 1,280.00	$ 160.00	$ 1,280.00	$ 236.00	$ 1,888.00	$ 175.00	$ 1,400.00	$ 165.00	$ 1,320.00
21	Traffic Control	LS	1	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 557.00	$ 557.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00
	TOTAL OF ALL CONSTRUCTION				**$ 161,522.00**		**$ 214,980.00**		**$ 256,308.00**		**$ 261,377.00**		**$ 265,004.00**

						Bid 5		Bid 6		Bid 7		Bid 8	
				Engineer's Opinion		H&S Contracting		Weisz & Sons		Wagner Construction		Kvamsdal Construction	
Item No.	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 77,000.00	$ 77,000.00	$ 54,000.00	$ 54,000.00
2	AC Patch (Class B)	SY	235	$ 40.00	$ 9,400.00	$ 80.00	$ 18,800.00	$ 60.00	$ 14,100.00	$ 40.00	$ 9,400.00	$ 120.00	$ 28,200.00
3	Contract Bond	LS	1	$ 3,000.00	$ 3,000.00	$ 12,000.00	$ 12,000.00	$ 3,500.00	$ 3,500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
4	Clearing and Grubbing	LS	1	$ 15,000.00	$ 15,000.00	$ 110,000.00	$ 110,000.00	$ 7,500.00	$ 7,500.00	$ 4,000.00	$ 4,000.00	$ 1,400.00	$ 1,400.00
5	Curb and Gutter Removal	LF	20	$ 10.00	$ 200.00	$ 16.00	$ 320.00	$ 8.00	$ 160.00	$ 5.00	$ 100.00	$ 8.00	$ 160.00
6	Standard Curb and Gutter	LF	20	$ 30.00	$ 600.00	$ 125.00	$ 2,500.00	$ 32.00	$ 640.00	$ 50.00	$ 1,000.00	$ 50.00	$ 1,000.00
7	Subcut Gravel	TON	300	$ 32.00	$ 9,600.00	$ 40.00	$ 12,000.00	$ 0.10	$ 30.00	$ 40.00	$ 12,000.00	$ 14.50	$ 4,350.00
8	8" PVC Sanitary Sewer	LF	1,115	$ 25.00	$ 27,875.00	$ 41.00	$ 45,715.00	$ 143.00	$ 159,445.00	$ 85.00	$ 94,775.00	$ 110.00	$ 122,650.00
9	Televise Sewer Main	LF	1,115	$ 2.00	$ 2,230.00	$ 3.00	$ 3,345.00	$ 2.25	$ 2,508.75	$ 2.00	$ 2,230.00	$ 2.60	$ 2,899.00
10	6" PVC Water Main	LF	33	$ 40.00	$ 1,320.00	$ 30.00	$ 990.00	$ 65.00	$ 2,145.00	$ 65.00	$ 2,145.00	$ 44.00	$ 1,452.00
11	8" PVC Water Main	LF	1,093	$ 25.00	$ 27,325.00	$ 30.00	$ 32,790.00	$ 49.00	$ 53,557.00	$ 65.00	$ 71,045.00	$ 49.00	$ 53,557.00
12	6" Gate Valve and Box	EA	2	$ 1,200.00	$ 2,400.00	$ 1,100.00	$ 2,200.00	$ 1,500.00	$ 3,000.00	$ 1,300.00	$ 2,600.00	$ 1,270.00	$ 2,540.00
13	8" Gate Valve and Box	EA	3	$ 1,400.00	$ 4,200.00	$ 1,600.00	$ 4,800.00	$ 2,200.00	$ 6,600.00	$ 1,600.00	$ 4,800.00	$ 1,800.00	$ 5,400.00
14	6" Hydrant	EA	3	$ 3,500.00	$ 10,500.00	$ 3,800.00	$ 11,400.00	$ 4,100.00	$ 12,300.00	$ 4,500.00	$ 13,500.00	$ 3,860.00	$ 11,580.00
15	Concrete Manhole W/Monolithic Base	EA	3	$ 4,000.00	$ 12,000.00	$ 4,850.00	$ 14,550.00	$ 5,300.00	$ 15,900.00	$ 4,500.00	$ 13,500.00	$ 4,200.00	$ 12,600.00
16	4" Sewer Service Pipe	LF	320	$ 20.00	$ 6,400.00	$ 18.00	$ 5,760.00	$ 55.00	$ 17,600.00	$ 30.00	$ 9,600.00	$ 44.00	$ 14,080.00
17	4" Sewer Pipe Bend	EA	16	$ 50.00	$ 800.00	$ 150.00	$ 2,400.00	$ 100.00	$ 1,600.00	$ 100.00	$ 1,600.00	$ 130.00	$ 2,080.00
18	1" Water Service Line	LF	544	$ 18.00	$ 9,792.00	$ 17.00	$ 9,248.00	$ 23.00	$ 12,512.00	$ 30.00	$ 16,320.00	$ 40.00	$ 21,760.00
19	1" Water Service Connection	EA	8	$ 200.00	$ 1,600.00	$ 150.00	$ 1,200.00	$ 200.00	$ 1,600.00	$ 50.00	$ 400.00	$ 165.00	$ 1,320.00
20	1" Curb Stop and Box	EA	8	$ 160.00	$ 1,280.00	$ 200.00	$ 1,600.00	$ 300.00	$ 2,400.00	$ 150.00	$ 1,200.00	$ 200.00	$ 1,600.00
21	Traffic Control	LS	1	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 1,350.00	$ 1,350.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00
	TOTAL OF ALL CONSTRUCTION				$ 161,522.00		$ 304,118.00		$ 325,947.75		$ 339,215.00		$ 346,128.00

True Tabulations Of Bids Received on 11/30/2012
There were 8 Bids Received and 0 Bids Rejected

Project Manager's Signature
Date: 11/30/2012

Lakewood 6th & 7th
OPINION OF PROBABLE COST
McKenzie Drive SE- Water, Sanitary
December 13, 2012

Item No.	Spec. No.	Item	Unit	Quantity	Unit Price	Total Amount
1	SP	CONTRACT BOND	LS	1	$ 3,000.00	$ 3,000.00
2	SP	TRAFFIC CONTROL	LS	1	$ 500.00	$ 500.00
3	125	MOBILIZATION	LS	1	$ 4,000.00	$ 4,000.00
4	800	PIPE BEDDING	TON	583	$ 18.00	$ 10,488.86
5	801	SUBCUT GRAVEL	TON	64	$ 36.00	$ 2,292.05
6	900	8" PVC C-900 WATER MAIN	LF	1,085	$ 38.00	$ 41,230.00
7	900	6" PVC C-900 HYDRANT LEAD	LF	48	$ 35.00	$ 1,680.00
8	900	FITTING 8"x 8" TEE	EA	1	$ 800.00	$ 800.00
9	900	FITTING 8"x6" TEE	EA	3	$ 650.00	$ 1,950.00
10	900	FITTING 8" X 6" REDUCER	EA	2	$ 650.00	$ 1,300.00
11	900	8" GATE VALVE AND BOX	EA	5	$ 1,500.00	$ 7,500.00
12	900	6" GATE VALVE AND BOX	EA	3	$ 1,500.00	$ 4,500.00
13	900	6" FIRE HYDRANT	EA	5	$ 3,600.00	$ 18,000.00
14	1209	1" WATER SERVICE LINE	LF	612	$ 45.00	$ 27,540.00
15	1209	1" CURB STOP AND BOX	EA	9	$ 300.00	$ 2,700.00
16	1209	8" X 1" WATER SERVICE TAP	EA	9	$ 225.00	$ 2,025.00
17	1205	48" SANITARY SEWER MANHOLES	EA	3	$ 3,500.00	$ 10,500.00
18	801	8" SDR-35 PVC SANITARY SEWER	LF	1,070	$ 35.00	$ 37,464.00
19	801	TELEVISE SANITARY	LF	1,070	$ 2.25	$ 2,408.40
20	1209	4" SCH-40 PVC SEWER SERVICE	LF	360	$ 30.00	$ 10,800.00
21	1209	8" X 4" SEWER SERVICE CONNECTION	EA	9	$ 100.00	$ 900.00
22	801	8" SANITARY SEWER CAP	EA	1	$ 500.00	$ 500.00
		LABOR & MATERIALS ESTIMATE				$ 192,078.31
		Contingency (10%)				$ 19,207.83
		Design, Surveying & Construcytion Observation (25%)				$ 52,821.54
		ESTIMATED TOTAL COST				**$ 264,107.68**
					Cost per LF	$ 129.78

McKenzie Drive SE - Project 2012-21
Water & Sewer Improvement District 60(Lakewood 6th and 7th Additions)
Preliminary Assessment Schedule
November 1, 2012

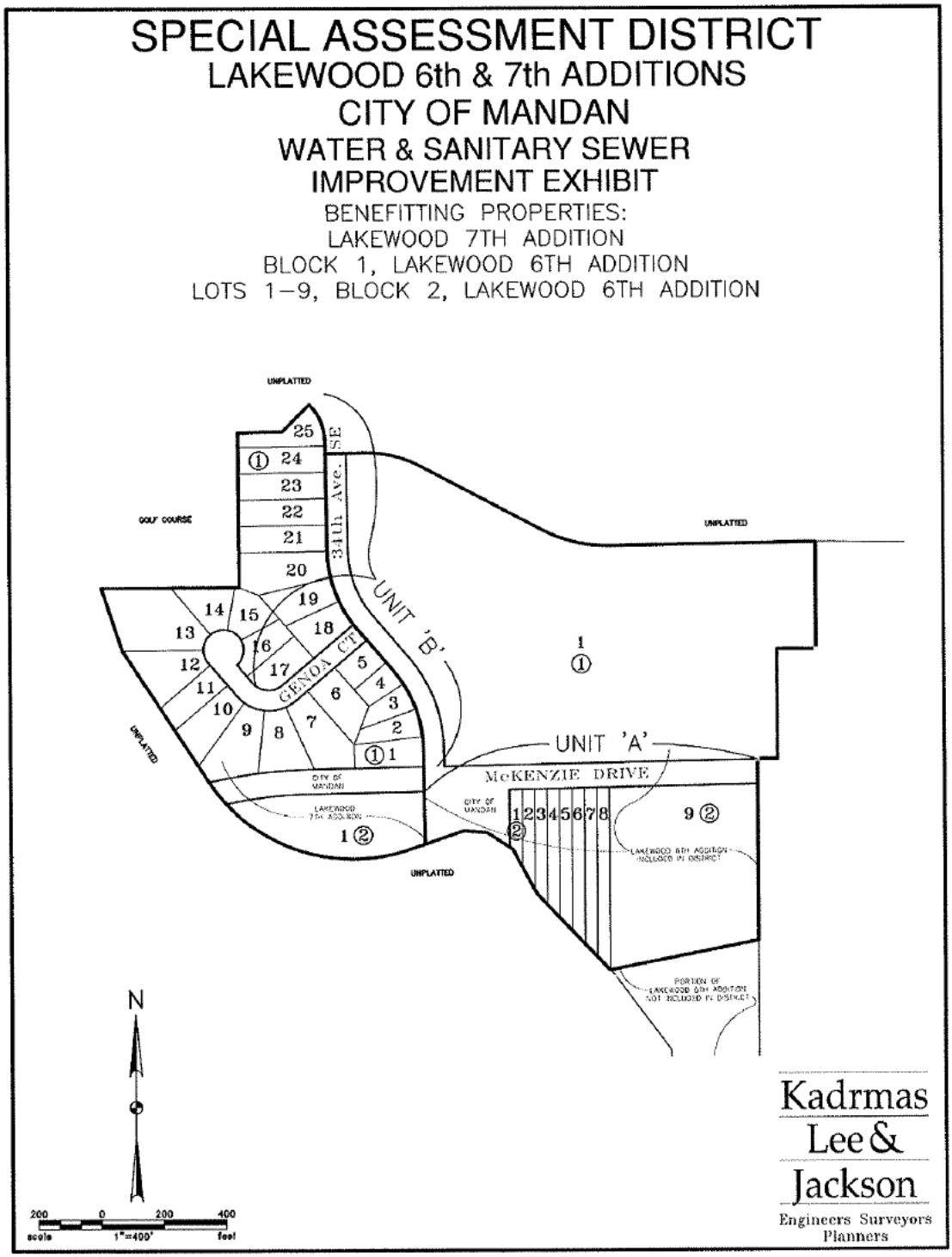
Estimated Project Cost	**$**	**264,107.68**
Assessable Front Footage		**2080**
Assessment per Lineal Foot (CL Length)	**$**	**127.00**

Addition	Lot	Block	Feet		Assessment
Lakewood 6th	1	1	1007.0	$	127,888.88
Lakewood 6th	1	2	40.0	$	5,080.00
Lakewood 6th	2	2	40.0	$	5,080.00
Lakewood 6th	3	2	40.0	$	5,080.00
Lakewood 6th	4	2	40.0	$	5,080.00
Lakewood 6th	5	2	40.0	$	5,080.00
Lakewood 6th	6	2	40.0	$	5,080.00
Lakewood 6th	7	2	40.0	$	5,080.00
Lakewood 6th	8	2	40.0	$	5,080.00
Lakewood 6th	9	2	478.0	$	60,705.94
Lakewood 6th	OS	OS	274.6	$	34,872.90
			2079.59	**$**	**264,107.68**

McKenzie Drive SE - Project 2012-21
Water & Sewer Improvement District 60(Lakewood 6th and 7th Additions)
Preliminary Assessment Schedule with Bid Prices
December 13,2012

Estimated Project Cost	**$**	**290,223.00**
Assessable Front Footage		**2080**
Assessment per Lineal Foot (CL Length)	**$**	**139.56**

Addition	Lot	Block	Feet		Assessment
Lakewood 6th	1	1	1007.0	$	140,534.70
Lakewood 6th	1	2	40.0	$	5,582.31
Lakewood 6th	2	2	40.0	$	5,582.31
Lakewood 6th	3	2	40.0	$	5,582.31
Lakewood 6th	4	2	40.0	$	5,582.31
Lakewood 6th	5	2	40.0	$	5,582.31
Lakewood 6th	6	2	40.0	$	5,582.31
Lakewood 6th	7	2	40.0	$	5,582.31
Lakewood 6th	8	2	40.0	$	5,582.31
Lakewood 6th	9	2	478.0	$	66,708.63
Lakewood 6th	OS	OS	274.6	$	38,321.18
			2079.59	**$**	**290,223.00**


SPECIAL ASSESSMENT DISTRICT
LAKEWOOD 6th & 7th ADDITIONS
CITY OF MANDAN
WATER & SANITARY SEWER
IMPROVEMENT EXHIBIT
BENEFITTING PROPERTIES:
LAKEWOOD 7TH ADDITION
BLOCK 1, LAKEWOOD 6TH ADDITION
LOTS 1–9, BLOCK 2, LAKEWOOD 6TH ADDITION
UNPLATTED
GOLF COURSE
34th Ave. SE
UNIT 'B'
GENOA CT.
UNIT 'A'
McKENZIE DRIVE
CITY OF MANDAN
LAKEWOOD 7TH ADDITION
LAKEWOOD 6TH ADDITION INCLUDED IN DISTRICT
PORTION OF LAKEWOOD 6TH ADDITION NOT INCLUDED IN DISTRICT
N
200 0 200 400
scale 1"=400' feet
Kadrmas Lee & Jackson
Engineers Surveyors Planners
J:\miscella\16121534-Lakewood7\CADD\1612154-SpecialAssessMap.dwg

RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
WATER & SEWER IMPROVEMENT DISTRICT NO. 60
(Project No. 2012-21)(McKenzie Drive SE)

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 Water & Sewer Improvement District No. 60 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 Markwed Excavating whose bid provides for the construction of said improvement at a total estimated base price of $214,980.00.

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.

_____
Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

_____
James Neubauer,
City Administrator

Consent No. 2

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

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02-2011)

Horse Race North Dakota is hereby authorized to conduct games of
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following location: Dean's Steakhouse the address of which is:

2815 Memorial Highway	Mandan	58554	Morton
(Street)	(City)	(Zip Code)	(County)

Date(s) Authorized: Beginning 1/1/13 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (**required**): Eastern most wall, across from southern most end of bar in bar area.

Number of twenty-one tables (**required**) (if zero, enter "0") : 0

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited _____

Attorney General Date

Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
SFN 9413 (Rev. 06-2010)

STATE USE ONLY
SITE LICENSE NO.
G-_____(____)__

Site Owner (Lessor)		Site Name		Site Phone Number
Dean's Steakhouse, Llc		Dean's Steakhouse		(701) 751-4567
Site Address	**City**	**State**	**Zip Code**	**County**
2815 Memorial Highway	Mandan	ND	58554	Morton
Organization (Lessee)	**Rental Period**			**Monthly Rent Amount**
Horse Race North Dakota	1/1/2013	to	6/30/2013	

1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☒ No ☐ Yes ☐ No ☐ Yes	$	
2. Is a raffle drawing going to be conducted at this site?	☒ No ☐ Yes	$	
3. Is Prize Boards involving a dispensing device conducted at this site?	☒ No ☐ Yes	$	
4. Is Twenty-One conducted at this site? Number of Tables with wagers **up to** $5 ____ X Rent per Table $ ____	☒ No ☐ Yes	$	
Number of Tables with wagers **over** $5 ____ X Rent per Table $ ____		$	
5. Is Paddlewheels conducted at this site? Number of Tables ____ X Rent per Table $ ____	☒ No ☐ Yes	$	
6. Is Pull Tabs involving **both** a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.	☒ No ☐ Yes	$	
7. Is Pull Tabs involving **only** a jar bar conducted at this site?	☒ No ☐ Yes	$	
8. Is Pull Tabs involving **only** a dispensing device conducted at this site?	☐ No ☒ Yes	$ 150.00	
		Total Monthly Rent $ 150.00	

TERMS OF RENTAL AGREEMENT:

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

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

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

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

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, **the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

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

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

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

Signature of Lessor	Title	Date
Dean Ulmer	president	12-2-12
Signature of Lessee (Top Executive Official)	**Title**	**Date**
[illegible]	President	12-4-12

(over)

Consent No. 3

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 10, 2012
SUBMITTING DEPARTMENT:	Police
DEPARTMENT DIRECTOR:	Chief Dennis A. Bullinger
PRESENTER:	Chief Dennis A. Bullinger
SUBJECT:	2012 Budget Amendment Transfers, for Accounts, #100.125 Parking Authority , #213 Alarm-Equipment Reserve Account

---

STATEMENT/PURPOSE: The Mandan Police Department is requesting two budget amendments for the 2012 budget.

BACKGROUND/ALTERNATIVES: The police department received budget approval in March of 2012 to purchase a "GO-4 Interceptor" vehicle for parking enforcement. The vehicle is manufactured in Canada and is available through a Minneapolis dealer. We had anticipated delivery in October, of 2012 but that was delayed as they are waiting EPA Certification testing. Our latest information is shipping will not be before the end of January 2013. We respectfully request the transfer of $24,400.00 approved in the 2012, onto the 2013 budget, #100.125.62115.

Our second requested is the transfer of $25,400.00 from the Alarm-Equipment Reserve Account from 2012, onto the 2013 budget, #213.213.54111. The funds were approved in covering cost for support and maintenance fees with Tait Communications, vendor for the new public safety communications system. We have delayed payment in 2012 to Tait pending their correcting problems with the new communications system.

ATTACHMENTS:

FISCAL IMPACT: The transfer of $24,400.00 and the transfer of $25,400.00 from the 2012 budget into the 2013 budget for a grand total $49,800.00.

STAFF IMPACT: N/A

SUGGESTED MOTION: Move to approve the budget amendment request of the Police Department, in transferring $49,800.00 from their 2012 budget into their 2013 budget.

Consent No. 4

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 11, 2012
SUBMITTING DEPARTMENT:	Public Works
DEPARTMENT DIRECTOR:	Jeff Wright, Public Works Director
PRESENTER:	Jeff Wright
SUBJECT:	Consider the execution of Engineering agreements with AE2S for 2013 Sewer Improvements.

STATEMENT/PURPOSE: To hire the subject firm to provide engineering services for following 2013 construction projects: Mandan Roughrider Estates Sanitary Sewer Extension and Lift Station Central Alarm System Upgrade.

BACKGROUND/ALTERNATIVES: This firm has provided the initial engineering design and estimates for the Sanitary Master Plan and these projects are part of the Capital Improvement Plan generated from master plan.

ATTACHMENTS: Copies of the proposed contracts showing cost and related services associated with each project.

FISCAL IMPACT: The cost of the services for the Roughrider Sewer Extension is not to exceed $128,000, and for the Lift Station Alarm System, $19,200 for the preliminary design work. These costs are part of the 2013 Budget.

STAFF IMPACT: Minimal.

LEGAL REVIEW: Sent to Attorney Brown

RECOMMENDATION: We recommend hiring AE2S to perform the Engineering services for the above referenced projects.

SUGGESTED MOTION: Move to hire AE2S to perform the Engineering services for the above referenced projects.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 19, 2012 ("Effective Date") between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 ("OWNER") and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 ("ENGINEER").

OWNER intends to construct the following improvements: **Mandan Roughrider Estates Sanitary Sewer Extension** ("Project") for the City of Mandan, as further described in Exhibit E. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 19, 2012.

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services*

A. OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C4.01 is $128,000.00 based on the following assumed distribution of compensation.

a.	Preliminary Design Phase	$ 22,000.00
b.	Design Phase	$ 45,000.00
c.	Bidding Phase	$ 12,000.00
d.	Construction Phase	$ 35,000.00
e.	Post Construction Phase	$ 6,500.00
f.	I&C Phase	$ 7,500.00

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by OWNER.

5. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to ENGINEER.

C4.02 *For Additional Services Requiring OWNER's Authorization in Advance*

A. OWNER shall pay ENGINEER for services and reimbursable expenses for Additional Services set forth in Article A2.01 per the Hourly Fee and Expense Schedule included in Appendix 1 of Exhibit C.

C4.03 *For Required Additional Services*

Not Used.

This is **Appendix 1 to EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 19, 2012.

2012 AE2S HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates

Engineer I	$92.00
Engineer II	$104.00
Engineer III	$128.00
Engineer IV	$145.00
Engineer V	$160.00
Engineer VI	$178.00
Engineer VII	$189.00
Engineer VIII	$198.00
Program Coordinator	$145.00
Project Manager	$170.00
Technical Expert I	$210.00
Technical Expert II	$225.00
Technical Expert III	Negotiable
I&C Technician I	$82.00
I&C Technician II	$93.00
I&C Technician III	$106.00
I&C Technician IV	$116.00
I&C Technician V	$128.00
I&C Technician VI	$136.00
I&C Technician VII	$145.00
Land Surveyor I	$84.00
Land Surveyor II	$98.00
Land Surveyor III	$108.00
Land Surveyor IV	$121.00
Land Surveyor V	$133.00
Land Surveyor VI	$154.00
Engineering Technician I	$54.00
Engineering Technician II	$70.00
Engineering Technician III	$82.00
Engineering Technician IV	$97.00
Engineering Technician V	$109.00
Engineering Technician VI	$123.00
Engineering Technician VII	$138.00
GIS Specialist I	$72.00
GIS Specialist II	$87.00
GIS Specialist III	$102.00
GIS Specialist IV	$117.00
GIS Specialist V	$133.00
GIS Specialist VI	$150.00
Marketing Consultant I	$70.00
Marketing Consultant II	$87.00
Marketing Consultant III	$105.00
Marketing Consultant IV	$120.00
Marketing Consultant V	$135.00
Senior Consultant	$175.00
Communications Specialist I	$75.00
Communications Specialist II	$86.00
Communications Specialist III	$98.00
Communications Specialist IV	$116.00
Communications Specialist V	$130.00
IT I	$84.00
IT II	$101.00
IT III	$118.00
IT IV	$134.00
IT Manager	$150.00
Financial Analyst I	$72.00
Financial Analyst II	$85.00
Financial Analyst III	$100.00
Financial Analyst IV	$112.00
Financial Analyst V	$127.00
Financial Analyst VI	$145.00
Financial Analyst VII	$160.00
Financial Analyst VIII	$175.00
Administrative I	$48.00
Administrative II	$60.00
Administrative III	$72.00
Administrative IV	$81.00
Administrative V	$90.00
Intern I	$40.00
Intern II	$45.00
Intern III	$50.00
Intern IV	$56.00
Intern V	$65.00

Reimbursable Expense Rates

Transportation	$0.65/mile
Survey Vehicle	$0.70/mile
Photocopies 8½" x11"	$0.10/copy
Plots – Color Bond	$1.25/s.f.
Plots – Monochrome Bond/Vellum	$0.75/s.f.
Plots – Film/Photo High Gloss	$2.00/s.f.
Digital Imaging	$10.00/day
Laser Printouts 8½" x11"	$0.20/page
Color Laser Printouts/Copies 8½" x11"	$0.68/page
Fax	$0.40/page
Projector	$25.00/hour
Total Station	$10.00/hour
Total Station – Robotic	$35.00/hour
Pro-XR GPS	$15.00/hour
Fast Static/RTK GPS	$50.00/hour
3D Laser Scanner	$100.00/hour
Survey Monument	$3.00/each
Fence Posts	$6.00/each
Survey Lath	$18.00/bundle
Survey Stakes	$10.00/bundle
All Terrain Vehicle/Boat	$100.00/day
Hydrant Pressure Recorders	$10.00/day
Telemetry Radio	$50.00/site
Pressure Recorder	$5.00/day
Pump Station Monitor	$24.00/day
Area Velocity Module	$30.00/day
Rain Gauge	$12.00/day
In-house Lodging	$125.00/day
Outside Services*	cost *1.15
Out of Pocket Expenses**	cost*1.15
Rental Car	cost*1.20

* Includes laboratory testing, architectural and engineering consultants, surveying, etc.

** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment each year on January 1.

This is **EXHIBIT E**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 19, 2012.

Project Description

The project consists of an 8" sanitary sewer extension, 6" forcemain, a sanitary lift station and closure of the existing lagoon . In general, the project services consist of the following major elements:

PRELIMINARY DESIGN 030
The Preliminary Design Phase is comprised of the primary tasks identified below:

1. Project Kick-off Meeting

2. Funding Assistance
   a. Funding Assistance to aid the City with application for CWSRF loans and funding requests.

3. Design Survey
   a. Survey coordination
   b. Topographic survey of the lagoon site, proposed forcemain and sewer routes.
   c. Complete utility survey.

4. Easement, Boundary Survey and Subdivision Activities
   a. Identify temporary easements, prepare preliminary temporary easement documents, and coordinate with City and property owners.
   b. Field survey.
   c. Prepare preliminary subdivision documents (subject to final design requirements).

5. Environmental Assessment
   a. Preparation and distribution of Environmental Solicitation letters to various reviewing agencies.
   b. Review Solicitation responses and address concerns where required.

6. Permitting
   a. Assist Owner with permit applications.

7. Design Alternatives and System Selections
   a. Evaluate options for lagoon closure, including sludge removal, abandonment, and repurposing for storm water detention.
   b. Evaluate equipment alternatives for pumps, electrical and control equipment.
   c. Evaluate gravity sewer extension without liftstation.
   d. Evaluate gravity sewer and forcemain routes.
   e. Coordinate sludge sampling and testing with City staff.

8. Preliminary Plans and Specifications
   a. Prepare preliminary plan and profiles along recommended route.
   b. Prepare preliminary specifications.

9. 30% Design Meeting
   a. Conduct one project team meeting to determine equipment and layout alternative.
   b. 30% Preliminary Cost Estimate to verify project budgets based on detail field conditions

FINAL DESIGN PHASE 040

The Final Design Phase is comprised of the primary tasks identified below:

1. Plans, Specifications, and Bid Documents – Prepare plans, specifications, and bid documents for the installation of the sewer extension, lift station and forcemain. Final design will include:
   a. Using the information obtained during the Preliminary Design phase, the project shall generally consist of the following: design of 1,000 lineal feet of 8" sanitary sewer extension, 3,250 lineal feet of 6" forcemain, a 150 gpm lift station with a wetwell sized for 1,600 gpm.
   b. Prepare plans and specifications to outline work necessary to receive bids for sewer extension as described above.
   c. Prepare plans and specifications for closure of the lagoon.
   d. Submit plans and specifications to reviewing agencies. Respond as required.
2. Easements
   a. Prepare final temporary construction easement documents, for submittal to City.
3. Opinion of Probable Construction Cost: ENGINEER will prepare Opinions of Probable Construction Cost and revise as required for 60%, 90% and 100% plan and specification reviews.
4. Summary of Deliverables
   a. 60% Plans and Specifications
   b. 90% Plans and Specifications
   c. 100% Plans and Specifications
5. Summary of Design Phase Meetings
   a. 60% Plan and Specification Review.
   b. 90% Plan and Specification Review.
   c. 100% Plan and Specification Review.

BIDDING PHASE 050

The Bidding Phase is comprised of the primary tasks identified below:

1. Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of two Bids in the official newspaper and regional construction plan exchanges.
2. Interpretation and Clarifications: ENGINEER to communicate with prospective bidders and issue addenda as required.
3. Meetings: ENGINEER to arrange and conduct one Pre-bid meeting and attend bid opening. Attend City Commission for recommendation of Bid Award.
4. Bid Evaluation and Recommendations: ENGINEER to prepare Bid Tab and Recommendations for City.
5. Notice of Award: ENGINEER will coordinate the execution of Notice of Award

CONSTRUCTION PHASE 060

The Construction Phase is comprised of the primary tasks identified below:

1. Contracts: ENGINEER will coordinate the execution of Contracts and Notice to Proceed.
2. Surveying: ENGINEER shall provide surveying and construction staking for proposed sewer, liftstation and forcemain.

3. Meetings: ENGINEER shall arrange and conduct one Pre-Construction conference for the project as well as bi-monthly project progress meetings for the project.

4. Shop Drawing Review: ENGINEER shall administer the submittal process, and provide review of product submittals for the project.

5. Construction Observations: ENGINEER to provide construction administration and construction observation, maintain records and provide assistance to manage project progress, problems, and potential scope changes, and complete project closeout procedures and Final Inspection and Acceptance for the project.

6. Project Administration: ENGINEER will administer and process project activities such a pay requests, change order, funding reimbursements, Davis Bacon Wage Reviews and Interviews and resource allocation.

7. Project Management: ENGINEER will provide project management services to monitor construction progress, work quality and project costs.

POST-CONSTRUCTION PHASE 070

The Post-Construction Phase is comprised of the primary tasks identified below:

1. Warranty: ENGINEER shall coordinate warranty items, monitor warranty period, and provide an end of warranty inspection.

2. Record Drawings: ENGINEER shall revise drawings and provide final deliverables including Operation and Maintenance Manuals and as-built record drawings.

INSTRUMENTATION AND CONTROL PHASE 080

The Instrumentation and Control Phase is comprised of the primary tasks identified below:

1. Programming: ENGINEER shall perform all control system programming necessary to fully integrate new systems into the existing Supervisory Control and Data Acquisition (SCADA) system, provide programming of PLCs to accommodate operation modes, including automatic control and various automatic or semi-automated operational sequences.

2. Commissioning: ENGINEER shall provide all field setup and configuration of contractor supplied PLC.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 19, 2012 ("Effective Date") between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 ("OWNER") and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 ("ENGINEER").

OWNER intends to construct the following improvements: **Mandan Lift Station Central Alarm** ("Project") for the City of Mandan, as further described in Exhibit E. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 19, 2012.

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services*

A. OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C4.01 is $19,200 based on the following assumed distribution of compensation.

a.	Preliminary Design Phase	$ 19,200.00
b.	Design Phase	TBD
c.	Bidding Phase	TBD
d.	Construction Phase	TBD
e.	Post Construction Phase	TBD
f.	I&C Phase	TBD

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by OWNER.

5. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to ENGINEER.

C4.02 *For Additional Services Requiring OWNER's Authorization in Advance*

A. OWNER shall pay ENGINEER for services and reimbursable expenses for Additional Services set forth in Article A2.01 per the Hourly Fee and Expense Schedule included in Appendix 1 of Exhibit C.

C4.03 *For Required Additional Services*

Not Used.

This is **Appendix 1 to EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 19, 2012.

2012 AE2S HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates

Engineer I	$92.00
Engineer II	$104.00
Engineer III	$128.00
Engineer IV	$145.00
Engineer V	$160.00
Engineer VI	$178.00
Engineer VII	$189.00
Engineer VIII	$198.00
Program Coordinator	$145.00
Project Manager	$170.00
Technical Expert I	$210.00
Technical Expert II	$225.00
Technical Expert III	Negotiable
I&C Technician I	$82.00
I&C Technician II	$93.00
I&C Technician III	$106.00
I&C Technician IV	$116.00
I&C Technician V	$128.00
I&C Technician VI	$136.00
I&C Technician VII	$145.00
Land Surveyor I	$84.00
Land Surveyor II	$98.00
Land Surveyor III	$108.00
Land Surveyor IV	$121.00
Land Surveyor V	$133.00
Land Surveyor VI	$154.00
Engineering Technician I	$54.00
Engineering Technician II	$70.00
Engineering Technician III	$82.00
Engineering Technician IV	$97.00
Engineering Technician V	$109.00
Engineering Technician VI	$123.00
Engineering Technician VII	$138.00
GIS Specialist I	$72.00
GIS Specialist II	$87.00
GIS Specialist III	$102.00
GIS Specialist IV	$117.00
GIS Specialist V	$133.00
GIS Specialist VI	$150.00
Marketing Consultant I	$70.00
Marketing Consultant II	$87.00
Marketing Consultant III	$105.00
Marketing Consultant IV	$120.00
Marketing Consultant V	$135.00
Senior Consultant	$175.00
Communications Specialist I	$75.00
Communications Specialist II	$86.00
Communications Specialist III	$98.00
Communications Specialist IV	$116.00
Communications Specialist V	$130.00
IT I	$84.00
IT II	$101.00
IT III	$118.00
IT IV	$134.00
IT Manager	$150.00
Financial Analyst I	$72.00
Financial Analyst II	$85.00
Financial Analyst III	$100.00
Financial Analyst IV	$112.00
Financial Analyst V	$127.00
Financial Analyst VI	$145.00
Financial Analyst VII	$160.00
Financial Analyst VIII	$175.00
Administrative I	$48.00
Administrative II	$60.00
Administrative III	$72.00
Administrative IV	$81.00
Administrative V	$90.00
Intern I	$40.00
Intern II	$45.00
Intern III	$50.00
Intern IV	$56.00
Intern V	$65.00

Reimbursable Expense Rates

Transportation	$0.65/mile
Survey Vehicle	$0.70/mile
Photocopies 8½" x11"	$0.10/copy
Plots – Color Bond	$1.25/s.f.
Plots – Monochrome Bond/Vellum	$0.75/s.f.
Plots – Film/Photo High Gloss	$2.00/s.f.
Digital Imaging	$10.00/day
Laser Printouts 8½" x11"	$0.20/page
Color Laser Printouts/Copies 8½" x11"	$0.68/page
Fax	$0.40/page
Projector	$25.00/hour
Total Station	$10.00/hour
Total Station – Robotic	$35.00/hour
Pro-XR GPS	$15.00/hour
Fast Static/RTK GPS	$50.00/hour
3D Laser Scanner	$100.00/hour
Survey Monument	$3.00/each
Fence Posts	$6.00/each
Survey Lath	$18.00/bundle
Survey Stakes	$10.00/bundle
All Terrain Vehicle/Boat	$100.00/day
Hydrant Pressure Recorders	$10.00/day
Telemetry Radio	$50.00/site
Pressure Recorder	$5.00/day
Pump Station Monitor	$24.00/day
Area Velocity Module	$30.00/day
Rain Gauge	$12.00/day
In-house Lodging	$125.00/day
Outside Services*	cost *1.15
Out of Pocket Expenses**	cost*1.15
Rental Car	cost*1.20

* Includes laboratory testing, architectural and engineering consultants, surveying, etc.

** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment each year on January 1.

This is **EXHIBIT E**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 19, 2012.

Project Description

The project consists of evaluating communications systems and upgrading the centralized monitoring system for the existing twenty five sanitary lift stations. In general, the project services consist of the following major elements:

PRELIMINARY DESIGN 030
The Preliminary Design Phase is comprised of the primary tasks identified below:

1. Data Gathering and Site Evaluation:
   a. Conduct site visits to all sanitary lift stations and head-end SCADA master facility to collect the required information about the existing system to create a complete and detailed needs assessment.
   b. Information to be collected shall be but limited to:
      - Photos of control panels and surrounding areas.
      - PLC, OIT, and Radio equipment Manufacturers Part Numbers.
      - General Input/Output Lists and/or control panel drawings.
      - GPS Coordinates and Site elevations.
      - Radio system antenna heights.
      - SCADA system software brand and IO count (backup of project).
      - SCADA system hardware inventory.

2. System Assessment and Report Development:
   a. Assess existing equipment and software and develop Needs Assessment Report identifying the appropriate equipment and software replacements and upgrades necessary to create a modern, non-proprietary system.
   b. A communication system analysis will be conducted to assess the existing systems deficiencies and provide alternatives either utilizing third party infrastructure or developing a more stable robust radio communication system.

3. Recommendations and Estimated Costs:
   a. The final Needs Assessment Report will include Engineers recommendations and opinions of probable construction costs.
   b. The report shall include estimated Engineering costs for the Final Design, Bidding and Negotiating, and I&C Construction Phases.

4. Engineer will conduct a meeting to review draft report with the Owner.

FINAL DESIGN 040 – TO BE DETERMINED

BIDDING AND NEGOTIATIONS 050 – TO BE DETERMINED

CONSTRUCTION 060 – TO BE DETERMINED

POST CONSTRUCTION 070 – TO BE DETERMINED

INSTRUMENTATION AND CONTROL 080 – TO BE DETERMINED

CITY OF
MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners
Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 12, 2012
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch
SUBJECT:	Capital Assets Policy

PURPOSE
Consider revised Capital Assets Policy.

BACKGROUND
To establish a separate capitalization threshold for buildings and improvements, infrastructure assets, and to apply specific guidance for improvement districts, grant related and tax financed projects for financial reporting purposes.

ATTACHMENT
Capital Assets Policy (revised)

FISCAL IMPACT
None

STAFF IMPACT
None

LEGAL REVIEW
N/A

RECOMMENDATION
To approve the revised Capital Assets Policy.

SUGGESTED MOTION
Move to approve the revised Capital Assets Policy.

CITY OF MANDAN

CAPITAL ASSETS POLICY

Capital assets, which include land, buildings and improvements, machinery and equipment, construction work in progress, and infrastructure assets (e.g., street and sidewalk systems, water and sewer systems, traffic and street light systems, and similar items), are to be reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Since 1980, capital assets are to be defined as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of two years, except for buildings and improvements which are capitalized if the total cost exceeds $25,000 and infrastructure assets which are capitalized if the total cost exceeds $50,000. Improvement districts, grant related and tax financed projects are capitalized if the total cost exceeds $5,000. Capital assets are to be recorded at historical cost or at estimated historical cost if actual historical cost is not available. Donated capital assets are to be recorded at estimated fair value at the date of donation. Library books are not to be capitalized as capital assets.

Capital asset costs are to include the purchase price or construction cost, plus the costs necessary to place the asset in its intended location and condition for service. Interest costs (unless material) on self-constructed assets are not to be capitalized. The costs of normal repairs and maintenance that do not increase the capacity or efficiency of the asset, or materially add to the value or extend the useful life of the asset beyond the original estimate, are not to be capitalized.

Land and construction work in progress are not to be depreciated. Other capital assets are to be depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	50
Infrastructure	30
Machinery and equipment	5

Approved: November 3, 2009
Revised: December 18, 2012

Consent Agenda # 6 & Ord. #3

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 13, 2012
SUBMITTING DEPARTMENT:	Engineering/Planning
DEPARTMENT DIRECTOR:	Kim Fettig, Project Manager
PRESENTER:	Kim Fettig, Project Manager
SUBJECT:	Consider the annexation of a tract of land being a part of the NW ¼ of Section 21, Township 139N, Range 81W.

STATEMENT/PURPOSE: To annex subject lands as requested by the owner.

BACKGROUND/ALTERNATIVES: Request by Kenneth Lohstreter. Property includes Christianson's 1st Addition that was approved by the City Commission on December 4, 2012. The plat is not yet filed.

ATTACHMENTS: 1. Ordinance
2. Vicinity Map

FISCAL IMPACT: Minimal.

STAFF IMPACT: Minimal.

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

RECOMMENDATION: This office supports the approval of the annexation.

SUGGESTED MOTION: I move to approve Ordinance 1137, annexing the subject lands.

ORDINANCE NO. 1137

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

WHEREAS, the City of Mandan, Morton County, North Dakota has determined it to be its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, Morton County, North Dakota, but not embraced within the limits thereof, and has met all requirements as directed by Section 40-51.2-03 of the North Dakota Century Code.

SECTION 1. Property Annexed. The following described land is situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

A tract of land being a part of the NW ¼ of Section 21, Township 139N, Range 81W, of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the northwest corner of the NW ¼ of Section 21, Township 139N, Range 81W; thence east along the north boundary line of said NW ¼ to a point on the south Right-of –Way of I-94; thence southeasterly along said south Right-of-Way line to the northwest corner of Lohstreter's 4th Addition of the City of Mandan, Morton County, North Dakota; thence southwesterly along the west boundary line of said Lohstreter's 4th Addition to the southwest corner of said Lohstreter's 4th Addition; thence southeasterly along the south boundary line of said Lohstreter's 4th Addition to the southeast corner of said Lohstreter's 4th Addition; thence northeasterly along the east boundary line of said Lohstreter's 4th Addition to a point on the south Right-of-Way Line of said Boutrous Addition of the City of Mandan, Morton County, North Dakota; thence south along the west boundary line of said Boutrous Addition to the southeast corner of said NW ¼ ; thence west along the south boundary line of said NW ¼ to the southwest corner of said NW ¼ ; thence north along the west boundary line of said NW ¼ to the Point of Beginning.

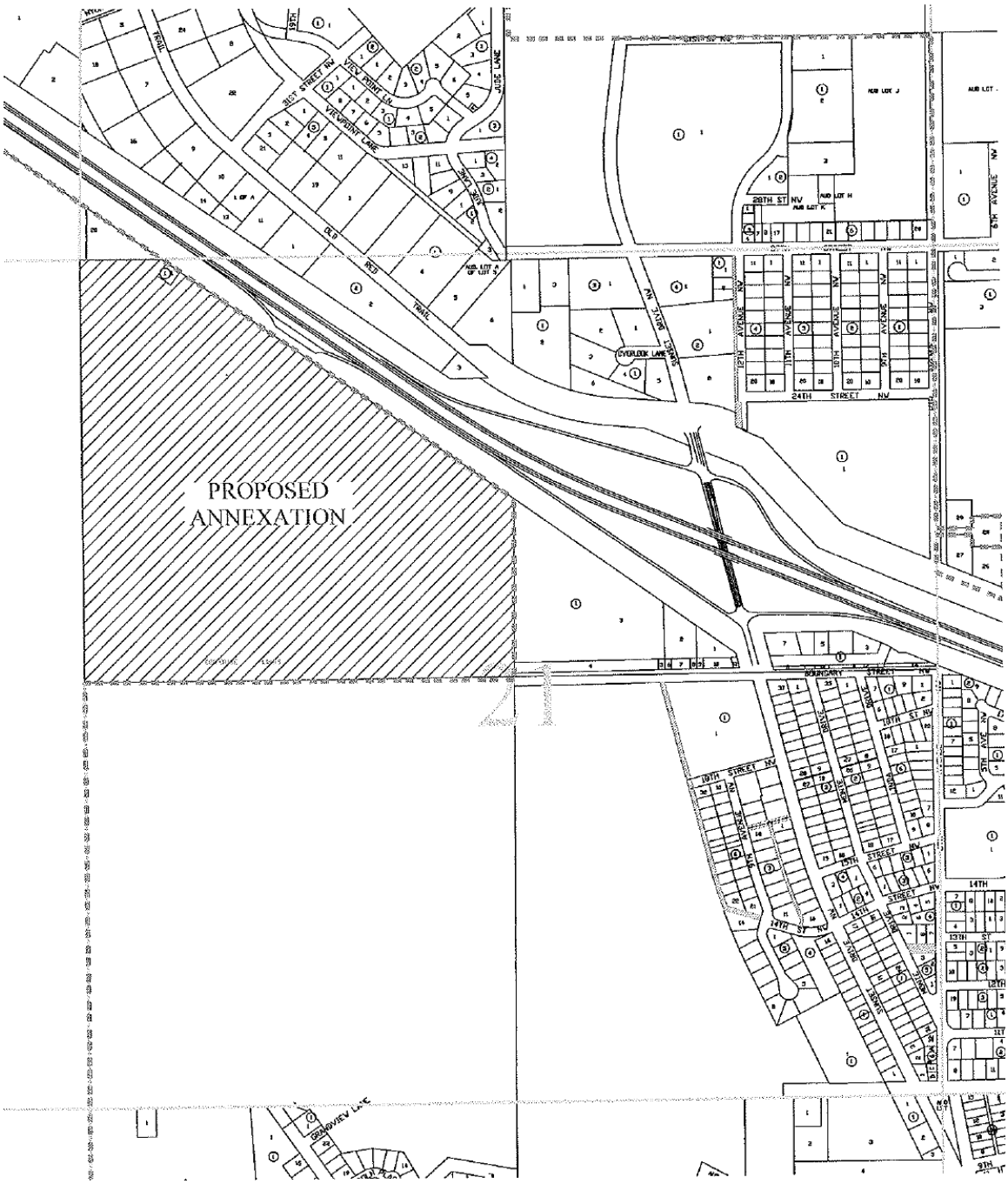
SECTION 2. Corporate Boundary Extended. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

By: _____
Arlyn Van Beek, President,
Board of City Commissioners

Attest:

_____
James Neubauer, City Administrator

First Consideration: December 18, 2012
Second Consideration
and Final Passage: January 8, 2013
Date of Recording: _____



H:\Not on Backup\MandanGIS\Mandan City Map 01-2012.dwg, 11/9/2012 11:29:34 AM, Andra, 1:784.434

Consent No. 7

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 18, 2012
PREPARATION DATE: December 13, 2012
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Christmas Eve (a.m. shift)

STATEMENT/PURPOSE: - Allow the Administrative Offices to close the a.m. shift (8:00 a.m. – 12:00 p.m.) on Christmas Eve. (The legal holiday on Christmas Eve is from 1:00-5:00 p.m.)

BACKGROUND/ALTERNATIVES: Since Christmas Eve is on a Monday, employees would take vacation, personal leave or comp time if they wish to do so, otherwise, they must receive permission to work from their respective department head due to the fact that the Administrative Office is already closed from 1:00-5:00 p.m. for the legal holiday.

ATTACHMENTS: - N/A

FISCAL IMPACT: - N/A

STAFF IMPACT: - N/A

LEGAL REVIEW: - N/A

RECOMMENDATION: - I recommend the Administrative Offices be closed the a.m. shift of 8:00 a.m. to 12:00 p.m. on Christmas Eve.

SUGGESTED MOTION: - I move the Administrative Offices be closed the a.m. shift of 8:00 a.m. to 12:00 p.m. on Christmas Eve.

Consent No. 8

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 13, 2012
SUBMITTING DEPARTMENT:	Assessing Dept
DEPARTMENT DIRECTOR:	Richard L Barta
PRESENTER:	Richard L Barta
SUBJECT:	Remaining year of 2 Year Tax Exemption for Richard Frohlich for Newly Built Home

---

STATEMENT/PURPOSE: To consider an exemption for the remaining $75,000 tax exemption for new construction of a residential structure for the year 2012.

BACKGROUND/ALTERNATIVES: Richard Frohlich qualifies for an exemption of the second $75,000 of structure value on a new single family dwelling for 2012. The townhome was constructed in 2010; the first year exemption would have been 2011; finishing up in the year 2012. However, the contractor is not eligible for an exemption on a townhome, so the property was fully taxed in 2011, but the 2012 taxes should be reduced to reflect this $75,000 exemption.

This parcel is also known as Lot 3B, Block 1Bridgeview Bay 2nd Addition at 2010 Marina Rd SE, on Parcel #10639A

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately $1,332

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested exemption for the second $75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

SUGGESTED MOTION: I recommend a motion to approve the request by Richard Frohlich for an exemption of the second $75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1st of the year following the year in which the tax becomes delinquent.

State of North Dakota
County of Morton
Name FROHLICH RICHARD & PAT
Address 2010 MARINA RD SE
Legal Description of the property involved in this application
Lot: 3B
Block: 1
BRIDGEVIEW BAY 2ND

Property ID Number
City 10639 A
County 65-6103915

Total true and full value of the property described above for the year 2012 is:

Land	$37,300
Improvements	$148,500
Total (1)	$185,800

Total true and full value of the property described above for the year 2012 should be:

Land	$37,300
Improvements	$73,500
Total (2)	$110,800

The difference of $75,000 true and full value between (1) and (2) above is due to the following reason(s):

___ 1. Agricultural property true and full value exceeds its agricultural vale defined in N.D.C.C § 57-02-27.2
___ 2. Residential or commercial peroperty's true and full value exceeds the market value
___ 3. Error in property description, entering the description, or extending the tax
___ 4. Nonexisting improvement assessed
___ 5. Complainant or property is exempt from taxation (Attach a copy of Application for Property Tax Exemption)
___ 6. Duplicate assessment
___ 7. Property improvement was damaged by fire, flood or tornado (see N.D.C.C. § 57-23-04(1)(g))
___ 8. Error in noting payment of taxes, taxes erroneously paid
___ 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
1 10. Other (Explain) Qualified for the tax exemption for newly built home for 2012 year.

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go to question #5.

1. Purchase price of property: $ _____ Date of Purchase: _____
   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
   Was there personal property involved in the purchase price? _____ Estimated value: $ _____
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
   Asking price: $ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
   _____ Market value estimate: $ _____
   Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is $ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

The Applicant asks that _____

By filing this application, I consent to an Inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the Inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) Date

Signature of Applicant 12-12-12
Date

01/07/2007 14:09 7016634171 RICK FROHLICH PAGE 01/02

"WHERE THE WEST BEGINS"

CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW
MANDAN, NORTH DAKOTA 58554
701-667-3215 • FAX: 701-667-3223 • www.cityofmandan.com

CITY DEPARTMENTS	
ADMINISTRATION	667-3215
ASSESSING/BUILDING INSPECTION	667-3230
BUSINESS DEVELOPMENT	667-3485
CEMETERY	667-6044
ENGINEER/PLANNING & ZONING	667-3225
FINANCE	667-3213
FIRE	667-3288
HUMAN RESOURCES	667-3217
LANDFILL	667-0184
MUNICIPAL COURT	667-3270
POLICE	667-3455
PUBLIC WORKS	667-3240
WASTEWATER TREATMENT	667-3276
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

TO: RICHARD FROHLICH

FROM: MARY FAHLSING/ASSESSING DEPT

DATE: DECEMBER 29, 2011

SUBJECT: 2010 MARINA RD SE
2-YEAR EXEMPTION

Your property tax exemption application has been forwarded to me. Please note that you will receive the exemption for the year 2012 only. The townhome was constructed in 2010; the first year of exemption would have been 2011; finishing up in the year 2012. However, the contractor is not eligible for an exemption on a townhome, so the property was fully taxed in 2011.

If you have any questions, please feel free to contact me at 667-3232.

01/07/2007 14:09 7016634171 RICK FROHLICH PAGE 02/02

COPY

PARCEL # 10639-A

APPLICATION FOR TAX EXEMPTION FOR NEWLY BUILT HOMES

I hereby make application for a tax exemption for the years 2012 ~~and 2013~~ on the property described below (exclusive of the land on which it is situated or any special assessments). I certify that the request is in compliance with HB1369, approved by the 50th Legislative Assembly and certify the following in support of my request.

NAME OF APPLICANT: Richard Frohlich
MAILING ADDRESS: 2010 Marina Rd SE
STATUS OF APPLICANT: Builder ____ First Owner After Builder: ✓
ADDRESS OF PROPERTY TO BE EXEMPT: 2010 Marina Rd SE
LEGAL DESCRIPTION: ____

DATE PERMIT ISSUED: 8-4-10 BUILDING PERMIT #: 3622-10
CONTRACT DATE: ____ DATE OCCUPIED: ____
EXEMPTION CLAIMED: Single Family ____ Townhouse X Condo ____
COST OR VALUE OF STRUCTURE (Purchase Price): $170,000
OWNER'S EST. MARKET VALUE (Lot and Structure): ____
APPRAISAL VALUE: $173,000

I hereby certify that there are no delinquent taxes or special assessments on the above described property.

DATE: 12-22-11 SIGNATURE: [signature]

****

FOR OFFICE USE ONLY

APPROVED: ✓ (2012) Only

DENIED: ____ Reason for Denial: ____

County Auditor or Treasurer's confrontation on taxes: Date ____
Delinquent taxes ____ No Delinquent taxes ____ By ____

Richard L Baata / [illegible] 12-29-11
Assessor's Signature Date

ADDITIONAL REMARKS: ____

CITY OF MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 14, 2012
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch
SUBJECT:	Mandan Millennium Trail Project

PURPOSE

To consider the Cost Participation, Construction, and Maintenance Agreement from the North Dakota Department of Transportation for the asphalt overlay of the existing Mandan Millennium Trail and the request from the Mandan Parks and Recreation District for the City of Mandan to special assess the Park District for the City's cost share of the Project.

BACKGROUND

The City of Mandan, on behalf of the Mandan Parks and Recreation District, was awarded a Cost Participation, Construction, and Maintenance Agreement from the North Dakota Department of Transportation for the asphalt overlay of the existing Mandan Millennium Trail. Federal funds obligated for this Project shall not exceed 80.93% of the total eligible Project cost up to a maximum of $129,949. The balance of the Project cost is the obligation of the City. There will be no federal or state funds available for preliminary or construction engineering. As a result, the City will charge the City's cost share of this Project to the Park District, thereby reimbursing the City.

ATTACHMENTS

- North Dakota Department of Transportation Cost Participation, Construction, and Maintenance Agreement.
- Letter from the Mandan Parks and Recreation District dated December 10, 2012.

FISCAL IMPACT
The net financial impact to the City of Mandan will amount to no cost since the Mandan Parks and Recreation District will reimburse the City for the City's cost share.

STAFF IMPACT
The Finance Department will be required under the OMB Circular A-133 Federal Audit Requirements to perform Sub-Recipient Monitoring of the Mandan Parks and Recreation District to ensure compliance with these Federal Audit Requirements.

LEGAL REVIEW
Submitted to Malcolm Brown, City Attorney.

RECOMMENDATION
To approve the Cost Participation, Construction, and Maintenance Agreement from the North Dakota Department of Transportation for the asphalt overlay of the existing Mandan Millennium Trail and the request from the Mandan Parks and Recreation District for the City of Mandan to special assess the Park District for the City's cost share of the Project.

SUGGESTED MOTION
Move to approve the Cost Participation, Construction, and Maintenance Agreement from the North Dakota Department of Transportation for the asphalt overlay of the existing Mandan Millennium Trail and the request from the Mandan Parks and Recreation District for the City of Mandan to special assess the Park District for the City's cost share of the Project.

North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
URBAN FEDERAL AID PROJECT

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Bennett Kubischta	Telephone: 701-328-3555

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only. **FHWA Authorization date:**

Project No. TEU-1-988(035)046 City of Mandan
Location: Mandan Millennium Trail - See Attachment A
Type of Improvement: Asphalt overlay of existing trail **Length: 2.1 miles**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Mandan, North Dakota, hereinafter referred to as the City, who agree that:

It is in the best interest of both parties to have the City construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the City with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The City agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $129,949`. The balance of the project cost is the obligation of the City.

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the City, prior to FHWA approval of the program documents for the project.

PART I

City Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.
   The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the requirements of Appendix A of the Title VI Assurances, attached and incorporated by reference herein.

PART II

Contracting and Construction:

1. Ten weeks before the bid opening date the City will:

   a. Submit the final plans to NDDOT.

   b. Certify that the right of way has been acquired in its name and at its sole expense, and in conformity with state and federal law and NDDOT's current edition of *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects.*

   c. Provide NDDOT with the permit or agreement authorizing utility facilities to be installed or continued on, under or over the right of way.

d. Provide NDDOT with all permits or clearances required for the construction of the project by state or federal law.

2. On behalf of the City, NDDOT will:

   a. Prepare the bid proposals, print and distribute the proposals and plans, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

   b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

   c. Tabulate the bids and send to the City.

   d. Concur in the award of the contract, after the City has executed the contract, for the sole purpose of enabling the City to procure federal aid for the construction of the project.

   e. Distribute copies of the plans to the parties.

3. The City will:

   a. Review bids to determine the lowest responsible bidder.

   b. Execute the contract.

   c. Distribute copies of the executed contract and contract bond to NDDOT and the prime contractor.

4. During the construction of the project, the City will:

   a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual,* the *Construction Manual*, and the *Standard Specifications for Road and Bridge Construction.*

   b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

   c. Make all records available to NDDOT and FHWA for inspection upon request. The City will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the City.

   d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the City agrees to:

1. Control the length and location of curb openings for access. The width of such access opening shall not exceed that shown on the plans. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. If the traffic corridor intersects a state highway, the City must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

4. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

5. Provide maintenance to the completed project at its own cost and expense.

6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the City. Payment will be made upon receipt of the engineer's estimate. The City will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the City fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the City, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the City out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. No official, employee, or other person performing services for the City who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the City shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the City, and such officer, employee, or person has not participated in such acquisition for and in behalf of the City.

4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

5. NDDOT requires contracts executed with counties, cities, other state agencies, and Indian tribes to comply with OMB Cir. A-133.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer ND Department of Transportation 608 East Boulevard Avenue Bismarck, ND 58505-0700	Jim Neubauer City Administrator 205 Second Ave NW Mandan, ND 58554

7. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Executed by the City of _____, North Dakota, the date last below signed.

APPROVED:

_____
CITY ATTORNEY (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

City of _____
*

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

ATTEST:

_____
CITY AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

_____
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

_____
DIRECTOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

*Mayor or President City Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 2-11

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

   a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
   b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

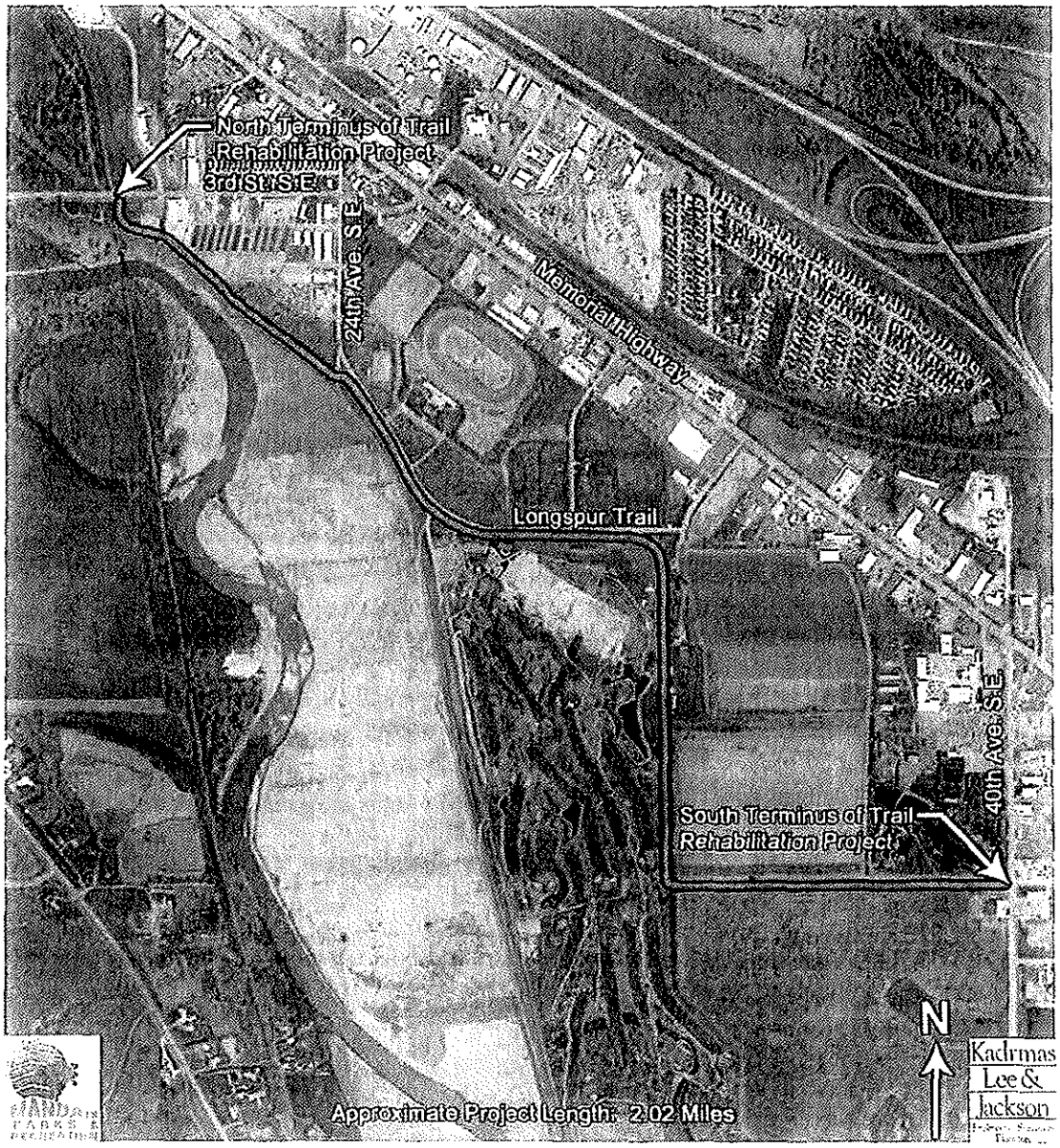
*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09

NDDOT
North Dakota
Department of Transportation

ATTACHMENT A

PROJECT LOCATION MAP



Opportunities for life!

MANDAN PARKS & RECREATION

December 10, 2012

Greg Welch

Finance Director

205 2nd Ave NW

Mandan, ND 58554

Dear Mr. Welch,

The NDDOT has awarded the Mandan Park District a grant for trail rehabilitation for Millennium Trail overlay. The project number is TEU-1-988(035)046. This project will start in the spring of 2013 beginning at 40th Ave Se just north of the fire station and ending at Ft. Lincoln Trolley (see attachment).

The Mandan Park Board of Commissioner would like to have our local share and engineering fees special assessed to the Mandan Park District. Bids have not been completed or a construction timeline at this time, we have our first meeting scheduled for next week. I have also included preliminary cost estimates.

If you have any questions, feel free to contact me at 751.6161.

Sincerely,

Cole Higlin

Director

Mandan Park District.

The mission of the Mandan Parks & Recreation District is to provide recreational opportunities for all ages and abilities while improving the quality of life for the citizens of Mandan and its visitors.

2600 46th Ave. SE • Mandan, ND 58554 • (701) 667.3260 • Fax (701) 667.3261 • www.mandanparks.com

MANDAN
PARKS &
RECREATION

Park Board Commissioners Agenda Documentation

Meeting Date: Dec. 10, 2012
Submitting Department: Cole Higlin
Subject: Millennium Trail resurfacing

Statement/Purpose- Replace the millennium multi-purpose trail from 46th Ave Se (fire station) to Ft. Lincoln Trolley. IN June 2012 the park district was awarded a DOT grant for resurfacing our trail that was damaged from the flood.

Background/Alternatives- We were awarded $129,000 grant to resurface the trail from the flood and wear and tear. This portion of the trail is the first trail installed for the park district in the mid 90's. This fall we completed $13,000 worth flood of repairs that were reimbursable from FEMA.

Attachments- A) June board meeting minutes.

Fiscal Impact-

Construction Cost:	162,436
Grant 80%	-129,000
20% Matching Funds	33,436
Engineering	+27,000 (estimate)
Total Cost:	$60,936

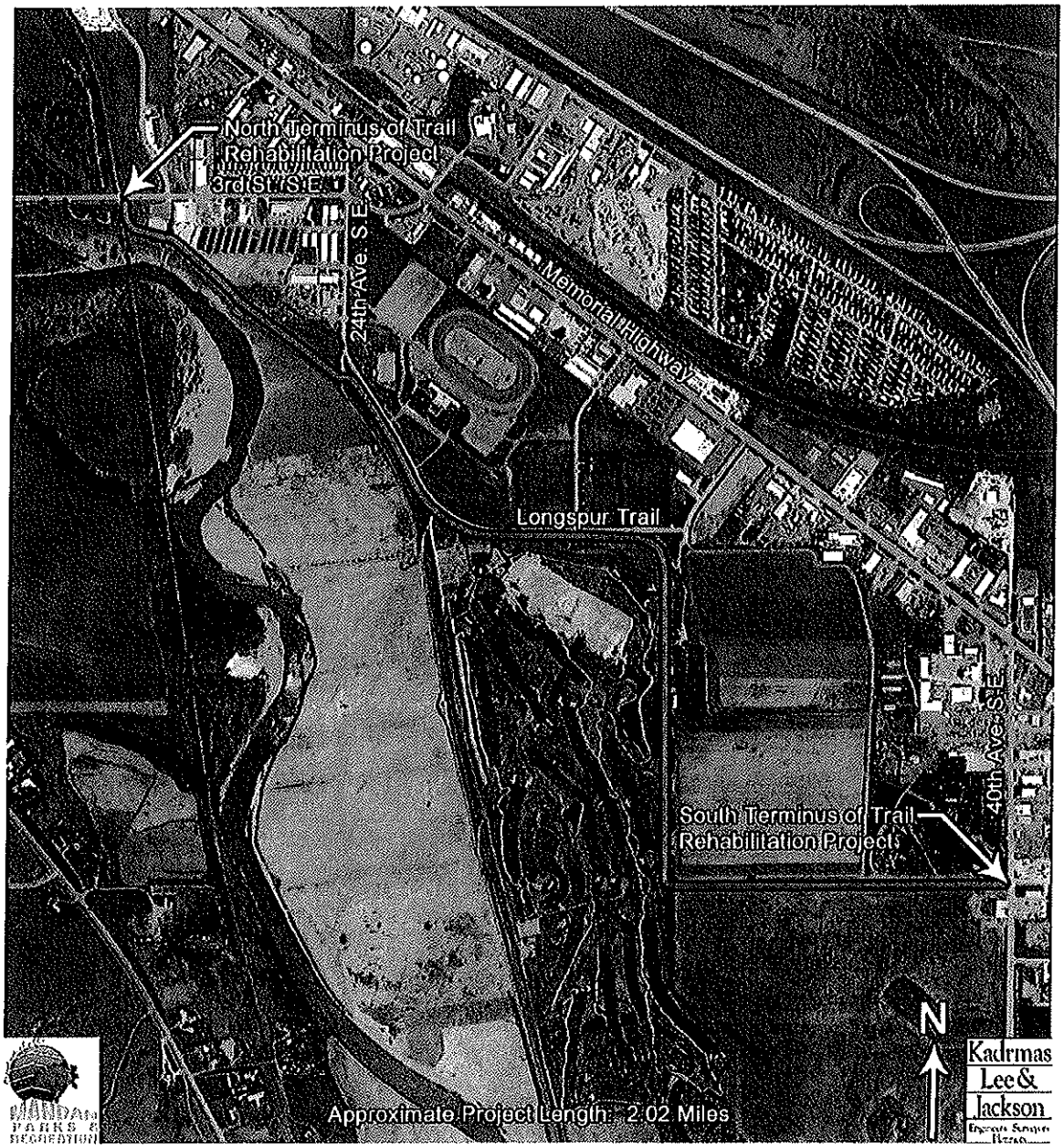
In the June minutes the board approved accepting the grant and to move forward with the project, but we forgot to award KLJ for their services. IN order to receive funding from NDDOT, we have to furnish minutes that state acceptance of the grant and awarding engineering services.

Staff Impact-

Recommendation- I recommend hiring KLJ for engineering services.

ATTACHMENT A

PROJECT LOCATION MAP



Consent No. 10

Corporation Liquor License Application

1. Type of License:

Liquor On-Sale_____ Off-Sale_____ Class: A B C D D1 E F WB MP DY
(Circle One)

Beer On-Sale X Off-Sale X Class: A B C D D1 E F (WB) MP DY

2. Duration of License: Annual: (July 1, _____ to June 30, _____)
Part of Year from: _____, 20 To_____, 20 .

3. Name of Business Establishment at which license will be used: BIRD DOG BREWING LLC

4. Corporate Identification Information: Please complete all of the following:

a. Name of Corporation: BIRD DOG BREWING LLC

b. Date of Incorporation: 12/4/2012

c. State of Incorporation: NORTH DAKOTA

d. Amount of Authorized Capital Stock: $100,000

e. Amount of Paid Capital: $100,000

f. If, subsidiary, Name of Parent Corporation: N/A

g. Purpose of Incorporation: BREWING AND SALES OF MALTED BEVERAGES & ALKE

5. Description of Licensed Premises: Address: 1005 E. MAIN ST, MANDAN, ND, 58554

Legal Description: (Lot & Block): BF-47869
(Also Submit on an attached page a Diagram of the physical layout of the licenses premises including, A minimum: doors, storage areas, & areas where liquor/beer is purchased and consumed.)

6. List Names, Current Addresses, and Dates of Birth, ages & citizenship of all the Officers, Directors, Managers, Agents, and all Persons Holding 1% or more of the Capital Stock in the Corporation. (Note: Separate Notarized List of each individual❷ Name, Social Security Number and Addresses for last 5 years is required, the Privacy of which will be maintained by City but is required for Background Check:
SEE ATTACHED

7. List Names, Current Addresses, Dates of Birth, ages & citizenship of All Persons Who will have charge, management or control of the establishment for which the license is requested. (Note: Separate Notarized List of each individual❷ Name, Social Security Number and Addresses for last 5 years is Required, the Privacy of which will be maintained by City but is required for Background Check:
SEE ATTACHED.

8. Name of Individual who is to be in Charge of the Day-to-Day Operations and management of the licensed premises: and will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises:

Name: DENNIS C. KWANDT II Address: 2608 8TH AVE SE, ~~MANDAN, ND~~ (HOME) 1005 EAST MAIN ST

City: MANDAN State: ND Age: 37 DOB: Citizenship: US

If naturalized, give date and Place of Naturalization: _____

List all Other Places of Residence within last 5 Years: 2608 8TH AVE SE, MANDAN ND, 58554

9. List the occupations and employers of each of the individuals listed in answer to questions 6, 7 and 8 during the last 5 years. (Use a separate page to answer this question). SEE ATTACHED

10. Ownership/Lease: If licensed premises is owned by Applicant, provide date of purchase._____ (If licensed premises is leased, attach copy of executed and dated Lease.)

11. Does Applicant certify that all property taxes have been paid to date on the licenses premises?
Yes X No _____

12. Have any of the individuals identified in answer to Questions 6, 7, and 8 ever engaged in the sale or distribution of alcoholic beverages (as an owner, manager, or employee) at a location other than in the City of Mandan at any time prior to this application. Yes: X No:_____ (If yes, explain in detail on a separate page location, type of business and dates of license or employment).

13. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever had a license of any kind (including alcoholic beverage license, other business licenses or motor vehicle license) suspended, revoked or non-renewed by any political subdivision, state or federal agency. Yes:_____No: X (If yes, explain in detail on a separate page)

14. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever been convicted of a violation of any law of the United States, or of any state or political subdivision, other than minor traffic violations, (but including reckless driving or driving under the influence). Yes _____No X (If yes, explain the violation in detail on a separate page.)

15. Do any of the individuals named in answer to questions 5, 6 or 7 have any interest whatsoever in any other liquor establishment, either at wholesale or retail, within or without the state of North Dakota. (The interest which must disclose also includes a right of inheritance by law or by will). Yes X No_____ If, yes please explain in detail on a separate page.

16. Does anyone other than the Corporation applying for this alcoholic beverage license or the business owing the premises have any right, estate, or interest in the lease hold, building, or furniture, fixtures or equipment, in the premises for which the license is requested. Yes_____No X (If yes, explain in detail on a separate page).

17. Does the Corporation applying for this alcoholic beverage license have any agreement, contract, understanding or intention to have any agreement, contract or understanding, with any person, partnership, or corporation to obtain for any other person, partnership or corporation, or to transfer to any other person, partnership or corporation the license for which this applications is made or to obtain for any other person, partnership or corporation, for any other purpose other than for the specified use of the applicant. Yes _____ No X (If yes, explain in detail on a separate page).

18. Does the Corporation applying for this license or the person, partnership or corporation owing the premises named herein, engage in any business other than that for which the license is sought or intending to engage in any business other than for the sale of alcoholic beverages under the license for which this application is made. Yes: X No:___ (If yes, explain, in detail on a separate page giving the type of business and identification of any and all owners.) SEE ATTACHED

19. List the names and addresses of all officers, directors, and stockholders of the Corporation who are engaged or employed in a capacity in the conduct or operation of the business at which the alcoholic beverage license is to be used. DENNIS C. KWANDT II - 2608 8TH AVE SE, MANDAN, ND 58554, TAMI JD KWANDT - 2608 8TH AVE SE, MANDAN, ND 58554, JERRY STRYKER 1852 EAST DIVIDE AVE, BISMARCK, ND 58501, SHAWN STRYKER 1852 EAST DIVIDE AVE, BISMARCK, ND 58501

20. The corporation must have a valid Certificate of authority issued by the North Dakota Secretary of state and a valid Alcoholic Beverage License issued by the ND Attorney General Office. (A copy of the Certificate of Authority and ND Alcoholic Beverage License must be attached hereto.)

21. List the names, addresses of at least 3 business references. BOB ECKERT (PAINTING) 2000 MORRISON AVE, BISMARCK, ND 58504
SHANNON McQUADE - 1852 INDUSTRIAL DRIVE, BISMARCK, ND 58501
MARK'S HEATING & COOLING INC - 914 16TH ST NE, MANDAN ND 58554-0008

22. Does the building or structure in which the business is to be conducted meet all applicable state and local building, health and zoning regulations and requirements? Yes X No ___ (Applicant must attach certifications of compliance from each state and/or local agency or department responsible for building, health and zoning regulations.)

23. List all the names of individuals who are authorized to make purchases for the business at which the license is to be used and located. DENNIS C KWANDT II, TAMI J D KWANDT

(Note: These individuals must submit their names, current address and social security numbers on the forms which will protect there rights of privacy, but allow the appropriate police department background checks to be done. If not attached, the application will be deemed incomplete.)

24. List the names of all individuals who are authorized to sign checks used to pay the payroll and expense bills of the business at which the license is to be used. DENNIS C KWANDT II, TAMI J D KWANDT

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

Affidavit of Application Completeness and Accuracy, Sworn Statement of Conditions of Licensure, and Agreement to Right of Entry of City Personnel

I, DENNIS C. KWANDT II, having been sworn and under oath, state that I am a duly authorized officer or director, namely MANAGER, of the above named corporation which hereby applies for the above referenced alcoholic beverage license in the City of Mandan, and I do hereby certify that the above information is true and correct to the best of my knowledge and beliefs.

I do further certify that said corporation and its officers, directors and employees will abide by the provisions of Chapter 12-01, 12-02 and 12-03 of the Mandan Code of Ordinances and any amendments

thereto, as well as al applicable laws of the State of North Dakota, and the United States Government and that said Corporation, its officers, directors and employees will not permit the violation of any law, rule or regulation on the premises at which the license is authorized. I further certify that the corporation, its officers and directors acknowledge that this license will only authorize the retail sale of liquor, including beer, wine and other spirits as defined by the North Dakota Century Code, at the premises designated in this application and depicted on the attached diagram.

I do further certify and affirm on behalf of the corporation, its officers, directors and employees that the corporation will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, or anyone who is under the influence or an habitual drunkard and that I will accept any penalty including, suspension or revocation of license for any violation of said prohibited sales.

I do further certify and affirm that the applicant corporation, its officers and directors understand and acknowledge that any license granted under this application confers no property right to the applicant or licensee, and that said license will not be transferable except by specific authority o f the Mandan Board of City Commissioners.

I do further certify and affirm that the applicant corporation, its officers, directors and employees do hereby consent to the entry of any city official (including administrative, building, zoning health and fir officials) and its police officers upon the premises described herein at any hour of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this applicant relating to the operation of the premises, and purchase and sale of alcoholic beverages. I further certify and affirm that the corporation, its officers, directors and employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of a search warrant, and the Applicant does hereby agree that such immunities shall never be claimed by them, and that such entry, inspection, search and seizure may be made at any time without a search warrant, which waiver of rights is acknowledged to be a condition of licensure.

Dated at Mandan, North Dakota, on this 13 day of DEC, 20 12

By: _____
Its:

Attest:

By: _____
Its:

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

I Dennis Kuxandt, being first duly sworn, deposes and says that he/she is the individual who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions and agreement of right to entry by city personnel, that he/she has read each question and statement contained therein and knows the contents thereof to be true and accurate, and that he/she has furnished the answers set forth in said application, and that each one of said answers is true to the best of this knowledge.

Subscribed and sworn to before me on this 13 day of DEC, 2012

(Notary Seal)

BRENDA K. KRAFT
Notary Public
State of North Dakota
My Commission Expires Sept. 2, 2017

Old Business No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 12, 2012
SUBMITTING DEPARTMENT:	Business Development & Communications
DEPARTMENT DIRECTOR:	Business Development & Communications Director Ellen Huber
PRESENTER:	Business Development & Communications Director Ellen Huber
SUBJECT:	MGF Recommendation for a Revised Property Tax Exemption Policy for New & Expanding Businesses

---

STATEMENT/PURPOSE: To consider Mandan Growth Fund Committee recommendations for revisions to the City of Mandan's Commercial Property Tax Exemption Policy and Guidelines.

BACKGROUND/ALTERNATIVES: The Mandan City Commission and Mandan Growth Fund (MGF) committee met in joint working sessions Sept. 18 and Sept. 27 to examine the existing policy. After achieving informal consensus on a policy outlining exemptions in three tiers and agreeing to remove any exemption for multi-family housing from the purview of the MGF, a working subgroup was assigned to further identify criteria for the various levels of exemption. This subgroup consisted of Commissioner Mike Braun and MGF members Mark Weide and Mike Schaff. Staff liaisons included Administrator Jim Neubauer, Business Development Director Huber, Attorney Malcolm Brown along with Richard Mower of the Bismarck Mandan Development Association and Brent Ekstrom of the Lewis and Clark Regional Development Council.

The subgroup met Oct. 11 and agreed to the following measurable and objective criteria for the three tiers of exemption:

- Jobs creation as measured by the number of jobs.
- Job quality as measured by average hourly wages and benefits
- Increased local use taxes including sales, restaurant and lodging, and hotel occupancy taxes
- Filling a gap in the community or region's market profile as determined by market data which shows that demand exceeds supply, or in accordance with a list of targeted businesses identified as a need in the community, generally based on a 2008 household survey of retail preferences.

More subjective criteria are retained within the proposed policy as other factors for consideration, particularly if deliberating on whether a project merits an exemption or when debating between two levels.

Proposed new limitations indicate:

1) Projects involving relocation of an existing business from another N.D. community to Mandan will not generally receive an incentive unless the business is expanding in some capacity, and
2) Jobs must be based at the project location to apply toward the jobs creation thresholds. Out-of-town or traveling jobs stemming from the project location may be awarded partial credit in situations where permanent local residency of employees is likely.

A portion of the existing policy is deleted in the proposal. It addressed a potential transfer of an exemption to a new building.

The portion of the policy addressing payment in lieu of taxes (PILOT) was revised to indicate that this extended form of partial exemption would only be considered by the City Commission and in rare circumstances involving extraordinary public benefit.

The clawback provision of the policy is strengthened to indicate that if a project fails to deliver on public benefits that were the basis for approval of an exemption, or any other requirements including timely reporting, the City Commission may revoke the exemption and/or require that all or part of the exemption be paid back.

Because the proposed revisions to the property tax exemption policy rely on additional criteria not address in the state exemption application form, a supplemental application form is proposed. Additionally, a set of instructions and outline of procedures is recommended for implementation.

Because it's recommended that any applications for exemptions for multi-family housing be dealt with directly by the City Commission, any policy in this regard may need to be addressed separately or at a future date.

The MGF met Nov. 15 to review proposed changes and recommended the revised policy for approval. An item missed at the meeting, suggested by MGF member Schaff, was a suggestion to also consider under tier 3 a project that provides at least 2 of the tier 2 benefits.

The Commission tabled the property tax exemption proposal at its Dec. 4, 2012, meeting. The only change to the proposal since then is a reformatting of the way the significant measurable criteria are presented in association with the three tiers of exemption. The

purpose of the reformatting was to communicate the information in a more understandable and concise manner.

The instructions and procedures document and supplemental application form were modified to include a notice about the automatic door requirement for any business that receives public assistance. This information is included to be sure applicants are aware of their obligation.

ATTACHMENTS:
1) Property tax exemption policy – fall 2012 proposal
2) Instructions & Procedures
3) Supplemental exemption application

FISCAL IMPACT: The proposed policy generally tightens the qualifications for property tax exemption and should result in an overall reduction of levels of exemption provided to new and expanding businesses while retaining the full authority allowed by state law for projects providing substantial public benefits.

STAFF IMPACT: More staff time will be needed to review applications for thoroughness and accuracy and for follow-up to assure accountability and compliance.

LEGAL REVIEW: Attorney Brown has reviewed all proposed documents.

RECOMMENDATION: The MGF voted to recommend approval of the revised commercial property tax exemption policy as presented.

SUGGESTED MOTION: I move to approve the revised commercial property tax exemption policy, supplemental application and procedural guidelines with an effective date of Jan. 1, 2013.

You may wish to consider a modification suggested by an MGF member to provide qualification under tier 3 for a project that provides at least 2 of the tier 2 benefits.

Adopted by the City Commission - February 15, 2011
Revised June 5, 2012
Proposed Changes Fall 2012

CITY OF MANDAN
COMMERCIAL PROPERTY TAX EXEMPTION
POLICY AND GUIDELINES

The City of Mandan is committed to high quality development in all parts of the city, to growing its commercial property base and to the improvement of the quality of life for its citizens through enhanced employment opportunities, reduced property taxes, increased sales and use tax revenues, and better access to needed products and services. To help meet these goals, the City Commission has adopted guidelines and criteria for granting business incentives. Applications are subject to the review and approval by the Mandan Growth Fund Committee and, ultimately, the Mandan City Commission.

Businesses that are primarily industrial, commercial, retail or service are eligible for property tax incentives for new and expanding businesses if they meet state requirements (NDCC 40.57.1).

It is the policy of the City to provide business incentives for the purpose of attracting new business and industry to the City and to encourage expansion and modernization of existing business facilities. The City will generally consider a property tax exemption only for business facilities and/or properties that provide one or more measureable public benefits.

The criteria outlined in this document are guidelines only. Each application will be evaluated on its own merits and is subject to the review and approval by the Mandan City Commission. The criteria are to be reviewed and updated at least annually and may be modified at any time to assure that the criteria address current priorities and needs.

CRITERIA FOR THREE LEVELS OF EXEMPTION

SIGNIFICANT MEASURABLE BENEFITS				
JOBS CREATION	**JOB QUALITY**	**INCREASED LOCAL USE TAXES[3]**	**FILLING MARKET GAPS[4]** *Project may qualify under either A or B*	
Numbers of Jobs[1]	**Wages & Benefits[2]**	• **1%Sales** • **1% Restaurant & lodging** • **2% hotel occupancy**	**A - Validated market demand exceeds supply**	**B - Targeted business** • **Retail/Services (1st to build)** ✓ **Hardware/home improvement** ✓ **Clothing, shoe or department store** ✓ **Dry cleaning** ✓ **Movie theater** ✓ **Full-service car wash** • **Restaurants** • **Hotels**
BASE LEVEL/TIER 1 — 100% exemption for 2 years *Project should provide at least 1 of the significant, measureable benefits listed below.*				
Minimum 3 FTEs	Minimum $9/hr, $18,720/yr or 30% of median household income	$5,000 to $10,000 in local use tax collections	Generates $500,000 to $1 million annual sales	• Retail/Services – Under 5,000 sf • Restaurants – fast food (counter service or drive-up only) • Hotels – minimum 20 rooms, investment of $45,000/rm construction cost, no amenities
INTERMEDIATE LEVEL/TIER 2 — Exemption of 100% for 2 years, 75% year 3, 50% year 4, 25% year 5 *Project should provide: 1) at least 2 of the tier 1 benefits listed above, OR 2) at least 1 of the tier 2 benefits listed below*				
Minimum 3 FTEs, PLUS an additional FTE for each $100,000 in structural value subject to exemption	Minimum $20.35/hr, $42,326/yr or 70% of median household income	$10,001 to $100,000 in local use taxes	Generates $1 million to $10 million in annual sales	• Retail/Services – 5,000 to 10,000 sf • Restaurants – limited service (order w/ cashier, food brought to table) • Hotels – 21 to 40 rooms, $60,000/rm construction cost, meeting room
TOP LEVEL/TIER 3 — 100% exemption for 5 years *Project should provide: 1) at least 3 of the tier 1 benefits listed above, OR 2) at least 1 of the tier 3 benefits listed below, OR 3) Be a primary sector business[5]*				
Minimum 3 FTEs, PLUS an additional 2 FTEs for each $100,000 in structural value subject to exemption	Minimum $29.07/hr, $60,466/yr or 100% of median household income	$100,001+ in local use taxes	Generates $10 million or more in annual sales	• Retail/Services – 10,000+ sf • Restaurants – full service – (table side service) • Hotels – 40+ rooms, $75,000/rm construction cost; meeting rooms and pool or convention center

1. Numbers of Jobs — By first anniversary of certificate of occupancy for owner occupied projects (or first anniversary of occupancy for lease projects)
2. Wages & Benefits — Based on 2011 City of Mandan average household income estimated at $60,466. Employee benefits including retirement and insurance contributions may be quantified on an hourly basis and applied toward the threshold. Applicant, if approved, shall be required to submit annual payroll report.
3. Local Use Taxes — Applicant, if approved, shall be required to submit annual sale tax report.
4. Filling Market Gaps — A) Based on Nielsen Claritas, ESRI or other market data for Morton County. Community surveys may also be considered. Applicant, if approved, shall be required to submit annual sale tax report. B) Based on 2008 City of Mandan household survey of retail preferences.
5. Primary Sector Business — Through the employment of knowledge or labor, the business adds value to a product, process ,or service that results in the creation of new wealth. The term includes tourism but does not include production agriculture.

The Board of Commissioners may waive any of these requirements if they deem a business should receive additional incentives because of its benefits to the community.

OTHER POTENTIAL IMPACTS (POSITIVE AND NEGATIVE)

- Diversification of economic base (an industry not represented or under-represented in our business community)
- Ability of the project to attract people from other communities
  - Radius of draw for customers and frequency of patronage (often an inverse relationship with the market area increasing as the frequency decreases)
  - Uniqueness of business
  - Breadth of customer base
- Synergies with existing businesses in the community
  - Enhancing an industry sector that is a base of the local economy
  - Filling a gap in the supply chain for a core industry or business sector
  - Providing a product or service needed by other businesses in the region
- Growth potential of company and industry and potential spin-off benefits
- Adding value to local resources
- Making use of an underutilized asset (either facilities or land)
- Economic impact through increased construction activity, equipment purchases, additional product purchases, additional work activity, immediate and projected increases in property values, and impact on future tax collections.
- Impact on city services
  - Can the company be accommodated within existing service levels, or will additional capacity be needed?
  - Is the company locating where better use of existing services will take place or further the development plans of the City?
- Fostering entrepreneurism (boosting the economic feasibility of the project)

ADDITIONAL LIMITATIONS AND STANDARDS

- A new or expanded business in the community must not gain unfair advantage with existing competitors through use of the exemption. Applicant should be prepared to demonstrate that an unfair advantage is not gained over any possible existing competitor for the amount of exemption received.

- Property tax incentives must be approved prior to the start of construction.

- Projects that are primarily warehousing (for the storage of goods, raw materials or commodities) would not receive an incentive unless the owner proves need or provides other information to justify the exemption.

- Projects involving relocation of an existing business from another N.D. community to Mandan will not generally receive an incentive unless the business is expanding in some manner such as square footage, number of employees, or scope of products and services.

- Jobs created in the 12 months prior to the date of application may be considered toward meeting job creation thresholds as indicated in the criteria.

- Jobs must be based at the project location to apply toward the jobs creation thresholds. Out-of-town or traveling jobs stemming from the project location may be awarded partial credit in situations where permanent local residency of employees is likely.

- Annual reports — By February 15 of each year, the recipient of the exemption will file an annual employment verification report with the Bismarck – Mandan Development Association.

- An exemption that has been granted will be considered lapsed and invalid if construction has not begun in one year and completed in two years. Notice will be sent to the project operator 90 days prior to the exemption lapsing.

Improvements to Commercial

NDCC 57-02.02 allows exemptions for property renovations, remodeling, alterations, and additions. A property tax exemption is available for all improvements to commercial buildings or structures. The value of qualifying improvements is exempt. The last assessment on the building or structure prior to commencement of the improvements remains for the duration of the exemption period, unless equalization or revaluation of building values is necessary. The exemption does not apply to land values, which may be changed whenever justified. The exemption is valid for the prescribed period and does not terminate upon the sale or exchange of the property. It is transferable to subsequent owners.

Payments in Lieu of Taxes

The City of Mandan may consider up to a five-year payment in lieu of tax (PILOT) in years 6-10 for a new or expanded business whereby a project may be required to pay only an approved percentage of taxes that would otherwise be due. This incentive is generally used only in rare circumstances for projects of extraordinary public benefit. Such requests shall be considered directly by the City Commission.

Sale to Non-Profit

If a property receiving a tax exemption is sold or in any way transferred within a period of time equal to 2.5 times the length of the exemption to an entity exempt from property tax, the property owner will be required to pay back all tax revenue given as part of the exemption.

Non-profits may be asked to make payments in lieu of taxes for essential services.

Other Clawback Provisions

If the project fails to deliver on public benefits that were the basis for approval of an exemption, or any other requirements including timely reporting, the City Commission may revoke the exemption and/or require that all or part of the exemption be paid back.

Proposed

APPLICATION FOR PROPERTY TAX INCENTIVES
FOR NEW OR EXPANDING BUSINESSES

City of Mandan Application and Procedural Instructions

Application Instructions

North Dakota Century Code ch. 40-57.1 provides incentives in the form of property tax exemptions, payments in lieu of taxes, or a combination of both to a qualifying business. The incentives may be granted at the discretion of the city or county in which the property is located, to any new or expanded revenue-producing project. Buildings, structures or improvements used in the operation of the project may qualify. Land does not qualify for the exemption.

To apply for projects within the City of Mandan, a helpful first step is to contact City of Mandan Business Development and Communication Office to arrange a meeting or conference call to discuss your project and receive information regarding exemption requirements and guidelines, application forms, and the review and approval process. The City of Mandan Business Development and Communication Office is located at Mandan City Hall, 205 Second Avenue NW, Mandan, ND 58554, phone 701-667-3485.

Recommended next steps are as follows:

1. Review N.D. Tax Department Guidelines — Property Tax Incentives for New or Expanding Businesses
2. Review the City of Mandan's Commercial Property Tax Exemption Policy and Guidelines
3. Complete application forms and submit to the City Assessing and Building Inspection Department, Mandan City Hall, 205 Second Avenue NW, Mandan, ND 58554. If you would like assistance filling out the application or need additional information, call 701-667-3230.
    a. N.D. Tax Department Form — "Application For Property Tax Incentives For New or Expanding Businesses
        i. Helpful Notes:
            - Question 16 — The City of Mandan's mill levy for 2012 is 403.38 mills, which for section 16e translates into 0.40338
            - Question 20 — Include projected property taxes in your projected annual expenses.
    b. City of Mandan Commercial Property Tax Exemption Supplemental Application

Application Review Procedures

1. Applicants are advised to file their forms at least 45 days prior to their desired construction start date.

2. When an application is received, Assessing Department staff will assist with the scheduling of a public hearing during a meeting of the Mandan City Commission, which typically meets the first and third Tuesday of the month at 5:30 p.m. at City Hall. Staff will also assist with the placement of the legal advertisement in the *Mandan News* (published Fridays, deadline Monday) as required by state law:

    The project operator publishes two notices to competitors of hearing on the application. The notices are published in the official newspaper of the city or county at least one week apart. The last notice must be published at least 15

days, but not more than 30 days, before the city or county considers the application. For example, notices published one week apart on May 1 and May 8 would be appropriate for a hearing scheduled any time between May 23 and June 7. An affidavit of publication is presented to the governing body prior to the hearing as proof of publication. Publication of notices is not required if the municipality determines that project competitors do not exist in the municipality.

3. Assessing Department staff will provide a copy of the application to the City Administrator and the Business Development and Communications Office to schedule for review and consideration by the Mandan Growth Fund Committee, a nine-person committee generally comprised of businesses people from within the community.

4. Assessing Department staff will also provide a copy of the application to designated representatives of the Morton County Commission, Mandan School Board and Mandan Park Board.

5. The Mandan Growth Fund Committee will meet, typically at least 5 days prior to the public hearing date before the Mandan City Commission, to review the application and consider a recommendation to the Mandan City Commission. Applicants are encouraged to have a representative attend the meeting or alternatively participate via conference call. Committee members will likely ask questions of the applicant to obtain more information regarding the benefit of the project to the community and to clarify items on the application. The meeting is open to the public.

6. The Mandan City Commission will conduct a public hearing (as scheduled in accordance with state law) to receive comment on the application. The applicant is encouraged to have a representative in attendance. The applicant may address the Commission during the public hearing to summarize the project and may also be called upon to answer questions. The Mandan Growth Fund Committee's recommendation regarding the application will be presented to the Mandan City Commission for consideration after the closure of the public hearing.

Follow-up Requirements

Recipients of exemptions, once implemented, must file an annual employment verification report with the Bismarck-Mandan Development Association for as many years as the exemption lasts. Applicants will be required to enter into a jobs verification agreement prior to implementation of the exemption.

Applicants may be held to other performance-based requirements and asked to enter into other clawback agreements, with reporting as necessary, as recommended by the Mandan Growth Fund Committee and approved by the Mandan City Commission.

After application approval, an applicant may begin project construction.

Automatic Door Requirement

Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that stipulates, "Every building open to public use that has received the benefit of public funds from the City of Mandan shall provide for the installation of an automatic door for at least one main

entrance to the building." Now a part of Mandan Municipal Code 14-02-15, any property receiving a property tax exemption for new and expanding businesses since Nov. 14, 2008, is subject to the requirement.

The ordinance applies to buildings or businesses that are used for the purposes described in the following sections of 21-03-07 of the Mandan Municipal Code: Retail Group A; Retail Group B; Service Group A; Office Bank Group; Commercial Recreation Group; Health Medical Group and Education Group.

In the event it is determined by the City that a business or building has received public funds and has not complied with the ordinance, the City may revoke or rescind the granting of or receipt of the public funds or take such further action as may be necessary to insure compliance with the ordinance.

Proposed

APPLICATION FOR PROPERTY TAX INCENTIVES
FOR NEW OR EXPANDING BUSINESSES

City of Mandan Supplemental Application

Name of project operator _____

Address of project _____

Based on the City of Mandan's commercial property tax exemption policy and guidelines (see separate document), please indicate the level of exemption being sought.

Level of Exemption

☐ Tier 1 — 100% exemption for 2 years
☐ Tier 2 — 100% exemption years 1-2, 75% year 3, 50% year 4, and 25% year 5
☐ Tier 3 — 100% exemption for 5 years

Please indicate all significant public benefits to be provided by the subject project. These are the factors that should serve as the basis for your request. Please check all that apply and please be sure that you provide justification for each claimed benefit through information provided in the "Application for Property Tax Incentives For New and Expanding Businesses" and through this supplemental form. Attach additional sheets and information as needed. If a question is not applicable to the subject project, please indicate such with an "n/a" in the blank.

Public Benefits

☐ Creation and retention of job opportunities within the community (factors to be considered include numbers of jobs, average wages and benefits)
☐ Increased local use taxes (sales, hotel and restaurant, or occupancy)
☐ Filling a gap in the community or region's retail market profile (based on Nielsen Claritas or other published market data)
☐ Diversification of economic base
☐ Ability of the project to attract people from other communities (typically for destination purchases for services)
☐ Synergies with existing businesses in the community (Examples: enhancing an industry sector important to the local economy, filling a gap in the supply chain for a core industry or business sector, providing a product or service needed by other businesses in the region)
☐ Growth potential of company and industry and potential spin-off benefits
☐ Adding value to local resources
☐ Making use of an underutilized asset (either facilities or land)

Project Development

Please describe the overall impact of the expansion, relocation, additional location or new business on the City of Mandan and the surrounding economic base. Please note any necessary investment beyond the building in site or infrastructure improvements.

Current assessed land value per square foot: _____

Cost of land (if purchased as part of this project) per square foot: _____

Estimated added land value (per square foot): _____

Estimated annual end-of-the year inventory: _____

Sites being considered: _____

Is this business relocating from another North Dakota site? _____

If yes …

Where is the business relocating from? _____

Please explain the reason for the relocation including details of any expansion in square footage, employment, products or service offerings: _____

_____

Employment

Total number of permanent employees in full-time equivalents: _____

Total number of permanent employees estimated to live within 50 miles of proposed site: _____

Hourly wage range by key positions or categories of positions _____

_____

Please describe the benefits offered to employees (retirement, health insurance, dental, etc.) and the eligibility requirements for participation. Indicate value of benefits on an hourly basis.

_____

_____

Impact on Local Use Taxes

Estimated value of annual purchases for project location _____

Percentage of purchases for project location subject to local sales or use tax _____

Estimated value of annual sales to be generated from project location _____

Percentage of sales subject to local sales or use tax _____

Market Context (for retail-oriented businesses only)

General retail category (check category that best applies)

☐ Motor Vehicle & Parts Dealers
☐ Furniture & Home Furnishing Stores
☐ Electronics & Appliance Stores
☐ Building Materials & Garden Equipment
☐ Food and Beverage Stores
☐ Health & Personal Care Stores
☐ Gas Stations
☐ Clothing & Accessories
☐ Sporting Goods, Hobby, Book, Music Stores
☐ General Merchandise Stores
☐ Foodservice and Drinking Places
☐ Miscellaneous (please indicate) _____

Please use Nielsen Claritas, ESRI or Buxton market analyses as references for the following:

Estimated consumer expenditures in city or county _____

Estimated retail sales in city of county _____

Estimated surplus or gap _____

Importance of Incentive (use a separate sheet as needed)

Please describe why an incentive is necessary for the success of this project and how the improvements will benefit the property at the conclusion of the abatement.

Future Expansion Plans (use a separate sheet as needed)
Please describe any plans for future expansion beyond the initial development. Describe investments and employment associated with those plans on a year-to-year basis.

I _____ do hereby certify that the answers to the questions above and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

I further agree that I have read the requirement for installation of an automatic door per Mandan Municipal Code 14-02-15 if the building project that is subject of this application is approved for a property tax exemption and if the building is used for a purpose described in the following sections of 21-03-07 of the Mandan Municipal Code: Retail Group A; Retail Group B; Service Group A; Office Bank Group; Commercial Recreation Group; Health Medical Group and Education Group.

_____	_____	_____
Signature	Title	Date

New Business No. 1

Corporation Liquor License Application

1. Type of License:

Liquor On-Sale____ Off-Sale____ Class: A B C D D1 E F WB MP DY (Circle One)

Beer On-Sale____ Off-Sale X Class: A B C D (D1) E F WB MP DY

2. Duration of License: Annual: (July 1, _____ to June 30, _____)
Part of Year from: Jan 1, 20 13 To Jun 30, 20 13

3. Name of Business Establishment at which license will be used: RED CARPET

4. Corporate Identification Information: Please complete all of the following:

a. Name of Corporation: RED CARPET CARWASH INC.

b. Date of Incorporation: Sept. 18, 1998

c. State of Incorporation: ND

d. Amount of Authorized Capital Stock: _____

e. Amount of Paid Capital: 100 %

f. If, subsidiary, Name of Parent Corporation: ——

g. Purpose of Incorporation: Gas Sales

5. Description of Licensed Premises: Address: 2901 Memorial Hwy MANDAN

Legal Description: (Lot & Block): Lots 1,2,3, Blk 1 Ramblewood Comm. Park
(Also Submit on an attached page a Diagram of the physical layout of the licenses premises including, A minimum: doors, storage areas, & areas where liquor/beer is purchased and consumed.)

6. List Names, Current Addresses, and Dates of Birth, ages & citizenship of all the Officers, Directors, Managers, Agents, and all Persons Holding 1% or more of the Capital Stock in the Corporation. (Note: Separate Notarized List of each individual's Name, Social Security Number and Addresses for last 5 years is required, the Privacy of which will be maintained by City but is required for Background Check:

DAVID Wannenberg,
Monica Wannenberg,
Timothy Wannenberg,

7. List Names, Current Addresses, Dates of Birth, ages & citizenship of All Persons Who will have charge, management or control of the establishment for which the license is requested. (Note: Separate Notarized List of each individual's Name, Social Security Number and Addresses for last 5 years is Required, the Privacy of which will be maintained by City but is required for Background Check:

DAVID Wannenberg
Monica Wannenberg

8. Name of Individual who is to be in Charge of the Day-to-Day Operations and management of the licensed premises: and will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises:
Name: DAVID Wonzenberg Address: 3100 46th AVE SE

City: MANDAN State: ND Age: _ DOB: _ Citizenship: _____

If naturalized, give date and Place of Naturalization: _____

List all Other Places of Residence within last 5 Years: _____
708 Juniper DR
BISMARCK, ND 58501

9. List the occupations and employers of each of the individuals listed in answer to questions 6, 7 and 8 during the last 5 years. (Use a separate page to answer this question).

10. Ownership/Lease: If licensed premises is owned by Applicant, provide date of purchase. 12/1/2012
(If licensed premises is leased, attach copy of executed and dated Lease.)

11. Does Applicant certify that all property taxes have been paid to date on the licenses premises?
Yes X No _____

12. Have any of the individuals identified in answer to Questions 6, 7, and 8 ever engaged in the sale or distribution of alcoholic beverages (as an owner, manager, or employee) at a location other than in the City of Mandan at any time prior to this application. Yes: _____ No: X (If yes, explain in detail on a separate page location, type of business and dates of license or employment).

13. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever had a license of any kind (including alcoholic beverage license, other business licenses or motor vehicle license) suspended, revoked or non-renewed by any political subdivision, state or federal agency. Yes:_____No: X (If yes, explain in detail on a separate page)

14. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever been convicted of a violation of any law of the United States, or of any state or political subdivision, other than minor traffic violations, (but including reckless driving or driving under the influence). Yes _____No X
(If yes, explain the violation in detail on a separate page.)

15. Do any of the individuals named in answer to questions 5, 6 or 7 have any interest whatsoever in any other liquor establishment, either at wholesale or retail, within or without the state of North Dakota. (The interest which must disclose also includes a right of inheritance by law or by will). Yes_____No X
If, yes please explain in detail on a separate page.

16. Does anyone other than the Corporation applying for this alcoholic beverage license or the business owing the premises have any right, estate, or interest in the lease hold, building, or furniture, fixtures or equipment, in the premises for which the license is requested. Yes_____No X (If yes, explain in detail on a separate page).

17. Does the Corporation applying for this alcoholic beverage license have any agreement, contract, understanding or intention to have any agreement, contract or understanding, with any person, partnership, or corporation to obtain for any other person, partnership or corporation, or to transfer to any other person, partnership or corporation the license for which this applications is made or to obtain for any other person, partnership or corporation, for any other purpose other than for the specified use of the applicant. Yes _____ No X (If yes, explain in detail on a separate page).

18. Does the Corporation applying for this license or the person, partnership or corporation owing the premises named herein, engage in any business other than that for which the license is sought or intending to engage in any business other than for the sale of alcoholic beverages under the license for which this application is made. Yes: _____ No: X (If yes, explain, in detail on a separate page giving the type of business and identification of any and all owners.)

19. List the names and addresses of all officers, directors, and stockholders of the Corporation who are engaged or employed in a capacity in the conduct or operation of the business at which the alcoholic beverage license is to be used.

DAVID Wonnenberg
3100 46th AVE SE
MANDAN, ND 58554

20. The corporation must have a valid Certificate of authority issued by the North Dakota Secretary of state and a valid Alcoholic Beverage License issued by the ND Attorney General's Office. (A copy of the Certificate of Authority and ND Alcoholic Beverage License must be attached hereto.)

21. List the names, addresses of at least 3 business references.

Core-Mark
Wells Fargo
Coca-Cola

22. Does the building or structure in which the business is to be conducted meet all applicable state and local building, health and zoning regulations and requirements? Yes X No ___ (Applicant must attach certifications of compliance from each state and/or local agency or department responsible for building, health and zoning regulations.)

23. List all the names of individuals who are authorized to make purchases for the business at which the license is to be used and located.

DAVID Wonnenberg

(Note: These individuals must submit their names, current address and social security numbers on the forms which will protect there rights of privacy, but allow the appropriate police department background checks to be done. If not attached, the application will be deemed incomplete.)

24. List the names of all individuals who are authorized to sign checks used to pay the payroll and expense bills of the business at which the license is to be used.

DAVID Wonnenberg
Monica Wonnenberg

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

Affidavit of Application Completeness and Accuracy,
Sworn Statement of Conditions of Licensure,
and Agreement to Right of Entry of City Personnel

I, David Wonnenberg, having been sworn and under oath, state that I am a duly authorized officer or director, namely _____, of the above named corporation which hereby applies for the above referenced alcoholic beverage license in the City of Mandan, and I do hereby certify that the above information is true and correct to the best of my knowledge and beliefs.

I do further certify that said corporation and its officers, directors and employees will abide by the provisions of Chapter 12-01, 12-02 and 12-03 of the Mandan Code of Ordinances and any amendments

thereto, as well as al applicable laws of the State of North Dakota, and the United States Government and that said Corporation, its officers, directors and employees will not permit the violation of any law, rule or regulation on the premises at which the license is authorized. I further certify that the corporation, its officers and directors acknowledge that this license will only authorize the retail sale of liquor, including beer, wine and other spirits as defined by the North Dakota Century Code, at the premises designated in this application and depicted on the attached diagram.

I do further certify and affirm on behalf of the corporation, its officers, directors and employees that the corporation will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, or anyone who is under the influence or an habitual drunkard and that I will accept any penalty including, suspension or revocation of license for any violation of said prohibited sales.

I do further certify and affirm that the applicant corporation, its officers and directors understand and acknowledge that any license granted under this application confers no property right to the applicant or licensee, and that said license will not be transferable except by specific authority o f the Mandan Board of City Commissioners.

I do further certify and affirm that the applicant corporation, its officers, directors and employees do hereby consent to the entry of any city official (including administrative, building, zoning health and fir officials) and its police officers upon the premises described herein at any hour of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this applicant relating to the operation of the premises, and purchase and sale of alcoholic beverages. I further certify and affirm that the corporation, its officers, directors and employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of a search warrant, and the Applicant does hereby agree that such immunities shall never be claimed by them, and that such entry, inspection, search and seizure may be made at any time without a search warrant, which waiver of rights is acknowledged to be a condition of licensure.

Dated at Mandan, North Dakota, on this 7th day of December, 2012

By: David Z. Wanzenberg
Its:

Attest:

By: _____
Its:

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

I Kari Motl, being first duly sworn, deposes and says that he/she is the individual who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions and agreement of right to entry by city personnel, that he/she has read each question and statement contained therein and knows the contents thereof to be true and accurate, and that he/she has furnished the answers set forth in said application, and that each one of said answers is true to the best of this knowledge.

Subscribed and sworn to before me on this 7th day of December, 2012.

(Notary Seal) KARI MOTL
Notary Public
State of North Dakota
My Commission Expires March 5, 2015

Kari Motl

HEART RIVER PARTNERS LLP

2901 MEMORIAL HIGHWAY
MANDAN, ND 58554

December 7, 2012

City of Mandan
205 Second Avenue, NW
Mandan. ND 58554

Re: Class D Alcohol License held by Heart River Partners LLP dba Dakota Express

Dear Sir or Madam:

Please be advised that we are transferring the Class D Alcoholic Beverage License currently held by our company to Red Carpet Car Wash, Inc.

If you have any questions or need any documentation from us please contact us.

Sincerely,

Jim Allen, Partner

New Business No. 2

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 18, 2012
PREPARATION DATE: December 12, 2012
SUBMITTING DEPARTMENT: Assessing/Bldg Inspections
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Recommendation of Stephanie Smith to MARC

STATEMENT/PURPOSE: To consider the recommendation of Stephanie Smith to the Mandan Architectural Review Commission (MARC) for a three year term, commencing as of January 1, 2013.

BACKGROUND/ALTERNATIVES: The Mandan Architectural Review Commission (MARC) consists of nine members who are Robert Vayda, Rick Zander, Joe Lukach, Gerome Gangl, Leonard Bullinger, Jason Krebsbach, Richard Barta, Kim Fettig, and Steve Nardello. There is currently one position up for appointment. In order to solicit interested parties, announcements were placed in the Mandan News and The Bismarck Tribune in November 2012 and also posted on the City of Mandan's website.

Three letters of interest were received. The Mandan Architectural Review Commission (MARC) interviewed all three applicants. The names of the three applicants were Stephanie Smith, Kevin Magstadt, and Jesse Sailer.

ATTACHMENTS: Letter of interest from recommended applicant, Stephanie Smith.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the recommended applicant, Stephanie Smith, to MARC.

SUGGESTED MOTION: We, the Mandan Architectural Review Commission (MARC), recommend approval of the appointment of Stephanie Smith for a three year term commencing as of January 1, 2013.

Mandan Architectural Review Commission
City of Mandan
205 Second Avenue NW
Mandan, ND 58554

To Whom It May Concern:

I am very excited to hear of the opening for a position on the Mandan Architectural Review Commission. I have been looking for a way to get involved with the community of Mandan and this seems to be the perfect fit. Being from western North Dakota originally, it's great to see so much development going on in all of our communities. I believe that organizations such as the MARC are such key factors in holding that development to a higher standard, creating growth with a more unified design aesthetic.

I am a resident of Mandan, currently working as a project designer for JLG Architects and am in the process of becoming a licensed Architect. Prior to JLG Architects, I worked for FM Group, an architectural firm in Scottsdale, AZ. My husband and I moved back to the area recently and are eager to get involved with organizations such as the MARC. I am currently serving as a board member for USGBC – North Dakota and am a member of the American Institute of Architects. I have worked on both commercial and multi-family housing projects in North Dakota, Minnesota and Arizona. I have also worked alongside JLG's Landscape Architect on downtown masterplans, campus masterplans, walking path and streetscape designs. As a resident of Mandan I take pride in the development of the city and would love for the opportunity to serve as a member of the MARC.

I thank you for your consideration and look forward to hearing from you!

Sincerely,

Stephanie A. Smith

Stephanie Smith
701.590.1732
ssmith@jlgarchitects.com

New Business No. 3

CITY OF MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 14, 2012
SUBMITTING DEPARTMENT:	Administration
DEPARTMENT DIRECTOR:	Jim Neubauer, City Administrator
PRESENTER:	Jim Neubauer, City Administrator
SUBJECT:	Comprehensive Plan Contract

STATEMENT/PURPOSE: To consider entering into contract with Stantec Consulting Inc for a comprehensive plan for the City of Mandan and Mandan Park District

BACKGROUND/ALTERNATIVES: The Board of City Commissioners approved issuing a request for proposals for a comprehensive plan on May 15, 2012. We received four proposals in August 2012. The four proposals were reviewed and ranked by the following individuals:

- Mandan Parks & Rec Director, Cole Higlin and Commissioner Wanda Knoll
- City Commissioner, Dennis Rohr (Planning & Engineering Portfolio Holder)
- City Commissioner, Dot Frank (Planning & Zoning Portfolio Holder)
- Interim Planning & Engineering Project Manager, Kim Fettig
- Planning & Zoning Commissioner, Shauna Laber

After receiving the rankings, the top two (Kadrmas Lee & Jackson and Stantec) were invited to make presentations.

November 27th, the two firms presented to the individuals listed above along with Business Development & Communications Director Huber, Public Works Director Wright and myself.

Both firms made excellent proposals to the group. The consensus of the group was to recommend entering into contract negotiations with Stantec. This consensus would fall in line with the original ratings of the proposals.

In order to perform a thorough and complete plan for the City of Mandan and Mandan Park District we anticipate a 14 month time frame.

This project will be conducted in the following phases:

1) Project Initiation, Inventory, and Data Analysis (3 Months)

   a. Deliverable: Final Background Report
2) Visioning, Goals, and Policy Development (3 Months)
   a. Deliverable: Final Vision, Goals, Objectives and Policies
3) Land Use, Growth and Alternatives (2 Months)
   a. Deliverable: Draft Land Use and System Wide Plans
   b. Deliverable: Draft Park, Trail, Open Space and Greenway Plans
4) Plan Preparation (4 Months)
   a. Deliverable: Draft Comprehensive Plan Chapters
5) Implementation & Adoption (1 Month)
   a. Deliverable: Draft Implementation Section
   b. Deliverable: Final Plans

ATTACHMENTS: Contract

FISCAL IMPACT: $100,000 is budgeted for this project from the City of Mandan along with $20,000 from the Mandan Park District.

STAFF IMPACT: Considerable staff and commission time will required

LEGAL REVIEW: City Attorney Brown has reviewed the contract and found no issues.

RECOMMENDATION: The recommendation is to enter into the proposed contract with Stantec for services related to providing a Comprehensive Plan for the City of Mandan and Mandan Park District.

SUGGESTED MOTION: I move to enter into the proposed contract with Stantec for services related to providing a Comprehensive Plan for the City of Mandan and Mandan Park District.

Stantec

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective December 11, 2012 (the "Agreement Date") by and between:

"CLIENT"

Name:	CITY OF MANDAN, NORTH DAKOTA		
Address:	205 Second Avenue NW, Mandan, ND 58554		
Phone:	(701) 667-3215	Fax:	(000) 000-0000
Representative:	Jim Neubauer, City Administrator		

"Stantec"

Name:	STANTEC CONSULTING SERVICES INC.		
Address:	2335 Highway 36 West, St. Paul, MN 55113		
Phone:	(651) 636-4600	Fax:	(651) 636-1311
Representative:	Tina Goodroad, AICP, Project Manager		

PROJECT NAME (the "PROJECT"):

Mandan Land Use and Transportation Plan

Revised 2012-06-08

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or

Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec 's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of

termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

LIMITATION OF LIABILITY: The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or $150,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without

the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

Revised 2012-06-08

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CITY OF MANDAN, NORTH DAKOTA	**STANTEC CONSULTING SERVICES INC.**
	Steve Alm, Principal
Print Name and Title	**Print Name and Title**
Per:	**Per:**
Print Name and Title	**Print Name and Title**
Per:	**Per:**

Stantec

PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

BETWEEN:

CITY OF MANDAN, NORTH DAKOTA

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE: December 11, 2012

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

Attached "Work Plan and Timeline"

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: Work will commence upon completion of an executed contract with the City of Mandan

Estimated Completion Date: January 31, 2014

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:

A lump sum of $120,000 (One hundred twenty thousand Dollars) to paid in monthly invoices submitted by Stantec based on percentage of completion of the overall project. This lump sum includes all labor costs, travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses. If any additional costs such as those above are requested and authorized by the CLIENT, they will be invoiced separately above and beyond the above lump sum amount.

PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT "A"

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Rate Table

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of $1,000,000 each occurrence and not less than $2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of $1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of $1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

Work Plan and Timeline

SCOPE OF SERVICES

We propose a five-phase process as a framework for the comprehensive planning process, working with a Planning Advisory Committee (PAC) to serve as a guide in moving the process forward. As the comprehensive plan will be reviewed by the Planning and Zoning Commission, City staff, and the Mandan Park District, we recommend that representatives from all three of these groups be included in the PAC. Our understanding is that these members will be our regular liaisons, and that we will have meetings, presentations and draft reviews with the specific groups as defined in the work plan.

Phase 1: Project Initiation, Inventory, and Data Analysis

This phase includes the initiation of the process with the Planning Advisory Committee in a public open house setting to introduce the public to the process, benefits of the comprehensive plan process, how the public can be a voice in the plan and encourage broad community involvement.

This phase also includes collecting and analyzing community inventory and profile data, base mapping, and preparing an updated community inventory of existing conditions and market research analysis report. The goal is to understand Mandan and the factors that will influence and guide the planning process. This report becomes an important tool to help set the stage for participants in the visioning process, as well as in preparing updated goals, objectives and policies.

1.1 – KICKOFF MEETING

We will meet with County staff and the Planning Advisory Committee to initiate the process and outline roles, responsibilities, and timelines for the planning process.

1.2 – DATA COLLECTION AND ANALYSIS

This step will provide baseline information that presents a concise picture of where Mandan is today. Stantec will use and review relevant information from the City; its previous planning studies, transportation and utilities; demographics and other regional, state, and federal information to portray the existing physical, social-demographic, and economic state of the City. Mapping will be used to graphically depict existing conditions.

The inventory and analysis will include land use, market overview, housing, natural resources, community facilities, sanitary sewer, water, and stormwater systems. For parks and park lands, we will review the level of service by acreage and population numbers. We will also examine the spatial layout of parks, and how various types of recreation are accessible to different areas of the City.

1.3 – BACKGROUND OF THE COMMUNITY

We will prepare a background report summarizing the collected information above. This report shall include a table of existing park features and amenities that provides both

written and a photo documentation of key park features and their condition. We will set up the table to include recommended action steps for the City (determined later in the work plan) and will provide digital files of the park information that may be used to manage improvements and maintenance.

1.4 – PLANNING ADVISORY MEETING AND JOINT MEETING OF PLANNING AND ZONING COMMISSION AND CITY COMMISSION – COMMUNITY INVENTORY AND BACKGROUND REPORT

We will facilitate a workshop with the PAC, to present the Community Inventory and Background report and collect input. After revisions are made based on input received by the PAC the report will be presented to the Planning and Zoning Commission and City Commission. We will also submit a copy to the Mandan Park District for review. The process will only move to Phase 2 once approval of the Community Inventory and Background Report has been given by the Mandan Park District, and the City Commission.

DELIVERABLE: Final Background Report

Phase 2: Visioning, Goals, and Policy Development

2.1 – PUBLIC PARTICIPATION/VISIONING SESSIONS

Public participation is central to the comprehensive planning process. Preparing a comprehensive plan is an opportunity for the entire community to come together, and discuss and provide input on where the City has been, where it is today, and most importantly, the vision that defines the quality of the community in which residents desire to live. Because neighborhoods and business areas are different and face different issues and challenges, it is important to encourage their participation in an effective manner.

Ideas generated will be voted on by participants and tallied. These responses will be summarized into vision/issue statements that will be directed toward a set of topic areas that can later be used in developing alternatives, plan policies and implementation goals, objectives and policies. These topic areas could include:

- Land use and growth management
- Redevelopment/infill
- Transportation
- Housing
- Economic development
- Community facilities
- Parks, Recreation and Trails
- Attributes unique to Mandan to preserve and enhance
- Implementation

In addition, to reach numerous residents and business owners, custom community surveys will be developed and sent to each resident. This effort will help reach people who may not participate in an open house type of meeting. This information, combined with responses from the visioning open houses, will provide vital information regarding the visions and goals individuals have for their community.

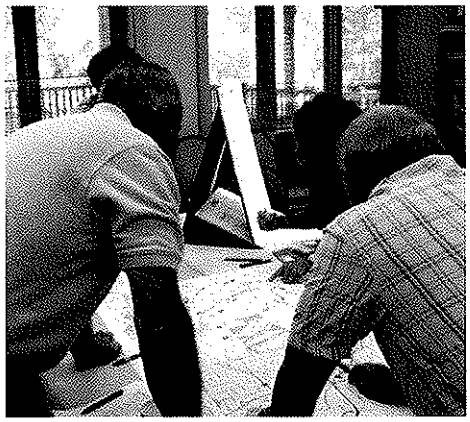
The ultimate goal of each of these options is to provide the City the flexibility to create a custom public participation and visioning process that will provide a well-rounded and wide-reaching result. A combination of efforts, full citywide and neighborhood-specific small group meetings, and focus group meetings with business and industry leaders might be the ideal combination to reach a broad spectrum of the public.

Other types of communication will also be created to assist the City in communicating with the public throughout the process. This will include project website hosting and management by Stantec with updated information, with input capabilities, on the process and local newspaper through articles and press releases and City newsletter articles about the Comprehensive Plan schedule and events.

We will hold multiple city-wide and/or neighborhood based forums, issue identification and visioning forums, focus group meetings with area businesses, industry leaders and state agencies, and distribute a community-wide survey.

OPTIONAL TASK 2.1A – MULTIPLE DAY DESIGN WORKSHOPS

If the City wishes, we may also include two or three-day design workshops involving formal and informal meetings with staff, municipal officers, the PAC and Mandan residents. This process would allow for an intensive, focused brainstorming effort where we could have longer work sessions with a wide variety of stakeholder interaction.



Capturing the community's vision is an essential part of our process.

2.2 – PREPARE VISION AND GOAL STATEMENTS

Stantec will prepare an updated vision for the future of the community and goal, objective and policy statements directed at protecting and enhancing the quality of life in Mandan. To accomplish this, we will use:

- Updated existing conditions inventory and profile data
- Previous planning studies
- Demographic and updated Census results
- Land use-existing inventory
- Market research and system analysis with growth forecasts
- Results of and input from the public participation/visioning sessions, focus group meetings and survey results

The vision and goal statements will become the foundation for the plan update.

2.3 – PLANNING ADVISORY COMMITTEE: VISION AND GOALS

Draft goal, objective and policy statements will be reviewed and approved by the Planning Advisory Committee in a Goal Café format before being presented at a Community Forum. A Goal Café is a participatory effort in which the Planning Advisory Committee breaks into smaller groups and reviews each of the draft goals and objectives statements and provides input and edits.

2.4 – COMMUNITY FORUM #2: GOALS AND POLICIES

The vision and goal statements will be presented at a Community Forum to update and encourage public buy-in. This meeting will also be used to update the public on the results of the visioning sessions, display design results, and collect additional input.

2.5 – JOINT PLANNING AND ZONING COMMISSION AND CITY COMMISSION: GOALS AND POLICIES REVIEW

The Planning and Zoning Commission and City Commission will review the vision, goals, objectives and policy statements including input from both the Planning Advisory Committee meeting and Community Forum in a joint meeting. We suggest this meeting also include the Mandan Park Board, or we will submit the final statements for their review. Before the process moves to Phase 3, approval of the vision and goal, objective and policy statements must be given by all groups.

DELIVERABLE: Final Vision, Goals, Objectives and Policies

Phase 3: Land Use, Growth, and Alternatives

3.1 – DEVELOP ALTERNATIVES

Based on the adopted vision, goals, objectives and policies, as well as input from the public, PAC, Planning and Zoning Commission, City Commission, and City staff, Stantec will prepare a set of future land use and system wide plan alternatives for the City to consider.

The effort will emphasize on new growth areas with a focused land use and market analysis to see that appropriate guidance and amount of various land uses are guided in the community including areas for future residential, industrial and commercial. The plans will also identify areas ripe for redevelopment and identify what land use may be the most successful. The preparation of small area plans for key infill redevelopment sites may be used to help communicate the renewed vision for the site(s) and market to prospective developers.

For this task we will identify areas for potential park expansion, open space preservation, and opportunities to extend the trail system and link open spaces with greenways. Our recommendations will include a park land acquisition plan to guide the City for a minimum of 10 years.

3.2 – PLANNING ADVISORY COMMITTEE- ALTERNATIVES

Stantec will facilitate a meeting with the PAC to review draft alternative plans for land use considering scenarios for future build out inside existing City limits and the defined study boundary. This study will include a range of residential land uses with associated densities to provide life-cycle housing opportunities.

The alternatives will explore appropriate amount and locations for future commercial and industrial areas and growth based on market research analyses and projections of demand. Based on results of the alternatives and input from the committee, Stantec will work with the City to review and update appropriate policy alternatives to the City's annexation policies.

Alternatives will also include integrating land use projections with recent transportation plans. This step will examine the transportation network and associated impacts of growth and provide projected estimates of new road and system improvements to serve the future development. Finally, this alternative phase will provide a review of master plans for distribution of other City infrastructure including water, wastewater and stormwater based on population and land use projections so that necessary recommendations to plan updates are made to help the City meet future development demand.

3.3 – PLANNING AND ZONING COMMISSION AND CITY COMMISSION PUBLIC MEETING: ALTERNATIVES

Stantec will facilitate a public hearing with the Planning and Zoning Commission and the City Commission to review several alternatives for future land use and system plans (i.e., water, wastewater and transportation). We will also submit a copy of the draft alternatives to the Mandan Park Board for review. The outcome of these reviews will be to receive input on draft future land use map and supporting system plans (transportation, infrastructure, parks, open space and trails) to develop the draft Comprehensive Plan.

Trail and greenway extensions and connections scored highly in the Mandan Tomorrow survey. We will work closely with the Park Board to review alternatives.

3.4 – COMMUNITY FORUM #3: ALTERNATIVES

A Community Forum will be held to present alternatives in a public open house format. These plans will be presented with the vision, goals, and objectives so a clear connection between these and the updated plans is evident. Stantec will collect input via a feedback form and summarize public input on the alternatives for presentation to the Planning and Zoning Commission and City Commission.

3.5 – ALTERNATIVE APPROVAL: PLANNING AND ZONING COMMISSION AND CITY COMMISSION

After input is synthesized, the Planning and Zoning Commission and City Commission will meet to recommend a preferred alternative for all system plans.

DELIVERABLE: Draft Land Use and System Wide Plans

3.6 –APPROVAL: MANDAN PARK BOARD

We will meet with the Mandan Park Board to select the preferred alternative for the park and trail system.

DELIVERABLE: Draft Park, Trail, Open Space and Greenway Plans

Phase 4: Plan Preparation

4.1 – DRAFT PLAN

Based on the selected future land use map and system plans selected by the City, Stantec will prepare a draft updated Comprehensive Plan for each of the chapters identified below:

- Background report—summary of issues and opportunities.
- Land use (including future land use plans, growth area boundary, staging and alternative plans for infill, redevelopment).
- Transportation plan.
- Housing.
- Comprehensive park and recreation plan, prepared as a chapter of this plan and as a standalone plan for the Mandan Park District. We will complete the analysis table to show a five-year action plan of improvements, replacements, and growth. These steps will be based on the community and stakeholder input, our examination of the current status and potential improvements, available funding for new development as well as ongoing operations, and projected growth scenarios. The park plan will have its own implementation chapter, where we will prioritize the next steps, and outline potential funding programs.
- Economic development.
- Infrastructure.
- Community facilities and services.
- Implementation.
- Review of current zoning ordinance and list of recommendations and priorities.

As part of the planning process, we will work with the City to review options for preserving space for larger parks that provide numerous amenities and options for passive and active enjoyment.

DELIVERABLE: Draft Comprehensive Plan Chapters

4.2 – REVIEW AND REVISE DRAFT PLAN

Based on City staff comments, we will revise the draft plan for presentation at the PAC, Planning and Zoning Commission, and City Commission.

4.3 – PLANNING ADVISORY COMMITTEE – DRAFT PLAN REVIEW

We will facilitate a workshop with the PAC, to review the draft plan and revise the plan based on comments received.

4.4 – PLANNING AND ZONING COMMISSION: DRAFT PLAN

We will facilitate a workshop with the Planning and Zoning Commission to review the draft plan, present input from the staff and PAC and revise the plan based on comments received.

4.5 – MANDAN PARK BOARD: DRAFT PLAN

We will facilitate a workshop with the Mandan Park Board to review the draft plan, present input from the staff, PAC, and Planning and Zoning Commission, and revise the plan based on comments received.

4.6 – REVIEW AND REVISE DRAFT PLAN

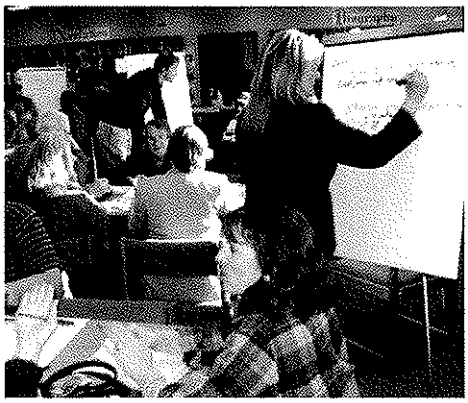
Based on PAC, Planning and Zoning Commission, and Mandan Park Board comments, we will revise the draft plan.

4.7 – PLANNING AND ZONING COMMISSION: FINAL DRAFT PLAN

We will facilitate a workshop with the Planning and Zoning Commission to review the final draft plan prior to unveiling it to the City Commission and community. We will send a copy of the final draft to the Mandan Park Board for approval.

4.8 – CITY COMMISSION: FINAL DRAFT PLAN

We will facilitate a meeting with the City Commission to review the final draft plan including a summary of input and response to input received from the staff, PAC and Planning and Zoning Commission. This meeting provides an opportunity for review by the City Commission prior to unveiling it to the community.



Stantec will bring the plan to community gatherings throughout all phases of the process.

4.9 – COMMUNITY FORUM #4: FINAL DRAFT PLAN - OPEN HOUSE

We will facilitate a Community Open House meeting where members of the community can review and discuss the draft plans and chapters. The meeting will be set up with maps, plans, chapters, and selected information arranged on boards and in PowerPoint presentations. Stantec will make a brief presentation and be available to answer questions and discuss the features of the plan. Public feedback forms will be available for the public to provide input.

4.10 – WEB-BASED PUBLIC INPUT

Stantec will provide a forum for interested members of the public to provide input on the comprehensive plan through a web survey or other internet-based tool.

Phase 5: Implementation and Adoption

5.1 – PLANNING ADVISORY COMMITTEE: FINAL PLAN

We will facilitate a workshop with the Planning Advisory Committee to review the public feedback and receive any recommended changes.

In addition, to prioritize the objectives and action steps for final preparation of the Implementation Chapter, Stantec will take this group through a "Forced Pairs" exercise to help prioritize the order of each of the objections and action strategies. The results will be summarized in an updated table within the Implementation Chapter.

DELIVERABLE: Draft Implementation Section

5.2 – MANDAN PARK BOARD: FINAL PLAN

We will present the revised public draft to the Mandan Park Board for their recommendation.

5.3 – PLANNING AND ZONING COMMISSION PUBLIC HEARING

We will present the public draft to the Planning and Zoning Commission for their recommendation.

5.4 – CITY COMMISSION MEETING: FINAL PLAN

After a recommendation from the Mandan Park Board, and the Planning and Zoning Commission, Stantec will present the final plan to the City Commission. As directed by the City Commission, necessary changes will be made to the final plan document before adoption.

5.5 – PREPARE FINAL PLAN DOCUMENT

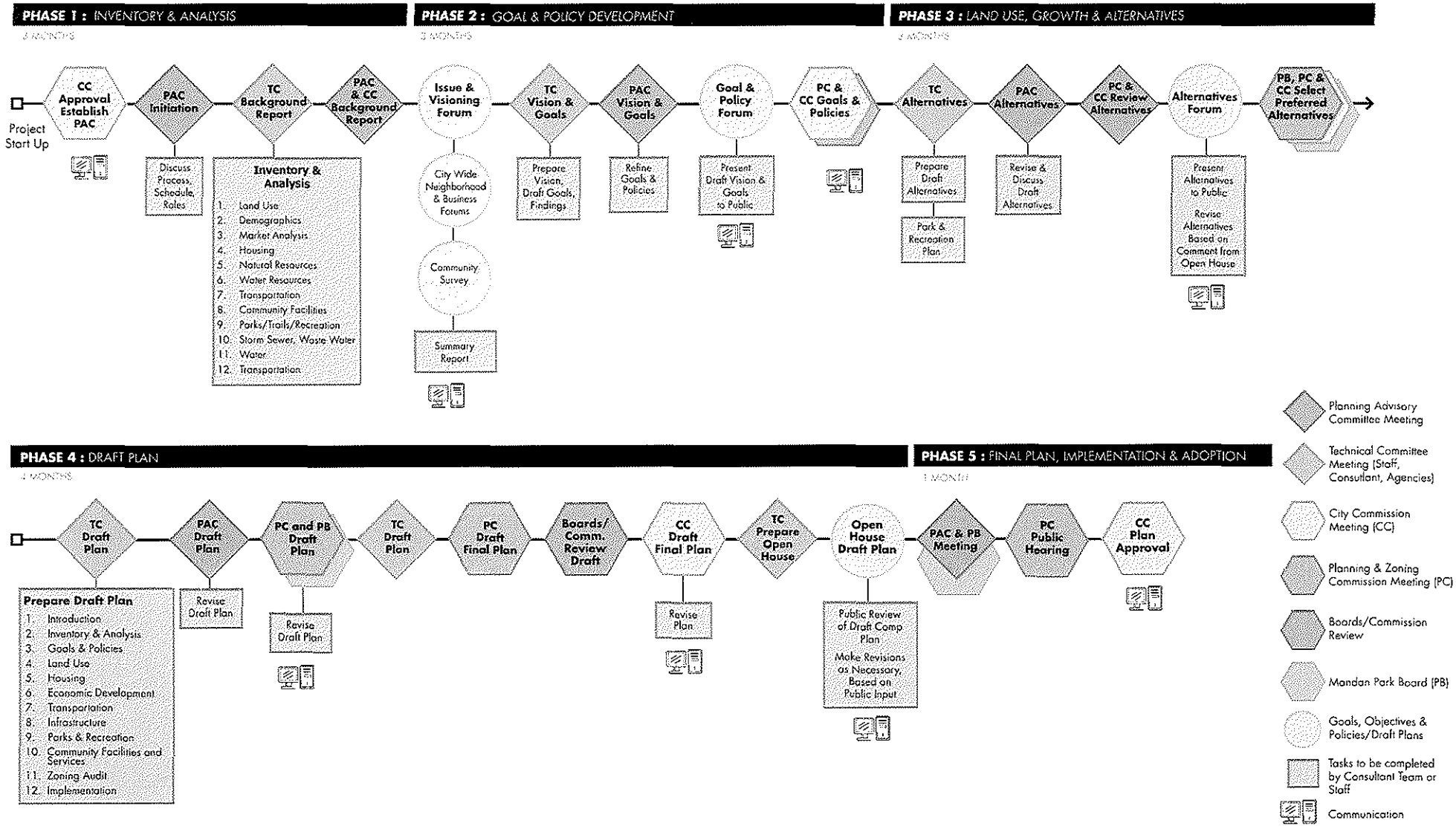
Based on the City Commission's final approval, we will prepare paper and electronic copies of the final plan.

DELIVERABLE: Final Plans

WORK PROGRAM AND SCHEDULE

The diagram on the following page illustrates the planning process we propose for the City of Mandan. It reflects the five phases described above and notes key work tasks and meetings throughout the process. These meetings are color coded to easily discern progress through the Planning Advisory Committee, Community Meetings, Park Board Meetings, Planning and Zoning Commission Meetings, and City Commission Meetings.

We have proposed a schedule that we believe is reasonable and appropriate for work described. Stantec is committed to working with the City of Mandan to determine a schedule that meets the City's needs.


PHASE 1 : INVENTORY & ANALYSIS
2 MONTHS
PHASE 2 : GOAL & POLICY DEVELOPMENT
3 MONTHS
PHASE 3 : LAND USE, GROWTH & ALTERNATIVES
3 MONTHS
Project Start Up
CC Approval Establish PAC
PAC Initiation
Discuss Process, Schedule, Roles
TC Background Report
Inventory & Analysis
1. Land Use
2. Demographics
3. Market Analysis
4. Housing
5. Natural Resources
6. Water Resources
7. Transportation
8. Community Facilities
9. Parks/Trails/Recreation
10. Storm Sewer, Waste Water
11. Water
12. Transportation
PAC & CC Background Report
Issue & Visioning Forum
City Wide Neighborhood & Business Forums
Community Survey
Summary Report
TC Vision & Goals
Prepare Vision, Draft Goals, Findings
PAC Vision & Goals
Refine Goals & Policies
Goal & Policy Forum
Present Draft Vision & Goals to Public
PC & CC Goals & Policies
TC Alternatives
Prepare Draft Alternatives
Park & Recreation Plan
PAC Alternatives
Revise & Discuss Draft Alternatives
PC & CC Review Alternatives
Alternatives Forum
Present Alternatives to Public
Revise Alternatives Based on Comment from Open House
PB, PC & CC Select Preferred Alternatives
PHASE 4 : DRAFT PLAN
4 MONTHS
PHASE 5 : FINAL PLAN, IMPLEMENTATION & ADOPTION
1 MONTH
TC Draft Plan
Prepare Draft Plan
1. Introduction
2. Inventory & Analysis
3. Goals & Policies
4. Land Use
5. Housing
6. Economic Development
7. Transportation
8. Infrastructure
9. Parks & Recreation
10. Community Facilities and Services
11. Zoning Audit
12. Implementation
PAC Draft Plan
Revise Draft Plan
PC and PB Draft Plan
Revise Draft Plan
TC Draft Plan
PC Draft Final Plan
Boards/ Comm. Review Draft
CC Draft Final Plan
Revise Plan
TC Prepare Open House
Open House Draft Plan
Public Review of Draft Comp Plan
Make Revisions as Necessary, Based on Public Input
PAC & PB Meeting
PC Public Hearing
CC Plan Approval
Planning Advisory Committee Meeting
Technical Committee Meeting (Staff, Consultant, Agencies)
City Commission Meeting (CC)
Planning & Zoning Commission Meeting (PC)
Boards/Commission Review
Mandan Park Board (PB)
Goals, Objectives & Policies/Draft Plans
Tasks to be completed by Consultant Team or Staff
Communication

2013
RATE SCHEDULE

Classification	2013
Senior Principal	$ 162.00 - $ 219.00
Principal	$ 155.00 - $ 219.00
Specialist*	$ 126.00 - $ 260.00
Project Manager	$ 126.00 - $ 155.00
Senior Geologist | Environmental Health & Safety Specialist | Hygienist	$ 126.00 $ 155.00
Senior Engineer| Scientist | Architect |Landscape Architect | Planner	$ 126.00 - $ 155.00
Architect | Landscape Architect	$ 100.00 - $ 146.00
Land Surveyor	$ 100.00 - $ 126.00
Engineer | Planner | Scientist | Geologist | Hygienist | EH&S Specialist	$ 100.00 - $ 146.00
Designer | GIS | Landscape Designer |Graphics	$ 78.00 - $ 134.00
Engineering Technician | Senior Project Technician	$ 85.00 - $ 136.00
Project Technician	$ 78.00 - $ 92.00
Field Supervisor	$ 108.00 - $ 162.00
Crew Chief	$ 95.00 - $ 146.00
Inspector	$ 71.00 - $ 108.00
Environmental/Agricultural Inspector	$ 78.00 $ 146.00
Survey Technician	$ 51.00 - $ 78.00
GPS Survey Equipment	$ 38.00
Total Station Equipment	$ 28.00
GIS Workstation Equipment	$ 22.00
GPS Sub meter Unit (per use)	$ 80.00
Flow Meter (per week)	$ 200.00
Air Detection Equipment (per half day)	$ 25.00

* Specialist: Experts in highly technical disciplines including Principal Planners, Market Analyst and Certified Industrial Hygienist

These rates are adjusted annually in accordance with the normal review procedures of Stantec.

Res. & Ord. No. 1

ORDINANCE NO. 1136

AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF ORDINANCE 1088 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

SECTION 1. AMENDMENT. Section 21-03-02 of the Mandan Code of Ordinances is amended to read as follows:

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from the A (Agricultural) and shall be included in the RM (Multi-Family Residential) zoning namely,

Lot 1, Block 1 of Christianson's 1st Addition of Section 21, Township 139N, Range 81W, City of Mandan, Morton County, North Dakota

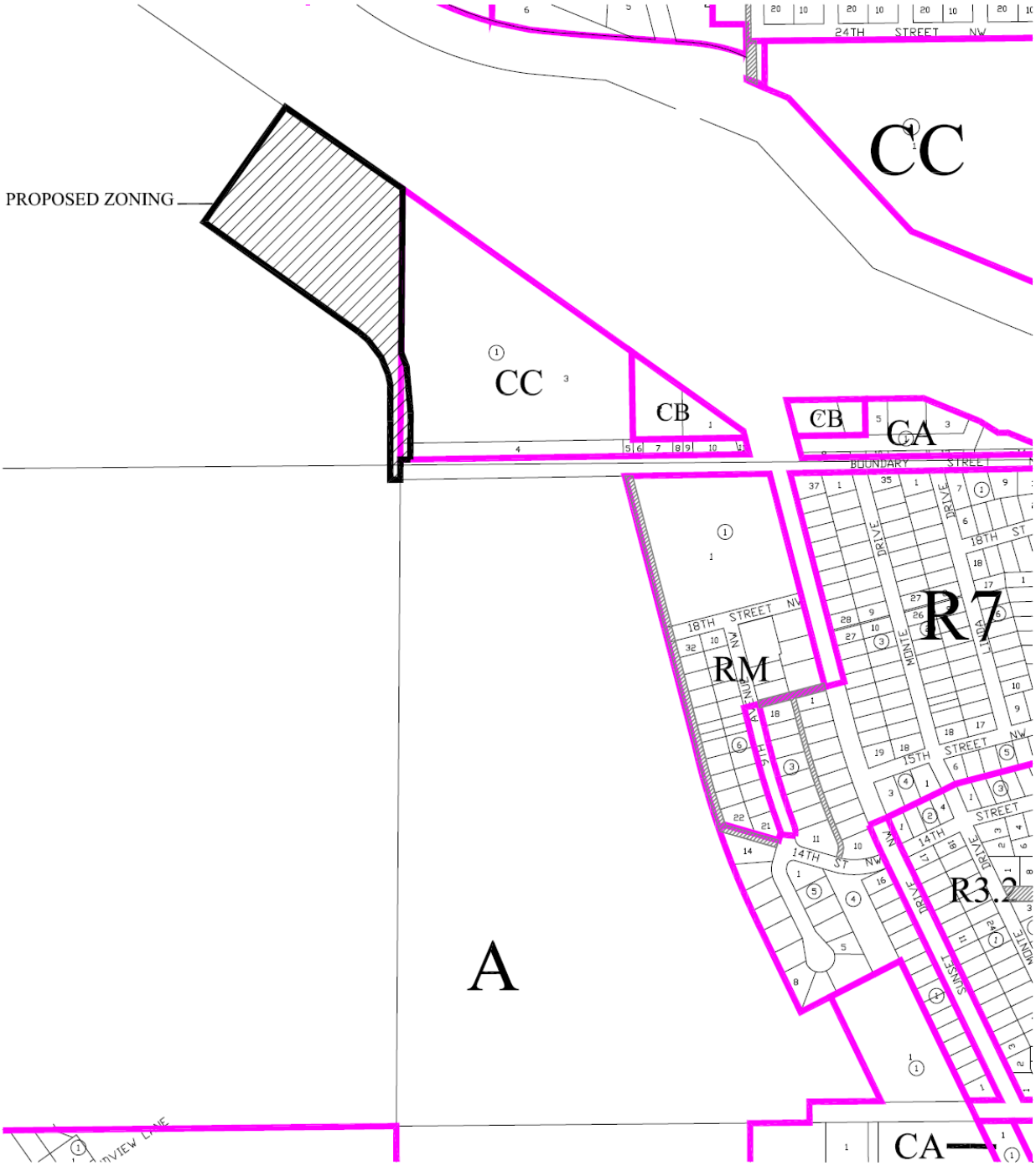
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

_____
President, Board of City Commissioners

Attest:

_____
City Administrator

Public Hearing:	November 26, 2012
First Consideration:	December 18, 2012
Second Consideration and Final Reading:	January 8, 2013
Publication Date:	
Recording Date:	


PROPOSED ZONING
CC
CC
CB
CB
CA
BOUNDARY STREET
R7
RM
A
R3.2
CA
24TH STREET NW
18TH STREET NW
14TH ST NW
15TH STREET NW
MONTE VISTA DRIVE
SUNSET DRIVE

Res. & Ord. No. 2

RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
WATER & SEWER IMPROVEMENT DISTRICT NO. 60
(Project No. 2012-21)(McKenzie Drive SE)

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 Water & Sewer Improvement District No. 60 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 Markwed Excavating whose bid provides for the construction of said improvement at a total estimated base price of $214,980.00.

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.

_____
Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

_____
James Neubauer,
City Administrator

Res. & Ord. No. 3

ORDINANCE NO. 1137

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

WHEREAS, the City of Mandan, Morton County, North Dakota has determined it to be its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, Morton County, North Dakota, but not embraced within the limits thereof, and has met all requirements as directed by Section 40-51.2-03 of the North Dakota Century Code.

SECTION 1. Property Annexed. The following described land is situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

A tract of land being a part of the NW ¼ of Section 21, Township 139N, Range 81W, of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the northwest corner of the NW ¼ of Section 21, Township 139N, Range 81W; thence east along the north boundary line of said NW ¼ to a point on the south Right-of –Way of I-94; thence southeasterly along said south Right-of-Way line to the northwest corner of Lohstreter's 4th Addition of the City of Mandan, Morton County, North Dakota; thence southwesterly along the west boundary line of said Lohstreter's 4th Addition to the southwest corner of said Lohstreter's 4th Addition; thence southeasterly along the south boundary line of said Lohstreter's 4th Addition to the southeast corner of said Lohstreter's 4th Addition; thence northeasterly along the east boundary line of said Lohstreter's 4th Addition to a point on the south Right-of-Way Line of said Boutrous Addition of the City of Mandan, Morton County, North Dakota; thence south along the west boundary line of said Boutrous Addition to the southeast corner of said NW ¼ ; thence west along the south boundary line of said NW ¼ to the southwest corner of said NW ¼ ; thence north along the west boundary line of said NW ¼ to the Point of Beginning.

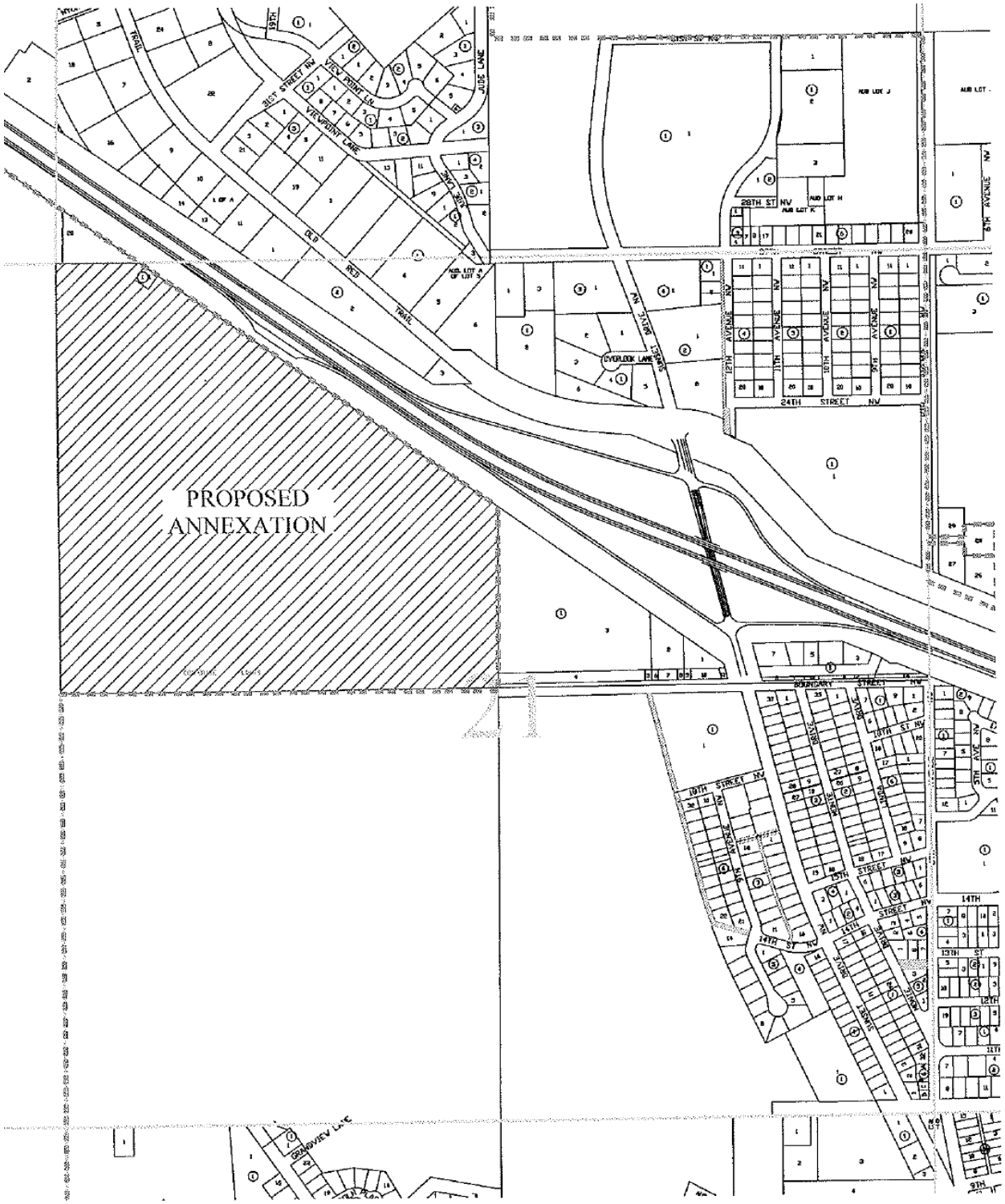
SECTION 2. Corporate Boundary Extended. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

By: _____
Arlyn Van Beek, President,
Board of City Commissioners

Attest:

_____
James Neubauer, City Administrator

First Consideration: December 18, 2012
Second Consideration
and Final Passage: January 8, 2013
Date of Recording: _____


PROPOSED
ANNEXATION
OLD RED TRAIL
VIEW POINT LN
VIEWPOINT LANE
JUDS LANE
OVERLOOK LANE
28TH ST NW
24TH STREET NW
BOUNDARY STREET NW
19TH STREET NW
15TH STREET NW
14TH ST NW
GRANDVIEW LANE
SUNSET DRIVE
SUNSET PLACE
SUNSET PARK
SUNSET AVENUE
SUNSET LANE
SUNSET STREET
SUNSET PARK
SUNSET PLACE
SUNSET LANE
SUNSET AVENU

CITY OF
MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 18, 2012
PREPARATION DATE:	December 13, 2012
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch
SUBJECT:	Resolution of Amendment Authorizing the Issuance of Water Improvement Interim Certificates of 2010, Series A and Water Improvement Revenue Bonds of 2010, Series A, and the State Revolving Fund Program Loan Agreement with the North Dakota Public Finance Authority for the Residuals Management Facility at the Water Treatment Plant.

PURPOSE

To consider a Resolution of Amendment Authorizing the Issuance of Water Improvement Interim Certificates of 2010, Series A and Water Improvement Revenue Bonds of 2010, Series A, and the State Revolving Fund Program Loan Agreement with the North Dakota Public Finance Authority for the Residuals Management Facility at the Water Treatment Plant.

BACKGROUND

On July 20, 2010, the Board of City Commissioners approved the following Resolutions:

1. Resolution Authorizing Undertaking for Municipal Improvement Consisting of the Residuals Management Facility at the Water Treatment Plant.
2. Resolution Authorizing the Issuance of Water Improvement Interim Certificates of 2010, Series A and Water Improvement Revenue Bonds of 2010, Series A to finance the cost of the Residuals Management Facility at the Water Treatment Plant through the State Revolving Fund (SRF) Program.

The Resolution of Amendment makes certain changes to the earlier issuance Resolution to reflect the final SRF maturity terms for the Revenue Bonds to be issued for the financing.

The approved Loan amount was for $7,000,000. The Loan was fully funded on December 3, 2012. Currently, the outstanding principal balance on the Loan is $6,383,867 due to the City making annual debt service payments on the Loan since 2011. The final maturity date for the Bonds is September 1, 2030.

ATTACHMENT
Resolution of Amendment

FISCAL IMPACT
No additional debt is occurring since the temporary financing (Water Improvement Interim Certificates of 2010, Series A) is now being exchanged with the permanent financing (Water Improvement Revenue Bonds of 2010, Series A) as required by the State Revolving Fund Program Loan Agreement.

The annual debt service requirements are already included in the City's Water and Sewer Base Rates.

STAFF IMPACT
None

LEGAL REVIEW
The Resolution was prepared by Steven L. Vogelpohl, Attorney At Law, on behalf of the City.

RECOMMENDATION
To approve the Resolution of Amendment.

SUGGESTED MOTION
Move to approve the Resolution of Amendment.

STEVEN L. VOGELPOHL
ATTORNEY AT LAW

Suncrest Office Park
1120 College Drive, Suite 207
P.O. Box 7068
Bismarck, ND 58507-7068

Phone: (701) 258-9847
FAX: (701) 258-9854
E-Mail: slv@slvlaw.net

December 12, 2012

Greg Welch
City of Mandan
205 2nd Ave. NW
Mandan, ND 58554

Re: DWSRF Financing - Water Residuals Project

Dear Greg:

Please find enclosed a Resolution of Amendment for adoption by the Commission at its December 18 meeting. The Resolution makes certain changes to the earlier issuance resolution to reflect the final SRF maturity terms for the revenue bonds to be issued for the financing.

If you could fax me the filled in voting record page (*i.e.*, page 5), I will prepare copies of the Resolution for file and transcript use.

Thank you for your assistance and please contact me if you've any questions.

Sincerely,

Steven L. Vogelpohl
Attorney at Law

SLV/dl
10-004/121212.ltr

Enc.

c: Malcolm H. Brown (w/Enc)

CITY OF MANDAN, NORTH DAKOTA

RESOLUTION OF AMENDMENT

WHEREAS, the City of Mandan, North Dakota (the "City") has authorized and made certain improvements to its water and sewer utility, including, but not limited to, water treatment plant residuals management facility construction and improvement, as well as all other items of work and materials reasonably necessary or incidental to the completion of such improvements (the "Project");

WHEREAS, the City, pursuant to resolution of its governing body adopted July 20, 2010, entitled "Resolution Authorizing the Issuance of Water Improvement Interim Certificates of 2010, Series A and Water Improvement Revenue Bonds of 2010, Series A" (the "Resolution Authorizing Issuance") authorized its Water Improvement Interim Certificates of 2010, Series A (the "Interim Certificates") and its Water Improvement Revenue Bonds of 2010, Series A (the "Bonds") to finance the costs of the Project and authorized the State Revolving Fund Program Loan Agreement dated as of July 20, 2010 (the "Loan Agreement") entered pursuant thereto between the City and the North Dakota Public Finance Authority (the "Authority");

WHEREAS, pursuant to the Resolution Authorizing Issuance, the City issued Interim Certificates which are presently outstanding;

WHEREAS, the Project is complete and the City desires to exchange Interim Certificates for Bonds pursuant to the Resolution Authorizing Issuance;

WHEREAS, amendment of the Resolution Authorizing Issuance and the Loan Agreement is necessary; and

WHEREAS, the City desires to effect such amendments with the concurrence of the Authority;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the governing body of the City as follows:

1. That the second "WHEREAS" paragraph on page 1 of the Resolution Authorizing Issuance is amended to read as follows:

> WHEREAS, improvements are made to the Utility including, but not limited to, water treatment plant residuals management facility construction and improvement, as well as all other items of work and

materials reasonably necessary or incidental to the completion of such project (the "Project") at a total cost of not less than $6,923,867;

2. That the fourth "WHEREAS" paragraph on page 1 of the Resolution Authorizing Issuance is amended to read as follows:

WHEREAS, the City has heretofore issued and has outstanding its Sewer Improvement Revenue Bonds of 1997 (the "1997 Bonds"), its Water Improvement Revenue Bonds of 2002 (the "2002 Bonds"), its Water and Sewer Revenue Bonds, Series 2005 (the "2005 Bonds"), its Sewer Improvement Revenue Bonds of 2008, Series A (the "2008 Series A Sewer Bonds"), its Sewer Improvement Revenue Bonds of 2008, Series B (the "2008 Series B Sewer Bonds"), its Water Improvement Revenue Bonds of 2008, Series A (the "2008 Series A Water Bonds") and its Water Improvement Revenue Bonds of 2008, Series B (the "2008 Series B Water Bonds"), which 1997 Bonds, 2002 Bonds, 2005 Bonds, 2008 Series A Sewer Bonds, 2008 Series B Sewer Bonds, 2008 Series A Water Bonds and 2008 Series B Water Bonds pursuant to the respective resolutions authorizing issuance thereof are payable from net revenues of the Utility as defined in Subsection 3 of Section 9-01-06 of the Ordinance (the "Net Revenues");

3. That the fifth "WHEREAS" paragraph on page 1 of the Resolution Authorizing Issuance is amended to read as follows:

WHEREAS, other than the 1997 Bonds, the 2002 Bonds, the 2005 Bonds, the 2008 Series A Sewer Bonds, the 2008 Series B Sewer Bonds, the 2008 Series A Water Bonds and the 2008 Series B Water Bonds (together, the "Outstanding Bonds"), the City has no outstanding bonds or evidences of indebtedness payable from the Revenue Bond Account (the "Revenue Bond Account") of the Water and Sewer Utility Fund (the "Fund") as described and defined in the Ordinance;

4. That Section 3 of the Resolution Authorizing Issuance is amended to read as follows:

Section 3. Terms of the Bonds . The Bonds delivered for the purpose of redeeming the Interim Certificates shall be initially dated the last date to which interest has been paid in full on the Interim Certificates redeemed. Bonds issued upon exchanges and transfers of Bonds before the first interest payment date of the Bonds shall also be dated as of the date of initial issuance. Bonds issued upon exchanges or transfers after the first interest payment date of the Bonds shall be dated as of March 1 or September 1 next preceding their issuance, or if the date of issuance shall be a March 1 or September 1, as of such date; provided, however, that if interest on the Bonds shall be in default, the Bonds shall be dated as of the date to which interest has been paid in full on the Bonds being transferred. The Bonds shall be issued in fully registered form in denominations of $1,000 or any integral multiple thereof or as otherwise agreed by the Authority and the President of the Board of City Commissioners and City Administrator, of single maturities. The Bonds shall be numbered in consecutive numerical order from R-1 upwards as issued and shall mature on September 1 in the years and in the amounts and shall bear interest at the rate as set forth in Attachment 1 to this Resolution.

Interest on the Bonds and, upon presentation and surrender thereof to the Bank of North Dakota as paying agent and registrar of the Bonds (the "Paying Agent" or "Registrar") or its successor, the principal thereof, shall be payable in lawful money of the United States of America by check or draft or by deposit to the registered owner's account at the Bank of North Dakota. Interest shall be payable on March 1 and September 1 in each year, commencing on the next March 1 or September 1 after the date upon which the Bonds commenced the accrual of interest, to the person in whose name the bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest on the Bonds shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused.

The Bonds shall be payable from the Revenue Bond Account, as set out in Section 8 hereof.

5. That ATTACHMENT 1 to the Resolution Authorizing Issuance is amended to read as provided in ATTACHMENT B to this Resolution of Amendment.

6. That ATTACHMENT 3 to the Resolution Authorizing Issuance is amended to read in substantially the form as ATTACHMENT C to this Resolution of Amendment.

7. That the word "Resolution" as used in the Resolution Authorizing Issuance and in the Bonds thereby authorized and the term "Municipal Bond Resolution" as used in the Loan Agreement shall, without further requirement of any change to such documents and upon the taking effect of this Resolution of Amendment, mean the Resolution Authorizing Issuance as amended by this Resolution of Amendment.

8. That this Resolution of Amendment shall be in full force and effect upon execution of the North Dakota Public Finance Authority Consent attached hereto as ATTACHMENT A.

Dated this 18th day of December, 2012.

CITY OF MANDAN, NORTH DAKOTA

_____

President, Board of City Commissioners

Attest:

_____

City Administrator

(SEAL)

The governing body of the City of Mandan, North Dakota acted on the foregoing resolution on December 18, 2012, as follows:

Adoption moved by _____ Seconded by _____

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

ATTACHMENT A

NORTH DAKOTA PUBLIC FINANCE AUTHORITY CONSENT

The North Dakota Public Finance Authority (the "Authority") hereby approves and consents to adoption of the annexed Resolution of Amendment and the amendments made thereby to the Resolution Authorizing Issuance referred to therein.

Dated as of the _____ day of _____, 2012.

NORTH DAKOTA PUBLIC FINANCE AUTHORITY

By _____

Title _____

ATTACHMENT B

ATTACHMENT 1

CITY OF MANDAN, NORTH DAKOTA

WATER IMPROVEMENT
INTERIM CERTIFICATES OF 2010, SERIES A

AND

WATER IMPROVEMENT
REVENUE BONDS OF 2010, SERIES A

SCHEDULE OF MATURITIES AND INTEREST RATES

The principal amount of Water Improvement Revenue Bonds of 2010, Series A (the "Bonds"), as finally determined pursuant to the terms of the annexed resolution, will mature in annual amounts payable on September 1 in each year as agreed by the Authority and the President of the Board of City Commissioners and City Administrator at the date of original issuance, commencing in 2013, with final maturity in 2030. The interest on the outstanding principal amount of the Bonds shall be payable at an annual rate of 2.84% on each March 1 and September 1 during which the Bonds are outstanding. The principal maturing in each of the years shall be determined as of the date of issuance of the Bonds for the redemption of the Water Improvement Interim Certificates of 2010, Series A (the "Interim Certificates") by determining, to the nearest denomination of $1,000 or other amount agreed to by the Authority and the President of the Board of City Commissioners and City Administrator, the closest amount to equal annual payment of principal and interest on the Bonds as agreed to by the Authority and the President of the Board of City Commissioners and City Administrator.

The Interim Certificates shall bear interest at an annual rate of 2.84% from their date of authentication until the date of their redemption which accrued interest shall be payable on each March 1 and September 1 until the date of redemption.

ATTACHMENT C

ATTACHMENT 3

(BOND FORM)

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF MORTON
CITY OF MANDAN

WATER IMPROVEMENT REVENUE BOND OF 2010, SERIES A

No. R-

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE
2.84%		September 1, 2012

REGISTERED OWNER: North Dakota Public Finance Authority, Bismarck, North Dakota

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Mandan, Morton County, North Dakota (the "Issuer"), a duly organized and existing municipal corporation, acknowledges itself specially indebted and for value received hereby promises to pay to the registered owner specified above or registered assigns, the principal amount specified above, but only from the Revenue Bond Account (the "Revenue Bond Account") of its Water and Sewer Utility Fund (the "Fund") on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on March 1 and September 1 in each year, commencing March 1, 2013, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by the Bank of North Dakota, Bismarck, North Dakota, as Registrar and Paying Agent or its successor, by check or draft or by deposit to the registered owner's account at the Bank of North Dakota.

This Bond is one of a single series of Bonds authorized for issuance in the aggregate principal amount of not to exceed $6,383,867.00, all of like date of original issue, and tenor except as to serial number, denomination, interest rate and maturity date, issued for the purpose of providing funds for water treatment plant residuals

management facility construction and improvement for the Issuer's Water and Sewer Utility (the "Utility"), and is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including North Dakota Century Code Chapter 40-35, and pursuant to and in full conformity with ordinances and resolutions duly adopted by the City, including Mandan Code of Ordinances Chapter 9-01 (the "Ordinance") and the Resolution Authorizing the Issuance of Water Improvement Interim Certificates of 2010, Series A and Water Improvement Revenue Bonds of 2010, Series A adopted by Issuer's Board of City Commissioners on July 20, 2010 and amended by such Board of City Commissioners on December 18, 2012 (the "Resolution"). This Bond, including interest hereon, is payable solely from the net revenue of the Utility pledged pursuant to the Ordinance and the Resolution to the payment thereof and does not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bonds of this series are issuable only as registered bonds in the denominations as provided in the Resolution, of single maturities.

The Bonds of this series are subject to redemption and prepayment prior to maturity only with the written consent of the North Dakota Public Finance Authority. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Registrar by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Issuer and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has duly established the Revenue Bond Account as a separate and special account of the Fund

and will credit and pay into the Revenue Bond Account as received, out of the net revenues of the Utility as defined in the Ordinance, sums sufficient to pay the principal and interest when due on each and all of the Bonds of this series and all other bonds payable from the Revenue Bond Account, and to create and maintain a reserve securing such payments, and will use the moneys in the Revenue Bond Account for no other purposes; that the Issuer has fixed and established, and will collect reasonable rates, charges and rentals for all services, facilities, commodities and benefits furnished by the Utility and by any improvements, betterments, extensions and enlargements thereof and will amend and revise the same from time to time to the extent required to produce net revenues sufficient to pay into the Revenue Bond Account the sums herein agreed; that in and by the Resolution and the Ordinance the Issuer has made the Bonds of this series subject to all of the terms and provisions contained in the Ordinance and has made other and further covenants and agreements with the holders from time to time of each and all of the Bonds, which covenants and agreements will be fully and promptly complied with by the Issuer and each and all of its officers and agents at all times until this Bond and interest hereon have been fully paid or the obligation of the Issuer hereon has been otherwise defeased and discharged as provided in the Resolution; and that the Bonds of this series are issued payable on a parity with the Issuer's Sewer Improvement Revenue Bonds of 1997, Water Improvement Revenue Bonds of 2002, Water and Sewer Revenue Bonds, Series 2005, Sewer Improvement Revenue Bonds of 2008, Series A, Sewer Improvement Revenue Bonds of 2008, Series B, Water Improvement Revenue Bonds of 2008, Series A and Water Improvement Revenue Bonds of 2008, Series B and that no additional obligations will be issued or incurred and made payable from the aforementioned net revenues of the Utility on a parity with the Bonds of this series except as set forth in the Ordinance, to which reference is hereby made for details and covenants and recitals of the City with respect thereto.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed on its behalf by the signatures of the President of its Board of City Commissioners and its City Administrator and has caused this Bond to be dated as of the date set forth below.

DATED: September 1, 2012

ATTEST: CITY OF MANDAN, NORTH DAKOTA

_____ _____

City Administrator President, Board of City Commissioners

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned Resolution.

Bank of North Dakota
Bismarck, North Dakota, as Registrar

By _____
Authorized Representative

Res. & Ord. No. 5

RESOLUTION DETERMINING SUFFICIENCY OF PROTESTS FOR STREET IMPROVEMENT DISTRICT NO. 163

Whereas, the governing body of the City of Mandan, North Dakota (the "City") adopted a Resolution of Necessity Declaring the Necessity of a Special Assessment District for Street Improvement District No. 163, Project #2012-01 (Sunset Drive NW) on November 6, 2012 (the "Resolution"); and

Whereas, the Resolution was published in the City's official newspaper on November 9 & 16, 2012; and

Whereas, more than thirty days have passed since the November 9, 2012, publication; and

BE IT HEREWITH RESOLVED AND DETERMINED by the governing body of the City as follows:

1. That written protests filed with the City Administrator, within 30 days after November 9, 2012 publications, **did not** represent a majority of the property included within Street Improvement District No. 163.

2. That proceedings under the Resolution are NOT barred.

Dated and adopted this 18th day of December, 2012

City of Mandan, North Dakota

_____

President, Board of City Commissioners

Attest:

_____

James Neubauer, City Administrator