



**AGENDA**  
**MANDAN CITY COMMISSION**  
**JUNE 19, 2012**  
**ED "BOSH" FROEHLICH MEETING ROOM**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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- A. ROLL CALL:
1. Roll call of all City Commissioners and Department Heads.
- B. MINUTES:
1. Consider approval of the minutes from the June 5, 2012 Board of City Commission meeting
- C. PUBLIC HEARING:
1. Consider approval of Heart Ridge Addition Zone Change. (First consideration of ordinance #1124)
  2. Consider approval of Collins Avenue West Zone Change. (First consideration of ordinance #1125)
  3. A public hearing to determine the sufficiency of protests for Street Improvement District No. 161, (North Mandan Street Improvement).
  4. Public Hearing to consider an Ad Valorem tax exemption for TRUENORTH STEEL, Inc.
- D. BIDS:
1. Consider bids for the purchase city-owned property and demolition of former water reservoir adjacent to 8<sup>th</sup> Avenue NW
  2. Consider bids for Class D & Class D-1 alcohol licenses
  3. Consider award of bids for Street Improvement District #161 (North Mandan Street Project)
- E. CONSENT AGENDA:
1. Consider approval of monthly bills.
  2. ~~Consider approval of authorized check signers.~~
  3. Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.
  4. Consider for approval, a request by St. Alexius Medical Center to close a portion of Main Street on August 7th, 2012.
  5. Consider entering into an Engineering Services Agreement with Advanced Engineering.
  6. Consider approval of annual liquor licenses for July 1, 2012 through June 30, 2013.
  7. Consider approval of annual Special Sunday openings.
- F. OLD BUSINESS:

G. NEW BUSINESS:

1. Consider authorizing a change order on Street Improvement District No. 168, Project No. 2011-09 (Heart Ridge Addition Phase I).
2. Consider the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order for Street Improvement District No. 171, Project No. 2012-10 (Heart Ridge, Phase II).
3. Consider the execution of a 3-way agreement for the installation of water & sewer in Heart Ridge Addition Phase II.
4. Consider approval for advertising the RFP for the Comprehensive Plan.
5. Consider creation of a Mandan Youth Commission

H. RESOLUTIONS & ORDINANCES:

1. *Consider first consideration of Ordinance No. 1124 Zone Change for Heart Ridge 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 first consideration of Ordinance No. 1125 Zone Change for Collins Avenue West – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map*

I. OTHER BUSINESS:

1. Consider for approval the Abstract of Votes cast by the Voters of City Mandan in the Consolidated Primary Election held the 12th day of June A.D. 2012.
2. Presentation of awards to Commissioner Thomas Jackson and Mayor Tim Helbling.

J. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. June 26, 2012 – Special Meeting (Organizational)
2. July 10, 2012
3. July 17, 2012
4. August 7, 2012

K. ADJOURN

*Departmental planning meeting will be held the Monday prior to the Commission meeting, all Commissioners are invited, noon, Dykshoorn Conference 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.*

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The Mandan City Commission met in regular session at 5:30 p.m. on June 5, 2012 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Helbling, Tibke, Frank, Jackson, and Rohr (participated via speakerphone). Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development and Communications Director Huber, Engineering Project Manager Bechtel, and City Assessor Barta.

MINUTES: *Consider approval of the minutes for May 15, 2012 regular meeting.* Commissioner Jackson moved to approve the minutes of the May 15, 2012 meeting. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present. The motion passed.

PUBLIC HEARING:

1. *Public Hearing to consider an Ad Valorem tax exemption for Art Mariner D/B/A GR-8 Auto.* City Assessor Richard Barta presented a request for an Ad Valorem tax exemption for Art Mariner D/B/A GR-8 Auto who is transferring their business from Bismarck to 2021 46<sup>th</sup> Avenue Southeast, Mandan. Barta stated that there were no letters or calls in opposition to the request. Morton County and the Park and School Districts were notified of the request. The Mandan Growth Fund (MGF) recommended approval with the conditions of a 100% exemption for 5 (five) years as clarified by Business Development and Communications Director Huber who attended the MGF Committee meeting. Huber stated that the request qualifies for the full 5 year exemption at 100% as required by the policy.

Mayor Helbling announced that this is the time and date set for a public hearing to consider an Ad Valorem tax exemption for Art Mariner D/B/A GR-8 Auto. He invited anyone for or against the project to come forward to speak.

Linda Morris, Morton County Tax Director’s Office, came forward and indicated that she has spoken with Richard Barta and Ellen Huber and sent an email stating that the Morton County Commission voted 5-0 that they would not support this application and they requested that the City Commission deny this exemption. The reason being is that it is already in business in Bismarck and it is not a start-up business so it is not necessary for them to have the tax exemption. The other reason is there are other restoration and body shops located in the City of Mandan and it would not be proper to give them the exemption. She stated she did read from the Agenda the 5-year tax exemption at the first 2 years at 100%, 3<sup>rd</sup> year at 75%, and so on down as the Agenda was worded.

Morris said she did not instruct the County Commissioners of the 5-year 100% exemption. She stated that Morton County has some objection to this project.

Commissioner Jackson stated that Morton County was not objecting to it because it wasn’t long enough and asked Morris if the County would still be against it at 5-0 if it were 5-years at 100%? Morris replied absolutely.

Susan Beehler, Mandan resident, came forward and mentioned that her premise is that when the City Commission gives a new business a tax exemption, they are competing with other businesses that are paying property taxes. She indicated she is opposed to this project. She said that Mandan has surpassed what Minot has given for tax exemptions. She brought up the fact that with the oil industry on our borders, there is no reason to give tax exemptions. She stated she was also at the Mandan Growth Fund Committee meeting when the matter was discussed and it appeared that the owner was one of the two employees referenced. At that, an owner does not qualify also as an employee. Mayor Helbling clarified that he also attended the MGF Committee meeting and that Mr. Mariner indicated he was employed along with two more people.

Mayor Helbling again announced that it is a public hearing and asked if anyone else would like to come forward to speak.

Rusty Kruger came forward to speak and stated he was also at the MGF meeting when this matter was presented. His recollection was that Mr. Mariner stated he was building a garage, not a restoration shop. You are correct that he was not one of the two employees that he mentioned but he was under the impression that he was building a 100' x 60' garage wherein he would store personal cars and anyone else who would like to work on their cars in the garage. Krueger suggested the Commission decide if that is a business or not.

Mayor Helbling again announced that it is a public hearing to consider an Ad Valorem tax exemption for Art Mariner D/B/A GR-8 Auto and asked if anyone else would like to come forward to speak. Hearing none, this portion of the public hearing was closed.

Art Mariner came forward and stated that in his restoration shop he has had 2 or 3 full time employees for years. He said that he plans to move his shop from Bismarck over to Mandan. He indicated that his business will be buying and selling cars just as he was doing in Bismarck.

Mayor Helbling stated that he views this as an investment into the Mandan community. Commissioner Jackson mentioned that he has a problem with the policy more so than the exemption. It meets the policy criteria and until it changes it meets the policy guidelines.

Commissioner Frank questioned Development Director Huber regarding the discrepancy in the Agenda item description in years three - five. She is looking for clarification that we do the validation of number of employees for them to receive full 100% exemption in years 3-5. So, if those conditions were not met then it would fall back as to what is printed in the Agenda which is 100% for year 1 & 2, 75% for year 3, 50% for year 4, and 25% for year 5. Huber stated that is correct and there are claw back contingencies providing for if the property is sold to a tax exempt entity within 2½ years times the exemption period that they would pay that and it is subject to the automatic door requirements. She confirmed that the Mandan Growth Fund Committee approved of the 5-year at 100% as those jobs are verified at the end of year 2 and must be sustained in years three - five otherwise it will fall back to the lower amount under the policy.

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Commissioner Frank stated she supports the tax exemption request and commented that the request does follow policy.

Commissioner Frank moved to approve the Ad Valorem tax exemption for Art Mariner D/B/A GR-8 Auto as proposed by the Mandan Growth Fund Committee in their meeting which is the 100% exemption for 5 (five) years contingent on there being one employee for every \$100,000 including the claw backs that are outlined in the policy.

Commissioner Tibke seconded the motion. Commissioner Rohr commented that his understanding of the tax exemption process is to assist businesses who need assistance and it is not clear that is the case here.

Commissioner Jackson recommended that the City Commission revisit this policy again even though it was just reviewed in March 2012. Mayor Helbling agreed that the policy should be reviewed at least annually and that a clear and constant message be available to everyone as to what the policy states. He commented that the City Commission does not always have to follow the recommendations from the respective boards and not every application that comes before the Commission should be questioned. If the Commission feels the policy should be changed, then it should be placed on the Agenda and handled appropriately. Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

2. *Public Hearing to consider an Ad Valorem tax exemption for MTP Holdings, LLC.* City Assessor Barta presented a request from MTP Holdings, LLC to build a new 30 unit apartment building at 2003 Marina Road Southeast, Mandan. The project is estimated to cost over \$3.8 million. There was one protest received. Barta stated that the request is within the policy guidelines and the request is 100% for 2 years.

DeNae Kautzmann, Kautzmann Management and Investments came forward to speak. She stated that they own two apartment buildings in the City of Mandan. She indicated that she objects to the request for an Ad Valorem tax exemption for MTP Holdings, LLC to build a 30 unit apartment complex. She reviewed legislative purpose of NDCC 40.57.1, tax exemptions for new and expanding businesses. She stated that the key purpose of the statute is the creativity of jobs. The application does not provide for any specific job creation. In this case, there is only one employee listed on the application. Apartment buildings do not provide employment, they provide housing. She noted that this application will not create direct sales tax revenue nor will it increase traffic to the business district. The 2<sup>nd</sup> paragraph of the statute states that the intent of the legislative assembly is that political subdivisions in their determination of whether the tax exemption authorized by this chapter shall be granted shall give due weight to their impact on their affect on industry and business and to that end that an unfair advantage shall not be given to new or expanding enterprises which is to the substantial detriment of existing enterprises. If this application is granted it will give an unfair tax advantage to MTP Holdings and it is detrimental to the existing apartment building owners who are subject to income tax increases during the time that MTP is exempt from paying taxes. Kautzmann referenced 40.57.1.03 in support of the best interests of the municipality and

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not whether or not they meet your policies per se. It is her opinion that it is not in the best interest of the City of Mandan to approve this application when the City is over \$80 million in debt. Finally, the law provides that during negotiation and deliberation of a property tax exemption under this chapter, a municipality shall include as non-voting ex officio members of its governing body a representative appointed by a School Board of each district affected of the proposed action and a representative appointed by the Board of Township Supervisors of each Township affected by the proposed action. She stated that she has been to many of these meetings and she has yet to see an ex officio member as part of this process. Sending a copy of the application to the County, Park and School Districts is not appropriate under the law. Kautzmann recommended that those entities be included in this process and if there is little to no interest of participation shown, the citizens should be made aware so they can elect someone to so represent their interest.

Susan Beehler came forward to speak. She pointed out that questions No. 10 and No. 24 were not completed on the application. She stated that the partnership was formed in March 2012 and there was no indication of who the other partners are. She addressed several concerns including: the unfairness of the tax exemption (if granted) for one of these units would be more than a tax exemption for a home owner; that there will likely be children residing in the units and the Mandan citizens would have to pick up the cost for schooling those children for a period of 2 years; and the MGF Committee has been tasked with providing recommendations as to what tax exemptions should or should not be given when they are not the people the citizens voted for to address the best interests in matters such as these. Beehler stated she opposes granting the Ad Valorem tax exemption for MTP Holdings, LLC.

Debbie Holter came forward to speak. She stated she objects to the Ad Valorem tax exemption for MTP Holdings, LLC based on the same reasons that have already been presented. She stated it is unfair to other apartment complex owners who are paying real estate taxes. There is no sales tax generated and there are no employees generated. She recommended that policy is not statute and the Commission has not been obeying statutes as far as giving away exemptions (she referenced two incidents).

Linda Morris, Morton County Tax Director's office came forward to speak. She stated that the Morton County Commission objected to this request for an exemption on the same grounds of information that was provided earlier. There is only one job listed on the application so there is no incentive to have the employee in Mandan, there is no sales tax generated and the need for apartment buildings in the community is great.

Mayor Helbling announced this is a public hearing to consider an Ad Valorem tax exemption for MTP Holdings, LLC. A second invitation to come forward was extended. Hearing none, this portion of the public hearing was closed. Mayor Helbling commented that all actions of the Commission are reviewed by the City Attorney. He requested City Attorney Brown to provide comments regarding the discussion that has taken place regarding the Ad Valorem tax exemption for MTP Holdings, LLC.

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Attorney Brown commented that he has reviewed the statutes that Ms. Kautzmann referenced. He stated that the law is very broad and the policy & exemptions the Commission has adopted in the past have been consistent with what has been set by the legislature. Secondly, whether or not 24 units is arbitrary. He stated that 24 units is arbitrary and that is the decision the Commission has made. It is not unlawful or illegal; it is part of the policy. Finally the membership of a school board or park board representative on the Mandan Growth Fund Committee, (to allow the School Board or the Park Board to give tax exemptions), would not be within the scope of the law intended. The fact they choose to not attend or ignore it, is their problem, not the City's problem.

Mayor Helbling inquired of Ms. Morris if any of the county commission members were large property holders /owners within the City? Morris replied that the reasons stated were the employment factor; that apartment buildings were needed; and the fact that buildings have been constructed and they are already rented out indicating there is a high need for housing; and there would be no sales tax generated. Mayor Helbling commented there may be a conflict of interest concern due to one of the county commissioners owning several apartment complexes within the community. He explained the benefits of allowing tax exemptions to entities in order to bring that business entity into the Mandan community absent state government offices, colleges, or corporations that benefit from those businesses wherein Mandan does not have those opportunities available because of their uniqueness.

Commissioner Frank extended a thank you to the parties who brought their concerns forward tonight. She stated that incentives such as tax exemptions are necessary in order to address the need for affordable housing at rapid growth. She referenced the fact that active employers are unable to hire people due to the lack of housing available for potential employees to reside. With regard to a less than 1% vacancy rate she posed a question to local apartment owners if their units were full. If they are full, considering this request as an unfair advantage to new apartment complex buildings would not be an accurate statement. She stated she agrees with Kautzmann regarding the less than 24 unit complexes and that may be addressed with the policy review as referenced by Commissioner Jackson. Regarding Beehler's comment about a multi-unit community, consideration should be given to affordable housing in particular to single family housing. She reviewed building permits issued year to date. There have been 20 permits issued in Bismarck for multi-family housing (2, 3, or 5 or more units) and in Mandan, there have been 3 permits issued.

Commissioner Jackson commented on the policy issue. He stated that he normally votes for the request if within policy guidelines but that he has a problem with the policy itself. He encouraged everyone to come to the next special session to assist him with arguing for changes. Many hours have been invested in developing the policy and until it is changed, it stands as is. Commissioner Tibke addressed the high density housing and population issues. She stated that the car count is one of the main ways to give retailers an opportunity to relook at the Mandan community. It is one of the ways to judge the population. Having high density housing is one of the recommendations from the studies conducted by the experts and we do try to follow them. In moving forward,

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Commissioner Tibke suggested this be kept in mind. Commissioner Jackson disagreed with Commissioner Tibke's comments.

Commissioner Frank moved to approve a property tax incentive for new or expanding businesses for MTP Holdings, LLC in accordance with the recommendation from the Mandan Growth Fund Committee to receive a 100% exemption for two years, meet the claw-back agreement requiring re-payment of the exemption if the property sold to a tax exempt entity within 7 years and also under state statute. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

BIDS:

*1. Consider the award of bids for Sidewalk Improvement Project for 2012.*

Engineering Project Manager Bechtel reviewed with members a request to award the bid for the Sidewalk Improvement Project for 2012. He stated there were 3 bids received with the low bid presented by KO Construction in the amount of \$324,283.00. He recommended approval of the bid to KO Construction.

Commissioner Frank presented a question with regard to what homeowners should know with regard to requesting a sidewalk improvement project such as this. Bechtel explained that the City maintains a master list of work to be done and if anyone would be interested in improvements to their sidewalk or apron to their property they could be put on the master list and the City would contact the contractor. All costs would be assessed to the homeowner through the assessment process over a period of ten years. In the alternative, a homeowner can take out a permit and if their private contractor is approved by the City the homeowner can have the repairs done themselves.

Commissioner Frank moved to approve the contract for Sidewalk Improvement Project for 2012 to KO Construction for the amount of \$324,283.00. Commissioner Jackson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

*2. Consider award of bids for Street Improvement District #167 (Keidel's South Heart Terrace Phase II).* Engineering Project Manager Bechtel reviewed with members a request to award the bid for Street Improvement District #167 (Keidel's South Heart Terrace Phase II) to the low bidder, Northern Improvement in the amount of \$444,865.20.

Commissioner Tibke moved to approve the bid for Street Improvement District #167 (Keidel's South Heart Terrace Phase II) to the low bidder, Northern Improvement in the amount of \$444,865.20. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

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CONSENT AGENDA:

1. Consider approval of the following site authorizations for the Cystic Fibrosis Association of ND from July 1, 2012 through June 30, 2013: i. Colonial Lounge and ii) Stage Stop. The Board approved of the site authorizations for the Cystic Fibrosis Association of ND from July 1, 2012 through June 30, 2013: i. Colonial Lounge and ii) Stage Stop.
2. Consider approval of the following site authorizations for the Fort Abraham Lincoln Foundation from July 1, 2012 through June 30, 2013: i. West Side Bar and Grill/Mulligans; ii) Seven Seas; iii) Midway Lanes; iv) Lonesome Dove and v) Broken Oar. The Board approved of the site authorizations for the Fort Abraham Lincoln Foundation from July 1, 2012 through June 30, 2013: i. West Side Bar and Grill/Mulligans; ii) Seven Seas; iii) Midway Lanes; iv) Lonesome Dove and v) Broken Oar.
3. Consider games of chance for ND Bankers Association (NDBA) at Captain Freddy's June 5-June 11, 2012. The Board approved of the games of chance for ND Bankers Association (NDBA) at Captain Freddy's June 5-June 11, 2012.
4. Consider for approval the final plat of Living Water Addition. The Board approved of the final plat of Living Water Addition.
5. Consider for approval the final plat of Meadow Ridge 2<sup>nd</sup> Addition. The Board approved of the final plat of Meadow Ridge 2<sup>nd</sup> Addition.
6. Consider for approval the application for beer garden and street dance event. The Board approved of the application for beer garden and street dance event.
7. Consider Mandan WTP Optimization final time extension change order. The Board approved of the WTP Optimization final time extension change order.
- ~~9. Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.~~
10. Consider site authorization for Prairie Public Broadcasting at the Round Up Bar and Grill for July 1, 2012, through June 30, 2013. The Board approved of the site authorization for Prairie Public Broadcasting at the Round Up Bar and Grill for July 1, 2012, through June 30, 2013.
11. Consider site authorization for Horse Race ND at Dean's Steakhouse for July 1, 2012 through September 30, 2012. The Board approved of the site authorization for Horse Race ND at Dean's Steakhouse for July 1, 2012 through September 30, 2012.

Commissioner Jackson moved to approve the Consent Agenda items 1-7 and 10-11 as presented. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present. The motion passed.

Commissioner Frank requested No. 8 be removed for discussion:

8. Consider entering into an Engineering Services Agreement with Advanced as Engineering. Commissioner Frank asked what benefits exist with the agreement in place. She suggested that some clarification should be obtained that would outline a minimum dollar amount spent in order to maximize the \$25,000. It was suggested that the City commit to a certain rate rather than a retainer type of agreement which could result in a cost savings.

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Commissioner Frank motioned to table this matter in order to allow Engineering Project Manager Bechtel additional time to discuss the terms of the agreement with Advanced Engineering. Commissioner Jackson seconded the motion. Commissioner Tibke pointed out that one of the reasons the City continues with the agreement with Advanced Engineering Services is because they are familiar with the Water Treatment Plant and its functionality. The motion received unanimous approval of the members present. The motion passed.

#### OLD BUSINESS:

1. *Consider Purchase & Business Incentive Agreements with Riverwest Development, LLC, for development of property at 1403 27<sup>th</sup> Street NW (approximately 3.10 acres).* Business Development and Communications Director Huber reviewed with the Board the proposed Purchase and Development Agreements to facilitate the sale and development of 3.1 acres of city owned land located at 1403 27<sup>th</sup> Street NW, at the intersection of Sunset Drive and 27<sup>th</sup> Street Northwest in Mandan. At the May 15<sup>th</sup> meeting, the City Commission voted to approve Purchase and Business Incentive Agreements with an additional condition to limit any residential use to mixed-use. This was to accommodate the buyer's request to allow for the possibility of attaching studio apartments to the back of the buildings to support traveling staff. The mixed-use limitation was to prevent any stand alone apartments, townhouses, or single family residential on the parcel. The buyer has agreed to this condition if the city as seller relinquishes mineral rights to the property and included a sunset provision for the development agreement ending 12/31/18. The agreement has those provisions included along with all the same commitments as originally proposed including the payment by Riverwest of \$270,000. Huber recommended approving the agreements as presented today. Kathy Spilman, Riverwest Development is available to answer any questions. Huber noted that there was an error in the legal address of the property in the Agenda packet that was sent out. The legal address of Lot 1, Block 3, School District 5<sup>th</sup> Addition is in the revised edition. City Attorney Brown stated that the City owns one-half of the oil, gas and mineral rights on the property. (One-half of 3 acres would be 1.5 acres so it probably does not have a value.) He noted that there was no stipulation for mineral rights in the original agreement.

Commissioner Frank moved to approve the Purchase & Business Incentive Agreements with Riverwest Development, LLC, for development of property at 1403 27<sup>th</sup> Street NW (approximately 3.10 acres) as presented. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

#### NEW BUSINESS:

1. *Consider Growth Fund Committee recommendation regarding property tax exemption policy.* Business Development and Communications Director Huber stated that this was an item discussed at the Commission's Special Working Session held on March 27, 2012, in which there was consensus to consider changes to the policy:

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(1) To give credit for jobs created in the 12 months prior to the date of application within the provision that allows for 100% exemption for 5 years based on the creation of at least one job for every \$100,000 of structural value subject to exemption.

(2) To indicate in the policy the amount of exemption that has been provided for multi-family projects of 24-units or more, which has been two years at 100%.

(3) To clarify the claw back provision in the event a property would be sold to an entity exempt from property taxes to indicate that the period of the claw back during which repayment is required is equal to 2.5 times the length of the exemption.

Huber stated that these three changes were reviewed by the Mandan Growth Fund Committee at their May 30, 2012, meeting and they voted to approve of the changes.

Commissioner Rohr commented that the changes appear to accomplish what needs to be done. Commissioner Jackson stated he has concerns with No. 1 and No. 2 because of the amount of the exemptions that are going to be given.

Commissioner Frank moved to approve the proposed changes to the property tax policy and guidelines. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: No. The motion passed.

2. *Consider approval of creating a new position in the Assessing Department.*

City Assessor Barta reviewed with the Board a request to create a new position for an appraiser in the Assessing Department for the purpose of maintaining the newly updated property value records. This position will allow the office to perform appraisals in a more timely fashion. There is money in the budget to support this request. At the end of June two of the temporary positions will be eliminated. This job position is necessary to make sure the city wide assessment is conducted regularly. Commissioner Jackson said this position was budgeted for and this position should not affect any of the other departments.

Commissioner Tibke moved to approve creating a new position in the City Assessor's Department. Commissioner Frank seconded the motion. Commissioner Frank commented that with regard to homeowners and the matter of property taxes, this is the first step in making sure the City addresses that property taxes accurately reflect the properties in the City of Mandan. The motion received unanimous approval of the members present. The motion passed.

3. *Consider the preparation of a Watershed Study.* Engineering Project Manager Bechtel reviewed with members a request to consider a Watershed Study in north Mandan in anticipation of expansion and growth in that area. Bechtel stated that in 2004 a Watershed Study was conducted for the Mandan Middle School south basin for the matter of determining the proper methods for storm water management within the basin. That study has been extremely valuable to the City and developers. The north basin that is now being proposed for study is approximately 217 acres and of 1/3 of the area is in the planning stages for development. There is interest in a regional storm water pond for

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the watershed. Bechtel stated that the study conducted in 2004 cost around \$40,000 and it is anticipated that amount will be sufficient to cover the costs of the current request for the north basin. Bechtel stated that an RFP will be developed by a committee that will outline the criteria of what would be done to complete the study and then sent out to prospective engineering firms to bid the project. He has not checked with the state to see if any funding is available and he said that some work has been done in that area already by another engineering firm and he will discuss with them what has been done so far. Tesoro Refinery and Morton County Water Resource Board has expressed that they would present this to their Boards to see if they would be agreeable to participate as far as the cost involved.

Mayor Helbling commented that he is in favor of a study on the north end but stated that much of that land is owned by the county. Commissioner Jackson stated that he would suggest contacting the State Water Commission for funding because projects such as this will have funding available. He stated it would be helpful to know what Tesoro and Morton County would contribute before making a decision on what the City will do.

Commissioner Jackson recommended tabling the Watershed Study until the questions have been answered with regard to funding assistance from the state, Tesoro Refinery and Morton County Water Resource Board. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present. The motion passed.

4. *Update on the North Mandan Street Improvement Project.* Engineering Project Manager Bechtel reviewed the timeline of events for this project that started September 11, 2011 wherein the Toman/Wenck team was hired to engineer the project. Events have occurred over the last several months with the most recent being the bid opening that occurred on 5/31/12. He provided a summary presentation of the job. He stated that the public hearing and bid awards are scheduled for review and discussion at the June 19<sup>th</sup> meeting. There are approximately 1,000 parcels in that project. There have been approximately 90 protest letters received so far. Mayor Helbling stated that this project overlaps with the Sunset Drive project scheduled for 2013. If this project moves ahead there will have to be consideration given to overlaying on the Sunset Drive project. Bechtel stated that alternatives are being considered now in order to bring down some of the projected costs. Commissioner Rohr and Commissioner Jackson stated they have had several discussions with homeowners who are concerned about the cost of the assessments. Mayor Helbling commented that the current roads have been there for 30-35 years and repairs will have to be done regardless while looking at options in order to keep the costs as reasonable as possible. Commissioner Frank requested Bechtel give a summary of what Sunset Drive would consist of if the project was reconfigured. Bechtel replied that the Sunset Drive project is on schedule for 2013 and federal dollars have been secured to reconstruct that street which is typically an approximately 80/20 cost share. The city shares 50% of the 20% cost so approximately 25% of the project gets special assessed to the entire street project and that district has not been created yet. He agreed with Mayor Helbling's suggestion of looking closer at the numbers and to make a determination of costs prior to entering into the project. Commissioner Frank requested Bechtel to look at those homeowners who may be impacted on the arterial roads even

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though they are not located directly on those roads (9<sup>th</sup> Avenue Northeast that turns into Sixth; 6<sup>th</sup> Avenue NW up to Boundary, 14<sup>th</sup> Street NW west of Sunset and 3<sup>rd</sup> Avenue NE). Bechtel clarified that 6<sup>th</sup> and 9<sup>th</sup> are considered arterial. Mayor Helbling stated that this is an update only and no action is required at this time.

#### RESOLUTIONS & ORDINANCES:

1. *Second consideration and final passage of Ordinance No. 1122, a franchise granting to MDU Resources Group, Inc., a corporate, its successors and assigns, the franchise and right to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of the City of Mandan, Morton County North Dakota an electric distribution system for transmitting and distributing electricity for public and private use.* Commissioner Tibke moved to approve the Second consideration and final passage of Ordinance No. 1122, a franchise granting to MDU Resources Group, Inc., a corporate, its successors and assigns, the franchise and right to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of the City of Mandan, Morton County North Dakota an electric distribution system for transmitting and distributing electricity for public and private use. Commissioner Jackson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

2. *Second consideration and final passage of Ordinance No. 1123, a franchise granting to Mor-Gran-Sou Electric Cooperative, Inc., its successors and assigns, the franchise and right to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of the City of Mandan, Morton County North Dakota an electric distribution system for transmitting and distributing electricity for public and private use.* Commissioner Tibke moved to approve the Second consideration and final passage of Ordinance No. 1123, a franchise granting to Mor-Gran-Sou Electric Cooperative, Inc., its successors and assigns, the franchise and right to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of the City of Mandan, Morton County North Dakota an electric distribution system for transmitting and distributing electricity for public and private use. Commissioner Jackson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

3. *Resolution establishing rates and charges for Residential and Commercial/non-resident services from the Solid Waste Utility Fund.* Director of Public Works Wright stated that at the 5/1/12 Commission Meeting the Commission voted to approve a \$12 per ton to \$15 per ton increase of the inert material taken at the landfill also at that time a \$2 minimum to a \$3 minimum charge of inert material brought out to the landfill. The motion was based on Mandan residents only. The Commission also requested a commercial non-resident fee schedule. The schedules of 8 North Dakota cities were compared along with the city of Hayes, Kansas (*thank you ~ Commissioner Rohr*). There is a variety of costs and everyone has a different situation at their landfill. Only one city (Bismarck) had a resident vs. a commercial non-resident fee schedule. The City of

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Mandan falls into the need for a commercial non-resident schedule. He stated that the recommended resolution for the commercial non-residential rates as presented is fair. Mayor Helbling stated he agrees with the recommendations as presented.

Commissioner Jackson moved to approve the Resolution establishing rates and charges for Residential and Commercial / non-resident services from the Solid Waste Utility Fund. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

OTHER BUSINESS:

1. *June 12, 2012, Election Day:* Mayor Helbling encouraged citizens to get out and vote for their candidate. Early voting is June 6, 7, 8 and 11.
2. *Buggies-N-Blues Weekend* is scheduled for this weekend - June 9<sup>th</sup> and 10<sup>th</sup>.

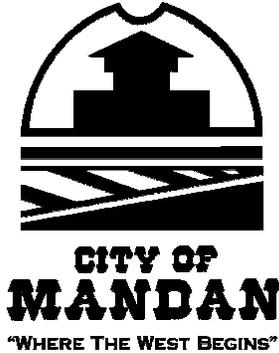
There being no further actions to come before the Board of City Commissioners, Commissioner Jackson moved to adjourn the meeting at 7:25 p.m. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

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James Neubauer,  
City Administrator

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Timothy A. Helbling,  
President, Board of City  
Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19<sup>th</sup>, 2012  
**PREPARATION DATE:** June 13<sup>th</sup>, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider a change of zoning of Lots 27-32, Block 1 and Lots 1-3, Block 4, of Heart Ridge Addition

STATEMENT/PURPOSE: Request from Wachter Development to change the zoning of Lots 27-32, Block 1 and Lots 1-3, Block 4, of Heart Ridge Addition from RM (Multi-Family Residential, restricted to 5 units/acre) to RM (Multi-Family Residential, restricted to 10 units/acre).

BACKGROUND/ALTERNATIVES: The zone change was unanimously approved by the Planning & Zoning Commission on May 29<sup>th</sup>, 2012, with the following restrictions:  
1. Height of buildings are controlled and allowed a two story maximum. No parking underneath. 2. Maximum of 4 units per building. 3. Minimum 20' setback from adjacent single family.

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, restricted to 10 units per acre) with recommended restrictions.

MANDAN PLANNING OFFICE REPORT  
June 13<sup>th</sup>, 2012

Applicant(s): Wachter Development

Owner(s): same

Developer(s):

Requested Action: Zone Change Approval

Name of Subdivision: Heart Ridge Addition

Legal Description: Lots 27-32, Block 1 and Lots 1-3, Block 4

Located: 7<sup>th</sup> & 8<sup>th</sup> Avenues SE

Parcel Acreage: 23.39

Existing Land Use: vacant

Proposed Land Use: multi-family

Adjacent Land Use: two-family and multi-family residential

Existing Zoning: RM (Multi-Family Residential, restricted to 5 units per acre)

Proposed Zoning: RM (Multi-Family Residential, restricted to 10 units per acre)

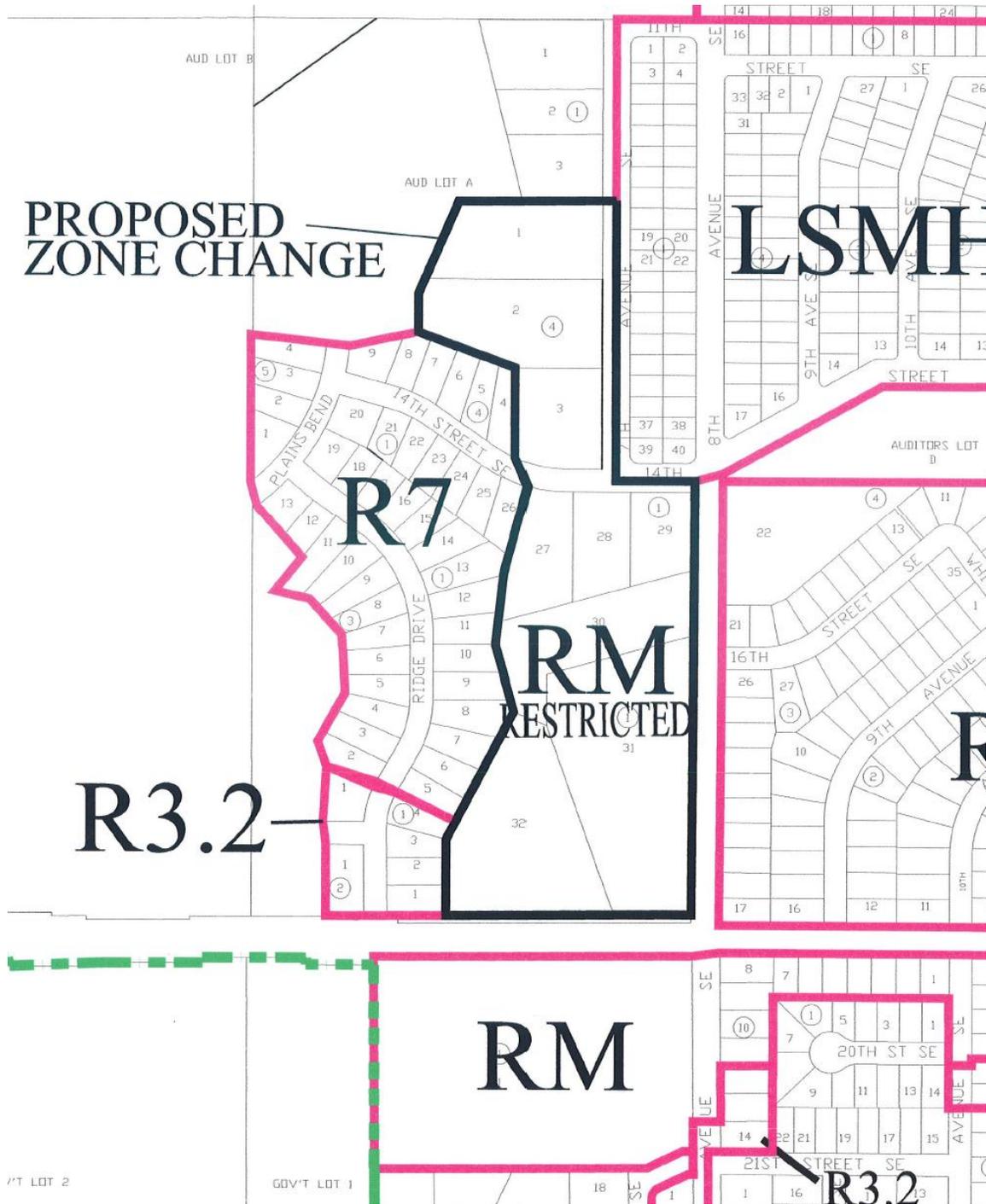
Adjacent Zoning: R3.2 (Two-Family Residential) , RM (Multi-Family Residential), R7 (Single-Family Residential), LSMHS (Large Scale Mobile Home Residential)

Fee(s) Required: \$250.00      Date Received: May 1<sup>st</sup>, 2012

Adjacent Property Owner Notification: June 5<sup>th</sup>, 2012

Dates of Legal Notices: June 8<sup>th</sup> & 15<sup>th</sup>, 2012

Recommendations:



**ORDINANCE NO. 1124**

**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 Municipal Code 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 RM (Multi-Family Residential, restricted to 5 units per acre) zoning and shall be included in the RM (Multi-Family Residential, restricted to 10 units per acre) zoning with the following restrictions: Buildings are height controlled with a two story maximum (no parking allowed underneath building), maximum of four units per building and a minimum 20' setback from adjacent single family residential, namely,

Lots 27-32, Block 1 and Lots 1-3, Block 4 of Heart Ridge Addition in Section 34, 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.

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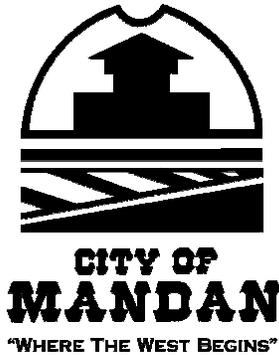
President, Board of City Commissioners

Attest:

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City Administrator

|  |                      |
|--|----------------------|
| Public Hearing:                            | <u>June 19, 2012</u> |
| First Consideration:                       | <u>June 19, 2012</u> |
| Second Consideration<br>and Final Passage: | <u>July 10, 2012</u> |
| Publication Date:                          | _____                |
| Recording Date:                            | _____                |



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19<sup>th</sup>, 2012  
**PREPARATION DATE:** June 13<sup>th</sup>, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider a change of zoning of Lots 1-3, Block 1,  
Collins Ave West

STATEMENT/PURPOSE: Request from Steve Kilen to change Lots 1-3, Block 1, Collins Ave West from R7 (Single-Family Residential) to RM (Multi-Family Residential).

BACKGROUND/ALTERNATIVES: The zone change was approved with a 7-2 vote, with restrictions, by the Planning & Zoning Commission on May 29<sup>th</sup>, 2012, with the following vote: Fleischer-aye, Robinson-aye, Klein-aye, Knoll-aye, Leingang-nay, Kelly-aye, Laber-aye, Pickett-aye, Wetch-nay

The restrictions are as follows: 1. Building maximum height from finished grade not to exceed 20'. 2. Building is to be pushed up the east setback line. 3. A mandatory 8' privacy fence along west property line.

The planning office would also like to place one additional requirement on the permit should the Commission decide to pass this request. We would request that the adjacent property owner, Geri Cody, be deeded Lot 3, Block 1, of Collins Avenue West Addition for the price of \$1, as it was platted as to add to and bring her lot into compliance with setbacks. The current property line sits within 18" of the house and the referenced lot allows for the additional 7' that is needed for compliance to a standard side yard setback. Mr. Kilen is in possession of this lot and has spoke to being willing to relinquish it upon completion of the construction, but it could lead to removal of Geri Cody's fence and subsequent disturbance to what could be deemed as her property. The lot is not needed by Mr. Kilen for the construction of the building and it would seem that this will possibly to foster better relations between the two property owners.

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) with recommended restrictions and the additional requirement.

MANDAN PLANNING OFFICE REPORT  
June 13, 2012

Applicant(s): Steve Kilen, S & K Rentals

Owner(s): same

Developer(s):

Requested Action: Zone Change Approval

Name of Subdivision: Collins Ave West Addition

Legal Description: Lots 1-3, Block 1 of Collins Ave West of the SW ¼ of Section 22, Township 139N, Range 81W.

Located: Northwest corner of Collins Avenue and Division Street

Parcel Acreage:

Existing Land Use: vacant

Proposed Land Use: Four unit apartment complex.

Adjacent Land Use: Single family residential and Multi family residential.

Existing Zoning: R7 (Single-Family Residential)

Proposed Zoning: RM (Multi-Family Residential)

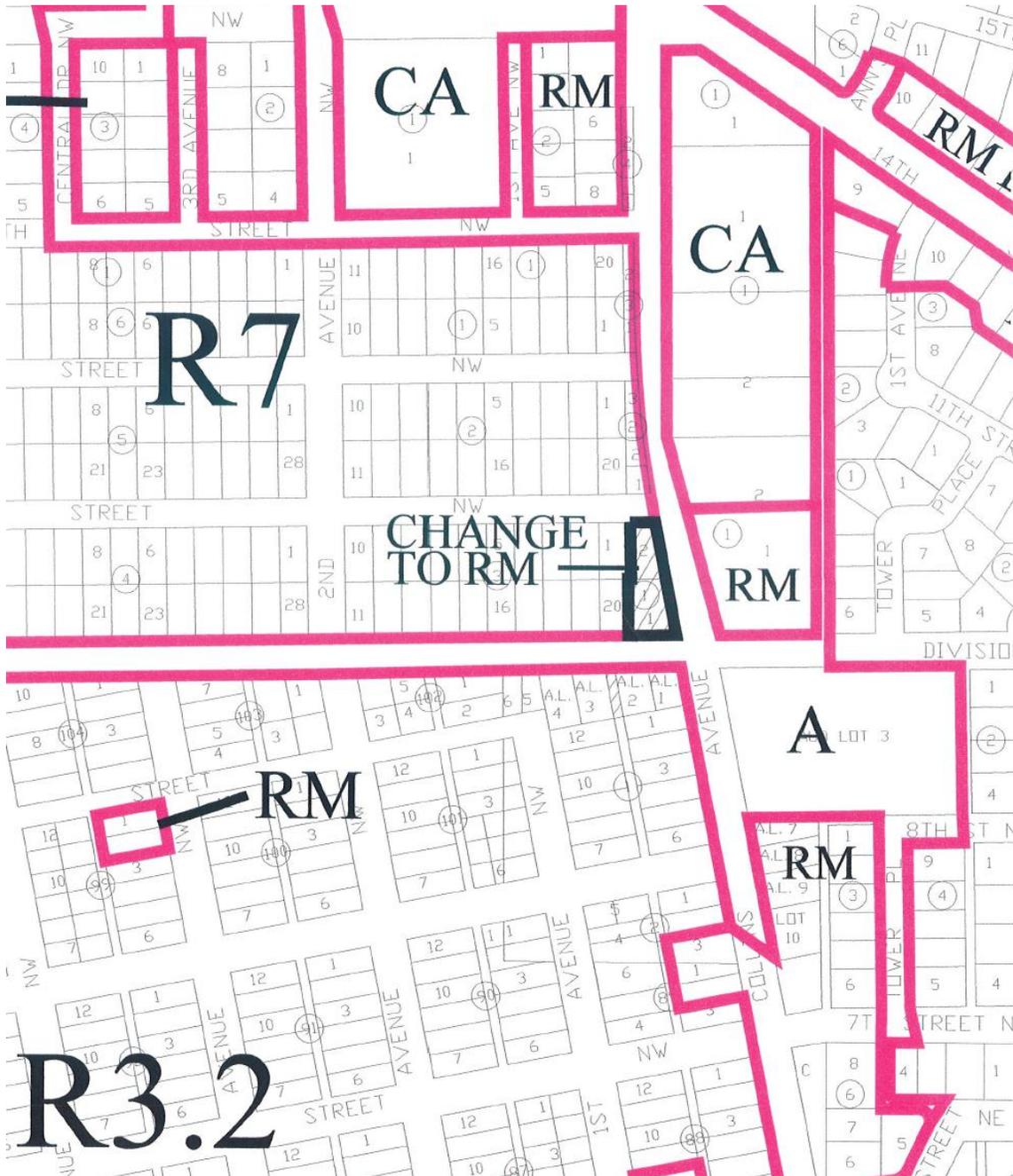
Adjacent Zoning: A (Agriculture), R7 (Single-Family Residential), RM (Multi-Family Residential), R3.2 (Two-Family Residential), CA (Light Commercial and Services).

Fee(s) Required: \$250.00      Date Received: May 2, 2012

Adjacent Property Owner Notification: June 6<sup>th</sup>, 2012

Dates of Legal Notices: June 8<sup>th</sup> & 15<sup>th</sup>, 2012

Recommendations:



**ORDINANCE NO. 1125**

**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 Municipal Code 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 R7 (Single-Family Residential) and shall be included in the RM (Multi-Family Residential zoning with the following restrictions: Maximum building height from finished grade not to exceed 20', building is to be pushed up to the east setback line and a mandatory 8' privacy fence along west property line, namely,

Lots 1-3, Block 1 of Collins Avenue West Addition in the SW ¼ Section 22, Township 139N, Range 81W, City of Mandan, Morton County, North Dakota

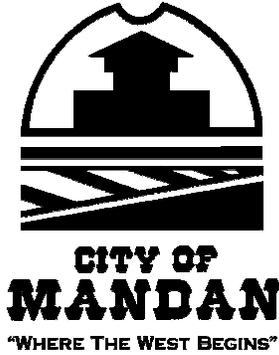
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

\_\_\_\_\_  
President, Board of City Commissioners

Attest:

\_\_\_\_\_  
City Administrator

|  |                      |
|--|----------------------|
| Public Hearing:                            | <u>June 19, 2012</u> |
| First Consideration:                       | <u>June 19, 2012</u> |
| Second Consideration<br>and Final Passage: | <u>July 10, 2012</u> |
| Publication Date:                          | _____                |
| Recording Date:                            | _____                |



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** A public hearing to determine the sufficiency of protests for Street Improvement District No. 161, (North Mandan Street Improvement).

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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 June 6, 2012. We received approximately 300 letters of protest for District 161, that letter represented 28.4% 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: None

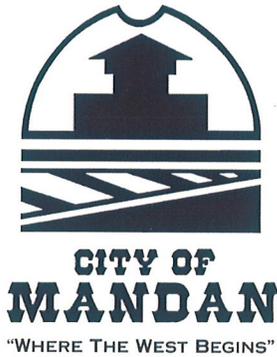
FISCAL IMPACT: Assessments may be levied against the properties within the special assessment district.

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 the district as insufficient to protest out the subject district.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 14, 2012  
**SUBMITTING DEPARTMENT:** Assessing Dept  
**DEPARTMENT DIRECTOR:** Richard L Barta  
**PRESENTER:** Richard L Barta  
**SUBJECT:** Property Tax Incentives for New or Expanding Businesses for TRUENORTH STEEL, INC.

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STATEMENT/PURPOSE: To consider a tax exemption for TRUENORTH STEEL, INC. pursuant to North Dakota Century Code 40-57.1.

BACKGROUND/ALTERNATIVES: TRUENORTH is asking for an exemption on a new shop addition. The Notice to Competitors was published in the May 25<sup>th</sup> and the June 1<sup>st</sup> editions of the Mandan News and no competitors have submitted a written protest.

The Mandan Growth Fund Committee reviewed this project on May 30<sup>th</sup> and was recommended for approval at 100% for five years with a claw back conditions by a unanimous vote.

Also, the County, the School District and the Park District were given notification of this exemption on May 23<sup>rd</sup> and again on June 14<sup>th</sup>.

This parcel is also known as Parcel #10692 at 2522 Memorial Hwy SE on Lot 1, Block 1, Rommesmo Addition.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$12,100 per year.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of a 100% exemption for up to five years dependent upon meeting the claw back conditions regarding the number of employees by the Mandan Growth Fund Committee and meeting all criteria under the City of Mandan's

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: 5-Year Ad Valorem Tax Exemption for TRUENORTH STEEL, INC.

Page 2 of 7

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Commercial Property Tax Exemption Policy and Guidelines; subject to repayment if the facility would be sold to a tax-exempt entity within five years from expiration of the exemption period; and also under State Statute.

SUGGESTED MOTION: I move to approval a 100% exemption for up to five years dependent upon meeting the claw back conditions regarding the number of employees by the Mandan Growth Fund Committee and meeting all criteria under the City of Mandan's Commercial Property Tax Exemption Policy and Guidelines; subject to repayment if the facility would be sold to a tax-exempt entity within five years from expiration of the exemption period; and also under State Statute.

June 19th

**Application For Property Tax Incentives For  
 New or Expanding Businesses**

Pursuant to N.D.C.C. Chapter 40-57.1

Project Operator's Application To City of Mandan  
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

**This application is a public record**

**Identification Of Project Operator**

1. Name of project operator TRUENORTH STEEL INC. (formerly Mandan Steel Fabricators)

2. Address of project 2522 Memorial Highway  
 City Mandan County Morton

3. Mailing address of project operator PO Box 728  
 City Bismarck State ND Zip 58501-0728

4. Type of ownership of project  
 Partnership  Subchapter S corporation  Individual proprietorship  
 Corporation  Cooperative  Limited liability company

5. Federal Identification No. or Social Security No. \_\_\_\_\_

6. North Dakota Sales and Use Tax Permit No. \_\_\_\_\_

7. If a corporation, specify the state and date of incorporation NORTH DAKOTA 09/25/58

8. Name and title of individual to contact LUKE RICHTER / TYLER GARTNER  
 Mailing address PO BOX 728  
 City, State, Zip BISMARCK, ND 58501-0728 Phone No. 701-663-0321

**Project Operator's Application For Tax Incentives**

9. Indicate the tax incentives applied for and terms. Be specific.

**Property Tax Exemption**  **Payments In Lieu of Taxes**  
5 Number of years Beginning year \_\_\_\_\_ Ending year \_\_\_\_\_  
100 Percent of exemption Amount of annual payments (attach schedule if payments will vary)

10. Which of the following would better describe the project for which this application is being made:  
 New business project  Expansion of a existing business project

Description of Project Property

|  |  |
|--|--|
| 11. Legal description of project real property<br><div style="border: 1px solid black; padding: 2px; margin-top: 5px;">           S 25, T139, R81W, ROMMESMO ADDITION, BLK 1, LOT 1 OF SW 1/4 OF SEC 25 &amp; SE 1/4 OF SEC 26         </div>  |  |
| 12. Will the project property be owned or leased by the project operator? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased<br><br>If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.  |  |
| 13. Will the project be located in a new structure or an existing facility? <input checked="" type="checkbox"/> New construction <input type="checkbox"/> Existing facility<br><br>If existing facility, when was it constructed? _____<br><br>If new construction, complete the following:<br>a. Estimated date of commencement of construction of the project covered by this application <u>Spring 2013</u><br>b. Description of project to be constructed including size, type and quality of construction<br><div style="border: 1px solid black; padding: 2px; margin-top: 5px;">           NEW SHOP ADDITION 7,008 SQ FT 48' X 146'         </div> c. Projected number of construction employees during the project construction <u>3-6</u> |  |
| 14. Approximate date of commencement of operations for this project <u>Fall 2013</u>   |  |
| 15. Estimated market value of the property used for this project:<br><br>a. Land ..... \$ <u>325,200</u><br><br>b. Existing buildings and structures for which an exemption is claimed ..... \$ <u>1,407,300</u><br><br>c. Newly constructed buildings and structures when completed ..... \$ <u>600,000</u><br><br>d. Total ..... \$ <u>2,332,500</u><br><br>e. Machinery and equipment ..... \$ _____  | 16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:<br><br>a. Land (not eligible) .....<br><br>b. Eligible existing buildings and structures ..... \$ _____<br><br>c. Newly constructed buildings and structures when completed ..... \$ <u>30,000</u><br><br>d. Total taxable valuation of property eligible for exemption (Add lines b and c) ..... \$ <u>30,000</u><br><br>e. Enter the consolidated mill rate for the appropriate taxing district ..... <u>0.40338</u><br><br>f. Annual amount of the tax exemption (Line d multiplied by line e) ..... \$ <u>12,100 LR</u><br><del>12,090.00</del> |

**Description of Project Business**

**Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.**

17. Type of business to be engaged in:  Ag processing  Manufacturing  Retailing  
 Wholesaling  Warehousing  Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

MISCELLANEOUS STEEL FABRICATOR

19. Indicate the type of machinery and equipment that will be installed

COLD SAW, BAND SAW, COPING MACHINE, BENDER, DRILLS, WELDING EQUIPMENT, CRANE

20. Projected annual revenue, expense, and net income of the project for each year for the first five years.

| Year           | 2013       | 2014       | 2015       | 2016       | 2017       |
|----------------|------------|------------|------------|------------|------------|
| Annual revenue | 10,027,865 | 10,529,250 | 11,055,720 | 11,608,505 | 12,188,930 |
| Annual expense | 8,924,800  | 9,371,040  | 9,839,590  | 10,331,570 | 10,848,150 |
| Net income     | 1,103,065  | 1,158,210  | 1,216,130  | 1,276,935  | 1,340,780  |

21. Projected annual average number of persons to be employed by the project at the project location for each year for the first five years and the estimated annual payroll.

| Year              | 2013                       | 2014                   | 2015                   | 2016                   | 2017                   |
|-------------------|----------------------------|------------------------|------------------------|------------------------|------------------------|
| No. of Employees  | (1) 54<br>(2) _____        | 56<br>(2) _____        | 57<br>(2) _____        | 58<br>(2) _____        | 59<br>(2) _____        |
| Estimated payroll | (1) 2,322,108<br>(2) _____ | 2,368,550<br>(2) _____ | 2,415,921<br>(2) _____ | 2,464,240<br>(2) _____ | 2,513,524<br>(2) _____ |

(1) - full time  
(2) - part time

**Previous Business Activity**

22. Is the project operator succeeding someone else in this or a similar business?  Yes  No
23. Has the project operator conducted this business at this or any other location either in or outside of the state?  
 Yes  No
24. Has the project operator or any officers of the project received any prior property tax incentives?  Yes  No
- If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).

#23 - PREVIOUS LOCATED AT 929 17 ST NE, MANDAN  
 #24 - NEW SHOP/OFFICE ADDN 5 YR TAX EXEMPTION DEC, 2010



Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: 5-Year Ad Valorem Tax Exemption for TRUENORTH STEEL, INC.

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**Business Competition**

25. Is any similar business being conducted by other operators in the municipality?  Yes  No

If YES, give name and location of competing business or businesses

**Property Tax Liability Disclosure Statement**

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it?  Yes  No

27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property?  Yes  No

If the answer to 26 or 27 is Yes, list and explain

**Use Only When Reapplying**

28. The project operator is reapplying for property tax incentives for the following reason(s):

To present additional facts or circumstances which were not presented at the time of the original application

To request continuation of the present property tax incentives because the project has:

- moved to a new location
- had a change in project operation or additional capital investment of more than twenty percent
- had a change in project operators

To request an additional annual exemption for the year of \_\_\_\_\_ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

**Notice to Competitors of Hearing**

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, LUKE RICHTER, do hereby certify that the answers to the above questions 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.

*Luke Richter* GENERAL MANAGER 05/15/12  
Signature Title Date

In compliance with the Federal Privacy Act of 1974, Public Law 93-579, the disclosure of the individual's social security number on this form is mandatory pursuant to North Dakota Century Code §§ 40-57.1-03 and 40-57.1-07. An individual's social security number is used as an identification number by the Office of State Tax Commissioner for file control purposes and record keeping.

**Certification of Governing Body (To be completed by the Auditor of the City or County)**

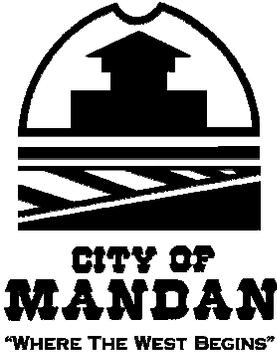
The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, granted the following:

**Property Tax Exemption**       **Payments in lieu of taxes**

\_\_\_\_\_ Number of years      \_\_\_\_\_ Beginning year      \_\_\_\_\_ Ending year

\_\_\_\_\_ Percent of exemption      \_\_\_\_\_ Amount of annual payments (Attach schedule if payments will vary)

\_\_\_\_\_  
Auditor



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Consider Bids for Purchase & Demolition of Former Water Reservoir Property

STATEMENT/PURPOSE: To consider bids received for the sale of the former water reservoir property located northeast of the intersection of Old Red Trail and 8<sup>th</sup> Avenue NW.

BACKGROUND/ALTERNATIVES: The water reservoir on this city-owned property has not been used for many years. Demolition of the reservoir will improve aesthetics of the surrounding area. With retail and commercial interest in properties in near I-94, exit 152 and the planned Walmart site, privatization at this time could help facilitate commercial development of adjacent properties. An advertisement for bids was placed twice in the Mandan News as required by local ordinance and posted on the city website. Bids are to include the cost of demolition to be completed within one year of the award of bid. The successful bidder will be required to make a \$5,000 deposit in addition to payment of the bid/purchase price. In the event the buyer fails to demolish the reservoir structure within one year, the security deposit will be retained by the City of Mandan as an agreed amount of liquidated damages. Sealed bids are due June 15 at 11 a.m.

ATTACHMENTS: A summary of bids received will be compiled and available for Tuesday's meeting.

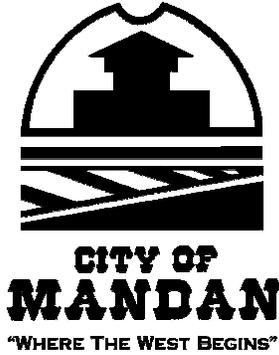
FISCAL IMPACT: To be determined.

STAFF IMPACT: Minimal.

LEGAL REVIEW: Attorney Brown will prepare documents or agreements needed to facilitate the sale of the property to the highest bidder and to assure demolition of the water reservoir occurs within one year.

RECOMMENDATION: Pending review of bids received, I recommend awarding the sale of the city-owned property to include demolition of the former water reservoir to the highest bidder.

SUGGESTED MOTION: I move to approve awarding the sale of the city-owned property to include demolition of the former water reservoir to the highest bidder.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Liquor License Bids

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STATEMENT/PURPOSE: Consider award of one Class D liquor license and two Class D-1 liquor licenses.

BACKGROUND/ALTERNATIVES: May 15, 2012 the City Commission adopted Ordinance 1120 which made one additional Class D (Exclusive retail off-sale alcoholic beverages.) and two Class D-1 (Exclusive retail off-sale beer and wine) licenses available.

In order to make the licenses available July 1<sup>st</sup>, the following schedule was adopted:

- May 15, 2012 – Commission makes available the additional licenses
- May 15, 2012 – Commission determines the process to award additional licenses
  - Sealed Bids
  - Minimum Bid Class D-1, \$7,500
  - Minimum Bid Class D, \$40,000
- May 16, 2012 – Notice is placed on the City of Mandan Website
- May 25, 2012 – Notice is placed in the Mandan News
- June 13, 2012 – 11:00 a.m. Deadline for applications and sealed bids to be received & opened
- June 19, 2012 – Commission determines apparent successful bidder based on highest bid
- July 1, 2012 – Licenses effective

On June 13, the following bids were received:

| <u>License</u>                        | <u>Name</u>               | <u>Application</u> | <u>Minimum Bid</u> | <u>Bid Above Minimum</u> | <u>Total</u> |
|---------------------------------------|---------------------------|--------------------|--------------------|--------------------------|--------------|
| <b><i>One Class D Available</i></b>   |                           |                    |                    |                          |              |
| Class D                               | Missouri Valley Petroleum | Yes                | \$40,000           | \$36,001                 | \$76,001     |
| Class D                               | Ozark Spirits             | Yes                | \$40,000           | \$40,000                 | \$80,000     |
| <b><i>Two Class D-1 Available</i></b> |                           |                    |                    |                          |              |
| Class D-1                             | Red Trail Petro           | Yes                | \$7,500            | \$7,501                  | \$15,001     |
| Class D-1                             | Missouri Valley Petroleum | Yes                | \$7,500            | \$28,501                 | \$36,001     |
| Class D-1                             | Petro USA                 | Yes                | \$7,500            | \$33,211                 | \$40,711     |

**ATTACHMENTS:**

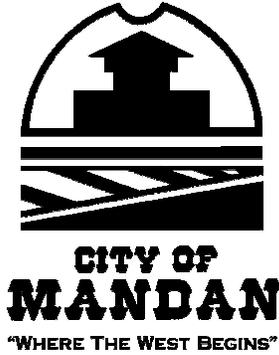
**FISCAL IMPACT:** If the Board approves the award of licenses to the highest Class D bid of \$80,000 and the two highest bids for the Class D-1's, \$76,712 (\$36,001+\$40,711) would add \$156,712 to the General Fund.

**STAFF IMPACT:** n/a

**LEGAL REVIEW:**

**RECOMMENDATION:** I recommend award of one Class D liquor license to Ozark Spirits as the high bidder and award of the two class D-1 liquor licenses to the highest bidders, Missouri Valley Petroleum and Petro USA.

**SUGGESTED MOTION:** I move to award one Class D liquor license to Ozark Spirits as the high bidder and award of the two class D-1 liquor licenses to the highest bidders, Missouri Valley Petroleum and Petro USA.



Bids No. 3

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider award of bids for Street Improvement  
District #161 (North Mandan Street Project)

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**STATEMENT/PURPOSE:** This is an acceptance of bids and the recommendation to award the contract for the project to the low bidder.

**BACKGROUND/ALTERNATIVES:** Bids were received on May 31st for the above mentioned project and 2 bids were received. Northern Improvement was low bidder with an amount of \$8,978,372.48. Engineer's estimate was \$8,860,707.00. The project is over the engineer's estimate but within the 25% allowed by law. Therefore we are recommending award to the low bidder. The 2<sup>nd</sup> bid was for the amount of 9,790,186.50.

**ATTACHMENTS:** Bid Tabulation

**FISCAL IMPACT:** Being bids were over the Engineers Estimate by less than 1%. We had given estimates for the approximate cost per lot based on the estimated costs. With Engineering being negotiated by contract at 12% and administration being estimated at 10%, we believe the estimated special assessment ranges given for work to be good. The City of Mandan would be responsible to pick up 20% of the cost for the arterial street of 6<sup>th</sup> Ave NE, as it typically does with this type of street. The estimated construction cost for that specific street is approximately \$370,382.69. This funding would be as follows:

- City Sales Tax Fund (10%) = \$37,038.27
- Property Taxes (10%) = \$37,038.27
- Total (20%) = \$74,076.54

**STAFF IMPACT:** Minimal

**LEGAL REVIEW:**

Board of City Commissioners

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RECOMMENDATION: I would recommend award of the project to the low bidder.

SUGGESTED MOTION: I move to award of the project to Northern Improvement as the low bidder.

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Subject: Consider award of bids for Street Improvement District #161 (North Mandan Street Project)

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**SUMMARY OF BIDS  
STREET IMPROVEMENT DISTRICT NO. 161  
CITY PROJECT NO. 2010-03  
TECO #2181**

|                    | <b>ENGINEERS<br/>ESTIMATE</b> | <b>NORTHERN<br/>IMPROVEMENT CO.</b> | <b>MARINER<br/>CONSTRUCTION</b> |
|--------------------|-------------------------------|-------------------------------------|---------------------------------|
| AREA 1             | \$1,743,207.60                | \$1,700,374.30                      | \$1,797,471.50                  |
| AREA 2             | \$1,023,731.55                | \$1,110,955.55                      | \$1,170,828.65                  |
| AREA 3             | \$1,616,190.95                | \$1,603,879.15                      | \$1,698,080.95                  |
| AREA 4             | \$841,707.85                  | \$768,374.10                        | \$928,478.35                    |
| AREA 5             | \$1,179,490.10                | \$1,159,740.35                      | \$1,205,523.89                  |
| AREA 6             | \$2,222,861.95                | \$2,408,643.18                      | \$2,725,747.96                  |
| MHS PARKING LOT    | <u>\$233,517.00</u>           | <u>\$226,405.85</u>                 | <u>\$264,055.20</u>             |
| <b>GRAND TOTAL</b> | \$8,860,707.00                | \$8,978,372.48                      | \$9,790,186.50                  |

Board of City Commissioners

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Subject: Consider award of bids for Street Improvement District #161 (North Mandan Street Project)

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**SUMMARY OF BIDS  
STREET IMPROVEMENT DISTRICT NO. 161  
CITY PROJECT NO. 2010-03  
TECO #2181  
May 31, 2012**

|                 | <b>NORTHERN IMP. CO</b> | <b>MARINER CONSTRUCTION</b> |
|-----------------|-------------------------|-----------------------------|
| AREA 1          | <u>\$1,700,374.30</u>   | <u>\$1,797,471.50</u>       |
| AREA 2          | <u>\$1,110,955.55</u>   | <u>\$1,170,828.65</u>       |
| AREA 3          | <u>\$1,603,879.15</u>   | <u>\$1,698,080.95</u>       |
| AREA 4          | <u>\$768,374.10</u>     | <u>\$928,478.35</u>         |
| AREA 5          | <u>\$1,159,740.35</u>   | <u>\$1,205,523.89</u>       |
| AREA 6          | <u>\$2,408,643.18</u>   | <u>\$2,725,747.96</u>       |
| MHS PARKING LOT | <u>\$226,405.85</u>     | <u>\$264,055.20</u>         |
| GRAND TOTAL     | <u>\$8,978,372.48</u>   | <u>\$9,790,186.50</u>       |

Board of City Commissioners

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Subject: Consider award of bids for Street Improvement District #161 (North Mandan Street Project)

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BID TAB  
FOR  
STREET IMPROVEMENT DISTRICT NO. 161  
CITY PROJECT NO. 2010-03  
MANDAN, ND  
TECO #2181

| AREA 1<br>SPEC NO.      | DESCRIPTION                       | UNIT  | QUAN. | UNIT PRICE  | ENGINEERS<br>ESTIMATE | UNIT PRICE  | NORTHERN IMP. | UNIT PRICE   | MARINER<br>CONST. |
|-------------------------|-----------------------------------|-------|-------|-------------|-----------------------|-------------|---------------|--------------|-------------------|
| 202-4.1                 | UNCLASSIFIED EXCAVATION           | CY    | 567   | \$ 11.00    | \$ 6,237.00           | \$ 14.50    | \$ 6,221.50   | \$ 16.00     | \$ 9,072.00       |
| 203-3.1                 | WATERING                          | M GAL | 11    | \$ 20.00    | \$ 220.00             | \$ 13.10    | \$ 144.10     | \$ 40.00     | \$ 440.00         |
| 204-3.1                 | SURGRADE PREPARATION              | SY    | 3400  | \$ 2.50     | \$ 8,500.00           | \$ 2.30     | \$ 7,820.00   | \$ 4.00      | \$ 13,600.00      |
| 205-3.3                 | WEIGHTED FIBER ROLL               | LF    | 40    | \$ 13.00    | \$ 520.00             | \$ 27.20    | \$ 1,088.00   | \$ 31.25     | \$ 1,250.00       |
| 302-4.1                 | STABILIZED GRAVEL BASE            | TON   | 5215  | \$ 22.00    | \$ 114,730.00         | \$ 21.50    | \$ 112,122.50 | \$ 28.00     | \$ 146,020.00     |
| 304-6.1B                | AC STABILIZED BASE (CLASS B)      | TON   | 500   | \$ 90.00    | \$ 45,000.00          | \$ 89.20    | \$ 44,600.00  | \$ 84.50     | \$ 42,250.00      |
| 401-6.1B                | AC LEVELING COURSE (CLASS B)      | TON   | 1600  | \$ 120.00   | \$ 192,000.00         | \$ 103.60   | \$ 165,760.00 | \$ 90.50     | \$ 144,800.00     |
| 401-6.2B                | AC SURFACE COURSE (CLASS B)       | TON   | 4950  | \$ 90.00    | \$ 445,500.00         | \$ 91.30    | \$ 451,935.00 | \$ 84.50     | \$ 418,275.00     |
| 401-6.3B                | AC PATCH (CLASS B)                | TON   | 2100  | \$ 150.00   | \$ 315,000.00         | \$ 164.00   | \$ 344,400.00 | \$ 170.50    | \$ 358,050.00     |
| 402-4.2                 | BITUMINOUS TACK COAT              | GAL   | 1770  | \$ 2.75     | \$ 4,875.00           | \$ 2.50     | \$ 4,425.00   | \$ 2.90      | \$ 5,115.00       |
| 403-4.1                 | BITUMINOUS SEAL COAT              | SY    | 43700 | \$ 2.25     | \$ 98,325.00          | \$ 2.20     | \$ 96,140.00  | \$ 2.30      | \$ 100,510.00     |
| 403-4.2                 | BLOTTER SAND                      | TON   | 87    | \$ 24.00    | \$ 2,088.00           | \$ 21.40    | \$ 1,861.80   | \$ 40.00     | \$ 3,480.00       |
| 404-4.1                 | MILLING PAVEMENT SURFACE          | SY    | 40271 | \$ 3.10     | \$ 124,840.10         | \$ 2.00     | \$ 80,542.00  | \$ 2.00      | \$ 80,542.00      |
| 406-4.1                 | ASPHALT REMOVAL                   | SY    | 3400  | \$ 7.00     | \$ 23,800.00          | \$ 4.30     | \$ 14,620.00  | \$ 4.56      | \$ 15,504.00      |
| 501-4.5                 | SAWING CONCRETE                   | LF    | 100   | \$ 10.00    | \$ 1,000.00           | \$ 3.30     | \$ 230.00     | \$ 5.00      | \$ 500.00         |
| 601-4.1                 | 4" CONCRETE SIDEWALK              | SF    | 7200  | \$ 6.00     | \$ 43,200.00          | \$ 6.30     | \$ 45,360.00  | \$ 7.40      | \$ 53,280.00      |
| 602-4.1                 | 6" CONCRETE                       | SF    | 8100  | \$ 7.00     | \$ 56,700.00          | \$ 8.70     | \$ 70,470.00  | \$ 9.70      | \$ 78,570.00      |
| 603-5.1                 | CURB & GUTTER REPAIR              | LF    | 3400  | \$ 26.00    | \$ 88,400.00          | \$ 33.30    | \$ 113,220.00 | \$ 32.70     | \$ 111,180.00     |
| 1202-4.2                | SEEDING CLASS II                  | SY    | 718   | \$ 7.50     | \$ 5,385.00           | \$ 6.00     | \$ 4,308.00   | \$ 17.25     | \$ 12,385.50      |
| 1206-4.1                | ADJUST VALVE BOX-ASPH PVMT        | EA    | 5     | \$ 400.00   | \$ 2,000.00           | \$ 482.10   | \$ 2,410.50   | \$ 500.00    | \$ 2,500.00       |
| 1206-4.11               | ADJUST VALVE BOX-ASPH PVMT        | EA    | 4     | \$ 300.00   | \$ 1,200.00           | \$ 471.20   | \$ 1,884.80   | \$ 500.00    | \$ 2,000.00       |
| 1206-4.14               | ADJUST VALVE BOX IN CONCRETE      | EA    | 2     | \$ 400.00   | \$ 800.00             | \$ 11.60    | \$ 23.20      | \$ 15.00     | \$ 30.00          |
| 1206-4.2                | FURN & ADJ M.H. CAST-ASPH PVMT    | EA    | 25    | \$ 800.00   | \$ 20,000.00          | \$ 795.20   | \$ 19,905.00  | \$ 1,000.00  | \$ 25,000.00      |
| 1206-4.7                | ADJUST INLET CASTING ALL SIZES    | EA    | 4     | \$ 400.00   | \$ 1,600.00           | \$ 57.90    | \$ 231.60     | \$ 180.00    | \$ 720.00         |
| 1211-4.8                | TRAFFIC CONTROL                   | LS    | 1     | \$ 5,000.00 | \$ 5,000.00           | \$ 5,764.80 | \$ 5,764.80   | \$ 10,000.00 | \$ 10,000.00      |
| 1212-4A                 | FLAT SHEETS FOR SIGNS TYPE 3A     | SF    | 35.5  | \$ 30.00    | \$ 1,065.00           | \$ 2.20     | \$ 78.10      | \$ 20.00     | \$ 710.00         |
| 1212-4B                 | GALV STEEL POST - TEL. PERIF TUBE | LF    | 27    | \$ 20.00    | \$ 540.00             | \$ 13.10    | \$ 353.70     | \$ 18.00     | \$ 486.00         |
| SP 2                    | FABRIC PETROMAT OR APPROVED EQUAL | SY    | 28500 | \$ 2.75     | \$ 78,375.00          | \$ 1.50     | \$ 42,750.00  | \$ 3.00      | \$ 85,500.00      |
| SP 3                    | AC TACK                           | GAL   | 11000 | \$ 2.75     | \$ 30,250.00          | \$ 2.60     | \$ 28,600.00  | \$ 3.50      | \$ 38,500.00      |
| SP 6                    | CONCRETE REMOVAL ALL THICKNESSES  | SY    | 1395  | \$ 15.00    | \$ 20,925.00          | \$ 19.70    | \$ 27,481.50  | \$ 21.60     | \$ 30,132.00      |
| SP 7                    | DETECTABLE WARNING PANEL          | SF    | 120   | \$ 70.00    | \$ 8,400.00           | \$ 46.30    | \$ 5,556.00   | \$ 60.00     | \$ 7,200.00       |
| SP 22                   | STREET NAME SIGNS                 | EA    | 38    | \$ 30.00    | \$ 1,140.00           | \$ 54.40    | \$ 2,067.20   | \$ 120.00    | \$ 4,560.00       |
| AREA 1 TOTAL BID AMOUNT |                                   |       |       |             |                       |             |               |              | \$ 1,797,471.50   |

Board of City Commissioners

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STREET IMP. DISTRICT NO. 161  
CITY PROJECT NO. 2010-03

| AREA 2<br>SPEC NO.      | DESCRIPTION                       | UNIT  | QUAN. | UNIT PRICE  | ENGINEERS<br>ESTIMATE | UNIT PRICE   | NORTHERN<br>IMP. | UNIT PRICE   | MARRIHER<br>CONST. |
|-------------------------|-----------------------------------|-------|-------|-------------|-----------------------|--------------|------------------|--------------|--------------------|
| 202-4.1                 | UNCLASSIFIED EXCAVATION           | CY    | 1610  | \$ 11.00    | \$ 17,710.00          | \$ 14.50     | \$ 23,345.00     | \$ 16.00     | \$ 25,760.00       |
| 203-3.1                 | WATERING                          | M GAL | 33    | \$ 20.00    | \$ 660.00             | \$ 13.10     | \$ 432.30        | \$ 40.00     | \$ 1,320.00        |
| 204-3.1                 | SUBGRADE PREPARATION              | SY    | 7979  | \$ 2.50     | \$ 19,947.50          | \$ 2.30      | \$ 18,351.70     | \$ 4.00      | \$ 31,916.00       |
| 204-3.1A                | SUBGRADE PREPARATION (1' DEEP)    | SY    | 1681  | \$ 3.00     | \$ 5,043.00           | \$ 3.70      | \$ 6,279.20      | \$ 4.50      | \$ 7,564.50        |
| 205-3.3                 | WEIGHTED FIBER ROLL               | LF    | 202   | \$ 13.00    | \$ 2,626.00           | \$ 23.90     | \$ 4,827.80      | \$ 31.25     | \$ 6,312.50        |
| 302-4.1                 | STABILIZED GRAVEL BASE            | TON   | 3845  | \$ 22.00    | \$ 84,590.00          | \$ 21.50     | \$ 82,667.50     | \$ 28.00     | \$ 107,660.00      |
| 304-6.1B                | AC STABILIZED BASE (CLASS B)      | TON   | 1400  | \$ 90.00    | \$ 126,000.00         | \$ 85.20     | \$ 119,280.00    | \$ 84.50     | \$ 118,900.00      |
| 401-6.1B                | AC LEVING COURSE (CLASS B)        | TON   | 425   | \$ 120.00   | \$ 51,000.00          | \$ 103.60    | \$ 44,030.00     | \$ 90.50     | \$ 38,462.50       |
| 401-6.2B                | AC SURFACE COURSE (CLASS B)       | TON   | 2350  | \$ 90.00    | \$ 211,500.00         | \$ 91.30     | \$ 214,555.00    | \$ 84.50     | \$ 196,375.00      |
| 401-6.3B                | AC PATCH (CLASS B)                | TON   | 425   | \$ 150.00   | \$ 63,750.00          | \$ 164.00    | \$ 69,700.00     | \$ 170.50    | \$ 72,462.50       |
| 402-4.2                 | BITUMINOUS SEAL COAT              | GAL   | 482   | \$ 2.75     | \$ 1,325.50           | \$ 2.50      | \$ 1,205.00      | \$ 2.50      | \$ 1,205.00        |
| 403-4.1                 | BITUMINOUS SEAL COAT              | SY    | 20007 | \$ 2.75     | \$ 55,018.75          | \$ 2.20      | \$ 44,015.40     | \$ 2.30      | \$ 46,016.10       |
| 403-4.2                 | BITUMINOUS SEAL COAT              | SY    | 10748 | \$ 3.10     | \$ 33,278.80          | \$ 2.10      | \$ 22,662.00     | \$ 2.00      | \$ 20,696.00       |
| 404-4.1                 | MILLING PAVEMENT SURFACE          | SY    | 9560  | \$ 7.00     | \$ 66,920.00          | \$ 4.30      | \$ 41,538.00     | \$ 4.56      | \$ 44,049.60       |
| 506-4.1                 | ASPHALT REMOVAL                   | LF    | 400   | \$ 10.00    | \$ 4,000.00           | \$ 2.30      | \$ 920.00        | \$ 5.00      | \$ 2,000.00        |
| 601-4.1                 | 4" CONCRETE SIDEWALK              | SF    | 4100  | \$ 6.00     | \$ 24,600.00          | \$ 6.30      | \$ 25,830.00     | \$ 7.40      | \$ 30,340.00       |
| 602-4.1                 | 16" CONCRETE                      | SF    | 6400  | \$ 7.00     | \$ 44,800.00          | \$ 8.70      | \$ 55,680.00     | \$ 9.70      | \$ 62,080.00       |
| 603-5.1                 | CURB & GUTTER REPAIR              | LF    | 2241  | \$ 26.00    | \$ 58,266.00          | \$ 33.30     | \$ 74,625.30     | \$ 32.70     | \$ 73,280.70       |
| 801-4.60                | BEDDING MATERIAL                  | TON   | 1960  | \$ 18.00    | \$ 35,280.00          | \$ 21.80     | \$ 42,728.00     | \$ 24.00     | \$ 47,040.00       |
| 802-4.1                 | 12 INCH RCP STORM SEWER PIPE      | LF    | 300   | \$ 35.00    | \$ 10,500.00          | \$ 141.40    | \$ 42,420.00     | \$ 150.00    | \$ 45,000.00       |
| 802-4.81                | 6 INCH PERFORATED PIPE            | LF    | 13    | \$ 30.00    | \$ 390.00             | \$ 163.20    | \$ 2,121.60      | \$ 175.00    | \$ 2,275.00        |
| 1202-4.2                | SEEDING CLASS II                  | SY    | 1050  | \$ 30.00    | \$ 31,500.00          | \$ 54.40     | \$ 57,120.00     | \$ 57.50     | \$ 60,375.00       |
| 1205-4.1A               | 48 INCH CONCRETE MANHOLE (STORM)  | EA    | 2     | \$ 7.50     | \$ 15.00              | \$ 7.10      | \$ 14.20         | \$ 17.25     | \$ 17.25           |
| 1205-4.1B               | 36 INCH INLET                     | EA    | 1     | \$ 3,000.00 | \$ 3,000.00           | \$ 15,227.80 | \$ 30,455.60     | \$ 8,050.00  | \$ 16,100.00       |
| 1206-4.1                | ADI MANHOLE CASTING-ASPH PVMT     | EA    | 1     | \$ 2,200.00 | \$ 2,200.00           | \$ 7,613.90  | \$ 7,613.90      | \$ 8,050.00  | \$ 8,050.00        |
| 1206-4.11               | ADJUST VALVE BOX-ASPH PVMT        | EA    | 4     | \$ 400.00   | \$ 1,600.00           | \$ 482.10    | \$ 1,928.40      | \$ 500.00    | \$ 2,000.00        |
| 1206-4.13               | ADJUST VALVE BOX IN CONCRETE      | EA    | 8     | \$ 300.00   | \$ 2,400.00           | \$ 471.20    | \$ 3,769.60      | \$ 500.00    | \$ 4,000.00        |
| 1206-4.14               | ADJUST VALVE BOX IN CONCRETE      | EA    | 4     | \$ 400.00   | \$ 1,600.00           | \$ 11.60     | \$ 46.40         | \$ 15.00     | \$ 60.00           |
| 1206-4.2                | FURN & ADI M.H. CAST-ASPH PVMT    | EA    | 11    | \$ 800.00   | \$ 8,800.00           | \$ 795.20    | \$ 8,758.20      | \$ 1,000.00  | \$ 11,000.00       |
| 1206-4.7                | ADJUST INLET CASTING ALL SIZES    | EA    | 4     | \$ 400.00   | \$ 1,600.00           | \$ 57.90     | \$ 231.60        | \$ 180.00    | \$ 720.00          |
| 1210-6.C                | PAVEMENT MARKING FILM-24" LINE    | LF    | 192   | \$ 22.00    | \$ 4,224.00           | \$ 40.80     | \$ 7,833.60      | \$ 25.00     | \$ 4,800.00        |
| 1211-4.B                | TRAFFIC CONTROL                   | LS    | 1     | \$ 5,000.00 | \$ 5,000.00           | \$ 3,458.90  | \$ 3,458.90      | \$ 10,000.00 | \$ 10,000.00       |
| 1212-4A                 | FLAT SHEETS FOR SIGNS TYPE 3A     | SF    | 30.5  | \$ 30.00    | \$ 915.00             | \$ 2.20      | \$ 67.10         | \$ 20.00     | \$ 610.00          |
| 1212-4B                 | GALV STEEL POST - TEL. PERF TUBE  | LF    | 79.5  | \$ 20.00    | \$ 1,590.00           | \$ 13.10     | \$ 1,041.45      | \$ 18.00     | \$ 1,431.00        |
| SP 2                    | FABRIC PETROMAT OR APPROVED EQUAL | SY    | 7050  | \$ 2.75     | \$ 19,387.50          | \$ 1.50      | \$ 10,575.00     | \$ 3.00      | \$ 21,150.00       |
| SP 3                    | ACTACK                            | GAL   | 2700  | \$ 2.75     | \$ 7,425.00           | \$ 2.60      | \$ 7,020.00      | \$ 3.50      | \$ 9,450.00        |
| SP 6                    | CONCRETE REMOVAL ALL THICKNESSES  | SY    | 790   | \$ 15.00    | \$ 11,850.00          | \$ 19.70     | \$ 15,563.00     | \$ 21.60     | \$ 17,064.00       |
| SP 7                    | DETECTABLE WARNING PANEL          | SF    | 96    | \$ 70.00    | \$ 6,720.00           | \$ 46.30     | \$ 4,444.80      | \$ 60.00     | \$ 5,760.00        |
| SP 17                   | 12 INCH INLINE DRAIN & PIPE       | EA    | 1     | \$ 610.00   | \$ 610.00             | \$ 7,613.90  | \$ 7,613.90      | \$ 8,050.00  | \$ 8,050.00        |
| SP 22                   | STREET NAME SIGNS                 | EA    | 4     | \$ 30.00    | \$ 120.00             | \$ 54.40     | \$ 217.60        | \$ 120.00    | \$ 480.00          |
| AREA 2 TOTAL BID AMOUNT |                                   |       |       |             | \$ 1,023,731.55       |              | \$ 1,110,955.55  |              | \$ 1,170,828.65    |

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STREET IMP. DISTRICT NO. 161  
CITY PROJECT NO. 2010-03

| AREA 3<br>SPEC. NO.            | DESCRIPTION                       | UNIT  | QUANTITY | UNIT PRICE  | ENGINEERS<br>ESTIMATE | UNIT PRICE  | NORTHERN<br>IMP. | UNIT PRICE   | MARINER<br>COMST.      |
|--------------------------------|-----------------------------------|-------|----------|-------------|-----------------------|-------------|------------------|--------------|------------------------|
| 202-4.1                        | UNCLASSIFIED EXCAVATION           | CY    | 816      | \$ 11.00    | \$ 8,976.00           | \$ 14.50    | \$ 11,832.00     | \$ 16.00     | \$ 13,056.00           |
| 202-3.1                        | WATERING                          | M GAL | 16       | \$ 20.00    | \$ 320.00             | \$ 13.10    | \$ 209.60        | \$ 40.00     | \$ 640.00              |
| 204-3.1                        | SUBGRADE PREPARATION              | SF    | 5276     | \$ 2.50     | \$ 13,190.00          | \$ 2.30     | \$ 12,134.80     | \$ 4.00      | \$ 21,104.00           |
| 205-3.3                        | WEIGHTED FIBER ROLL               | LF    | 108      | \$ 13.00    | \$ 1,404.00           | \$ 27.20    | \$ 2,937.60      | \$ 31.25     | \$ 3,375.00            |
| 302-4.1                        | STABILIZED GRAVEL BASE            | TON   | 4485     | \$ 22.00    | \$ 98,670.00          | \$ 21.50    | \$ 96,427.50     | \$ 28.00     | \$ 125,580.00          |
| 304-6.1B                       | AC STABILIZED BASE (CLASS B)      | TON   | 675      | \$ 90.00    | \$ 60,750.00          | \$ 89.20    | \$ 60,210.00     | \$ 84.50     | \$ 57,037.50           |
| 401-6.1B                       | AC LEVELING COURSE (CLASS B)      | TON   | 1300     | \$ 120.00   | \$ 156,000.00         | \$ 103.60   | \$ 134,680.00    | \$ 90.50     | \$ 117,650.00          |
| 401-6.2B                       | AC SURFACE COURSE (CLASS B)       | TON   | 4200     | \$ 90.00    | \$ 378,000.00         | \$ 91.30    | \$ 383,460.00    | \$ 84.50     | \$ 354,900.00          |
| 401-6.3B                       | AC PATCH (CLASS B)                | TON   | 1825     | \$ 150.00   | \$ 273,750.00         | \$ 164.00   | \$ 299,300.00    | \$ 170.50    | \$ 311,182.50          |
| 402-4.2                        | BITUMINOUS SEAL COAT              | GAL   | 264      | \$ 2.75     | \$ 726.00             | \$ 2.50     | \$ 660.00        | \$ 2.50      | \$ 660.00              |
| 403-4.1                        | BITUMINOUS SEAL COAT              | SY    | 38726    | \$ 2.25     | \$ 87,133.50          | \$ 2.20     | \$ 85,197.20     | \$ 2.30      | \$ 89,069.80           |
| 403-4.2                        | BLOTTER SAND                      | TON   | 777      | \$ 24.00    | \$ 18,648.00          | \$ 21.40    | \$ 16,647.80     | \$ 40.00     | \$ 30,880.00           |
| 404-4.1                        | MILLING PAVEMENT SURFACE          | SY    | 32562    | \$ 3.10     | \$ 100,942.20         | \$ 2.00     | \$ 65,124.00     | \$ 2.00      | \$ 65,124.00           |
| 406-4.1                        | ASPHALT REMOVAL                   | SY    | 3760     | \$ 7.00     | \$ 26,320.00          | \$ 4.30     | \$ 16,168.00     | \$ 4.56      | \$ 17,145.60           |
| 501-4.5                        | SAWING CONCRETE                   | LF    | 100      | \$ 10.00    | \$ 1,000.00           | \$ 6.30     | \$ 230.00        | \$ 5.00      | \$ 500.00              |
| 601-4.1                        | 4" CONCRETE SIDEWALK              | SF    | 9930     | \$ 6.00     | \$ 57,780.00          | \$ 6.30     | \$ 60,669.00     | \$ 7.40      | \$ 71,262.00           |
| 602-4.1                        | 16" CONCRETE                      | SF    | 9930     | \$ 7.00     | \$ 69,510.00          | \$ 8.70     | \$ 86,981.00     | \$ 9.70      | \$ 96,321.00           |
| 603-5.1                        | CURB & GUTTER REPAIR              | LF    | 3990     | \$ 26.00    | \$ 103,740.00         | \$ 33.30    | \$ 132,867.00    | \$ 32.70     | \$ 130,473.00          |
| 1202-4.2                       | SEEDING CLASS II                  | SY    | 887      | \$ 7.50     | \$ 6,652.50           | \$ 6.00     | \$ 5,322.00      | \$ 17.25     | \$ 15,300.75           |
| 1206-4.1                       | ADJUST MANHOLE CASTING-ASPH PVMT  | EA    | 9        | \$ 400.00   | \$ 3,600.00           | \$ 482.10   | \$ 4,336.90      | \$ 500.00    | \$ 4,500.00            |
| 1206-4.11                      | ADJUST VALVE BOX-ASPH PVMT        | EA    | 26       | \$ 300.00   | \$ 7,800.00           | \$ 471.20   | \$ 12,251.20     | \$ 500.00    | \$ 13,000.00           |
| 1206-4.14                      | ADJUST VALVE BOX IN CONCRETE      | EA    | 5        | \$ 400.00   | \$ 2,000.00           | \$ 11.60    | \$ 58.00         | \$ 15.00     | \$ 75.00               |
| 1206-4.2                       | FURN & ADJ M. H. CAST-ASPH PVMT   | EA    | 22       | \$ 800.00   | \$ 17,600.00          | \$ 796.20   | \$ 17,516.40     | \$ 1,000.00  | \$ 22,000.00           |
| 1206-4.7                       | ADJUST INLET CASTING ALL SIZES    | EA    | 1        | \$ 400.00   | \$ 400.00             | \$ 57.90    | \$ 57.90         | \$ 180.00    | \$ 180.00              |
| 1211-4.8                       | TRAFFIC CONTROL                   | LS    | 1        | \$ 5,000.00 | \$ 5,000.00           | \$ 5,188.30 | \$ 5,188.30      | \$ 10,000.00 | \$ 10,000.00           |
| 1212-4A                        | FLAT SHEETS FOR SIGNS TYPE 3A     | SF    | 6.35     | \$ 30.00    | \$ 187.50             | \$ 2.20     | \$ 13.75         | \$ 20.00     | \$ 125.00              |
| SP 2                           | FABRIC PETROMAT OR APPROVED EQUAL | SY    | 23400    | \$ 2.75     | \$ 64,350.00          | \$ 1.50     | \$ 35,100.00     | \$ 3.00      | \$ 70,200.00           |
| SP 3                           | AC TACK                           | GAL   | 8775     | \$ 2.75     | \$ 24,131.25          | \$ 2.60     | \$ 22,815.00     | \$ 3.00      | \$ 26,325.00           |
| SP 5                           | CRACK SEALING                     | LB    | 250      | \$ 5.00     | \$ 1,250.00           | \$ 4.10     | \$ 1,025.00      | \$ 3.00      | \$ 750.00              |
| SP 6                           | CONCRETE REMOVAL ALL THICKNESSES  | SY    | 2128     | \$ 15.00    | \$ 31,920.00          | \$ 19.70    | \$ 41,921.60     | \$ 21.60     | \$ 45,964.80           |
| SP 7                           | DETECTABLE WARNING PANEL          | SF    | 152      | \$ 70.00    | \$ 10,640.00          | \$ 46.30    | \$ 7,037.60      | \$ 60.00     | \$ 9,120.00            |
| SP 22                          | STREET NAME SIGNS                 | EA    | 20       | \$ 30.00    | \$ 600.00             | \$ 54.40    | \$ 1,088.00      | \$ 120.00    | \$ 2,400.00            |
| <b>AREA 3 TOTAL BID AMOUNT</b> |                                   |       |          |             |                       |             |                  |              | <b>\$ 1,698,080.95</b> |

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STREET IMP. DISTRICT NO. 161  
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| AREA 4<br>SPEC NO.             | DESCRIPTION                       | UNIT  | QUANTITY | UNIT PRICE | ENGINEERS<br>ESTIMATE | UNIT PRICE | NORTHERN<br>IMP. | UNIT PRICE | MARINER<br>CONST. |
|--------------------------------|-----------------------------------|-------|----------|------------|-----------------------|------------|------------------|------------|-------------------|
| 202-4.1                        | UNCLASSIFIED EXCAVATION           | CY    | 200      | \$ 11.00   | \$ 2,200.00           | \$ 14.50   | \$ 2,900.00      | \$ 16.00   | \$ 3,200.00       |
| 203-3.1                        | WATERING                          | M GAL | 22       | \$ 20.00   | \$ 440.00             | \$ 13.10   | \$ 286.20        | \$ 40.00   | \$ 880.00         |
| 204-3.1                        | SUBGRADE PREPARATION              | SY    | 2350     | \$ 2.50    | \$ 5,875.00           | \$ 2.30    | \$ 5,290.00      | \$ 4.00    | \$ 9,200.00       |
| 205-3.3                        | WEIGHTED FIBER ROLL               | LF    | 60       | \$ 13.00   | \$ 780.00             | \$ 27.20   | \$ 1,632.00      | \$ 31.25   | \$ 1,875.00       |
| 302-4.3                        | STABILIZED GRAVEL BASE            | TON   | 1500     | \$ 22.00   | \$ 33,000.00          | \$ 21.50   | \$ 32,250.00     | \$ 28.00   | \$ 42,000.00      |
| 401-6.1B                       | AC LEVELING COURSE (CLASS B)      | TON   | 750      | \$ 120.00  | \$ 90,000.00          | \$ 103.60  | \$ 77,700.00     | \$ 90.50   | \$ 67,875.00      |
| 401-6.2B                       | AC SURFACE COURSE (CLASS B)       | TON   | 2425     | \$ 90.00   | \$ 218,250.00         | \$ 84.50   | \$ 204,912.50    | \$ 84.50   | \$ 204,912.50     |
| 401-6.3B                       | AC PATCH (CLASS B)                | TON   | 1301     | \$ 150.00  | \$ 195,150.00         | \$ 164.00  | \$ 213,364.00    | \$ 170.50  | \$ 221,820.50     |
| 403-4.1                        | BITUMINOUS SEAL COAT              | SY    | 40553    | \$ 2.25    | \$ 91,244.25          | \$ 2.20    | \$ 89,216.60     | \$ 2.30    | \$ 93,271.90      |
| 403-4.2                        | BITUMIN SAND                      | TON   | 81       | \$ 24.00   | \$ 1,944.00           | \$ 21.40   | \$ 1,733.40      | \$ 40.00   | \$ 3,240.00       |
| 602-4.2                        | 8" CONCRETE                       | SY    | 7506     | \$ 3.10    | \$ 23,268.60          | \$ 2.00    | \$ 15,012.00     | \$ 2.00    | \$ 15,012.00      |
| 603-5.1                        | CURB & GUTTER REPAIR              | LF    | 2000     | \$ 8.00    | \$ 16,000.00          | \$ 9.80    | \$ 19,600.00     | \$ 12.50   | \$ 25,000.00      |
| 1201-4.1                       | TOPSOILING                        | SY    | 500      | \$ 26.00   | \$ 13,000.00          | \$ 33.30   | \$ 16,650.00     | \$ 32.70   | \$ 16,350.00      |
| 1202-4.2                       | SEEDING CLASS II                  | SY    | 100      | \$ 3.00    | \$ 300.00             | \$ 4.90    | \$ 490.00        | \$ 12.00   | \$ 1,200.00       |
| 1206-4.3                       | ADJ MANHOLE CASTING-ASPH PWMT     | SY    | 53       | \$ 7.50    | \$ 397.50             | \$ 16.30   | \$ 863.90        | \$ 17.25   | \$ 914.25         |
| 1210-6.A                       | PAVEMENT MARKING PAINTED-4" LINE  | EA    | 8        | \$ 400.00  | \$ 3,200.00           | \$ 482.10  | \$ 3,856.80      | \$ 500.00  | \$ 4,000.00       |
| 1210-6.C                       | PAVEMENT MARKING FILM-24" LINE    | LF    | 27000    | \$ 2.00    | \$ 54,000.00          | \$ 0.20    | \$ 5,400.00      | \$ 4.00    | \$ 108,000.00     |
| 1211-4.B                       | TRAFFIC CONTROL                   | LS    | 128      | \$ 22.00   | \$ 2,816.00           | \$ 40.80   | \$ 5,222.40      | \$ 25.00   | \$ 3,200.00       |
| SP 2                           | FABRIC PTFROMAT OR APPROVED EQUAL | SY    | 7.5      | \$ 30.00   | \$ 225.00             | \$ 2.20    | \$ 16.50         | \$ 20.00   | \$ 150.00         |
| SP 3                           | AC TACK                           | GAL   | 5950     | \$ 2.75    | \$ 16,362.50          | \$ 1.50    | \$ 20,250.00     | \$ 3.00    | \$ 17,850.00      |
| SP 4                           | RELAY SALVAGED MILLINGS(4")       | SY    | 1950     | \$ 6.00    | \$ 11,700.00          | \$ 1.40    | \$ 2,730.00      | \$ 11.70   | \$ 22,815.00      |
| SP 5                           | CRACK SEALING                     | LB    | 3025     | \$ 5.00    | \$ 15,125.00          | \$ 3.00    | \$ 9,075.00      | \$ 3.00    | \$ 9,075.00       |
| SP 6                           | CONCRETE REMOVAL ALL THICKNESSES  | SY    | 167      | \$ 15.00   | \$ 2,505.00           | \$ 19.70   | \$ 3,289.90      | \$ 21.60   | \$ 3,607.20       |
| <b>AREA 4 TOTAL BID AMOUNT</b> |                                   |       |          |            |                       |            |                  |            |                   |
|                                |                                   |       |          |            | \$ 841,707.85         |            | \$ 768,374.10    |            | \$ 926,478.35     |

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| AREA 5 | SPEC NO.  | DESCRIPTION                       | UNIT  | QUANTITY | UNIT PRICE  | ENGINEERS ESTIMATE | UNIT PRICE  | NORTHERN IMP.   | UNIT PRICE   | MARINER CONST.  |
|--------|-----------|-----------------------------------|-------|----------|-------------|--------------------|-------------|-----------------|--------------|-----------------|
|        | 202-4.1   | UNCLASSIFIED EXCAVATION           | CY    | 2628     | \$ 11.00    | \$ 28,908.00       | \$ 14.50    | \$ 38,106.00    | \$ 16.00     | \$ 42,046.00    |
|        | 203-3.1   | WATERING                          | M GAL | 55       | \$ 20.00    | \$ 1,060.00        | \$ 13.10    | \$ 694.30       | \$ 40.00     | \$ 2,120.00     |
|        | 204-3.1   | SURGRADE PREPARATION              | SY    | 9542     | \$ 2.50     | \$ 23,855.00       | \$ 2.30     | \$ 21,946.60    | \$ 4.00      | \$ 38,166.00    |
|        | 204-3.1A  | SURGRADE PREPARATION (1' DEEP)    | SY    | 6222     | \$ 3.00     | \$ 18,666.00       | \$ 3.20     | \$ 19,910.40    | \$ 4.50      | \$ 27,999.00    |
|        | 205-3.3   | TWIGGED FIBER ROLL                | LF    | 211      | \$ 13.00    | \$ 2,743.00        | \$ 23.90    | \$ 5,042.90     | \$ 31.25     | \$ 6,593.75     |
|        | 304-6.1B  | STABILIZED GRAVEL BASE            | TON   | 5026     | \$ 22.00    | \$ 110,572.00      | \$ 21.50    | \$ 108,059.00   | \$ 28.00     | \$ 140,728.00   |
|        | 401-6.1B  | AC STABILIZED BASE (CLASS B)      | TON   | 2925     | \$ 90.00    | \$ 263,250.00      | \$ 89.20    | \$ 260,910.00   | \$ 84.50     | \$ 247,163.50   |
|        | 401-6.1B  | AC SURFACE COURSE (CLASS B)       | TON   | 400      | \$ 120.00   | \$ 48,000.00       | \$ 145.30   | \$ 58,130.00    | \$ 90.50     | \$ 36,200.00    |
|        | 401-6.2B  | AC PATCH (CLASS B)                | TON   | 2900     | \$ 90.00    | \$ 261,000.00      | \$ 164.00   | \$ 82,000.00    | \$ 170.50    | \$ 85,250.00    |
|        | 402-4.2   | BITUMINOUS TACK COAT              | GAL   | 500      | \$ 150.00   | \$ 75,000.00       | \$ 2.50     | \$ 1,975.00     | \$ 2.50      | \$ 1,975.00     |
|        | 403-4.1   | BITUMINOUS SEAL COAT              | SY    | 37878    | \$ 2.75     | \$ 104,266.50      | \$ 2.20     | \$ 83,331.60    | \$ 2.30      | \$ 87,119.40    |
|        | 404-4.1   | MILLING PAVEMENT SURFACE          | TON   | 78       | \$ 24.00    | \$ 1,872.00        | \$ 21.40    | \$ 1,669.20     | \$ 40.00     | \$ 3,120.00     |
|        | 406-4.1   | ASPHALT REMOVAL                   | SY    | 15764    | \$ 3.10     | \$ 49,268.40       | \$ 2.00     | \$ 31,524.00    | \$ 2.00      | \$ 31,524.00    |
|        | 501-4.5   | SAWING CONCRETE                   | LF    | 100      | \$ 7.00     | \$ 700.00          | \$ 4.30     | \$ 426.00       | \$ 4.56      | \$ 456.00       |
|        | 601-4.1   | 4" CONCRETE SIDEWALK              | SF    | 250      | \$ 10.00    | \$ 2,500.00        | \$ 2.30     | \$ 569.00       | \$ 5.00      | \$ 1,250.00     |
|        | 602-4.1   | 6" CONCRETE                       | SF    | 1250     | \$ 6.00     | \$ 7,500.00        | \$ 6.30     | \$ 7,815.00     | \$ 7.40      | \$ 9,250.00     |
|        | 801-4.60  | CURB & GUTTER REPAIR              | LF    | 1200     | \$ 7.00     | \$ 8,400.00        | \$ 8.70     | \$ 10,476.00    | \$ 9.70      | \$ 11,715.00    |
|        | 802-4.81  | BEDDING MATERIAL                  | TON   | 200      | \$ 26.00    | \$ 5,200.00        | \$ 33.30    | \$ 6,660.00     | \$ 32.70     | \$ 6,540.00     |
|        | 1202-4.2  | 18" INCH PERFORATED PIPE          | LF    | 130      | \$ 30.00    | \$ 3,900.00        | \$ 21.80    | \$ 2,834.00     | \$ 24.00     | \$ 3,120.00     |
|        | 1202-4.2  | SEEDING CLASS II                  | SY    | 360      | \$ 7.50     | \$ 2,700.00        | \$ 7.10     | \$ 2,556.00     | \$ 17.25     | \$ 6,210.00     |
|        | 1206-4.1  | ADJ MANHOLE CASTING-ASPH PVMT     | EA    | 31       | \$ 300.00   | \$ 9,300.00        | \$ 482.10   | \$ 14,945.10    | \$ 500.00    | \$ 15,500.00    |
|        | 1206-4.11 | ADJUST VALVE BOX-ASPH PVMT        | EA    | 19       | \$ 800.00   | \$ 15,200.00       | \$ 471.20   | \$ 8,953.80     | \$ 500.00    | \$ 9,500.00     |
|        | 1206-4.2  | FURN & ADJ M.H. CAST-ASPH PVMT    | EA    | 1        | \$ 800.00   | \$ 800.00          | \$ 796.20   | \$ 796.20       | \$ 1,000.00  | \$ 1,000.00     |
|        | 1206-4.7  | ADJUST INLET CASTING ALL SIZES    | EA    | 3        | \$ 400.00   | \$ 1,200.00        | \$ 579.90   | \$ 1,737.70     | \$ 180.00    | \$ 540.00       |
|        | 1211-4.8  | TRAFFIC CONTROL                   | LS    | 1        | \$ 5,000.00 | \$ 5,000.00        | \$ 3,458.90 | \$ 3,458.90     | \$ 10,000.00 | \$ 10,000.00    |
|        | 1212-4.4  | FLAT SHEETS FOR SIGNS TYPE 3A     | SP    | 12.5     | \$ 30.00    | \$ 375.00          | \$ 2.20     | \$ 27.50        | \$ 20.00     | \$ 250.00       |
|        | 1212-4.8  | GALV STEEL POSTS - TEL PERF TUBE  | LF    | 13.5     | \$ 20.00    | \$ 270.00          | \$ 13.10    | \$ 176.85       | \$ 18.00     | \$ 243.00       |
|        | SP 2      | FABRIC PETROMAT OR APPROVED EQUAL | GAL   | 3385     | \$ 2.75     | \$ 9,308.75        | \$ 2.60     | \$ 8,801.00     | \$ 3.00      | \$ 10,155.00    |
|        | SP 3      | AC TACK                           | SP    | 1719     | \$ 5.00     | \$ 8,595.00        | \$ 3.30     | \$ 5,672.70     | \$ 3.00      | \$ 5,157.00     |
|        | SP 5      | CRACK SEALING                     | SY    | 79       | \$ 15.00    | \$ 1,185.00        | \$ 19.70    | \$ 1,566.30     | \$ 21.60     | \$ 1,705.40     |
|        | SP 6      | CONCRETE REMOVAL ALL THICKNESSES  | SF    | 16       | \$ 70.00    | \$ 1,120.00        | \$ 46.30    | \$ 740.80       | \$ 60.00     | \$ 960.00       |
|        | SP 7      | DETECTABLE WARNING PANEL          | EA    | 7        | \$ 30.00    | \$ 210.00          | \$ 54.40    | \$ 380.80       | \$ 120.00    | \$ 840.00       |
|        | SP 22     | STREET NAME SIGNS                 | EA    |          |             |                    |             |                 |              |                 |
|        |           | AREA 5 TOTAL BID AMOUNT           |       |          |             | \$ 1,179,490.10    |             | \$ 1,159,740.35 |              | \$ 1,205,523.89 |

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| AREA 6<br>SPEC NO.                | DESCRIPTION                     | UNIT  | QUANTITY | UNIT PRICE   | ENGINEERS<br>ESTIMATE | UNIT PRICE   | NORTHERN<br>IMP. | UNIT PRICE    | MARRINER<br>CONST.     |
|-----------------------------------|---------------------------------|-------|----------|--------------|-----------------------|--------------|------------------|---------------|------------------------|
| 201-3.2                           | CLEARING & GRUBBING             | ACRE  | 1.25     | \$ 20,000.00 | \$ 25,000.00          | \$ 62,014.10 | \$ 77,517.63     | \$ 120,000.00 | \$ 150,000.00          |
| 202-4.1                           | UNCLASSIFIED EXCAVATION         | CY    | 5646     | \$ 11.00     | \$ 62,106.00          | \$ 14.50     | \$ 81,867.00     | \$ 16.00      | \$ 90,336.00           |
| 203-3.1                           | WATERING                        | M GAL | 12126    | \$ 20.00     | \$ 2,500.00           | \$ 13.10     | \$ 1,637.50      | \$ 40.00      | \$ 5,000.00            |
| 204-3.1                           | SURGRADE PREPARATION            | SY    | 12126    | \$ 2.50      | \$ 30,315.00          | \$ 2.30      | \$ 27,889.80     | \$ 4.00       | \$ 48,504.00           |
| 204-3.1A                          | SURGRADE PREPARATION (1' DEEP)  | SY    | 18909    | \$ 3.00      | \$ 56,727.00          | \$ 3.20      | \$ 60,508.80     | \$ 4.50       | \$ 85,050.50           |
| 205-3.2                           | SILT FENCE W/ WIRE BACKING      | LF    | 250      | \$ 13.00     | \$ 3,250.00           | \$ 6.00      | \$ 1,500.00      | \$ 10.00      | \$ 2,500.00            |
| 205-3.3                           | WEIGHTED FIBER ROLL             | LF    | 517      | \$ 13.00     | \$ 6,721.00           | \$ 21.80     | \$ 11,270.60     | \$ 31.25      | \$ 16,156.25           |
| 302-4.1                           | STABILIZED GRAVEL BASE          | TON   | 9700     | \$ 22.00     | \$ 213,400.00         | \$ 21.50     | \$ 208,550.00    | \$ 28.00      | \$ 271,600.00          |
| 304-6.1B                          | AC STABILIZED BASE (CLASS B)    | TON   | 4000     | \$ 90.00     | \$ 360,000.00         | \$ 89.20     | \$ 356,800.00    | \$ 84.50      | \$ 338,000.00          |
| 401-6.1B                          | AC LEVELING COURSE (CLASS B)    | TON   | 650      | \$ 120.00    | \$ 78,000.00          | \$ 103.60    | \$ 67,340.00     | \$ 90.50      | \$ 58,825.00           |
| 401-6.2B                          | AC SURFACE COURSE (CLASS B)     | TON   | 5000     | \$ 90.00     | \$ 450,000.00         | \$ 91.30     | \$ 456,500.00    | \$ 84.50      | \$ 422,500.00          |
| 401-6.3B                          | AC PATCH (CLASS B)              | TON   | 700      | \$ 150.00    | \$ 105,000.00         | \$ 164.00    | \$ 114,800.00    | \$ 170.50     | \$ 119,350.00          |
| 402-4.2                           | BITUMINOUS TACK COAT            | GAL   | 1412     | \$ 2.75      | \$ 3,883.00           | \$ 2.50      | \$ 3,530.00      | \$ 2.50       | \$ 3,530.00            |
| 403-4.1                           | BITUMINOUS SEAL COAT            | SY    | 47988    | \$ 2.15      | \$ 96,733.00          | \$ 2.00      | \$ 94,573.60     | \$ 2.30       | \$ 98,872.40           |
| 403-4.2                           | BLOTTER SAND                    | TON   | 86       | \$ 24.00     | \$ 2,064.00           | \$ 21.40     | \$ 1,840.40      | \$ 40.00      | \$ 3,440.00            |
| 404-4.1                           | MILLING PAVEMENT SURFACE        | SY    | 16072    | \$ 3.10      | \$ 49,823.20          | \$ 2.00      | \$ 32,144.00     | \$ 2.00       | \$ 32,144.00           |
| 406-4.1                           | ASPHALT REMOVAL                 | SY    | 26916    | \$ 7.00      | \$ 188,412.00         | \$ 4.30      | \$ 115,738.80    | \$ 4.56       | \$ 122,736.96          |
| 501-4.5                           | SAWING CONCRETE                 | LF    | 1100     | \$ 10.00     | \$ 11,000.00          | \$ 2.30      | \$ 2,530.00      | \$ 5.00       | \$ 5,500.00            |
| 601-4.1                           | 4" CONCRETE SIDEWALK            | SF    | 4050     | \$ 6.00      | \$ 24,300.00          | \$ 6.30      | \$ 25,515.00     | \$ 7.40       | \$ 29,970.00           |
| 602-4.1                           | 6" CONCRETE                     | SF    | 13000    | \$ 7.00      | \$ 91,000.00          | \$ 8.70      | \$ 113,100.00    | \$ 9.70       | \$ 126,100.00          |
| 603-5.1                           | CURB & GUTTER REPAIR            | LF    | 4250     | \$ 26.00     | \$ 110,500.00         | \$ 33.30     | \$ 141,525.00    | \$ 32.70      | \$ 138,975.00          |
| 603-5.3                           | STANDARD CURB & GUTTER          | LF    | 881      | \$ 19.50     | \$ 16,904.50          | \$ 18.50     | \$ 15,373.50     | \$ 21.00      | \$ 18,282.00           |
| 801-4.10                          | 12" STORM SEWER PIPE            | LF    | 108      | \$ 25.00     | \$ 2,700.00           | \$ 163.20    | \$ 17,625.60     | \$ 172.50     | \$ 18,650.00           |
| 801-4.60                          | BEDDING MATERIAL                | TON   | 84       | \$ 16.00     | \$ 1,344.00           | \$ 21.80     | \$ 1,831.20      | \$ 24.00      | \$ 2,016.00            |
| 801-4.67                          | 8" CLEANOUT                     | EA    | 1        | \$ 1,500.00  | \$ 1,500.00           | \$ 1,631.60  | \$ 1,631.60      | \$ 1,725.00   | \$ 1,725.00            |
| 802-4.36                          | 12 INCH CORR STEEL STORM PIPE   | LF    | 84       | \$ 40.00     | \$ 3,360.00           | \$ 217.50    | \$ 18,270.00     | \$ 230.00     | \$ 19,320.00           |
| 802-4.38                          | 18 INCH CORR STEEL STORM PIPE   | LF    | 51       | \$ 45.00     | \$ 2,295.00           | \$ 239.30    | \$ 12,204.30     | \$ 253.00     | \$ 12,903.00           |
| 802-4.41                          | 20" CORRUGATED STEEL STORM PIPE | LF    | 118      | \$ 40.00     | \$ 4,720.00           | \$ 271.90    | \$ 32,084.20     | \$ 287.50     | \$ 33,925.00           |
| 802-4.51                          | 12 INCH FLARED END SECTION      | EA    | 1        | \$ 250.00    | \$ 250.00             | \$ 2,175.40  | \$ 2,175.40      | \$ 2,300.00   | \$ 2,300.00            |
| 802-4.53                          | 18 INCH FLARED END SECTION      | EA    | 1        | \$ 300.00    | \$ 300.00             | \$ 2,719.30  | \$ 2,719.30      | \$ 2,875.00   | \$ 2,875.00            |
| 802-4.57                          | 30" FLARED END SECTION          | EA    | 2        | \$ 350.00    | \$ 700.00             | \$ 3,807.00  | \$ 7,614.00      | \$ 4,025.00   | \$ 8,050.00            |
| 901-4.10                          | 6" WATERMAIN                    | LF    | 10       | \$ 28.00     | \$ 280.00             | \$ 217.50    | \$ 2,175.00      | \$ 230.00     | \$ 2,300.00            |
| 901-4.70                          | 6" GATE VALVE & BOX             | EA    | 1        | \$ 1,500.00  | \$ 1,500.00           | \$ 3,263.10  | \$ 3,263.10      | \$ 3,450.00   | \$ 3,450.00            |
| 901-4.70                          | 6" HYDRANT                      | EA    | 1        | \$ 4,500.00  | \$ 4,500.00           | \$ 8,701.60  | \$ 8,701.60      | \$ 9,200.00   | \$ 9,200.00            |
| <b>AREA 6 SUBTOTAL BID AMOUNT</b> |                                 |       |          |              |                       |              |                  |               | <b>\$ 2,304,106.11</b> |

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

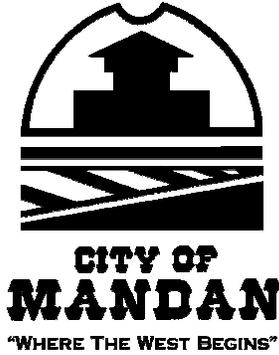
Subject: Consider award of bids for Street Improvement District #161 (North Mandan Street Project)

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STREET IMP. DISTRICT NO. 161  
CITY PROJECT NO. 2010-03

| SPEC NO.  | DESCRIPTION                              | UNIT  | QUANTITY | UNIT PRICE   | ENGINEERS ESTIMATE | UNIT PRICE  | NORTHERN IMP. | UNIT PRICE   | MARINER CONST. |
|-----------|--|-------|----------|--------------|--------------------|-------------|---------------|--------------|----------------|
| 202-4.1   | UNCLASSIFIED EXCAVATION                  | CY    | 1500     | \$ 11.00     | \$ 16,500.00       | \$ 14.50    | \$ 21,750.00  | \$ 16.00     | \$ 24,000.00   |
| 203-3.1   | WATERING                                 | M GAL | 33       | \$ 20.00     | \$ 660.00          | \$ 13.10    | \$ 432.30     | \$ 40.00     | \$ 1,320.00    |
| 204-3.1   | SUBGRADE PREPARATION                     | SY    | 3180     | \$ 2.50      | \$ 7,950.00        | \$ 2.30     | \$ 7,314.00   | \$ 4.00      | \$ 12,720.00   |
| 205-4.1   | WEIGHTED FIBER ROLL                      | LF    | 60       | \$ 13.00     | \$ 780.00          | \$ 27.20    | \$ 1,632.00   | \$ 31.25     | \$ 1,875.00    |
| 302-4.1   | STABILIZED GRAVEL BASE                   | TON   | 875      | \$ 22.00     | \$ 19,250.00       | \$ 21.50    | \$ 18,812.50  | \$ 28.00     | \$ 24,500.00   |
| 304-6.1B  | JAC STABILIZED BASE (CLASS B)            | TON   | 425      | \$ 90.00     | \$ 38,250.00       | \$ 89.20    | \$ 37,910.00  | \$ 84.50     | \$ 35,912.50   |
| 401-6.2B  | JAC SURFACE COURSE (CLASS B)             | TON   | 335      | \$ 90.00     | \$ 30,150.00       | \$ 91.30    | \$ 30,588.50  | \$ 84.50     | \$ 28,307.50   |
| 401-6.3B  | JAC PATCH (CLASS B)                      | TON   | 40       | \$ 150.00    | \$ 6,000.00        | \$ 164.00   | \$ 6,560.00   | \$ 170.50    | \$ 6,820.00    |
| 402-4.2   | BITUMINOUS TACK COAT                     | GAL   | 150      | \$ 2.75      | \$ 412.50          | \$ 2.50     | \$ 375.00     | \$ 2.50      | \$ 375.00      |
| 406-4.1   | ASPHALT REMOVAL                          | SY    | 1810     | \$ 7.00      | \$ 12,670.00       | \$ 4.30     | \$ 7,783.00   | \$ 4.56      | \$ 8,253.60    |
| 501-4.5   | SAWING CONCRETE                          | LF    | 100      | \$ 10.00     | \$ 1,000.00        | \$ 2.30     | \$ 230.00     | \$ 5.00      | \$ 500.00      |
| 601-4.1   | 4" CONCRETE SIDEWALK                     | SF    | 3240     | \$ 6.00      | \$ 19,440.00       | \$ 6.30     | \$ 20,412.00  | \$ 7.40      | \$ 23,976.00   |
| 602-4.1   | 6" CONCRETE                              | SF    | 520      | \$ 7.00      | \$ 3,640.00        | \$ 8.70     | \$ 4,524.00   | \$ 9.70      | \$ 5,044.00    |
| 603-5.3   | STANDARD CURB & GUTTER                   | LF    | 1500     | \$ 19.50     | \$ 29,250.00       | \$ 18.50    | \$ 27,750.00  | \$ 22.80     | \$ 34,200.00   |
| 1001-4.30 | RELOCATE STREET LIGHT POLE               | EACH  | 1        | \$ 3,500.00  | \$ 3,500.00        | \$ 5,982.40 | \$ 5,982.40   | \$ -         | \$ -           |
| 1210-6.A  | PAVEMENT MARKING - PAINT                 | LS    | 1        | \$ 12,000.00 | \$ 12,000.00       | \$ 3,045.60 | \$ 3,045.60   | \$ 2,500.00  | \$ 2,500.00    |
| 1210-6.C  | PAVEMENT MARKING FILM-24" LINE           | LF    | 136      | \$ 22.00     | \$ 2,992.00        | \$ 40.80    | \$ 5,548.80   | \$ 24.00     | \$ 3,264.00    |
| 1211-4.B  | TRAFFIC CONTROL                          | LS    | 1        | \$ 1,000.00  | \$ 1,000.00        | \$ 1,153.00 | \$ 1,153.00   | \$ 10,000.00 | \$ 10,000.00   |
| 1212-4A   | FLAT SHEETS FOR SIGNS TYPE 3A            | SF    | 50.25    | \$ 30.00     | \$ 1,507.50        | \$ 2.20     | \$ 110.55     | \$ 20.00     | \$ 1,005.00    |
| 1212-4B   | GALV STEEL POSTS - TEL PERIF TUBE        | LF    | 241      | \$ 20.00     | \$ 4,820.00        | \$ 13.10    | \$ 3,157.10   | \$ 18.00     | \$ 4,338.00    |
| 1202-4.2  | SEEDING CLASS II                         | LB    | 300      | \$ 7.50      | \$ 2,250.00        | \$ 6.00     | \$ 6,600.00   | \$ 17.25     | \$ 18,975.00   |
| SP 5      | CRACK SEALING                            | SY    | 1100     | \$ 5.00      | \$ 5,500.00        | \$ 4.10     | \$ 1,230.00   | \$ 3.00      | \$ 900.00      |
| SP 6      | CONCRETE REMOVAL ALL THICKNESSES         | SY    | 581      | \$ 15.00     | \$ 8,715.00        | \$ 19.70    | \$ 11,445.70  | \$ 21.60     | \$ 12,548.60   |
| SP 7      | DETECTABLE WARNING PANEL                 | SF    | 24       | \$ 70.00     | \$ 1,680.00        | \$ 43.50    | \$ 1,044.00   | \$ 60.00     | \$ 1,440.00    |
| SP        | SIDEWALK TRENCH DRAIN                    | LF    | 8        | \$ 200.00    | \$ 1,600.00        | \$ 127.30   | \$ 1,018.40   | \$ 160.00    | \$ 1,280.00    |
|           | MANDAN HIGH SCHOOL PARKING LOT TOTAL BID |       |          | \$           | \$ 233,517.00      |             | \$ 226,405.85 |              | \$ 264,055.20  |

Area in yellow indicates mistake on Bid



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.

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**STATEMENT/PURPOSE:** To allow the City of Mandan to utilize the services of AE2S as they relate to the above mentioned project administered by the Energy Infrastructure and Impact Office and the funding secured through the Flood Impacted Political Subdivision Infrastructure Grant.

**BACKGROUND/ALTERNATIVES:** In March, the City was presented with the opportunity to secure the above mentioned funds and submitted a Commission approved list of flood related projects to the EII office for possible funding. These funds were a 50/50 grant match, and at the same meeting the Commission approved the funding in the amount of \$1,000,000 to match the funds available. This was the number one priority project on the list and was also selected to be funded by the EII office. With the funds being allocated, this agreement would allow the design and construction of the project. These funds must be expended within one year of their securing. Advanced, having been hired to complete the master plan for the waste water collection system, has the familiarity with the project to design and construct the project in the very short timeline that the money needs to be spent.

The end result of the project will allow the WWTP to pressurize the effluent pipe leading to the Missouri, in times of high water. Last year the flood led to the shutdown of the effluent pipe do to the lack of pressure to push against the head of the river and therefore led the plant to pump directly into the old Heart river channel. The pipe will be lined and manholes rehabbed to allow for the additional pressures needed in future high water events. Work will also take place with the existing lift station to allow pumping to the existing pipe, as well as bypass to a possible future effluent line. This project was identified in the master plan for the Waste Water Collection system and the grant money allowed for the match and facilitated the acceleration of this project.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.

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This item was tabled at the June 5 meeting for the need to clarify the project cost and also on how the City would be securing the \$1,000,000 in funding approved by the Commission for the projects. Since that meeting, those questions have been answered and the funding options are listed below:

1. Issue bonds via the Capital Financing Program (CFP) to permanently finance the City's share. This would be a fixed rate, fixed term financing.
2. Issue bonds via the CFP to interim finance the City's share. This would be a short-term financing. Once the project is on the Clean Water State Revolving Fund (CWSRF) Intended Use Plan, the debt would be refinanced to the CWSRF which has a maximum term of 20 years, 2% interest plus .5% admin fee.
3. Issue bonds via the CFP Disaster Loan Program to interim finance the City's share; this loan has already been approved for up to \$8 million. You would need to clarify with bond counsel the applicability of this option. This would be a short-term, variable rate financing. Once the project is on the Clean Water State Revolving Fund (CWSRF) Intended Use Plan, the debt would be refinanced to the CWSRF which has a maximum term of 20 years, 2% interest plus .5% admin fee.

ATTACHMENTS: 1. Engineering Services Agreement

FISCAL IMPACT: The cost of the Engineering and construction is tagged at \$1,400,000. The grant would cover approximately half or \$672,938. The matching funds for this 50/50 grant were approved and secured by low interest SRF funding through the state. The construction of the project is estimated at \$1,100,000 and the engineering at \$300,000 which makes up the \$1,400,000 price tag for the project.

STAFF IMPACT: Minimal

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

RECOMMENDATION: To enter into the agreement with Advanced Engineering.

SUGGESTED MOTION: I move to approve the Engineering Services Agreement with Advanced Engineering for the above mentioned project.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.

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June 11, 2012

To the President and Commission  
of the Mandan Board of City Commissioners  
c/o Jim Neubauer, City Administrator  
205 2nd Avenue NW  
Mandan, ND 58554

**Re: Wastewater Treatment Plant Effluent Lift Station and  
Outfall Pipeline Rehabilitation**

Dear Mr. Neubauer:

Thank you for the continued opportunity to provide professional engineering services to the City of Mandan.

We respectfully request your inclusion of this engineering proposal and attached engineering agreement on the June 19, 2012, City Commission Meeting Agenda. The intent of this proposal and agreement is to provide an opportunity for the City to utilize AE2S services as they relate to preliminary engineering, final design, bidding, construction, and post-construction of the Wastewater Treatment Facility outfall line rehabilitation. Proposed improvements include relining and sealing the outfall line.

As you are aware AE2S recently completed the Mandan Wastewater and Collection System Master Plan. The outfall rehabilitation improvements were identified in the master planning process. However, during the 2011 flooding the need for improvements was further emphasized when the existing pumping facility could not perform as intended due to the condition of the existing outfall pipeline and manholes. To address the issues, the outfall pipeline and manholes will be sealed to perform during high river level events. The lined outfall pipe will prevent further structural degradation of the existing pipe and will increase the hydraulic capacity of the pipeline to accommodate future flow increases.

Funding for a portion of this project has been secured through a Flood-Impacted Political Subdivision Infrastructure Grant administered by the Energy Infrastructure and Impact Office. The opinion of probable project cost is currently estimated at \$1,400,000, of which, \$672,938 has been secured through the grant. The remaining portion will be the responsibility of the City of Mandan as agreed to in the terms of the grant agreement. For clarification, there were two other flood control projects included with the grant, which are not included in this project.

Board of City Commissioners

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Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.

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Jim Neubauer

**Re: Wastewater Treatment Plant Effluent Lift Station and  
Outfall Pipeline Rehabilitation**

June 11, 2012

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Once again, thank you for this opportunity! Should you have any questions concerning the information provided herein, please don't hesitate to call us at 701-221-0530.

Submitted In Service,

**AE2S**



Kenneth J. Weber, PE  
Project Manager

Cc: Dave Bechtel, City Engineering,  
Steve Himmelspach, Waste Water Treatment Facilities



Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.

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AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 19, 2012 ("Effective Date") between City of Mandan, 205 2<sup>nd</sup> 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 Wastewater Treatment Plant Outfall Pipeline Rehabilitation ("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:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 General**

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

**ARTICLE 3 - TIMES FOR RENDERING SERVICES**

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**3.01 General**

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

**3.02 Suspension**

A. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 30 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

**ARTICLE 4 - PAYMENTS TO ENGINEER**

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**4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER**

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, Construction and Post-Construction, and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

**4.02 Other Provisions Concerning Payments**

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum

Board of City Commissioners

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Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.

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rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

G. *Adjustment of ENGINEER's Compensation:* If it becomes apparent to ENGINEER that the amount estimated in paragraph C4.01.A in Exhibit C will be

exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter, OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services.

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## ARTICLE 5 - OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

### 5.02 Designing to Construction Cost Limit

A. Not Used.

### 5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

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## ARTICLE 6 - GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by

Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition).

#### **6.02 Authorized Project Representatives**

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### **6.03 Design without Construction Phase Services**

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design or Bidding and Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and

waives any claims against the ENGINEER that may be in any way connected thereto.

**6.04 Use of Documents**

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at

OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**6.05 Insurance**

A. ENGINEER shall maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

B. Not Used.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. Not Used.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER.

**6.06 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### **6.07 Controlling Law**

A. This Agreement is to be governed by the law of the State of North Dakota.

#### **6.08 Successors, Assigns, and Beneficiaries**

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### **6.09 Dispute Resolution**

**Not Used.**

#### **6.10 Hazardous Environmental Condition**

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

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C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors,

partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. To the fullest extent permitted by law, but only to the extent that Engineer and Owner have agreed to a corresponding mutual waiver, Consultant and Engineer waive against each other, and the other's officers, members, directors, partners, agents, insurers, consultants, and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

6. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions

agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

#### 6.12 Limits of Liability

A. To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants, and any of them, to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants, or any of them (hereafter "OWNER's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

#### 6.13 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.14 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.15 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.16 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.17 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

### ARTICLE 7 - DEFINITIONS

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#### 7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

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7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement.

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

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22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon

completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The

terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the

Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

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### 8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of seven pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of two pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of one page and Appendix 1 to Exhibit C, "2012 Hourly Fee and Expense Schedule" consisting of one page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of four pages.

E. Exhibit E, "Project Description", consisting of three pages.

F. Exhibit F, **Not Used.**

G. Exhibit G, **Not Used.**

H. Exhibit H, **Not Used.**

I. Exhibit I, **Not Used.**

J. Exhibit J, **Not Used.**

### 8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

President of City Commission

By: \_\_\_\_\_

Title: President of Board of City Commissioners

Date Signed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Name: Jim Neubauer

Title: City Administrator

Address for giving notices:

City of Mandan

205 2<sup>nd</sup> Avenue NW

Mandan, ND 58554-3125

Designated Representative (paragraph 6.02.A):

Jim Neubauer

Title: City Administrator

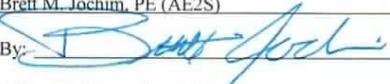
Phone Number: (701) 667-3210

Facsimile Number: (701) 667-3223

E-Mail Address: jneubauer@cityofmandan.com

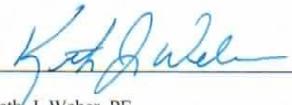
ENGINEER:

Brett M. Jochim, PE (AE2S)

By: 

Title: Chief Operating Officer

Date Signed: 6/19/12

ATTEST: 

Name: Kenneth J. Weber, PE

Title: Project Manager

Address for giving notices:

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street, Suite 301

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

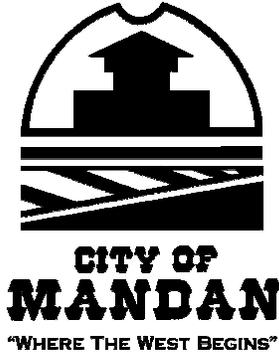
Kenneth J. Weber, PE

Title: Project Manager

Phone Number: (701) 221-0530

Facsimile Number: (701) 221-0531

E-Mail Address: Ken.Weber@ae2s.com



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 1012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider for approval, a request by St. Alexius Medical Center to close a portion of Main Street on August 7<sup>th</sup>, 2012.

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**STATEMENT/PURPOSE:** a request for a street closure for an event for back to school.

**BACKGROUND/ALTERNATIVES:** They are requesting the street closure for an event co-sponsored by Kohl's and themselves for a back to school event. The closure would take place on August 7<sup>th</sup> from 1:00 PM to 8:00 PM that evening. They will be working with the adjacent businesses about the use of the street and impact on them and have received cooperation from all impacted by this closure. The request if for a half block from 4<sup>th</sup> Avenue NW to the driveway for Central Market.

**ATTACHMENTS:** 1. Letter of request

**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 subject request for closure

**SUGGESTED MOTION:** I move to approve the request for street closure by St. Alexius Medical Center for August 7<sup>th</sup>.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider for approval, a request by St. Alexius Medical Center to close a portion of Main Street on August 7th, 2012.

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June 7, 2012

Dave Bechtel  
Engineer  
City of Mandan  
205 2nd Ave NW  
Mandan, ND 58554

Dear Dave,

St. Alexius Medical Center and Kohl's Corporation continue to deliver health education to children in the Bismarck-Mandan Area. On Tuesday, August 7, 2012, St. Alexius and Kohl's will host the fifth annual "Back to School Extravaganza" at Dykshoom Park on Main Street in Mandan. This event is open to the public and focuses on health and safety issues for students entering Kindergarten through 6<sup>th</sup> grade. We anticipate 500-750 students along with their parents or guardians to attend.

The reason for this letter is to ask the city to consider closing off a section of Main Street in front of the park between 4<sup>th</sup> Ave NW and the last entry into Central Market's parking lot from 1:00 to 8:00 p.m. We ask this for two main reasons:

- 1.) As part of our event Angel Air Care would like to land a helicopter on the blocked portion of the road during the event so kids can tour it; and,
- 2.) With the amount of children and parents joining us, we want to ensure all are safe in the instance they utilize Central Market's parking lot as a parking option and cross the street to the event (we have been in contact with Arlyn Van Beek about this possibility).

If you have any questions or would like more information on the event, please contact Kilee Harmon in the St. Alexius Foundation at (701) 530-7394.

Thank you for your consideration. We are excited to continue this event in Mandan and be able to bring activities and events that will benefit the entire community.

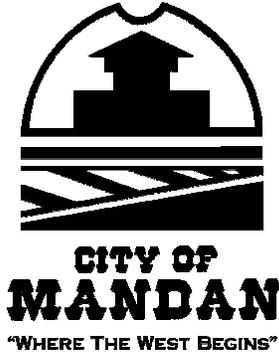
Sincerely,

A handwritten signature in black ink that reads "Gary Miller".

Gary Miller  
President and Chief Executive Officer  
St. Alexius Medical Center

*"Let all be received as Christ."*

Development Department • 900 East Broadway • PO Box 5510 • Bismarck, ND 58506-5510 • Tel. 701.530.7065



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider entering into an Engineering Services Agreement with Advanced Engineering.

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**STATEMENT/PURPOSE:** To allow the City of Mandan to utilize the services of AE2S as they relate to the existing hydraulic model and master planning efforts and the need to update them on a yearly basis.

**BACKGROUND/ALTERNATIVES:** In 2011, the City completed its efforts with master planning the waste water collection systems. As the City grows and evolves this agreements allows us access to the services that AE2S provided as part of those plans and allows us to update those plans on a yearly basis to keep them up to date. We also utilize their services and have periodic meetings to discuss the systems as they relate to growth areas, problems, system improvements and so on.

**ATTACHMENTS:** 1. Engineering Services Agreement

**FISCAL IMPACT:** The agreement spells out a cost of not to exceed \$25,000 annually for the services. These costs would be covered from the Utility fund and/or the Engineering departments budget line item for consulting engineering costs.

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** To enter into the agreement with Advanced Engineering.

**SUGGESTED MOTION:** I move to approve the Engineering Services Agreement with Advanced Engineering.



## Memorandum

**To:** Jim Neubauer, City Administrator  
City of Mandan

**From:** Brett Jochim, PE, COO  
AE2S 

**Re:** **AE2S Standard Rates and Proposed Task Order Agreement**

**Copy:** Lisa Ansley, PE, Bismarck Operations Manager

**Date:** June 13, 2012

---

Jim:

Thank you for taking time to discuss the proposed Engineering Services Task Order Agreement for Sanitary Sewer Assistance. It is our understanding that the City Commission had some concern regarding the Standard Rates that were included in the proposed agreement, and questioned whether the City should be receiving discounted rates for executing a retainer with AE2S.

To address these concerns, we offer the following comments/clarifications:

The proposed agreement is not a retainer, it is a Task Order Agreement which sets forth terms and conditions for subsequent (requested) services only. As such, there are absolutely no fees that the City of Mandan is obligated to pay as a retainer, or that are guaranteed to AE2S. In other words, if the City does not, or chooses not to utilize any services through this agreement, there are no costs to the City; and, the only time that professional service fees are charged is when the City requests services (the scope and fee for which are defined in a subsequent three page Task Order, when requested). Further, if the City elects not to enter into this agreement, the City can certainly continue to utilize professional services from AE2S in whatever manner it deems convenient, however, we will need to enter into an individual agreement(s) for the specific work requested each time services are requested. To this end, this Task Order Agreement is merely a mechanism intended to simplify the process for the City to request, and for AE2S to provide on-demand services, and allow for a quick response when such services are requested by the City.

The proposed agreement does not in any way obligate the City to utilize the services of AE2S. There is no term or condition contained in the proposed agreement that either prescribes AE2S

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Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering.

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**Memorandum**

**Re: AE2S Standard Rates and Proposed Task Order Agreement**

June 13, 2012

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for certain services, or that precludes the City from using other consultants. Again, if the City desires to have AE2S provide some specific on-demand services, the proposed agreement simply facilitates that in a convenient and expeditious manner.

The Standard Rates that were provided with the proposed agreement are the standard rates that we charge all clients for professional services in North Dakota, Montana, South Dakota, and Minnesota. AE2S does not provide special rates for certain projects or clients (i.e. the standard rates are identical for Mandan, Washburn and Bismarck, ND, as well as Mobridge and Sioux Falls, SD, and Marshall and St. Cloud MN, and Havre and Great Falls, MT, etc.).

I hope that this information helps to better define the purpose of the proposed agreement as well as our fees for services. We would be happy to provide any additional information, or engage in further discussion on the matter with the City Commission if it is desired.

Thank You.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering.

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May 30, 2012

To the President and Commissioners  
of the Mandan Board of City Commission  
c/o Jim Neubauer, City Administrator  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554-3125

**Re: Engineering Services Agreement  
Mandan Sanitary Sewer Collection System Assistance**

Dear Jim:

We respectfully request your inclusion of this engineering proposal and attached engineering agreement on the June 5, 2012 City Commission Agenda. The intent of this proposal and agreement is to provide an opportunity for the City to utilize the services of AE2S as they relate to updating the existing sanitary sewer collection system model and for planning and preliminary engineering of sanitary sewer collection system projects.

As you are aware, AE2S recently completed the Mandan Wastewater and Collection System Master Plan, which included an evaluation of the existing sanitary sewer collection system to determine the ability of the system to convey domestic, commercial, and industrial wastewater from its source to the wastewater treatment plant. As with the evaluation of the water system, a key component of the collection system master plan was the creation of a hydraulic model. The model was developed using existing GIS data, field data collection, and staff knowledge. The hydraulic model analysis was performed to determine the available capacity within the existing system and to predict the needs of future system expansion.

To ensure that the City continues to utilize the collection system hydraulic model to its fullest potential, it is important that a plan be implemented to allow the model to be updated to reflect modifications within the collection system. In addition, the updated model can be used to evaluate development proposals to ensure that the infrastructure for new development is adequately sized to meet existing and future demands.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering.

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To address the sanitary sewer collection system needs, AE2S has developed a proposal to provide on-demand services to the City of Mandan. The tasks that would be completed under this agreement would include, but are not limited to:

1. Annual update of the existing sanitary sewer collection system hydraulic model to incorporate recent and current year's projects.
2. Periodic working sessions with City staff to use the model for staff training, to evaluate operational decisions, and to identify possible system upgrades related to the collection system.
3. Provide preliminary engineering services related to the sanitary sewer collection system.
4. Provide modeling services to support operational decisions, master planning, and concept design of capital projects.
5. Preparation of reports or supporting documentation suitable for presentation to the public, outside agencies, or other City personnel and departments.

The agreement is a three year agreement, with a clause to allow the contract to be extended an additional three years at the City's discretion. The total compensation for the Sanitary Sewer Collection System Assistance agreement is not to exceed \$25,000 annually. The actual compensation will vary based on the tasks requested by the City.

We look forward to working with the City to continue to utilize the sanitary sewer collection system hydraulic model to its fullest potential and to assist the City with making educated decisions as they relate to the proposed expansion of the sanitary sewer system. If you have any questions or would like additional information prior to the City Commission meeting please feel free to contact me.

Submitted In Service,

AE2S



Lisa Ansley, PE  
Operations Manager

c: Dave Bechtel, City Engineering

Enclosure

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering.

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STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 5, 2012 ("Effective Date") between City of Mandan, 205 2<sup>nd</sup> Avenue NW, Mandan, ND 58554-3125 ("OWNER") and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 ("ENGINEER").

OWNER retains ENGINEER to perform professional services, in connection with: **Sanitary Sewer Collection System Assistance** ("Assignment"). OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. ENGINEER shall provide the services set forth herein and in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized by in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by Engineer for additional compensation.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 General**

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

**ARTICLE 3 - TIMES FOR RENDERING SERVICES**

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3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this agreement has been revised.

3.03 For purposes of this Agreement the term "day" means a calendar day of 24 hours.

**ARTICLE 4 - PAYMENTS TO ENGINEER**

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**4.01 Methods of Payment for Services of ENGINEER**

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. An amount equal to the cumulative hours charged to Project by each class of ENGINEER's employees times Standard Rates for each applicable billing class for all services performed as part of the task-order services, plus Reimbursable Expenses, and ENGINEER's Consultants' charges, if any. As defined in Exhibit SR-A, the total annual compensation under 4.1.01 is not to exceed \$25,000 per year without written authorization from OWNER.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached to this Agreement in Exhibit C and Exhibit D, respectfully.

3. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Assignment 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 charges, if any, incurred during the billing period.

**4.02 Other Provisions Concerning Payments**

A. *Estimated Compensation Amounts. Not Used.*

B. *Adjustments*

1. ENGINEER's compensation is conditioned on time to complete the Project not exceeding the time identified in Exhibit A. Should the time to complete the Project be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

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

C. *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C.

D. *For Additional Services.* OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by the OWNER.

**ARTICLE 5 - DESIGNATED REPRESENTATIVES**

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5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

**ARTICLE 6 - CONTENT OF AGREEMENT**

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**6.01 The following Exhibits are incorporated herein by reference:**

A. Exhibit SR-A, "Engineer's Services and Owner's Responsibilities", consisting of two (2) pages.

B. Exhibit SR-B, Standard Terms and Conditions," consists of four (4) pages.

C. Exhibit SR-C, "Reimbursable Expenses Schedule," consisting of one (1) page.

D. Exhibit SR-D, "Standard Hourly Rates Schedule," consisting of one (1) page.

**6.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive, together with the Exhibits identified in 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Board of City Commissioners

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

\_\_\_\_\_

By: Tim Helbling

Title: President, Board of City Commissioners

Date Signed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Name: Jim Neubauer

Title: City Administrator

Address for giving notices:

City of Mandan

205 2<sup>nd</sup> Avenue NW

Mandan, ND 58554-3125

Designated Representative (paragraph 6.02.A):

Jim Neubauer

Title: City Administrator

Phone Number: (701) 663-6714

Facsimile Number: (701) 667-3223

E-Mail Address: jneubauer@cityofmandan.com

ENGINEER:

\_\_\_\_\_

By: Brett M. Jochim, P.E.

Title: Chief Operating Officer

Date Signed: 5/30/12

ATTEST: \_\_\_\_\_

Name: Kenneth J. Weber P.E.

Title: Project Manager

Address for giving notices:

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street, Suite 301

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

Kenneth J. Weber, P.E.

Title: Project Manager

Phone Number: (701) 221-0530

Facsimile Number: (701) 221-0531

E-Mail Address: Ken.Weber@ae2s.com

This is **EXHIBIT SR-A**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated June 5, 2012.

**ENGINEER's Services and OWNER's Responsibilities**

---

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties.

**A.1.01 ENGINEER's Services**

A. The Sanitary Sewer Collection System Assistance is comprised of "Task-Order" based services in which specific tasks will be performed upon request as various OWNER needs are identified. Examples of specific tasks that could be performed under this agreement upon request by the OWNER include, but are not limited to:

1. Annual update of the existing sanitary sewer collection system model to incorporate recent and current year's projects including calibration of the model.
2. Periodic working sessions with City and consultant staff to use the model for staff training, to evaluate operational decisions, and to identify possible system upgrades related to hydraulic improvements.
3. Provide preliminary engineering services related to the wastewater collection system.
4. On an as-requested basis, provide modeling services to support operational decisions, master planning and conceptual design of capital projects.
5. Services to include preparation of reports or supporting documentation suitable for presentation to the public, outside agencies or other City personnel and departments.
6. Other tasks as may be defined by the OWNER, but not specifically listed herein.

**A.2.01 OWNER's Responsibilities**

A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER.

1. Provide ENGINEER with all critical and necessary information as to OWNER's requirements for specific tasks requested under this Project.
2. Furnish to ENGINEER all existing studies, reports, and other available data pertinent to the specific task under this Project, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services under this Project.
3. Meet with ENGINEER as required to complete requested tasks.

B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

Board of City Commissioners

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**A.3.01 Times for Rendering Services**

- A. The terms of this agreement shall be a three year agreement, with an option for the City to extend the agreement an additional three years at their discretion. The time period for the first three year agreement shall be June 5, 2012 through June 4, 2015.
- B. Not Used.

This is EXHIBIT SR-B, consisting of four (4) pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated June 5, 2012.

**Standard Terms and Conditions**

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Articles 1 and 6 of the Agreement are amended and supplemented to include the following agreement of the parties:

**B.6.01.B Standard Terms and Conditions**

**1. Standard of Care**

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

**2. Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**3. Payments to ENGINEER**

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days after receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

**4. Insurance**

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request. Insurance carrier shall notify the OWNER of any change of insurance coverage during the term of the Agreement.

**5. Indemnification and Allocation of Risk**

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

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- c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
- d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
- e. To the fullest extent permitted by law, but only to the extent that Engineer and Owner have agreed to a corresponding mutual waiver, Consultant and Engineer waive against each other, and the other's officers, members, directors, partners, agents, insurers, consultants, and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- f. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph B.6.01.B.6, "Limit of Liability," of this Agreement.
6. **LIMIT OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER, FOR ANY AND ALL INJURIES, LOSSES, DAMAGES AND EXPENSES, WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL INSURANCE PROCEEDS PAID ON BEHALF OF OR TO ENGINEER BY ENGINEER'S INSURERS IN SETTLEMENT OR SATISFACTION OF OWNER'S CLAIMS UNDER THE TERMS AND CONDITIONS OF ENGINEER'S INSURANCE POLICIES APPLICABLE THERETO (EXCLUDING FEES, COSTS, AND EXPENSES OF INVESTIGATION, CLAIMS ADJUSTMENT, DEFENSE, AND APPEAL).**
7. **Dispute Resolution.** Not Used.
8. **Termination of Contract**  
Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
9. **Access**  
OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
10. **Hazardous Environmental Conditions**  
It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to

persons or property exposed thereto in connection with the Project. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

**11. Patents**

ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

**12. Ownership and Reuse of Documents**

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

**13. Use of Electronic Media**

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

c. If there is a discrepancy between multiple copies of electronic files, the ENGINEER's stored copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

**14. Opinions of Probable Construction Cost**

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not

guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

**15. Opinions of Total Project Costs**

a. Total Project Costs are the sum of the probable evaluation cost, allowances for contingencies, the estimated total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

b. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

**16. Force Majeure**

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

**17. Assignment**

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

**18. Binding Effect**

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

**19. Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**20. Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**21. Headings**

The headings used in this Agreement are for general reference only and do not have special significance.

**22. Controlling Law**

This Agreement is to be governed by the law of the state of North Dakota.

**23. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering.

Page 16 of 17

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This is **EXHIBIT SR-C**, consisting of one (1) page, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated June 5, 2012.

**Reimbursable Expense Schedule**

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Reimbursable Expenses are subject to review and adjustment annually as of January 1. Reimbursable Expenses for calendar year 2012 are:

**Reimbursable Expense Schedule**

|   |                |
|---|----------------|
| Transportation                          | \$0.65/mile    |
| Survey Vehicle                          | \$0.70/mile    |
| Photocopies                             | \$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 8 ½" x 11"              | \$0.20/page    |
| Color Laser Printouts/Copies 8 ½" x 11" | \$0.68/page    |
| Fax                                     | \$0.40/page    |
| 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.*

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: Consider entering into an Engineering Services Agreement with Advanced Engineering.

Page 17 of 17

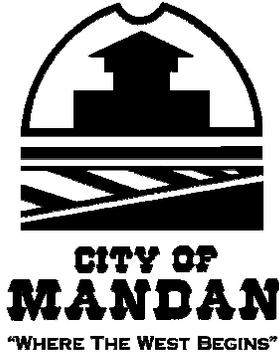
This is EXHIBIT SR-D, consisting of one page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated June 5, 2012.

**2012 Standard Hourly Rate Schedule**

The Hourly Rate Schedule is subject to review and adjustment annually as of January 1. Standard Hourly Rates for calendar year 2012 are:

**Labor Rates**

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



Consent #6

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 15, 2012  
**SUBMITTING DEPARTMENT:** City Administrator  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:**  
**SUBJECT:** Annual Liquor License Renewals

---

STATEMENT/PURPOSE: All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES: All applications and fees have been received by all liquor license applicants.

ATTACHMENTS: List of all liquor license applicants and classes are attached.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, Building Inspections and all property taxes paid.

SUGGESTED MOTION: I move to approve all Liquor Licenses for the year of July 1, 2012 – June 30, 2013. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes are paid.

This is the list of applications for Annual Liquor License for July 1, 2012 - June 30, 2013.

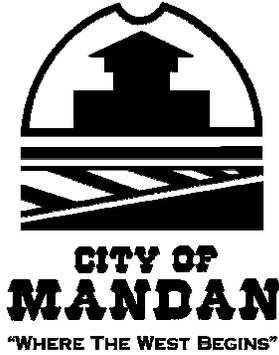
| <u>Names</u>   | <u>Class</u> |
|--|--------------|
| <b>Clubs</b>   |              |
| 1. Mandan Eagles                                       | B            |
| 2. Mandan Moose  | B            |
| <b>Corporations</b>                                    |              |
| 1. Stage Stop  | A            |
| 2. Dean's Steakhouse                                   | A            |
| 3. Lonesome Dove                                       | A            |
| 4. BW-SS dba Seven Seas                                | C            |
| 5. B & B Inc. dba Broken Oar                           | A            |
| 6. Midway Lanes, Inc.                                  | A            |
| 7. Hidden Inc. dba The Hide Away                       | A            |
| 8. Old Town Tavern, Inc.                               | A            |
| 9. The Ridge Motel                                     | C            |
| 10. BKNP Inc. dba Roundup Bar & Grill                  | A            |
| 11. Triple M Corp. dba Bills Liquor                    | D            |
| 12. Ski's Liquor, Inc. dba Captain Jacks               | D            |
| 13. Colonial Lounge, Inc.                              | C            |
| 14. A & B Pizza  | F            |
| 15. Missouri Valley Pet. dba Southside MVP             | D1           |
| 16. Miller & Homes, Inc.                               | D1           |
| 17. NPC International Inc. dba Pizza Hut               | F            |
| 18. Petro Serve USA                                    | D1           |
| 19. J & C Investment dba Westside Bar & Grill          | A            |
| 20. Last Call Bar Inc.                                 | A            |
| 21. Unistop Inc.                                       | D1           |
| 22. Ten Spot Lanes, Inc.                               | F            |
| 23. Captain Freddy's                                   | A            |
| 24. Mysteria Theatre                                   | A            |
| 25. Lakewood Bar & Grill LLC dba The Drink             | A            |
| 26. Vicky's Sports Bar Inc                             | A            |
| 27. Lukes Bar LLC dba Silver Dollar Bar                | A            |
| 28. Captains Galley Inc. dba Captain Freddy Restaurant | E            |
| 29. Harvest LLC dba Harvest Restaurant                 | E            |
| <b>Individual &amp; Partnerships</b>                   |              |
| 1. Dakota Express                                      | D1           |
| 2. Rice Bowl Restaurant                                | F            |
| 3. Moscow  | A            |

**Special B's**

1. Prairie West Golf Course
2. Mandan Municipal Golf

Special B

Special B



Consent #7

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 15, 2012  
**SUBMITTING DEPARTMENT:** City Administrator  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:**  
**SUBJECT:** Annual Special Sunday Openings Renewal

---

STATEMENT/PURPOSE: All Special Sunday Opening must be approved annually by the Board of City Commissioners.

BACKGROUND/ALTERNATIVES: All Special Sunday applications have been received and 1% Restaurant and Lodging taxes have been paid.

ATTACHMENTS: List of all Special Sunday Openings that have applied.

FISCAL IMPACT: \$260.00

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon applications and fees are all up to date.

SUGGESTED MOTION: I move that all annual Special Sunday Openings be approved contingent on meeting all necessary requirements.

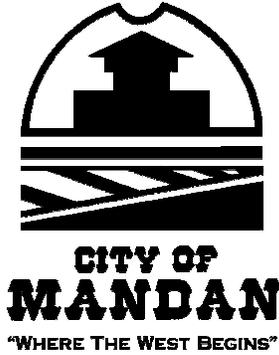
This is a list of all applications for Special Sunday Opening.

**Special Sunday Opening On-Sale**

1. The Hide Away
2. Mandan Municipal Golf (July to October)
3. Prairie West Golf Course (July to October)
4. A & B Pizza
5. Colonial Lounge
6. Ten Spot Lanes
7. Old Town Tavern
8. Lonesome Dove
9. Midway Lanes
10. BW-SS, Inc./Seven Seas (Montana Mike's)
11. Broken Oar
12. Vicky's Bar & Grill
13. Roundup Bar & Grill
14. The Ridge Motel
15. Pizza Hut
16. Moose Lodge
17. Last Call Bar
18. Captain Freddy's
19. The Drink
20. Stryker Enterprise dba Main Street Drive Thur Liquor
21. Harvest LLC
22. Moscow Bar

**Special Sunday Opening Off-Sale**

1. Petro Serve USA
2. Southside MVP
3. Unistop
4. M & H
5. Bills Liquor
6. Dakota Express
7. Captain Jacks Liquor



New Business No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 15, 2012  
**PREPARATION DATE:** May 9, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider authorizing a change order on Street Improvement District No. 168, Project No. 2011-09 (Heart Ridge Addition Phase I).

---

**STATEMENT/PURPOSE:** To authorize the street construction on the project to be change ordered to the existing contract for Keidel's South Heart Terrace with Northern Improvement under District #167

**BACKGROUND/ALTERNATIVES:** The developer is requesting that the City allow the District #168 street project be change ordered to the existing contract for District #167. The district has been established and approved by the Commission on March 20<sup>th</sup>.

I have personally visited with a representative from Northern Improvement to get a feel for their schedule and willingness to accept the work via change order. They indicated a willingness to accept the work and extend the prices from the District #167 bid opening.

**ATTACHMENTS:** 1. District Map

**FISCAL IMPACT:** The original engineers estimate for construction was for the amount \$305,886.20 without engineering or administration. Using the change order numbers as bid on project, we would see an increase in that number to the amount of approximately \$344,121.98, without engineering or administration, which would add approximately \$86,030.49 to the cost bring the total to \$430,152.47. Based on the engineer's estimates, we estimated lots within the development to receive \$7076.83 for a corner lot and \$14,153.66 for a regular lot. Using the bid numbers, a corner lot would now be assessed approximately \$7,169.21 and a regular lot would be assessed approximately \$14,338.42.

**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 change order for the project.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider authorizing a change order on Street Improvement District No. 168,  
Project No. 2011-09 (Heart Ridge Addition Phase I).

Page 2 of 3

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SUGGESTED MOTION: I move to authorize a change on Street Improvement District No. 168,  
Project No. 2011-09.

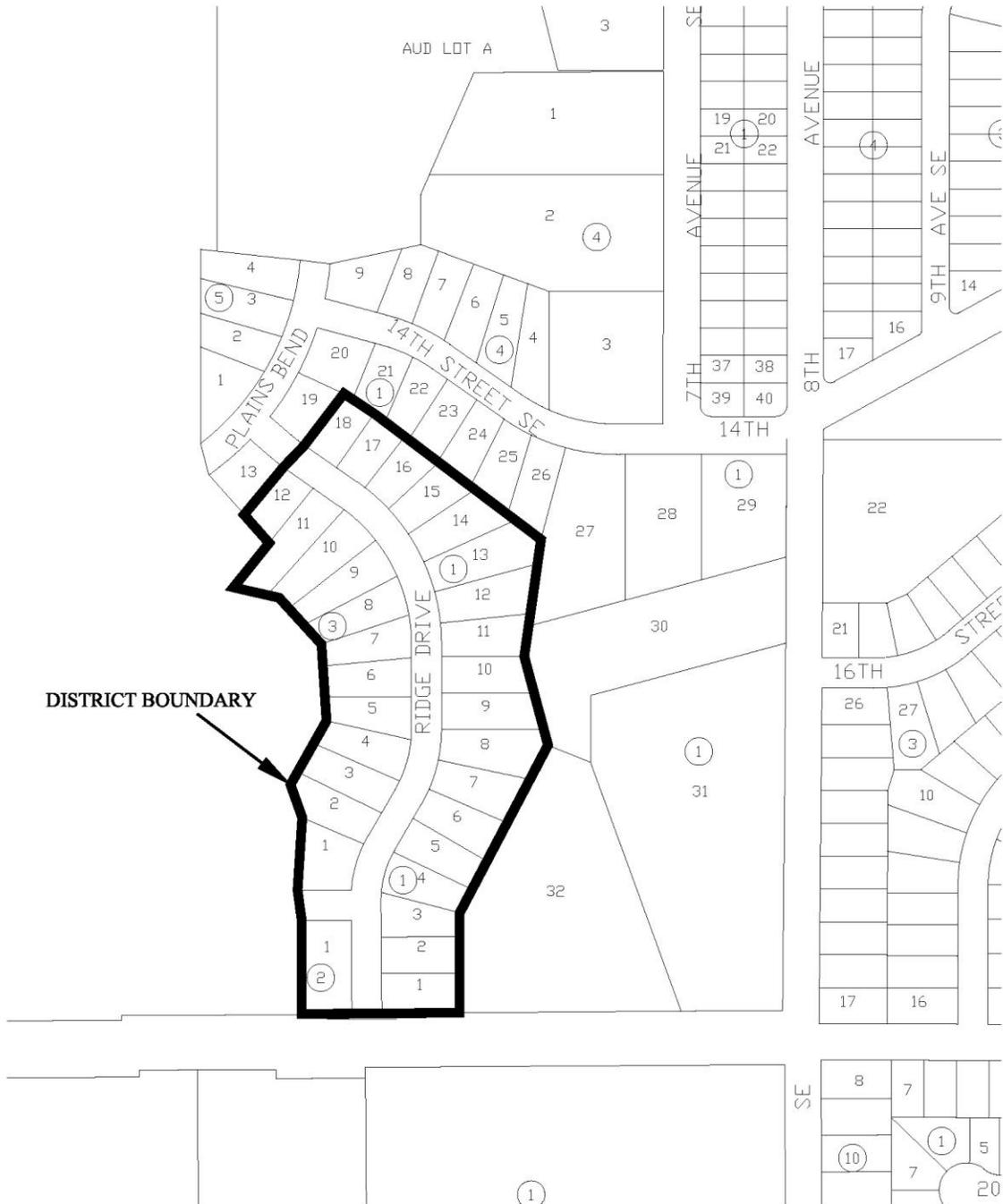
Board of City Commissioners

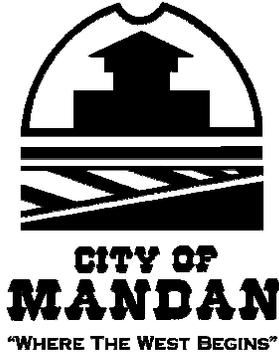
Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider authorizing a change order on Street Improvement District No. 168,  
Project No. 2011-09 (Heart Ridge Addition Phase I).

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## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 14, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order for Street Improvement District No. 171, Project No. 2012-10 (Heart Ridge, Phase II).

---

**STATEMENT/PURPOSE:** To create and allow the assessments of specials related to, authorize the required paperwork for the requested project, and allow for the project to be change ordered.

**BACKGROUND/ALTERNATIVES:** The developer is requesting that the City allow the special assessment of street costs to the benefitting property for the development of an additional phase of Heart Ridge Addition. This project would construct 14<sup>th</sup> Street SE from its west terminus to a terminus 400' west and also construct the western half of 7<sup>th</sup> Avenue SE which is approximately 800' north of 14<sup>th</sup> Street SE. The Phase II addition would bring approximately another 11 single family residential lots and 6 multi-family lots online for building.

Water and Sewer would be installed by 3 way agreement to provide City services to all the lots.

The developer is requesting that he be allowed to change order the phase II street improvements to the District #167 contractor in Northern Improvement to expedite the construction of those streets. They have reviewed the bid tab from District #167 and feel that the prices are fair and within reason go on without bidding the project. The contractor is willing to take on the change order for this work.

**ATTACHMENTS:**

1. Letter of Request
2. District Map

**FISCAL IMPACT:** Based on the estimate, the cost of the project would be \$269,730.84, engineering and administration will add \$67,432.71, bring the total to \$337,163.55. The Engineer's estimate provided will be approximately 10% -15% under the actual bid items that they would like to change order the project to. The lots could expect to receive the following estimate specials per this project:

- Residential lots (11) @ \$14,500.00

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order for Street Improvement District No. 171, Project No. 2012-10 (Heart Ridge, Phase II).

Page 2 of 4

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- Residential Multi-family lots (474,491 SF total) = \$0.374 SF

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 approve the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order on Street Improvement District No. 171, Project No. 2012-10.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order for Street Improvement District No. 171, Project No. 2012-10 (Heart Ridge, Phase II).

Page 3 of 4

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May 30, 2012

City Commission, City of Mandan, North Dakota

RE: Requesting Curb, Gutter, & Paving Improvements

Wachter Development owner of the following described lots does hereby request curb, gutter, and paving improvements by special assessment district in Heartridge Addition Lots 21-29 Block 1, Lots 1-8 Block 4 on 7<sup>th</sup> Avenue SE & 14<sup>th</sup> Street SE.

  
Wachter Development

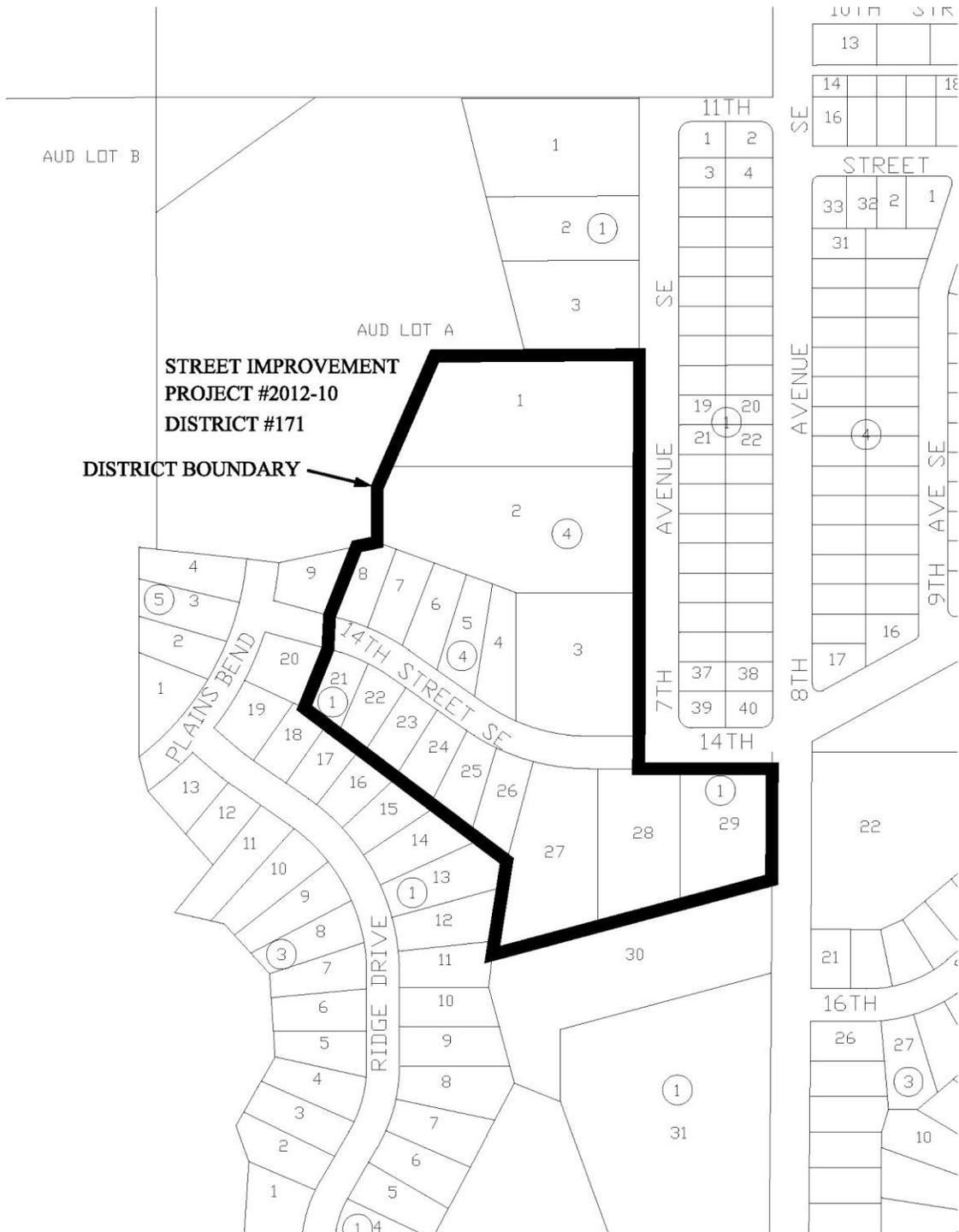
Board of City Commissioners

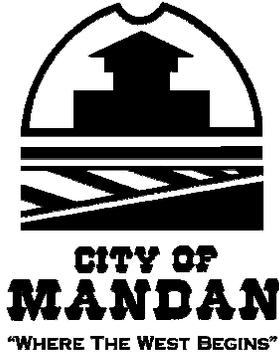
Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order for Street Improvement District No. 171, Project No. 2012-10 (Heart Ridge, Phase II).

Page 4 of 4





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider the execution of a 3-way agreement for the installation of water & sewer in Heart Ridge Addition Phase II.

---

**STATEMENT/PURPOSE:** To authorize the installation of water and sewer for the development of the subject area.

**BACKGROUND/ALTERNATIVES:** The Heart Ridge plat is located directly north of Fort Lincoln School (19<sup>th</sup> Street SE) and west and directly adjacent to 8<sup>th</sup> Avenue SE. The project is to be done in phases with this being the second. The work will take place on 14<sup>th</sup> Street SE from 150' east of Plains Bends SE to 8<sup>th</sup> Avenue SE. Work will also take place on 7<sup>th</sup> Avenue SE from 800' north of 14<sup>th</sup> Street SE to 14<sup>th</sup> Street SE. The proposed utilities only serve the developer of the benefiting land; therefore, this is being paid for under a 3-way agreement. A letter of credit has been secured for the project.

**ATTACHMENTS:**

1. letter of request
2. letter of credit
3. 3 way agreement

**FISCAL IMPACT:** The entire cost of the project is being paid by the developer as part of the 3 way agreement.

**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 authorization to move forward with this project.

**SUGGESTED MOTION:** I move to authorize the execution of the 3-way agreement for the construction of the subject project.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Heart Ridge Addition Phase II.

Page 2 of 8

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May 30, 2012

City Commission, City of Mandan, North Dakota

RE: Requesting Sewer and Water Improvements

Wachter Development owner of the following described lots does hereby request sewer and water improvements by 3-Way Contract in Heartridge Addition Lots 21-29 Block 1, Lots 1-8 Block 4 on 7<sup>th</sup> Avenue SE & 14<sup>th</sup> Street SE.

  
Wachter Development

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Heart Ridge Addition Phase II.

Page 3 of 8

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(701) 222-4444 Highway 83 North 3000 North 14th St PO Box 4250 Bismarck, North Dakota 58502

IRREVOCABLE Standby Letter of Credit #190

Date: June 11, 2012

Beneficiary: City of Mandan  
205 2<sup>nd</sup> Ave. NW  
Mandan, ND 58554

Applicant: Wachter Development, Inc.  
PO Box 520  
Bismarck, ND 58502

RE: Heart Ridge Addition Phase II; Project #2012-11

Letter of Credit Number: 190 Amount \$156,800

Expiration Date: September 30, 2012

We hereby issue this irrevocable standby letter of credit in your favor, which is available by your drafts, drawn at sight, drawn on Security First Bank of North Dakota, Box 4250, Bismarck, ND 58502 bearing the clause:

“Drawn under irrevocable standby Letter of Credit No. 190.”

Accompanied by the following documents:

This original letter of credit and beneficiary’s signed statement as follows:

“Wachter Development, Inc. has failed to make payment in accordance with the terms of that certain sanitary sewer and water improvement project with the City of Mandan relating to Project #2012-11.”

We hereby agree to honor each draft drawn and in compliance with the terms of this irrevocable letter of credit if duly presented (together with the documents as specified) at this office on or before the expiration date.

This Letter of Credit shall be governed by and subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (“UCP”), and to the extent not inconsistent with the UCP, laws of the State of North Dakota.

Security First Bank of North Dakota

  
Jed Fahrer, Vice President

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Heart Ridge Addition Phase II.

Page 4 of 8

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**AGREEMENT  
SANITARY SEWER & WATER IMPROVEMENT PROJECT #2012-11  
HEART RIDGE SUBDIVISION**

THIS AGREEMENT, made on the 12<sup>th</sup> day of June, 2012 between the City of Mandan, a municipal corporation, hereinafter called the City, Lance Wachter, hereinafter called the Developer, and Markwed Excavating, Inc., hereinafter called the Contractor. The Engineer mentioned in this contract shall be Swenson, Hagen & Co.

WHEREAS, the Developer wishes to enter upon the public streets and right-of-way to construct under private contract the following improvements:

Watermains  
 Sanitary Sewer mains  
 Streets  
 Others:

for property to be developed and offered for sale by the Developer, and

WHEREAS, The City wishes to safeguard the public interest in assuring that said construction work will be in accordance with plans, specifications and requirements of the City and will be completed in a proper and safe manner in accordance with the City approved plans and specifications for the work. The Contractor and the Developer through the Contractor, represent and agree that they shall have sole and exclusive responsibility to ensure that said work is completed in accordance with all plans and specifications and pursuant to any requirements of the City. The Contractor warrants that the work will be conducted in a proper and safe manner, and

WHEREAS, The Developer has filed a petition to the Board of City Commissioners to permit the Developer to contract directly for said improvements;

NOW, THEREFORE, it is agreed between the parties for the considerations herein named, as follows:

(1) LICENSE TO CONSTRUCT.

The City grants to the Developer the right, privilege, and license to enter upon and construct in the public rights-of-way of the City the above improvements in the following streets:

- 7<sup>th</sup> Avenue SE – from 800' north of 14<sup>th</sup> Street SE to 14<sup>th</sup> Street SE.
- 14<sup>th</sup> Street SE – from 150' east of Plains Bend to 8<sup>th</sup> Avenue SE.

which license shall continue so long as the Developer performs the agreements assumed by it herein.

Board of City Commissioners

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Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Heart Ridge Addition Phase II.

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(2) SCOPE OF WORK.

The Developer will, through a Contractor licensed under the laws of North Dakota, to do said work, furnish all materials, and all equipment and labor necessary to perform all of the work shown on the plans and specifications prepared by Swenson, Hagen & Co., which are hereby referred to and made a part of this Agreement. Construction staking as required by the City shall be done by Swenson, Hagen & Co. at the expense of the Developer. The Developer shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, pressure testing, chlorine, repair work, clean up, and any other usual charges as determined by the Engineer shall be borne by the Contractor.

(3) TIME OF COMPLETION

The Contractor shall be responsible for maintaining the erosion control for up to thirty (30) days after completion of the project or until arrival of the pavement contractor, whichever occurs first. Unless delays are encountered that are beyond the Contractor's control, the Contractor shall begin work no later than June 21, 2012.

The Contractor shall have from June 21, 2012 to July 20, 2012 to complete the project to the satisfaction of the project engineer.

(4) LIQUIDATED DAMAGES

The Contractor shall be liable to pay the Developer five hundred dollars (\$500.00) per calendar day the project is not completed beyond the completion date of July 20, 2012. The minimum \$500.00 per calendar day includes but is not limited to extra maintenance, administrative costs, legal costs and engineering fees. The Developer reserves the right to compute actual costs incurred due to the Contractor's failure to complete the project and be reimbursed by the Contractor.

(5) SUPERVISION AND INSPECTION OF WORK.

The City, City Engineering Department and Engineer shall at all times have access to the work, in its preparation and progress. The Engineer and their authorized representatives will give all grades or locations for all work and no work depending upon such grades or locations shall be commenced until the same have been established. Upon all questions concerning the interpretation and compliance with the plans and specifications and the performance and execution of the work called for by them, the decisions of the City Engineer shall be final and binding upon the Developer and its contractors, servants, employees or agents.

(6) CITY ENGINEER'S DECISIONS.

The Contractor shall have general supervision and direction of the work. The City, City Engineer and Engineer have authority to stop the work when such stoppage may in their opinion be necessary to insure proper execution of the contract. They shall also have the authority to reject all work and materials which do not conform to the plans and specifications and to decide all questions which arise in the execution of the work. All such decisions of the Engineer shall be final.

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(7) PAYMENT.

The Developer shall provide an irrevocable letter of credit or a certificate of deposit in an escrow account from a bona fide bank in the amount of the project cost including engineering, testing and inspection. The money in such account shall be used only for the payment of the project costs. The Developer will be responsible to pay the Contractor for all of the contract work in accordance with the plans, specifications, and proposal prepared by the Engineer made a part of this contract. The contract proposal amount is \$156,779.50. The proposal, attached, shall become a part of this agreement.

(8) CONTENTS OF DEVELOPER'S CONTRACT.

All contracts made by the Developer with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: "This contract is subject to all the terms and conditions of a contract dated June 12, 2012 between the City, the Developer and the Contractor."

(9) OWNERSHIP OF WORK-LINES.

All contract work, except utility stub out, furnished or placed in the public streets, alleys, or rights-of-way shall become the property of the City of Mandan. The placing and furnishing of all contract work by the Contractor, its subcontractors, if any, and by any person, firm or corporation, as labor or material or otherwise, shall be under the provisions of this contract and with the express waiver of any right to claim against the City, or to make any claims or lien against the contract work.

(10) WARRANTY.

The Contractor shall guarantee all work against faulty materials and workmanship for a period of one year from the date of final payment and the performance bond of the contract shall remain in full force and effect for that period.

(11) VERBAL AGREEMENTS.

No verbal agreements or conversation with any officer, agent, or employee of the City before or after the execution of this contract shall affect or modify any of their terms or obligations contained in the documents comprising the contract.

(12) PROTECTION OF PUBLIC AND WORK.

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for protection of the public, and shall further maintain at all times adequate protection of the work from damage. The Contractor shall also take out and furnish general liability insurance to protect itself and the City with an insurer licensed to do business in North Dakota, in the sum of \$1,000,000 for one accident, against and from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property on account of any negligent act of fault of the Contractor, its officers, agents or employees in the execution of the contract, or on account of its failure to provide necessary barricades, warning lights, or signs, and as will protect the City from any contingent liability under this contract. In no case shall the liability insurance be less than that specified in Section 100-33 of the specifications for this project.

Board of City Commissioners

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(13) UTILITIES.

It shall be the responsibility of the Contractor to familiarize itself with the location of all existing sewer, water mains and service lines, gas mains and service lines, telephone cable, power, light, and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The Contractor shall notify all utility companies 48 hours in advance of any construction affecting said utilities, and shall work out with said utilities any conflicts or changes.

(14) CHANGES.

The Board of City Commissioners reserves the right to make any necessary changes in the alignment, grade, or design of the proposed work deemed by them advisable.

(15) CLEAN UP.

Extra materials, tools and temporary structures shall be removed by the Contractor and all dirt, rubbish, and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the City Engineer. The Contractor shall maintain for a period of three months after completion of the work the surface of unpaved trenches, adjacent curbs and gutters, sidewalks, driveways, shrubbery, fences, sod or other surfaces disturbed. The Contractor shall conduct its operations in such manner as to cause minimum inconvenience to adjoining property owners and the public.

The Developer will be required to replace paving or gravel surface adjacent to the project site that is damaged in the construction work.

(16) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS.

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount of not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

Board of City Commissioners

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IN WITNESS WHEREOF, the parties have executed the within and forever contract.

**CITY OF MANDAN**

**DEVELOPER**

Lance Wachter

\_\_\_\_\_  
President  
Board of City Commissioners

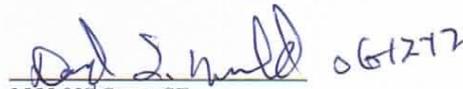
  
PO Box 520  
Bismarck, ND 58502-0520

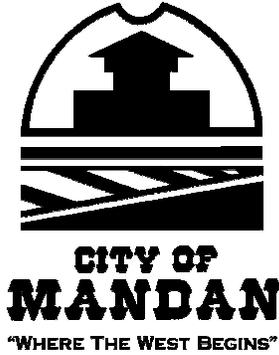
Attest:

**CONTRACTOR**

Markwed Excavating, Inc.

\_\_\_\_\_  
Jim Neubauer, City Administrator

  
3555 93<sup>rd</sup> Street SE  
Bismarck, ND 58504



New Business No. 4

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 13, 2012  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider approval for advertising the RFP for the Comprehensive Plan.

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**STATEMENT/PURPOSE:** To advertise the Comprehensive Plan and solicit firms to partake in the RFP.

**BACKGROUND/ALTERNATIVES:** The planning office has generated a RFP for the comprehensive plan and circulated it to the planning Commission members for review and comment and made applicable changes to the document. We would like to advertise the plan to solicit firms to partake in the planning study. The RFP is attached for your reading and any comments you may have.

**ATTACHMENTS:** 1. Request for Proposals

**FISCAL IMPACT:** The Commission approved a limit of \$100,000 for the plan study

**STAFF IMPACT:** A committee will need to be formed to review the proposals and select the firm

**LEGAL REVIEW:** All of my commission data has been forwarded to the City attorney.

**RECOMMENDATION:** allow to advertise for solicitations.

**SUGGESTED MOTION:** I move to advertise for requests for proposals for the project.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 19, 2012

Subject: Consider approval for advertising the RFP for the Comprehensive Plan.

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**Public Notice**

**Request for Proposals**

**City of Mandan Land Use and Transportation Plan**

The City of Mandan, North Dakota is accepting proposals from qualified planning consultants interested in providing professional services in preparation of the City Comprehensive Plan. Teams of consultants are welcome to submit joint proposals, with the designation of a lead firm with subcontractors that will report to the lead firm.

Consulting firms interested in performing the work shall submit five copies of their proposal to the City of Mandan, Planning Department, Dave Bechtel, City Planner, City of Mandan, 205 2nd Avenue NW, Mandan, North Dakota 58554, no later than 5 p.m. Wednesday, August 1, 2012.

Selection of a consultant or consultant team will be based on qualifications and criteria as described in the attached RFP.

City of Mandan  
Planning Department  
Dave Bechtel, City Planner

**REQUEST FOR PROPOSALS  
PLANNING/ENGINEERING SERVICES**

**CITY OF MANDAN, NORTH DAKOTA  
COMPREHENSIVE PLAN AND TRANSPORTATION PLAN UPDATE**

**Purpose**

The City of Mandan is accepting proposals from qualified planning consultants interested in providing professional services in preparation of the City Comprehensive Plan. The City of Mandan and surrounding area is experiencing a period of growth with the influence of a surging oil industry and strengthened economy.

The City of Mandan has never adopted a Comprehensive Plan. The City has a collection of various plans (Vision plan, corridor studies, Long Range Transportation Plan, Infrastructure master plans and others) that may be relevant to review, include or reference in this plan. The City is in pursuit of a plan, which can outline growth trends, expanding residential development, areas for commercial and industrial expansion among other areas.

**Scope of Services**

This City of Mandan Plan is a guide to future growth and development to be used on a daily basis as a policy guide for decision making in zoning requests, growth direction, infrastructure improvements, economic development and other factors regarding the overall development of the City and surrounding area. During this process the consultant will assess and consolidate various reports, studies, public opinion and plans that have an impact on the City of Mandan. The consultant will also assess the current conditions and identify limiting factors to the future growth of the city, with consideration for physical/natural constraints as well policy and infrastructure constraints. Key outcomes of the new plan are intended to address land use and transportation concerns, infrastructure demand and improvement needs, quality of life issues and the future growth and development of the City.

Public participation will be a key component of the overall planning project. The ability to produce user friendly graphics, visualization tools and maps to engage public opinion will be considered in the selection of a consultant.

**Study Area**

The planning study area will encompass areas beyond the City of Mandan extraterritorial 2-mile jurisdiction. The consultant will be responsible for working with the Planning Department to determine the study area boundary. It is anticipated the study area boundary could extend several miles beyond the City Limits in some areas.

Inventory of Existing Conditions- Data Collection and Report

Prepare a report of existing conditions to include: demographic and economic profile based on collection and analysis of data including population projections and trends. In addition, the report should include the plan elements listed below. The consultant is responsible for presenting the report findings to the Planning and Zoning Commission.

Public discussion of issues, ideas and concerns regarding the future of the community is essential early in the planning process. Background information should include, but is not limited to:

- The consultant is responsible for coordination with oil industry/utilities/agricultural sector, state agencies and others identified in developing employment and population projections;
- Applicable maps of existing conditions.

The following elements are to serve as a basis and guide for plan development. The consultant is welcome to suggest additions or modifications to these components.

Infrastructure  
City Services  
Issues and opportunities  
Land Use  
Transportation Plan  
Implementation  
Review of current Zoning Ordinances

Other considerations with the plan may include

Housing  
Parks & Recreation  
Economic Development

**Consistency:**

The consultant will coordinate with other local governments, park district, school district, airport and other entities to achieve consistency with existing planning activities and any future plans.

The consultant will recommend amendments to existing land development regulations (city zoning, subdivision ordinances, etc) with the City's new comprehensive plan.

**Development of Goals, Objectives and Policies**

The consultant will prepare goals, objectives and detailed policy statements for each element that will be used as a guide for evaluating development proposals in the planning area.

**Deliverables:**

- Thirty-five paper copies, and two electronic copies (on CD) of both the draft and final plans for distribution.
- All public participation materials to include survey results, brochures and other information.
- Data and modeling gathered and developed during the plan process.
- Maps: transportation thoroughfare map, existing and future land-use, public facilities, environmental and other both in paper and digital formats suitable for use in GIS systems.

**Land Use**

Develop a strategy for the most effective use of undeveloped land, surrounding land outside the present city limits, and existing land uses with potential for redevelopment. For commercial and industrial lands include potential economic development/redevelopment incentives.

- The comprehensive plan will include a Future Land Use map developed through use of build-out scenarios and analysis of plan alternatives for their fiscal impacts on City, school districts, and other taxing entities.
- Recommend future potential commercial areas or nodes.
- Analyze current industrial areas, projections of future industrial demands and recommendations for accommodating industrial expansion.
- Integrate future land use scenarios with the transportation network. Analyze impacts of growth on the functionality of the transportation system, projected estimates of new roads or infrastructure needed to serve future development.
- Analyze the current city boundary and annexation policy. Make recommendations and provide policy alternatives to include a "no change alternative" with respect to urban growth adjacent to the city boundary and annexation.

### **Housing**

Recommend strategies to ensure housing opportunities are provided within high quality neighborhoods that are safe and well planned. The ability to provide adequate workforce housing is a concern and interest in the City of Mandan. Efforts are needed to provide a mix of housing at various densities and price ranges to allow people of all ages and occupations to enjoy of the quality of life in Mandan.

### **Transportation**

The general location and extent of existing and proposed roadways, arterial and collector streets, bicycle routes, jogging paths, and other modes of transportation that may be appropriate. The element shall identify existing characteristics of the multi-modal transportation network, establish standards for levels of service, and identify existing and future deficiencies based on traffic growth projections.

In support of the transportation element, a travel demand model has been developed in cooperation with the MPO to simulate existing travel patterns, forecast future traffic volumes, and allow for analysis of alternative transportation improvements.

### **Public Participation**

The City desires a public participation program. The acceptance and success of the Comprehensive Plan rests on the direct involvement, support, and effort of the citizens of Mandan.

The public involvement plan will provide a detailed schedule and timeline outlining the number and frequency of the proposed communication techniques. The following is a minimum expectation of activities in the public involvement plan to be considered by the consultant.

- Planning Advisory Committee: The consultant shall make recommendations and initiate the creation and establishment of a broad based planning advisory committee for the project;
- Public forum(s) for presentation of existing conditions inventory and build-out scenarios;
- Resident questionnaires/surveys. The consultant shall be responsible for the preparation, distribution, compilation, and analysis of survey data;
- Interactive website (to be hosted and updated by the consultant during the contract period);
- Drafting of regular articles and news releases for the website and local newspaper;

Board of City Commissioners

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- Schedule of public participation and activities for response to the plan recommendations and alternatives;
- Strategy for gathering input from and reporting to the Planning and Zoning Commission, City Council and County Board of Commissioners needs to be specified;
- A strategy for documenting participation, recording input, analyzing, and summarizing the responses received during all phases of the process.

**Public Hearing:**

Proposed recommendations and alternatives shall be presented at a City public hearing. The consultant will also be responsible for the distribution of copies of the draft plan to parties of interest to include boards and commissions, state and county agencies, and other affected jurisdictions prior to public hearing.

**Method of Evaluation**

The submitted proposals will be reviewed based on the evaluation factors noted below. Each proposal will be evaluated by a selection committee of City of Mandan. A short list of consultants may be asked to make presentations to the consultant selection committee. The selection committee will make a recommendation to the City Commission, upon approval of the selected firm a contract of terms will be made and the proposed final cost based on the scope of work and proposal submitted. If no agreement can be reached with the top ranked consultant, the City shall proceed with negotiations with the second ranked consultant.

Proposals will be evaluated and a consultant will be selected based on the following criteria:

- Past Performance
- Ability of professional personnel
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads of the persons and/or firms
- Project understanding and approach
- Demonstrated ability to engage the public in the process
- Familiarity with local development trends and community issues
- Working knowledge of the economic and population factors that will determine the duration and magnitude of future growth

**Proposal Content**

Proposals shall include the following information:

1. Project Team: The project manager and list of personnel who will be assigned to work on the project should be identified, including titles, education, and work experience
2. Clients: References for whom the consultant and/or key personnel have performed similar work within the last five years, and two executive summaries of work produced under similar contracts (examples produced on projects utilizing the key personnel identified for this proposal are preferred).
3. Timeline: The consultant's proposal must include a schedule for the project. An agreed upon schedule will become part of the contract and become the project schedule after the contract has been executed.
4. Quality Control/Quality Assurance: The consultant's proposal must include a Quality Control/Quality Assurance (QC/QA) program that will be used on this project. This QC/QA program must identify the team members, their responsibilities, and stages of development at which each is to be responsible (Can be added as an appendix and not considered as part of the 30 page limit).

An appendix may be added to the proposal to furnish an updated Forms 330 (related services questionnaire pertaining to engineering, land surveying, and architectural firms).

The proposals are limited to 30 pages in length.

**Submittal of Proposals**

Each firm shall submit five (5) copies of the proposal along with one unbound, reproducible document no later than 5 p.m. Wednesday, August 1, 2012. All proposals submitted will become the property of the City of Mandan. Submit proposals to:

Dave Bechtel  
Acting City Planner  
City of Mandan  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554

Include with the proposal:

Board of City Commissioners

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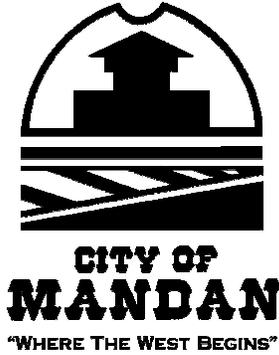
**Inquiries**

Questions regarding this request for proposals should be directed to Dave Bechtel at (701) 667-3225 or by e-mail at [dbechtel@cityofmandan.com](mailto:dbechtel@cityofmandan.com)

**General Conditions**

This request for proposal does not commit the City of Mandan to award a contract or to pay any costs incurred as a result of preparing such a response. The city reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this request for proposal if it is in the best interest of the City. The Consultant Selection Committee may require consultant/attorney participation in negotiations, the result of which may require revisions to the response as submitted.

The City of Mandan reserves the right to enter into a supplementary agreement to have the firm selected perform any additional work not currently assigned.



New Business No. 5

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 19, 2012  
**PREPARATION DATE:** June 14, 2012  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Dot Frank, City Commissioner  
**SUBJECT:** Creation of a Youth Commission

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STATEMENT/PURPOSE: To consider the creation of a Youth Commission

BACKGROUND/ALTERNATIVES: Commissioner Frank would like to see the creation of a “Youth Commission” for the City.

ATTACHMENTS: Youth Commission Details

FISCAL IMPACT: Minimal. Financial assistance may be requested on a per project basis, but would be subject to the standard processes and procedures. The Commission would begin with a \$500 account balance as a result of the proceeds generated from the Dot4Mandan Mayoral 5k Race held on June 10, 2012. It is anticipated that the Youth Commission will continue to receive funds from this annual event.

STAFF IMPACT: Minimal. Youth Commission meetings are recommended to occur bi-monthly during the academic year and would require assistance from staff to provide details for discussion topics and recording of meeting minutes.

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend the creation of a Youth Commission.

SUGGESTED MOTION: I move to create a Youth Commission.

Board of City Commissioners  
Agenda Documentation  
Meeting Date: June 19, 2012  
Subject: Creation of a Mandan Youth Commission  
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**Mandan Youth Commission**

Requested by Commissioner Dot Frank and pending approval by the Mandan City Commission, the Mandan Youth Commission will be created in recognition of the importance of a healthy, happy and engaged youth population.

The Commission will represent Mandan's youth in public hearings and give testimony that reflects the youth perspective. Members will work with the City, non-profits, community organizations, and private entities to develop strategies to improve the lives of Mandan's youth. The Commission also will advise the Mayor, City Commission, Mandan Schools, Mandan Parks & Recreation and other key decision makers inside and outside of city government.

**Mission Statement:**

*To be determined by the Youth Commission.*

**Statement of Purpose:**

The Youth Commission will exist to identify, promote, improve, increase and provide services and programs for young people in Mandan. The Youth Commission will be comprised of 11 voting members and 5 non-voting members.

The 11 voting members will represent youth aged 13 to 20. Voting members will be comprised of 5 high school students, 3 middle school students and 3 at-large members. The young people representing the high school and middle school positions are appointed by the City Commission members and the Mayor. The young people in the 3 at-large positions will be recommended by the City Commissioner assigned to the Youth Commission. Each voting member MUST be a resident of the City of Mandan.

The Youth Commission also will be comprised of 5 non-voting members. These non-voting members will represent various community and city agencies including, but not limited to, the Mandan School System, Mandan Parks & Recreation, Custer Health, Mandan Police Department and Bismarck-Mandan Young Professionals Network.

The Mandan Youth Commission will provide an important avenue for youth to be actively involved in decisions of community entities that affect them. Youth Commissioners will develop leadership skills, encourage other young people to get involved, and voice the concerns and needs of our young people.

**Primary Purposes:**

- Determine the needs of local youth and develop an annual action plan to address them
- Present concerns to the Commission and/or other appropriate community entity
- Attend and testify at Commission and Board meetings as necessary to present a youth perspective
- Develop efforts to encourage positive youth opportunities
- Develop efforts to encourage youth engagement in community issues
- Work with adult mentors, specifically the 5 non-voting members, on collaborative efforts that support the community's youth

**Meeting Schedule & Format:**

- The Mandan Youth Commission will meet bi-monthly while school is in session (August- May) and once during the summer break (June-July).
- A Chairman and Vice Chairman will be elected annually to preside over the meetings.
- Public records of each meeting will be kept by the office of the City Administrator.

**ORDINANCE NO. 1124**

**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 Municipal Code 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 RM (Multi-Family Residential, restricted to 5 units per acre) zoning and shall be included in the RM (Multi-Family Residential, restricted to 10 units per acre) zoning with the following restrictions: Buildings are height controlled with a two story maximum (no parking allowed underneath building), maximum of four units per building and a minimum 20' setback from adjacent single family residential, namely,

Lots 27-32, Block 1 and Lots 1-3, Block 4 of Heart Ridge Addition in Section 34, 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:                            | <u>June 19, 2012</u> |
| First Consideration:                       | <u>June 19, 2012</u> |
| Second Consideration<br>and Final Reading: | <u>July 10, 2012</u> |
| Publication Date:                          | _____                |
| Recording Date:                            | _____                |

**ORDINANCE NO. 1125**

**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 Municipal Code 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 R7 (Single-Family Residential) and shall be included in the RM (Multi-Family Residential zoning with the following restrictions: Maximum building height from finished grade not to exceed 20', building is to be pushed up to the east setback line and a mandatory 8' privacy fence along west property line, namely,

Lots 1-3, Block 1 of Collins Avenue West Addition in the SW ¼ Section 22, 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:                            | <u>June 19, 2012</u> |
| First Consideration:                       | <u>June 19, 2012</u> |
| Second Consideration<br>and Final Reading: | <u>July 10, 2012</u> |
| Publication Date:                          | _____                |
| Recording Date:                            | _____                |

Other Business No. 1:

ABSTRACT OF VOTES  
WILL BE FORTHCOMING