

AGENDA
MANDAN CITY COMMISSION
JUNE 5, 2012
ED "BOSH" FROEHLICH MEETING ROOM
5:30 P.M.
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 May 15, 2012 Board of City Commission meeting.
- C. PUBLIC HEARING:
1. Public Hearing to consider an Ad Valorem tax exemption for Art Mariner D/B/A GR-8 Auto
 2. Public Hearing to consider an Ad Valorem tax exemption for MTP Holdings, LLC
- D. BIDS:
1. Consider the award of bids for Sidewalk Improvement Project for 2012.
 2. Consider award of bids for Street Improvement District #167 (Keidel's South Heart Terrace Phase II).
- E. 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
 - 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
 - v. Broken Oar
 3. Consider 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.
 5. Consider for approval the final plat of Meadow Ridge 2nd Addition.
 6. Consider for approval the application for beer garden and street dance event.

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7. Consider Mandan WTP Optimization final time extension change order.
 8. Consider entering into an Engineering Services Agreement with Advanced Engineering.
 9. Consider entering into an Engineering Services Agreement with Advanced Engineering for the Waste Water Treatment Plant Effluent Lift Station and Outfall Pipeline Rehabilitation.
- F. OLD BUSINESS:
1. Consider purchase & business incentive agreements with Riverwest Development, LLC, for development of property at 1403 27th Street NW (approximately 3.10 acres)
- G. NEW BUSINESS:
1. Consider Growth Fund Committee recommendation regarding property tax exemption policy
 2. Consider approval of creating a new position in the Assessing Department.
 3. Consider the preparation of a watershed study.
 4. Update on the North Mandan Street Improvement Project
- H. 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 and electric distribution system for transmitting and distributing electricity for public and private use.
 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 and electric distribution system for transmitting and distributing electricity for public and private use.
 3. Resolution establishing rates and charges for Residential and Commercial/non-resident services from the Solid Waste Utility Fund.
- I. OTHER BUSINESS:
- J. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. June 19, 2012
 2. July 10, 2012
 3. July 17, 2012

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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 May 15, 2012 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. The meeting recessed at 6:55 p.m. for the Board of Equalization meeting and reconvened at 7:50 p.m. The meeting recessed at 8:55 p.m. for Executive Session. Commissioners present were Helbling, Tibke, Rohr, Jackson, and Frank (excused from the meeting at 8:49 p.m.). 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 1, 2012 regular meeting.*

Commissioner Jackson moved to approve the minutes of the May 1, 2012 meeting. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

PUBLIC HEARING:

1. *A Public Hearing to consider an Ad Valorem tax exemption for Glass Concrete Construction.* City Assessor Barta reviewed with the Board a request for a tax exemption from Glass Concrete Construction at 2111 Third Street Southeast, Mandan, ND, which is right next to another property owned by Glass Concrete Construction. There has been no opposition to the tax exemption received. The Mandan Growth Fund (MGF) Committee recommended approval with the conditions of 100% Year 1 and Year 2; 75% Year 3; 50% Year 4 and 25% Year 5. Barta recommends accepting the MGF recommendations as presented. The total exemption is approximately \$9,000 per year. Joe Glass was available for clarification and stated that the front part has been leased out to Today’s Homeworks (home improvement company) with approximately 10-15 employees hired. He said that Glass Concrete employs approximately 70 people. He mentioned that all the property will eventually be hard surfaced.

Mayor Helbling stated this is a public hearing to consider an Ad Valorem tax exemption for Glass Concrete Construction. He invited anyone to come forward to comment.

Linda Morris from the Morton County Tax Equalization Office came forward. She asked what type of business will be in this location. Mayor Helbling stated that according to Mr. Glass, part of the building will be leased and the other section will be housed by Glass Concrete Construction Company. Morris had a question referencing the application at No. 16 (c) and (d) as to whether that is the full market value? Barta said that it is the taxable value is @ \$20,000 (5% of \$400,000). Morris stated that on previous applications the full market value was entered at (c) & (d). So the market value is \$400,000 on the exemption? Barta replied that is correct.

Morris inquired on No. 24 that includes an answer “We had a tax incentive on our first building”. What address is that? Barta replied that it is 2201 Third Street Southeast, Mandan, ND. Morris asked if that incentive has expired. Answer: It is over 20 years old. Morris requested clarification on No. 17, it is checked warehousing. Should that be retail or service? The reason for the questioning is that the City of Mandan Commercial

property tax exemption policies and guidelines it states that projects primarily warehousing would not receive incentive. Mayor Helbling replied that was discussed that the wrong box was checked and it would belong in the service group. Morris inquired on No. 25 as to whether there is any similar business being conducted by other operators in the municipality and it is checked “no”. Is this the only one in Mandan? Barta replied that when he had indicated “warehouse” it probably fit but when it was changed to service, “yes” there are other operators that are service related. Morris stated that she has been asked to follow up on these matters for accuracy in completing the requests and that the correct exemptions should be given. Barta clarified No. 16 (c): The full market value is entered in this area when the request is presented. When that happens, Barta explained he leaves that alone and enters the data in the area below.

Mayor Helbling once again stated this is a public hearing and invited anyone to come forward to speak regarding this matter. A second invite was given. Hearing none this portion of the public hearing was closed.

Commissioner Frank suggested the Board follow Linda Morris’ advice in reviewing the application for accuracy when completed. Commissioner Frank moved to approve the Ad Valorem tax exemption for Glass Concrete Construction of 100% Y1 and Y2; 75% Y3; 50% Y4 and 25% Y5 under the City of Mandan’s criteria for property tax exemption policy and guidelines and also under state statute with the caveat that it is fully completed to reflect the change from warehousing to retailing services as well as fully describing the activities mentioned that will take place on the form and that the application reflects that there will be hard surfacing that applies to the property site. Commissioner Jackson seconded the motion.

Commissioner Jackson asked if under the policy this qualifies for the 100% exemption for five years. Business Development and Communications Director Huber stated that at the Mandan Growth Fund Committee meeting it was not indicated that a portion of the building was going to be leased to Today’s Homeworks and so what they were looking at were the employees of Glass Construction that were going to be operating from the building so at that time it did not appear to meet that criteria so that is not being requested right now from the MGF. Huber stated that based on the information the MGF had at their meeting was the 100% Y1 and Y2; 75% Y3; 50% Y4 and 25% Y5. Commissioner Jackson asked City Attorney Brown about No. 25. “Is any similar business being conducted by other operators in the municipality? If that gets changed from “no” to “yes”, does that change the ability to give the 5-year ad valorem tax exemption? Attorney Brown replied “No”. Assessor Barta stated there has been no opposition received.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

2. *A Public Hearing to consider for approval the resolution to vacate the public right-of-way of the east quadrant of the intersection of 6th Avenue NE and 9th Avenue NE,*

as platted in Helmsworth-McLean Addition. Engineering Project Manager Bechtel presented a request for the approval of a resolution to vacate the public right of way of the east quadrant of the intersection of 6th Avenue NE and 9th Avenue NE. The property owners have removed a single stall garage and would like to facilitate an addition to their home but cannot do so because of the set-backs. Bechtel stated his office is in support of the approval for the vacation. Commissioner Jackson inquired how the lots to the east and north of the subject property would get access to the area. Bechtel stated there is an alley to the south that runs east-west and on the east side of the area there is a right of way that also accesses those lots. From the city's standpoint, the alleyways in this area go to nothing because of the terrain of the properties and the encroachments are allowed to remain.

Mayor Helbling stated that this is a public hearing for approval of the resolution to vacate the public right-of-way of the east quadrant of the intersection of 6th Avenue NE and 9th Avenue NE, as platted in Helmsworth-McLean Addition. He invited anyone to come forward to speak.

DeNae Kautzmann came forward and stated she is the property owner directly to the north. She stated she does not want this street vacated because it gives her access to her property. She disagreed with Mr. Bechtel whether or not a road can be put in there. She stated she and other property owners need access to the road. She mentioned that regarding the alley that Mr. Bechtel talked about - there is no alley. She said that right now she has not had a problem reaching her property, but at some point she may and she might want that 4th Street to go in.

Deborah Holter came forward and stated she is the owner of the lots immediately to the east. She indicated there are a couple procedural problems and referenced them on the maps provided by Bechtel. The only access to her lots is the 4th Street access. She is opposed to the vacation. She stated she sees two problems: (1) There is a half block that is not vacated in between two; and (2) She will not have access to her property. Mayor Helbling inquired if the City put 4th street in as a public point of access, would you protest the special assessments? Holter replied that is not relevant because the engineer said it cannot be done. Mayor Helbling clarified if the vacation is not granted, should the City proceed to put 4th street in? Holter replied that in case she needs access in the future, she does not want the vacation granted.

Sanela Alagic came forward and stated that she and her husband purchased a problematic piece of land. Referencing a map she pointed to a woody and hilly area that is unused. She stated that as it is right now, they do not have any access to the property they bought and have requested a right of way.

DeNae Kautzmann stated that there needs to be full access to the street.

Mayor Helbling again stated that this is a public hearing for approval of the resolution to vacate the public right-of-way of the east quadrant of the intersection of 6th Avenue NE and 9th Avenue NE, as platted in Helmsworth-McLean Addition.

Deborah Holter stated that the Alagic's property faces 9th Avenue and they have full access.

Mayor Helbling again invited anyone to come forward and hearing none, the public hearing was closed.

Mayor Helbling asked City Attorney Brown if it would be possible to vacate half of the property. Attorney Brown said it would be possible to do that but there would be a survey process to go through.

Commissioner Jackson questioned Bechtel as to whether he has determined where the right of way actually is located in relation to where the garage was? Bechtel stated he has looked at the property and stated that when the garage was there it was on the right of way.

Commissioner Jackson motioned to deny the request to vacate the public right of way of the east quadrant of the intersection of 6th Avenue NE and 9th Avenue NE, as platted in Helmsworth-McLean Addition. Commissioner Rohr seconded the motion.

Commissioner Rohr stated that there are two definite conflicting needs: (1) The possibility of a road for future needs in that area and to keep it open for that; and (2) If it's not feasible and there will never be a road through there. Mayor Helbling stated that another option could be to request an alley be put in and to build their garage facing the alley. Bechtel stated from his view point it would not be feasible to build a road there due to costs and grades to put it in.

Commissioner Jackson stated that there may be a possibility in the future that Ms. Holter would sell the lots, to the right person, who would be interested in putting in a road, despite the cost. This is the only true full road going into that portion and he would not like to see the City vacate an area that would allow a property owner to privately develop it if they so wish. Bechtel stated that the best access is the east-west alley and the north-south alley.

Deborah Holter stated she disagreed with Bechtel in that the whole area has been vacated on 10th Avenue and the grade is the same as on the east half of the 1000 block on 4th Street. Commissioner Frank stated it appears there is more discussion warranted within the department on this matter as to what the best options are for all parties involved as all of them would benefit from increased access. Mayor Helbling concurred and stated that if there is a request for access and there is a dedicated street and a dedicated alleyway; if the property is not vacated, the City has an obligation to open up the dedicated street or the dedicated alley. Either way, to vacate or not vacate there is a responsibility to provide access to the property.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: No; Commissioner Jackson: Yes. The motion passed.

3. *A Public Hearing to revoke the Class A Liquor and Beer License No. 23 (Little Chicago, LLC) as Licensee has ceased doing business at the location licensed.* City Attorney Brown stated that Little Chicago was operating the LLC with Mysteria Theatre and there has been no business activity there for a period of time as certified to by Ms. Motl who is in charge of liquor licenses. The City ordinance has a provision to revoke a license if it is not being used with notice given by registered mail which was given to the agent of Little Chicago LLC as registered with the Secretary of State. The notice came back as undeliverable. Attorney Brown stated that he attempted to find the agent in which he did find a street address in Minot. Mayor Helbling stated that one of the reasons for revoking is that the licenses are opened up in July for renewal so this one would be available at that time.

Mayor Helbling stated this is a Public Hearing to revoke the Class A Liquor and Beer License No. 23 (Little Chicago, LLC) as Licensee has ceased doing business at the location licensed and invited anyone to come forward to speak for or against this matter. A second announcement was made to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Rohr moved to approve revoking the Class A Liquor and Beer License No. 23 (Little Chicago, LLC) as Licensee has ceased doing business at the location licensed. 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.

BIDS:

1. *Consider award of bids for the demolition and installation of radiant heating system at the Water Treatment Plant.* Duane Friesz, WTP Superintendent reviewed with the Board a request to consider the bid for demolition and installation of a radiant heating system at the Water Treatment Plant. He stated that the current system was updated in 1985 and has deteriorated now to the point where the heat exchanger steel tubing has developed extensive corrosion. He indicated that one bid was received in the amount of \$109,956 in which \$105,000 was budgeted for.

Commissioner Frank moved to approve a Budget Amendment transfer in the amount of \$4,956 from the Water and Sewer Utility Capital Improvement Reserve to the WTP 2012 Capital Outlay budget and to accept the bid of \$109,956 from Cooling and Heating Unlimited, Inc. for the demolition and installation of a radiant heating system project. 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.

CONSENT AGENDA:

1. *Consider approval of monthly bills.* The Board approved of the monthly bills.
2. *Consider permission to accept the ND Board of University and School and Lands Flood Impacted Political Subdivision Infrastructure Development Grants.* The Board

approved granting permission to accept the ND Board of University and School and Lands Flood Impacted Political Subdivision Infrastructure Development Grants.

3. *Consider for approval applications for beer garden and street dance events.* The Board approved of the applications for beer garden and street dance events.

4. *Consider approval of Sunday openings for Stryker Enterprises LLC for May 20-June 24, 2012.* The Board approved of Sunday openings for Stryker Enterprises LLC for May 20-June 24, 2012.

5. *Consider proclaiming May 19, 2012 as National Kids to Parks Day in the City of Mandan.* The Board approved of proclaiming May 19, 2012 as National Kids to Parks Day in the City of Mandan.

6. *Consider approval of Sunday openings for Captain Jack's Liquor for all Sundays between May 20 and June 24, 2012.* The Board approved of the Sunday openings for Captain Jack's Liquor for all Sundays between May 20 and June 24, 2012.

7. *Consider approval of the annual (July 1, 2012 through June 30, 2013) site authorizations for the Mandan Hockey Club at Captain Freddy's, Old Town Tavern, Vicky's Sports Bar, The Ridge Motel, and The Silver Dollar.* The Board approved of the annual (July 1, 2012 through June 30, 2013) site authorizations for the Mandan Hockey Club at Captain Freddy's, Old Town Tavern, Vicky's Sports Bar, The Ridge Motel, and The Silver Dollar.

8. *Consider games of chance for Bismarck/Mandan Tennis Association at Mandan Middle School from May 1 through July 13, 2012.* The Board approved of the games of chance for Bismarck/Mandan Tennis Association at Mandan Middle School from May 1 through July 13, 2012.

Commissioner Tibke moved to approve the Consent Agenda as presented. Commissioner Jackson seconded the motion. 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 27th Street NW (approximately 3.10 acres).* Business Development and Communications Director Huber reviewed with the Board the Purchase and Business Incentive Agreements to facilitate the sale and development of the land at the intersection of Sunset Drive and 27th Street Northwest in Mandan. The Purchase and Business Incentive Agreements have been developed. Huber provided a summary of the key items that included:

- i. The agreed upon price of \$2 per sq. ft. /\$270,000;
- ii. That construction will begin in 2012;
- iii. That there is a minimum investment of \$2.3 million in commercial property with at least 22,300 sq. ft. of office, retail and restaurant building; Ms. Spilman requested the terminology be included "or residential buildings" – possibly mixed use.
- iv. An irrevocable letter of credit for \$100,000 to insure timely development as indicated in the original proposal (could be released by 2018).

Huber recommended approval of the Purchase and Business Incentive Agreements with RiverWest Development, LLC. Mayor Helbling commented that if Spilman is requesting residential units, it should be restricted so they are not single family or townhouse residential. The suggestion is a mixed use combination might be acceptable but not stand alone residential. City Attorney Brown recommended defining what type of residential use would be permitted. Mayor Helbling recommended spelling out the mixed use. Commissioner Frank agreed with Huber to use the term mixed use which is a common term in development that would allude to commercial, retail, and the combination with the residential included would be sufficient. Attorney Brown was directed to draft an Addendum to include the definition of mixed use.

Commissioner Frank moved to approve the Purchase & Business Incentive Agreements with RiverWest Development, LLC, for development of property at 1403 27th Street NW (approximately 3.10 acres) as presented with the addition of an Amendment that will include the definition of residential being restricted to mixed use. Commissioner Rohr 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 moving into executive session under North Dakota Century Code Section 44-04-19.1 for attorney consultation regarding contract negotiations and instructions related to the Don McGuire and John Shultz proposal for development of city-owned property.* Commissioner Jackson moved to recess into executive session under North Dakota Century Code Section 44-04-19.1 for attorney consultation regarding contract negotiations and instructions related to the Don McGuire and John Shultz proposal for development of city-owned property. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed. Attorney Brown, Administrator Neubauer and Business Development and Communications Director Huber will attend the executive session.

NEW BUSINESS:

1. *Consider request to advertise for bids a new fire truck.* Fire Chief Nardello reviewed with the Board a request to replace a 1989 pumper truck. He stated the main reason for replacement is for the safety of the staff. The balance in the equipment reserve fund is \$246,691 and in September an additional \$59,300 will be received from the ND Insurance Department. The estimated cost of the new fire engine is between \$300,000 and \$350,000. The old truck will be written into the specifications as a trade, but if it does not meet those specifications, other avenues will be taken to dispose of the truck. Nardello stated that the average delivery time for a new truck is one year from the acceptance of the successful bidder. Commissioner Tibke commented that money is set aside every year into an equipment reserve and this reserve has a master plan to provide for future fire apparatus needs.

Commissioner Jackson moved to approve the request to advertise for bids a new fire truck. Commissioner Rohr 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 invitation for bids for sale of former water reservoir property off of 8th Avenue NW.* Business Development and Communications Director Huber reviewed with the Board a request to issue a bid for the sale of the former water reservoir property located at the intersection of Old Red Trail and 8th Avenue Northwest. She stated that the water reservoir has not been used for many years and the demolition of the reservoir will improve the surrounding area. The proposal calls for sealed bids by June 15, 2012 at 11 a.m. Huber recommended approval of the invitation for bids of sale of the former water reservoir property off 8th Avenue Northwest. Duane Friesz, WTP Supervisor stated that he agrees with the proposal as presented. He indicated that the WTP does not have any use for the property.

Commissioner Rohr moved to approve the invitation for bids for the sale of the former water reservoir property off of 8th Avenue NW. Commissioner Jackson seconded the motion. Commissioner Frank stated that when it is put out for bids that it should be clear as to what the zoning may ultimately become and it would make sense to go through any zoning process prior to putting it out on bid. Huber stated she would not recommend the re-zoning until the adjacent and surrounding requests are addressed.

Roll Call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

6:55 p.m. Commissioner Jackson moved to recess and suspend the meeting until the Board of Equalization meeting adjourns. Commissioner Frank seconded the motion. The motion received unanimous approval of the members present.

7:50 p.m. Commissioner Jackson moved to reconvene the City Commission meeting. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present.

3. *Consider process for awarding additional liquor licenses.* City Administrator Neubauer stated that since the passing of the ordinance allowing additional alcohol licenses for one additional Class D and two Class D-1's, a process needs to be developed for awarding those additional licenses. Discussion has led to a sealed bid process and that is what has been put together to address this. If the Board would like to make those licenses available we would begin the advertising for the bid process immediately using the sealed bid for a Class D-1 which is the off sale convenience store for \$7,500 (two of those) and one for the Class D General Alcohol Off Sale Beverage license for \$40,000 (one of those). Notices will be published on May 16 and May 25 and notices would also be placed in the Bismarck Tribune. Neubauer noted that the Class A license that was revoked this evening has not been added to this list; however, that could be done by sealed bid also. In order to be available July 1st, the sealed bids would be due on June

13th for the June 19th commission meeting. Mayor Helbling recommended the Class A license be discussed further and then handled at a later date.

Commissioner Jackson motioned to open one additional Class D (exclusive retail off-sale alcoholic beverages) and two Class D-1 (exclusive retail off-sale beer and wine) licenses and to award the additional licenses based on the sealed bid process with the award of bid being the highest bid and meeting all the requirements with the minimum in place.

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.

4. *Consider recommendation from the Mandan Visitor's Committee regarding funding assistance for the Mandan Progress Organization & Musicians Association for picnic tables and concrete work in Dykshoorn Park.* City Administrator Neubauer reviewed a request from the Visitor's Committee that they received from the Mandan Progress Organization and Musician's Association for the purchase of new tables and concrete work at Dykshoorn Park. Neubauer stated that there are adequate funds in the Visitor's Committee Fund and that in addition the MPO, Musician's Association and Art in the Park will contribute \$3,389 towards the project. The project could start immediately and could be completed by the Buggies 'n Blues weekend events.

Commissioner Jackson motioned to approve the recommendation from the Visitor's Committee for a grant to the MPO & Musicians Association for \$40,000 to be utilized for the purchase of picnic tables and concrete work in Dykshoorn Park. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

5. *Consider funding requests from the Mandan Progress Organization Funding Committee.* Del Wetsch, from the Mandan Progress Organization (MPO) reviewed with the Commission several funding requests presented by the MPO Funding Committee. He explained that the funding should add to the economic development and well-being of the community. Organizations must provide statements of where the funding awarded to them was spent. Each year the city budgets \$20,000 for this purpose. This money is provided with 50% in Mandan Bucks and 50% cash. The requests are limited and are no more than \$5,000.

Commissioner Jackson moved to approve the funding requests from the Mandan Progress Organization Funding Committee 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.

6. *Consider the approval of the feasibility report for, approve the plans and specifications for, and authorize the call for bids on Street Improvement District No. 169,*

Project No. 2012-06(Lincoln Ridge 5th Addition). Engineering Project Manager Bechtel reviewed with the Board a previous request from Steve Thilmony requesting the special assessment of the remaining streets within the Lincoln Ridge 5th plat. The request was approved at the 4/3/12 meeting and the developer would like to obtain bids for the paving of the project.

Commissioner Jackson moved to approve the feasibility report for, approve the plans and specifications for, and authorize the call for bids on Street Improvement District No. 169, Project No. 2012-06 (Lincoln Ridge 5th Addition). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

Commissioner Jackson stated that most of these lots have been sold and this is fitting into the previous conversations the Commission has had with special assessing done by the City versus the developer for special assessments.

7. *Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Lincoln Ridge 5th Addition.*

Engineering Project Manager Bechtel stated this stems from prior agenda documentation allowing the developer to enter into a 3-way agreement for the water and sewer for that same development. Commissioner Jackson motioned to approve the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Lincoln Ridge 5th Addition. 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.

8. *Consider the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order or call for bids on Street Improvement District No. 170, Project No. 2012-08(Keidels South Heart Terrace, Phase III).* Engineering Project Manager Bechtel stated this item is a follow-up from a previous meeting wherein Morty's LLC, Fargo, ND, requested a Phase III for the street improvement special assessment district to assess the costs back to the properties. The developer is requesting work be added to and be a part of the Street Improvement Project 2012-08 if the bids come back favorable and if not, to allow him to bid out this one as a separate project. This project will bring another 30 lots in addition to the Phase II project.

Commissioner Jackson asked how many lots from Phase III are sold. Bechtel was not sure but stated he was waiting until this project went through in which he has the permission to special assess those. The estimated specials for Phase III are \$14,000 per lot. With engineering administration, \$400,000 are the fees involved. It would seem that this particular request appears to implement the new policy. Commissioner Jackson stated that if the Commission decides to go forward with this, a policy should then be developed and a time set that it is going to change. Bechtel stated that the City is still pushing forward with such a policy and as discussed previously, to implement it after this

construction season ends, with an implementation date of 1/1/13. Commissioner Jackson recommended a draft policy be reviewed by the Commission with the next two meetings.

Commissioner Jackson moved to approve the creation of, approval of the feasibility report for, approve the plans and specifications for, and authorize a change order or call for bids on Street Improvement District No. 170, Project No. 2012-08 (Keidels South Heart Terrace, Phase III). 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.

9. *Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Keidel's South Heart Terrace Addition Phase III.* Engineering Project Manager Bechtel stated that this is to approve the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Keidel's South Heart Terrace Addition Phase III by the developer. Commissioner Jackson moved to approve the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Keidel's South Heart Terrace Addition Phase III. 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.

10. *Consider the preparation of a Comprehensive Plan for the City of Mandan.* Engineering Project Manager Bechtel presented a request as a recommendation from the Planning and Zoning Committee. There has been discussion at that meeting to prepare a comprehensive plan for the City of Mandan. The last known plan was probably in 1976. It is an essential planning document for the City officials in planning that covers a wide range of decisions on land management. Ten or so items were ranked in importance. For example, infrastructure, transportation, City provided services were all in the first tier; housing, parks and recreation, economic development in the second tier; governmental design and urban development in the third tier. Comprehensive Plans can range in price from \$50,000 to \$100,000 depending on the items involved. Based on the Planning & Zoning Committee's recommendation, they would like to pursue that plan. Finance Director Welch stated that the \$100,000 would come from the available fund balance in the General Fund due to increase in City sales taxes, increase in state revenue sharing and also highway tax money.

Commissioner Rohr asked if this is an urgent matter or if it can go through the normal budget process for the upcoming budget session. Bechtel stated that he feels it should be pursued at the earliest possible time due to the change in economics and developments coming in so fast. Mayor Helbling concurred that moving forward would benefit the county as well as the city and that we should outline our needs and best uses of the property. Commissioner Tibke stated she is in support of the plan in terms of development of properties throughout the city. She mentioned that from her years of experience on this Commission that it is important to have a Comprehensive Plan in place. She inquired if the Park Board will share in the costs involved? Bechtel replied that a cost-sharing conversation has not taken place yet. Commissioner Frank

commented that she agrees with Commissioner Tibke's inquiry if the Park Board will assist in sharing the costs. Other discussions should also take place with the Chamber of Commerce, the BMDA before the City engages in any plan for these services. She reviewed the prioritization of the rankings stating that this Commission should review the list and come up with their priority. Bechtel stated that the rankings are not that important at this time because the City does have master plans in place for some of the long range plans. Bechtel stated that the City has received good examples of the RFP from the Planning & Zoning Committee. Mayor Helbling stated that the RFP can be modified and if any of the commissioners have any questions regarding this they should let Bechtel know.

Commissioner Frank motioned to approve the preparation of a Comprehensive Plan for the City of Mandan in the amount of up to \$100,000 and the allocation of funds. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

11. Consider placing various city owned lots up for sale. City Administrator Neubauer stated that the City owns three lots that are not buildable and the adjacent lot owners in those areas may be interested in purchasing them. They are of no value to the City other than maintaining them.

Commissioner Jackson moved to approve the sale of the various city owned lots. 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.

12. Consider entering into contract with Al Fitterer Architect PC for services related to heating and cooling system upgrades/replacements and possible renovations to Mandan City Hall. City Administrator Neubauer stated that the last time the heating and cooling system in the building was updated was about 1977. He indicated there are issues with the boilers and over the last several years the City has looked at a replacement which will cost approximately \$300,000 - \$500,000. If the system is remodeled, an extensive remodel will have to be conducted throughout the building. The proposal is to enter into a contract with Al Fitterer for architectural services related to Mandan City Hall.

Commissioner Jackson moved to approve entering into a contract with Al Fitterer Architect PC for services related to heating and cooling system upgrades/replacements and possible renovations to Mandan City Hall up to \$15,000. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke:

Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

RESOLUTIONS & ORDINANCES:

1. *First consideration 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 and electric distribution system for transmitting and distributing electricity for public and private use.* City Administrator Neubauer stated that MDU Resources Group and Mor-Gran-Sou Electric Cooperative, Inc. have worked out the details for transmitting and distributing electricity between themselves.

Commissioner Tibke moved to approve the first consideration of Ordinance No. 1122 a franchise granting to MDU Resources Group, Inc., a corporation, 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 and 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: Absent; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

2. *First consideration 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 first consideration 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 Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

OTHER BUSINESS:

1. *Purchase of iPads:* Mayor Helbling proposed the City purchase iPads for the Commissioners in recognition of the cost savings of paper waste and time spent when making copies by staff. City Administrator Neubauer was instructed to look into the possibility of this recommendation.

2. *Regular Meeting on July 3, 2012:* Commissioner Jackson moved to approve rescheduling the regular Board of City Commission meeting from July 3, 2012 to July 10, 2012. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

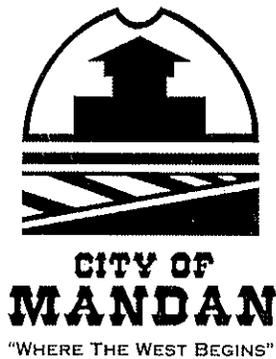
At 8:55 p.m. the Board recessed for the executive session (See Old Business No. 2).

At 9:25 p.m. the executive session ended. City Attorney Brown, City Administrator Neubauer and Business & Communications Director Huber were requested to negotiate terms with Don McGuire and John Schulz and bring back a recommendation to the Board of City Commissioners.

There being no further actions to come before the Board of City Commissioners, Commissioner Jackson moved to adjourn the meeting at 9:27 p.m. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

James Neubauer,
City Administrator

Timothy A. Helbling,
President, Board of City
Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Property Tax Incentives for New or Expanding
Businesses for Art Mariner D/B/A GR-8 Auto

STATEMENT/PURPOSE: To consider a tax exemption for GR-8 Auto pursuant to North Dakota Century Code 40-57.1.

BACKGROUND/ALTERNATIVES: Mr. Mariner is asking for an exemption on a new steel building which will be used for the selling and remodeling of automobiles. The Notice to Competitors was published in the May 5th and May 18th editions of the Mandan News and no competitors have submitted a written protest.

The Mandan Growth Fund Committee reviewed this project on May 30th and the project was recommended for approval by a unanimous vote of 6-0, with the conditions of a 100% exemption for the first two years; 75% for year three; 50% for year four; and 25% for year five according to the claw-back agreement requiring re-payment of the exemption if the property sold to a tax-exempt entity within seven years and also requiring an automatic door be installed.

The County, the School District and the Park District were given notification of this exemption on May 2nd and again on May 31st.

This parcel is also known as #9879 at 2021 46 Ave SE on a portion of Lot 2, Block 2, Lakewood Commercial Park 1st Addition.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$4,433 for years one and two; \$3,325 for year three; \$2,217 for year four; and \$1,108 for year five.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: 5-Year Ad Valorem Tax Exemption for GR-8 Auto

Page 2 of 6

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of a Property Tax Incentive for New or Expanding Businesses for GR-8 Auto in accordance with the recommendation from the Mandan Growth Fund Committee with the conditions of a 100% exemption for the first two years, 75% for year three, 50% for year four, 25% for year five according to meeting all criteria under the City of Mandan's Commercial Property Tax Exemption Policy Guidelines and to install an automatic door. They must also meet the new exemption criteria according to State Statute.

SUGGESTED MOTION: A motion to approve a Property Tax Incentive for New or Expanding Businesses for GR-8 Auto in accordance with the recommendation from the Mandan Growth Fund Committee with the conditions of a 100% exemption for the first two years, 75% for year three, 50% for year four, 25% for year five according to meeting all criteria under the City of Mandan's Commercial Property Tax Exemption Policy and Guidelines and to install an automatic door. They must also meet the exemption criteria according to State Statute.

9879

JUNE 5th

**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 Mandan/Morton
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 Art MARINER

2. Address of project LAKEWOOD COMMERCIAL PARK 2021 46 Ave SE
 City Mandan County Morton

3. Mailing address of project operator 4512 Shoreview PL
 City Mandan State ND Zip 58554

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 N/A

8. Name and title of individual to contact Art MARINER
 Mailing address 4512 Shoreview PL
 City, State, Zip Mandan, ND 58554 Phone No. 701-460-7701

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 an existing business project
Transfer GR-8 Auto From Bismarck to Mandan

24734
 (Rev. 7/99)

Description of Project Property

11. Legal description of project real property <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Portion of Lot 2, Block 2, Lakewood Commercial Park </div>	
12. Will the project property be owned or leased by the project operator? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator? <input type="checkbox"/> Yes <input type="checkbox"/> No 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 If existing facility, when was it constructed? _____ If new construction, complete the following:	
a. Estimated date of commencement of construction of the project covered by this application <u>ASAP</u>	
b. Description of project to be constructed including size, type and quality of construction <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> 60' x 100', 16' walls, stick built, steel sided building with partial brick front </div>	
c. Projected number of construction employees during the project construction <u>20</u>	
14. Approximate date of commencement of operations for this project <u>August 1, 2012</u>	
15. Estimated market value of the property used for this project:	16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:
a. Land \$ <u>150,000</u>	a. Land (not eligible)
b. Existing buildings and structures for which an exemption is claimed \$ <u>0</u>	b. Eligible existing buildings and structures \$ <u>0</u>
c. Newly constructed buildings and structures when completed \$ <u>220,000</u>	c. Newly constructed buildings and structures when completed \$ <u>11,000</u>
d. Total \$ <u>370,000</u>	d. Total taxable valuation of property eligible for exemption (Add lines b and c) \$ <u>16,000</u>
e. Machinery and equipment \$ <u>110,000</u>	e. Enter the consolidated mill rate for the appropriate taxing district <u>.4033%</u>
	f. Annual amount of the tax exemption (Line d multiplied by line e) \$ <u>4,433</u>

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).

Selling and Remodeling Automobiles

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

Body Shop Equipment (Hoists, various tools)

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	200,000	210,000	220,000	230,000	240,000
Annual expense	180,000	189,000	198,000	207,000	216,000
Net income	20,000	21,000	22,000	23,000	24,000

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) 2	2	2	2	2
	(2) _____	_____	_____	_____	_____
Estimated payroll	(1) 120,000	120,000	120,000	120,000	120,000
	(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).

Business being relocated from Bismarck to Mandan

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

Auto dealers and body shops

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, Art Manner, 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.

[Signature] OWNER 5/2/12
 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)

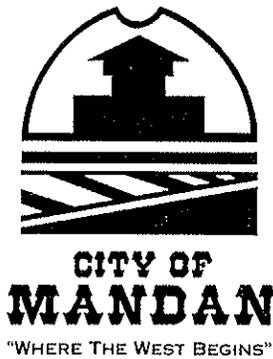
The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the ____ day of _____, 20____, granted the following:

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 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Property Tax Incentives for New or Expanding Businesses for MTP Holdings, LLC

STATEMENT/PURPOSE: To consider a tax exemption for MTP Holdings, LLC pursuant to North Dakota Century Code 40-57.1.

BACKGROUND/ALTERNATIVES: MTP Holdings, LLC is asking for an exemption on a new 30 unit apartment building. The Notice to Competitors was published in the May 5th and May 18th editions of the Mandan News and one competitor, Kautzmann Management & Investment, has submitted a written protest.

The Mandan Growth Fund Committee reviewed this project on May 30th and the project was recommended for approval of 100% for two years with the claw-back agreement requiring re-payment of the exemption if the property sold to a tax-exempt entity within five years.

The County, the School District and the Park District were given notification of this exemption on May 2nd and again on May 31st.

This parcel is also known as #10020 at 2003 Marina Rd SE on Lot 1, Block 2, Bridgeview Bay 1st Addition.

ATTACHMENTS: Application and Letter of Protest.

FISCAL IMPACT: Approximately \$77,376 per year.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of a Property Tax Incentive for New or Expanding Businesses for MTP Holdings, LLC in accordance with the recommendation from the

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: 5-Year Ad Valorem Tax Exemption for MTP Holdings, LLC

Page 2 of 7

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 seven years, and also under State Statute.

SUGGESTED MOTION: A motion 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 seven years, and also under State Statute.

10020

**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 Mandan
City or County

JUN 5 11

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	<u>MTP Holdings, LLC</u>		
2. Address of project	<u>2003 Marina rd. SE</u>		
	City <u>Mandan</u>	County <u>Morton</u>	
3. Mailing address of project operator	<u>103 Riverdale ave</u>		
	City <u>Mandan</u>	State <u>ND</u>	Zip <u>58554</u>
4. Type of ownership of project	<input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Subchapter S corporation <input type="checkbox"/> Individual proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited liability company		
5. Federal Identification No. or Social Security No.	_____		
6. North Dakota Sales and Use Tax Permit No.	<u>N/A</u>		
7. If a corporation, specify the state and date of incorporation	<u>N/A</u>		
8. Name and title of individual to contact	<u>NABIA TARBES - President</u>		
Mailing address	<u>103 Riverdale ave</u>		
City, State, Zip	<u>Mandan, ND</u>	Zip <u>58554</u>	Phone No. <u>701-220-1142</u>

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific.	<input checked="" type="checkbox"/> Property Tax Exemption <input type="checkbox"/> Payments In Lieu of Taxes	
	<u>2</u> Number of years	Beginning year _____ Ending year _____
	<u>100%</u> 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:	<input type="checkbox"/> New business project <input type="checkbox"/> Expansion of a existing business project	

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: 5-Year Ad Valorem Tax Exemption for MTP Holdings, LLC

Page 4 of 7

Description of Project Property

11. Legal description of project real property

Lot 1 Block 2 Bridgeview Bay Addition

12. Will the project property be owned or leased by the project operator? Owned Leased

If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?

Yes No

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? New construction Existing facility

If existing facility, when was it constructed? _____

If new construction, complete the following:

a. Estimated date of commencement of construction of the project covered by this application June 10th, 2012

b. Description of project to be constructed including size, type and quality of construction

30 Unit Apartment Building, New Construction, Three Levels with under parking garage, Above average Quality, a total of 51,150 square feet, the units will be between 1,500 sq ft & 630 sq ft.

c. Projected number of construction employees during the project construction 10+

14. Approximate date of commencement of operations for this project June 10th, 2012

15. Estimated market value of the property used for this project:

a. Land \$ 41,340.00

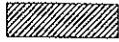
b. Existing buildings and structures for which an exemption is claimed \$ 0

c. Newly constructed buildings and structures when completed \$ 3,840,000.00

d. Total \$ 3,881,340.00

e. Machinery and equipment \$ 0

16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:

a. Land (not eligible) 

b. Eligible existing buildings and structures \$ _____

c. Newly constructed buildings and structures when completed \$ 192,000.00

d. Total taxable valuation of property eligible for exemption (Add lines b and c) \$ 192,000.00

e. Enter the consolidated mill rate for the appropriate taxing district 0.403

f. Annual amount of the tax exemption (Line d multiplied by line e) \$ 77,376.00

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: 5-Year Ad Valorem Tax Exemption for MTP Holdings, LLC

Page 5 of 7

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).

The rental of 30 Apartment units.

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

N/A

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	460,000.00	460,000.00	460,000.00	460,000.00	460,000.00
Annual expense	139,200	139,200	139,200	139,200	139,200
Net income	320,800	320,800	320,800	320,800	320,800

note
we
anticipate
to not
increase
rents
for 5-6
years
due to the
size &
quantity
of the units

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)	1	1	1	1	1
(2)					
Estimated payroll (1)	18,000	19,000	22,000	23,000	26,000
(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).

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: 5-Year Ad Valorem Tax Exemption for MTP Holdings, LLC

Page 6 of 7

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

Lakewood Subdivision Apartment buildings, and other areas of the community

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, MARIA TORRES, 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.

Maria Torres
Signature

President
Title

05/02/12
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 5, 2012

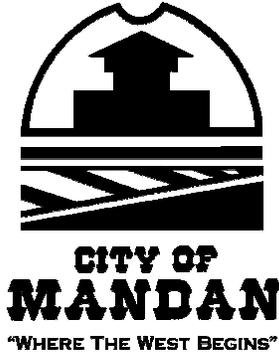
Subject: 5-Year Ad Valorem Tax Exemption for MTP Holdings, LLC

Page 7 of 7

From: DeNae Kautzmann
Sent: Wednesday, May 30, 2012 10:43 AM
To: Ellen Huber; Jim Neubauer
Subject: apt house tax exemption

As an apartment house owner, Kautzmann Management and Investment objects to the Mandan Growth Fund Committee recommending a tax exemption for MTP Holdings, LLC, (30-unit apartment building) 2003 Mariner Road. Please convey our objection to the Committee. There is no need for this incentive due to the housing demand in the Bismarck-Mandan community.

~DeNae Kautzmann, Managing Partner



Bid No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider the award of bids for Sidewalk Improvement Project for 2012.

STATEMENT/PURPOSE: To award a contract for bids received for the 2012 sidewalk construction throughout the City.

BACKGROUND/ALTERNATIVES: Bids were received on the subject project at 3:00pm, Wednesday, May 23rd, 2012. We had 3 bidders on the project and the low bid was \$324,283.00 which is above the \$285,130.00 we had as an Engineers Estimate. The other two estimates were for \$551,705.00 & \$679,770.00 respectively. We would like to qualify the bid in saying that we have not had to adjust our engineer's estimate in 3 years and all prior opening for this job have been below that estimate with very few changes to the cost of construction. The costs of construction did go up but only for the cost of the product itself, many line items have stayed the same. With prices being flat for 3 years or more, this 13% adjustment in one year is not alarming by any means and is somewhat justified and warranted.

ATTACHMENTS: 1. Bid Tabulation

FISCAL IMPACT: This contract is open to the public for use and costs special assessed to the benefitting properties

STAFF IMPACT: Minimal

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

RECOMMENDATION: I would move to accept the bids and award the contract to the lowest bidder which is KO Construction.

SUGGESTED MOTION: I move to award the contract for Sidewalk Improvement Project for 2012 to KO Construction (the lowest bidder) for the amount of \$324,283.00.

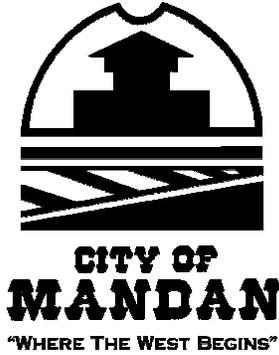
BID TAB
May 23, 2012
PROJECT #2012-03

MUNICIPAL SIDEWALK IMPROVEMENT
PROJECT NO. 2012-03

DESCRIPTION	APPROX QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE	KO CONSTRUCTION		EHC, LLC		KNIFE RIVER		BID AVERAGE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
4" CONCRETE SIDEWALK	32,000 SF	\$2.75	\$88,000.00	\$3.15	\$100,800.00	\$5.60	\$179,200.00	\$5.50	\$176,000.00	\$4.75	\$152,000.00
6" CONCRETE SIDEWALK	15,000 SF	\$3.25	\$48,750.00	\$3.95	\$59,250.00	\$6.70	\$100,500.00	\$6.30	\$94,500.00	\$5.65	\$84,750.00
6" CONCRETE DRIVEWAY	25,000 SF	\$3.25	\$81,250.00	\$3.95	\$98,750.00	\$7.00	\$175,000.00	\$6.50	\$162,500.00	\$5.82	\$145,416.67
6" CURB AND GUTTER	3,000 LF	\$8.45	\$25,350.00	\$10.95	\$32,850.00	\$35.00	\$105,000.00	\$23.00	\$69,000.00	\$22.98	\$68,950.00
4" HANDICAP CURB RAMPS	800 SF	\$6.00	\$4,800.00	\$7.25	\$5,800.00	\$45.00	\$36,000.00	\$13.65	\$10,920.00	\$21.97	\$17,573.33
4" CONCRETE STEPS	100 SF	\$5.00	\$500.00	\$3.00	\$300.00	\$115.00	\$11,500.00	\$10.00	\$1,000.00	\$42.67	\$4,266.67
3/4" FELT EXPANSION MATERIAL	8,000 LF	\$1.00	\$8,000.00	\$0.60	\$4,800.00	\$1.60	\$12,800.00	\$0.50	\$4,000.00	\$0.90	\$7,200.00
UNCLASSIFIED EXCAVATION	2,200 CY	\$3.75	\$8,250.00	\$3.25	\$7,150.00	\$12.50	\$27,500.00	\$6.00	\$13,200.00	\$7.25	\$15,950.00
CONCRETE REMOVAL	7,000 SF	\$1.50	\$10,500.00	\$1.25	\$8,750.00	\$2.00	\$14,000.00	\$2.00	\$14,000.00	\$1.75	\$12,250.00
SAW CUTTING	400 LF	\$10.00	\$4,000.00	\$5.00	\$2,000.00	\$2.50	\$1,000.00	\$1.50	\$600.00	\$3.00	\$1,200.00
ADJUST WATER CURB STOP	36 EA	\$45.00	\$1,620.00	\$23.00	\$828.00	\$60.00	\$2,160.00	\$10.00	\$360.00	\$31.00	\$1,116.00
ADJUST WATER VALVE BOX	15 EA	\$45.00	\$675.00	\$23.00	\$345.00	\$90.00	\$1,350.00	\$10.00	\$150.00	\$41.00	\$615.00
BLACK DIRT AND SEED	200 SY	\$5.00	\$1,000.00	\$2.00	\$400.00	\$10.00	\$2,000.00	\$4.00	\$800.00	\$5.33	\$1,066.67
SOD	100 SY	\$3.00	\$300.00	\$2.00	\$200.00	\$12.00	\$1,200.00	\$7.00	\$700.00	\$7.00	\$700.00
TREE ROOT REMOVAL (2" TO 6")	3 EA	\$40.00	\$120.00	\$25.00	\$75.00	\$250.00	\$750.00	\$25.00	\$75.00	\$100.00	\$300.00
TREE ROOT REMOVAL (OVER 6" TO 12")	3 EA	\$65.00	\$195.00	\$25.00	\$75.00	\$300.00	\$900.00	\$50.00	\$150.00	\$125.00	\$375.00
TREE ROOT REMOVAL (OVER 12")	2 EA	\$110.00	\$220.00	\$25.00	\$50.00	\$380.00	\$760.00	\$100.00	\$200.00	\$168.33	\$336.67
COLD WEATHER PROTECTION - CURB & GUTTER	600 LF	\$0.50	\$300.00	\$0.50	\$300.00	\$2.75	\$1,650.00	\$0.50	\$300.00	\$1.25	\$750.00
COLD WEATHER PROTECTION - CONCRETE PAVEMENT	6500 SF	\$0.20	\$1,300.00	\$0.24	\$1,560.00	\$1.00	\$6,500.00	\$0.50	\$3,250.00	\$0.58	\$3,770.00
TOTAL BID			\$285,130.00		\$324,283.00		\$679,770.00		#####		\$518,586.00

I HEREBY CERTIFY KO INVESTMENTS, LLC TO BE THE APPARENT LOW BIDDER.

DAVE BECHTEL
 PROJECT MANAGER



Bids No. 2

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider award of bids for Street Improvement District #167 (Keidel's South Heart Terrace Phase II).

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 18th for the above mentioned project and 2 bids were received. Northern Improvement was low bidder with an amount of \$444,865.20. Engineer's estimate was \$390,556.70. The project is over the engineer's estimate but within the 25% allowed by law. Therefore we are recommending award to the low bidder.

ATTACHMENTS: Bid Tabulation

FISCAL IMPACT: Being bids were over the Engineers Estimate by about 14%. We had given estimates for the approximate cost per lot based on the estimated costs. With known bid costs and the allotted 25% for engineering and administration:

- Corner lot \$8,177.67 from \$7,179.35
- Frontage lot \$16,355.34 from \$14,358.70

STAFF IMPACT: Minimal

LEGAL REVIEW:

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.

**BID TAB
FOR
KEIDELS SOUTH HEART TERRACE 1ST ADDITION
PHASE II
TECO #2166-B
May 18, 2012**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quan.</u>	<u>Unit Price</u>	<u>Northern Imp. Co.</u>	<u>Unit Price</u>	<u>Mariner Construction</u>	
1	Unclassified excavation & embankment	CY	10,950	\$ 5.80	\$ 63,510.00	\$ 4.32	\$ 47,304.00	
2	Water for compaction	M.Gal.	240	\$ 14.90	\$ 3,576.00	\$ 35.00	\$ 8,400.00	
3	Subgrade preparation(6")	SY	8,200	\$ 1.70	\$ 13,940.00	\$ 2.10	\$ 17,220.00	
4	AC Surface course(2")	Ton	800	\$ 91.30	\$ 73,040.00	\$ 82.70	\$ 66,160.00	
5	AC Base course(2½")	Ton	1,000	\$ 91.30	\$ 91,300.00	\$ 82.70	\$ 82,700.00	
6	Bituminous tack coat	Gal.	360	\$ 2.30	\$ 828.00	\$ 2.40	\$ 864.00	
7	Bituminous seal coat	SY	7,220	\$ 2.00	\$ 14,440.00	\$ 2.60	\$ 18,772.00	
8	18" Storm Sewer Pipe(RCP)	LF	41	\$ 58.30	\$ 2,390.30	\$ 62.10	\$ 2,546.10	
9	24" Storm Sewer Pipe(RCP)	LF	133	\$ 72.40	\$ 9,629.20	\$ 77.05	\$ 10,247.65	
10	60" Concrete Manhole(Storm)	Each	1	\$ 3,240.00	\$ 3,240.00	\$ 3,450.00	\$ 3,450.00	
11	Type 36" Inlet	Each	2	\$ 3,780.00	\$ 7,560.00	\$ 4,025.00	\$ 8,050.00	
12	Bedding Material	Ton	70	\$ 16.20	\$ 1,134.00	\$ 17.25	\$ 1,207.50	
13	Apply soil sterilizer	Lot	1	\$ 4,035.00	\$ 4,035.00	\$ 6,500.00	\$ 6,500.00	
14	Install mountable curb and gutter	LF	3,425	\$ 17.70	\$ 60,622.50	\$ 17.60	\$ 60,280.00	
15	Street Lights 250W (galvanized Pole Type "C")	Each	8	\$ 3,348.00	\$ 26,784.00	\$ 3,335.00	\$ 26,680.00	
16	Copper conductor circuitry (3 - #4 & 1- #6)	LF	1,800	\$ 7.00	\$ 12,600.00	\$ 5.92	\$ 10,656.00	
17	Trenching for conduit & circuitry	LF	1,800	\$ 4.90	\$ 8,820.00	\$ 3.97	\$ 7,146.00	
18	Adjust gate valve box	Each	11	\$ 384.00	\$ 4,224.00	\$ 500.00	\$ 5,500.00	
19	Adjust Manhole Casting	Each	5	\$ 384.00	\$ 1,920.00	\$ 500.00	\$ 2,500.00	
20	Adjust 36" Type Inlet	Each	2	\$ 97.20	\$ 194.40	\$ 200.00	\$ 400.00	
21	Remove/Salvage Type III Barricade	Each	3	\$ 116.60	\$ 349.80	\$ 400.00	\$ 1,200.00	
22	Street Name Post with 4 Signs	Each	2	\$ 324.00	\$ 648.00	\$ 2,000.00	\$ 4,000.00	
23	Silt Fence	LF	250	\$ 7.00	\$ 1,750.00	\$ 15.00	\$ 3,750.00	
24	Respread 4" topsoil from onsite stockpile with seeding & hydromulch	Acre	1.0	\$ 12,568.00	\$ 12,568.00	\$ 20,000.00	\$ 20,000.00	
25	Stabilized Gravel Base (Class 5)	Ton	50	\$ 29.30	\$ 1,465.00	\$ 30.00	\$ 1,500.00	
26	Remove & stockpile 6" topsoil	Acre	3.0	\$ 2393	\$ 7,179.00	\$ 3,705.00	\$ 11,115.00	
27	Respread 4" topsoil from onsite stockpile with seeding (no mulch)	Acre	3.0	\$ 5,706.00	\$ 17,118.00	\$ 12,000.00	\$ 36,000.00	
TOTAL BID AMOUNT							\$	\$ 464,148.25



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

Consent No. 1i-1ii

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

Cystic Fibrosis Association of North Dakota is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Colonial Lounge the address of which is:

4631 Memorial Hwy Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/12 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (required):
Entire bar area, excluding restrooms

Number of twenty-one tables (required) (if zero, enter "0") : 1

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

1. Days of week of gaming operations _____

2. Hours of gaming _____

3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Site Owner (Lessor) Colonial Lounge Inc.		Site Name Colonial Lounge		Site Phone Number (701) 663-0355
Site Address 4631 Memorial Hwy		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Cystic Fibrosis Association Of North Dakota		Rental Period 7/1/2012 to 6/30/2013		County Morton
				Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, Is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
		<input type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>				\$ 300.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 200.00
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
TERMS OF RENTAL AGREEMENT:				Total Monthly Rent \$ 500.00

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

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

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

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

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

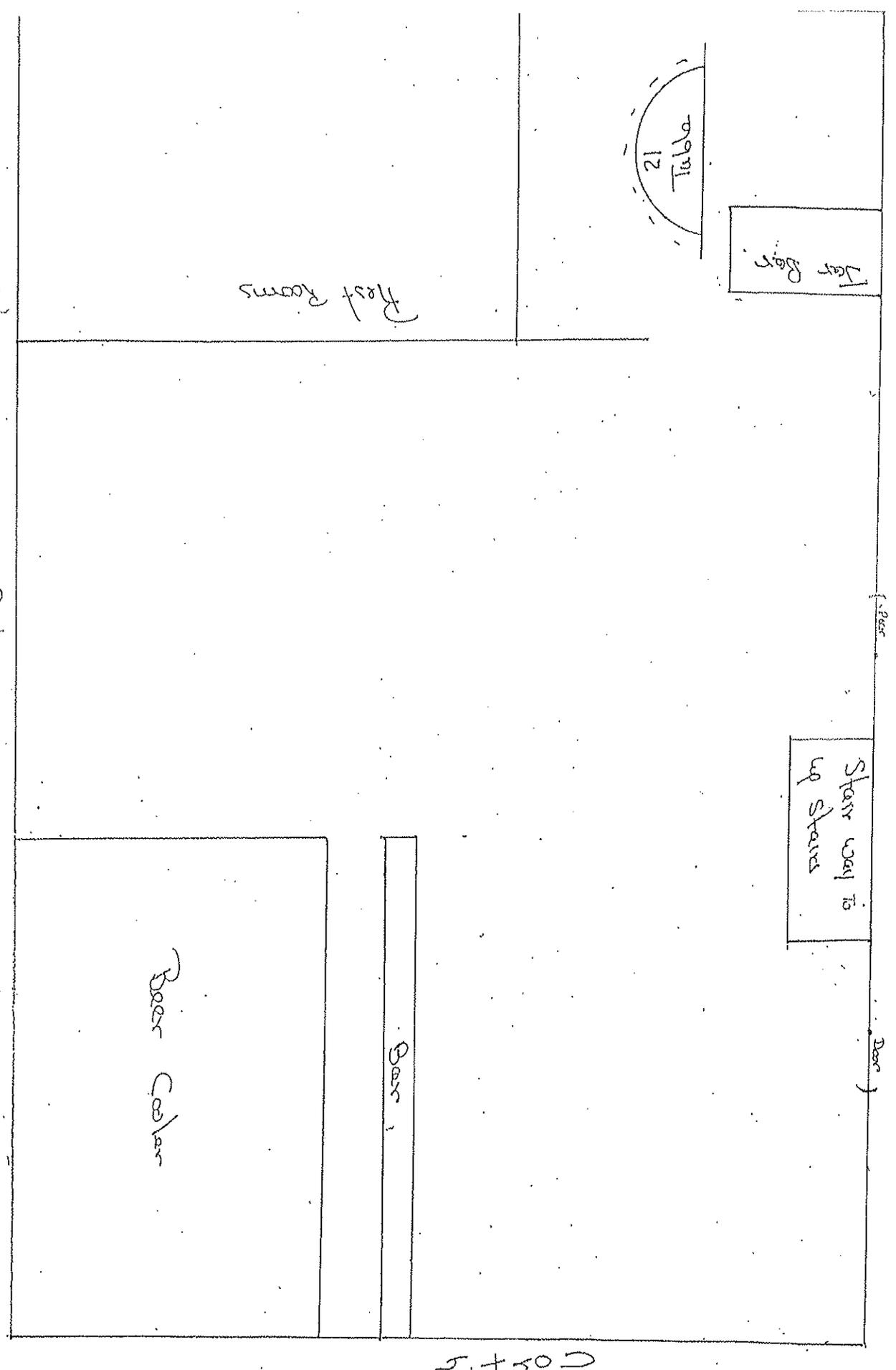
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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

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

Signature of Lessor <i>Dorinda Mae Bauer</i>	Title Owner	Date April 13-2012
Signature of Lessee (Not Executive Official) <i>[Signature]</i>	Title President	Date 4-13-12

West Colonial Bar expansion





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

G - _____ (____)____
 Site License Number
 (Attorney General Use Only)

Cystic Fibrosis Association of North Dakota is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Stage Stop the address of which is:
601 6th Avenue SE Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/12 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (required):
Entire bar area, excluding restrooms

Number of twenty-one tables (required) (if zero, enter "0") : 1

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

1. Days of week of gaming operations _____

2. Hours of gaming _____

3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Site Owner (Lessor) Stage Stop Liquors, Inc.		Site Name Stage Stop		Site Phone Number (701) 663-7768
Site Address 601 6th Avenue Se		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Cystic Fibrosis Association Of North Dakota		Rental Period 7/1/2012 to 6/30/2013		County Morton
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, Is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>				\$ 300.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 175.00
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
				Total Monthly Rent \$ 475.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

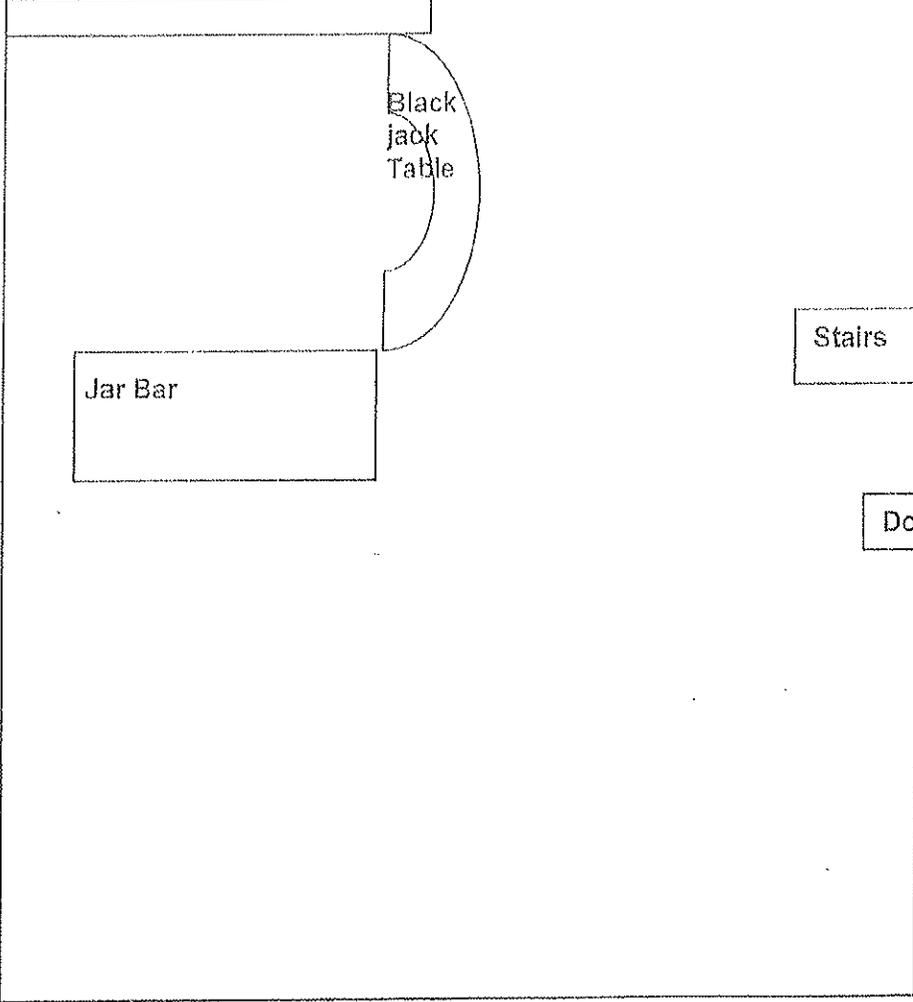
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

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

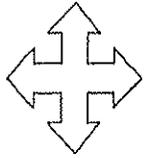
Signature of Lessor <i>[Signature]</i>	Title <i>[Signature]</i>	Date 4-13-12
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 4-13-12



Door



CFA's Gaming Area at Stage Stop
The Bar Area
Excluding: Restrooms, Liquor Store, and the Upstairs
CFA Management





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

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

Fort Abraham Lincoln foundation is hereby authorized to conduct games of
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
location: West side Bar and Grill/Mulligans the address of which is:

501 Burlington Street Mandan 58554 Morton
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/12 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (required):
Whole bar area excluding the bathroom

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)
1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited _____

Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Site Owner (Lessor) J & C Investments		Site Name Westside/ Mulligans		Site Phone Number (701) 663-3020
Site Address 501 Burlington	City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Fort Abraham Lincoln Foundation		Rental Period 7/1/2012 to 6/30/2013		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>				\$ 600.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 350.00
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
TERMS OF RENTAL AGREEMENT:				Total Monthly Rent \$ 950.00

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

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

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

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

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

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

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

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

Signature of Lessor <i>[Signature]</i>	Title General Manager	Date 5-17-12
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 5-14-12

(over)



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

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

Fort Abraham Lincoln foundation is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location: Seven Sea the address of which is:

2611 Old Red Trail Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/12 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (required):
Whole bar area excluding the bathroom

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____ _____

 Attorney General Date Signature of City/County Auditor Date

 PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Site Owner (Lessor) Best Western Seven Seas		Site Name Seven Seas		Site Phone Number (701) 663-7401
Site Address 2611 Old Red Trail		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2012 to 6/30/2013		Monthly Rent Amount
Organization (Lessee) Fort Abraham Lincoln Foundation				
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>75.00</u>				\$ 150.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 100.00
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
TERMS OF RENTAL AGREEMENT:				Total Monthly Rent \$ 250.00

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

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

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

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

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

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

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

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

Signature of Lessor 	Title GM	Date 4/25/12
Signature of Lessee (Top Executive Official) 	Title President	Date 4-23-12



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

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

Fort Abraham Lincoln foundation is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Midway Lanes the address of which is:

<u>3327 Memorial Hwy.</u>	<u>Mandan</u>	<u>58554</u>	<u>Morton</u>
(Street)	(City)	(Zip Code)	(County)

Date(s) Authorized: Beginning 7/1/12 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (required):
Whole bar area excluding the bathroom

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____
--

_____ Attorney General	_____ Date	_____ Signature of City/County Auditor	_____ Date
_____ PRINT Name / Official Position of person signing above			

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Site Owner (Lessor) Midway Lanes, Inc.		Site Name King Pin		Site Phone Number (701) 663-0277	
Site Address 3327 Memorial Highway		City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Fort Abraham Lincoln Foundation		Rental Period 7/1/2012 to 6/30/2013		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$	
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$	
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 175.00	
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
				Total Monthly Rent \$ 775.00	

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

Signature of Lessor <i>James B. Nelson</i>	Title President	Date 5-25-12
Signature of Lessee (Top Executive Official) <i>Ty A. [Signature]</i>	Title President	Date 4-23-12



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

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

Fort Abraham Lincoln foundation is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Lonesome Dove the address of which is:

3929 Memorial Hwy. Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/12 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (required):
Whole bar area excluding the bathroom

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List each specific game type prohibited _____ _____ _____
--

_____ Attorney General	_____ Date	_____ Signature of City/County Auditor	_____ Date
_____ PRINT Name / Official Position of person signing above			

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Site Owner (Lessor) Lonesome Dove Inc.		Site Name Lonesome Dove		Site Phone Number (701) 663-2793
Site Address 3929 Memorial Highway		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2012 to 6/30/2013		Monthly Rent Amount
Organization (Lessee) Fort Abraham Lincoln Foundation				
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>				\$ 600.00
5. Is Paddlewheels conducted at this site? Number of Tables <u>1</u> X Rent per Table \$ <u>200.00</u>		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 200.00
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0.00
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 175.00
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
TERMS OF RENTAL AGREEMENT:				Total Monthly Rent \$ 975.00

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

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

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

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

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

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

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

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

Signature of Lessor <i>Megan Kew</i>	Title <i>Pres.</i>	Date 4-24-12
Signature of Lessee (Top Executive Official) <i>Ty Pitt</i>	Title <i>President</i>	Date 3-26-12



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

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

Fort Abraham Lincoln foundation is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location: Broken Oar the address of which is:

4724 Pintail Loop Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/12 Ending 6/30/13

Specific location where games of chance will be conducted and played at the site (required):
Whole bar area excluding the bathroom

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____
--

_____ Attorney General	_____ Date	_____ Signature of City/County Auditor	_____ Date
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PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Site Owner (Lessor) B And B, Inc.		Site Name Broken Oar		Site Phone Number (701) 667-2159
Site Address 4724 Pintail Loop		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Fort Abraham Lincoln Foundation		Rental Period 7/1/2012 to 6/30/2013		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 300.00
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>				\$
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 7 & 8.		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 200.00
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
TERMS OF RENTAL AGREEMENT:				Total Monthly Rent \$ 500.00

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Manager / owner	Date 3/30/12
Signature of Lessee (Top Executive Official) 	Title President	Date 3-19-12



LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 17926 (9-2009)

Type: Local Permit * Charity Local Permit

Permit Number
2012-31

Name of Organization North Dakota Bankers Association (ndba)		Date(s) Authorized (Read instruction 2)	
Contact Person Rick Clayburgh	Business Phone Number (701) 223-5303	6/5/2012 Beginning	to 6/11/2012 Ending
Mailing Address 122 East Main Avenue Suite 201	City Bismarck	State ND	Zip Code 58501-3889
Site Name Captain Freddy's	Site Address 2500 Pirates Loop, Se		
City Mandan	State ND	Zip Code 58554-0000	County Morton
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*			
Restriction:			
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.			
Date 5/30/2012	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor <i>Jay Gruebele</i>	Printed Name of City or County Auditor Jay Gruebele	Auditor Telephone Number (701) 667-3250

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

cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

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



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

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization North Dakota Bankers Association (ndba)		Date(s) of Activity 6/11/2012 to 6/11/2012	
Person Responsible for the Gaming Operation and the Disbursement of Net Income Rick Clayburgh		Title President/ceo	Business Phone Number (701) 223-5303
Business Address 122 E Main Ave., Ste 201	City Bismarck	State ND	Zip Code 58501-3889
Mailing Address (if different) P.o. Box 1438	City Bismarck	State ND	Zip Code 58502-1438
Name of Site Where Game(s) will be Conducted Captain Freddy's		Site Address 2500 Pirates Loop, Se	
City Mandan	State ND	Zip Code 58554-0000	County Morton
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Callaway Driver	\$400.00	Raffle	Earrings	\$300.00
Raffle	Belvenie Scotch	\$300.00	Raffle	Champagne/Godiv	\$320.00
Raffle	MichaelKors Tote	\$350.00	Raffle	Visa Gift Card	\$500.00
Raffle	IPad 3, 64GB	\$725.00	Raffle	BOSE Headphones	\$300.00
Raffle	Garmin G6 GPS	\$300.00	Raffle	Leather Jacket	\$300.00
Raffle	4 Twins Ticket	\$320.00	Raffle	ByteSpeed Lapto	\$900.00
Raffle	Sutton Bay Resor	\$3,200.00			
Total:					(Limit \$12,000 per year) \$ 8,215.00

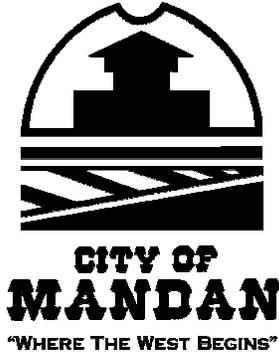
Intended uses of gaming proceeds: Support Association's legislative efforts regarding banking interests.

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

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

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

Signature of Organization's Top Executive Official 	Date 5/30/2012	Title President & Ceo	Business Phone Number (701) 223-5303
--	-------------------	--------------------------	---



Consent No. 4

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5th, 2012
PREPARATION DATE: May 30th, 2012
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider for approval the final plat of Living Water Addition

STATEMENT/PURPOSE: To accept the subject final plat.

BACKGROUND/ALTERNATIVES: Request from Living Water Lutheran Church. The Planning & Zoning Commission approved the preliminary plat on March 26th and the final plat on May 29th.

ATTACHMENTS: 1. Office Report
2. Final Plat
3. Vicinity Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: This office supports the approval of the subject plat.

SUGGESTED MOTION: I move to approve the final plat of Lakewood 7th Addition.

MANDAN PLANNING OFFICE REPORT
May 30, 2012

Applicant: Living Water Lutheran Church

Owner: same

Developer:

Land Surveyor:

Requested Action: Final plat approval.

Name of Subdivision: Living Water Addition

Legal Description: Lot 2 of Lot B1 of Lot B of the E ½ of the SW ¼ of Section 35,
Township 139N, Range 81W.

Location: 19th Street SE (to the west of Highway 1806)

Parcel Acreage: 3.352

Number of Blocks: 1 Number of Lots: 1

Existing Land Use: vacant

Proposed Land Use: church

Adjacent Land Use: Agricultural

Existing Zoning: A (Agricultural)

Proposed Zoning: R7 (Single Family Residential)

Adjacent Zoning: A (Agricultural) and R7 (Single Family Residential) to the west

Fee Required: \$250.00 Date Received: March 6, 2012

Adjacent Property Owner Notification: May 22, 2012

Dates of Legal Notices: May 18th & 25th, 2012

Recommendation: Planning office recommends approval.

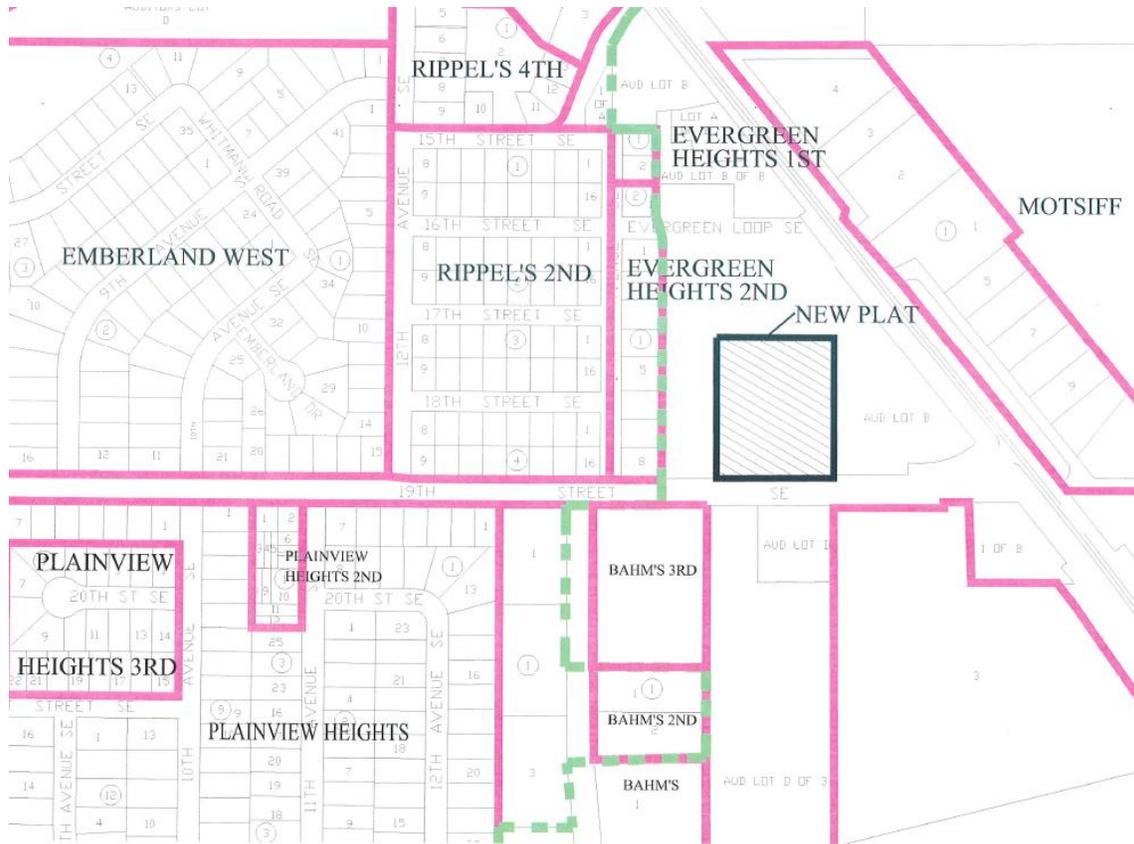
Board of City Commissioners

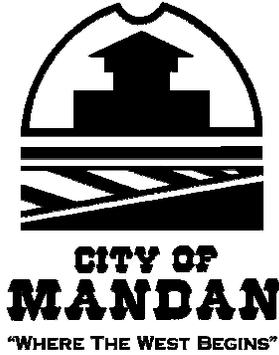
Agenda Documentation

Meeting Date: June 5th, 2012

Subject: Consider for approval the final plat of Living Water Addition

Page 4 of 4





Consent No. 5

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5th, 2012
PREPARATION DATE: May 30th, 2012
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider for approval the final plat of Meadow Ridge 2nd Addition

STATEMENT/PURPOSE: To accept the subject final plat.

BACKGROUND/ALTERNATIVES: Request from Michael Wachter. The Planning & Zoning Commission approved the final plat on May 29th.

ATTACHMENTS: 1. Office Report
2. Final Plat
3. Vicinity Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: This office supports the approval of the subject plat.

SUGGESTED MOTION: I move to approve the final plat of Meadow Ridge 2nd Addition.

MANDAN PLANNING OFFICE REPORT
May 30, 2012

Applicant: Michael Wachter

Owner: same

Requested Action: Final plat approval.

Name of Subdivision: Meadow Ridge 2nd Addition

Legal Description: Part of the NW ¼ of Section 22, Township 139N, Range 81W.

Location: southeast corner of 8th Avenue NW and 27th Street NW

Parcel Acreage: 5.20

Number of Blocks: 1

Number of Lots: 1

Preliminary Plat Approval: Short Form

Existing Land Use: Vacant

Proposed Land Use: undetermined

Adjacent Land Use: vacant, single-family and multi-family residential

Existing Zoning: R3.2 (Two-Family Residential) and MC (Light Non-Nuisance Industrial/Heavy Commercial)

Proposed Zoning: same

Adjacent Zoning: MC (Light Non-Nuisance Industrial/Heavy Commercial), RM (Multi-Family Residential), R3.2 (Two-Family Residential), R7 (Single-Family Residential)

Fee Required: \$250.00

Date Received: 5-8-2012

Adjacent Property Owner Notification: May 21, 2012

Dates of Legal Notices: May 18th & 25th, 2012

Recommendation: Planning office recommends approval.

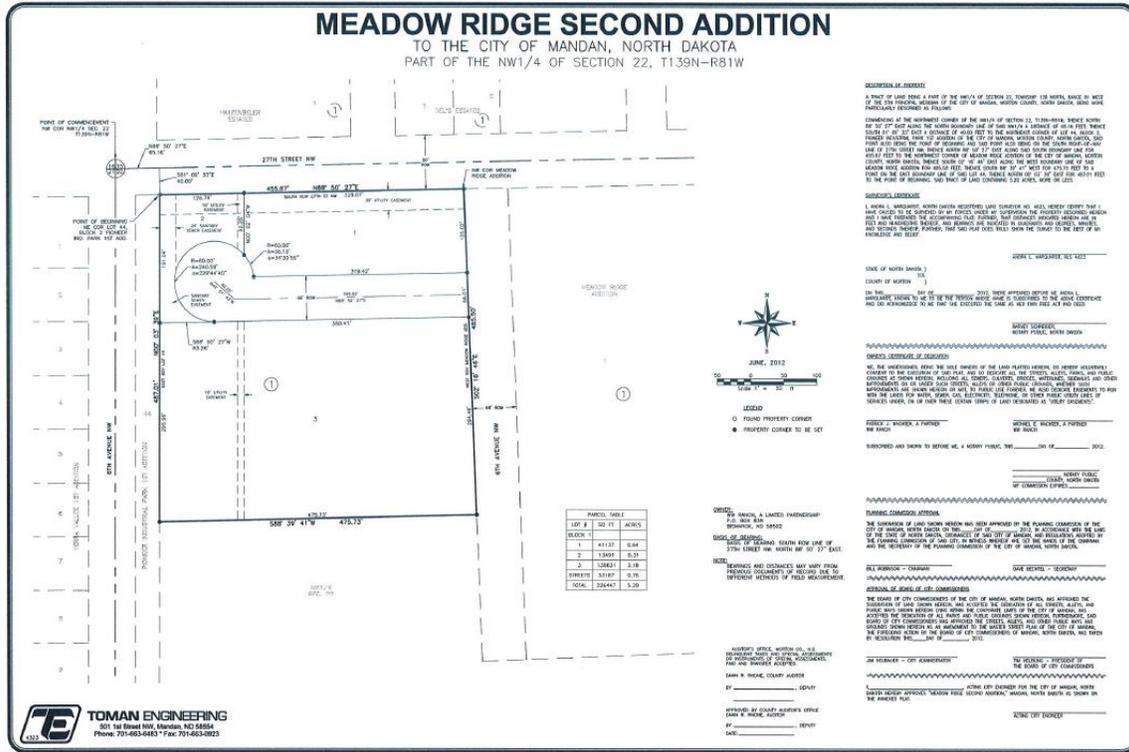
Board of City Commissioners

Agenda Documentation

Meeting Date: June 5th, 2012

Subject: Consider for approval the final plat of Meadow Ridge 2nd Addition

Page 3 of 4



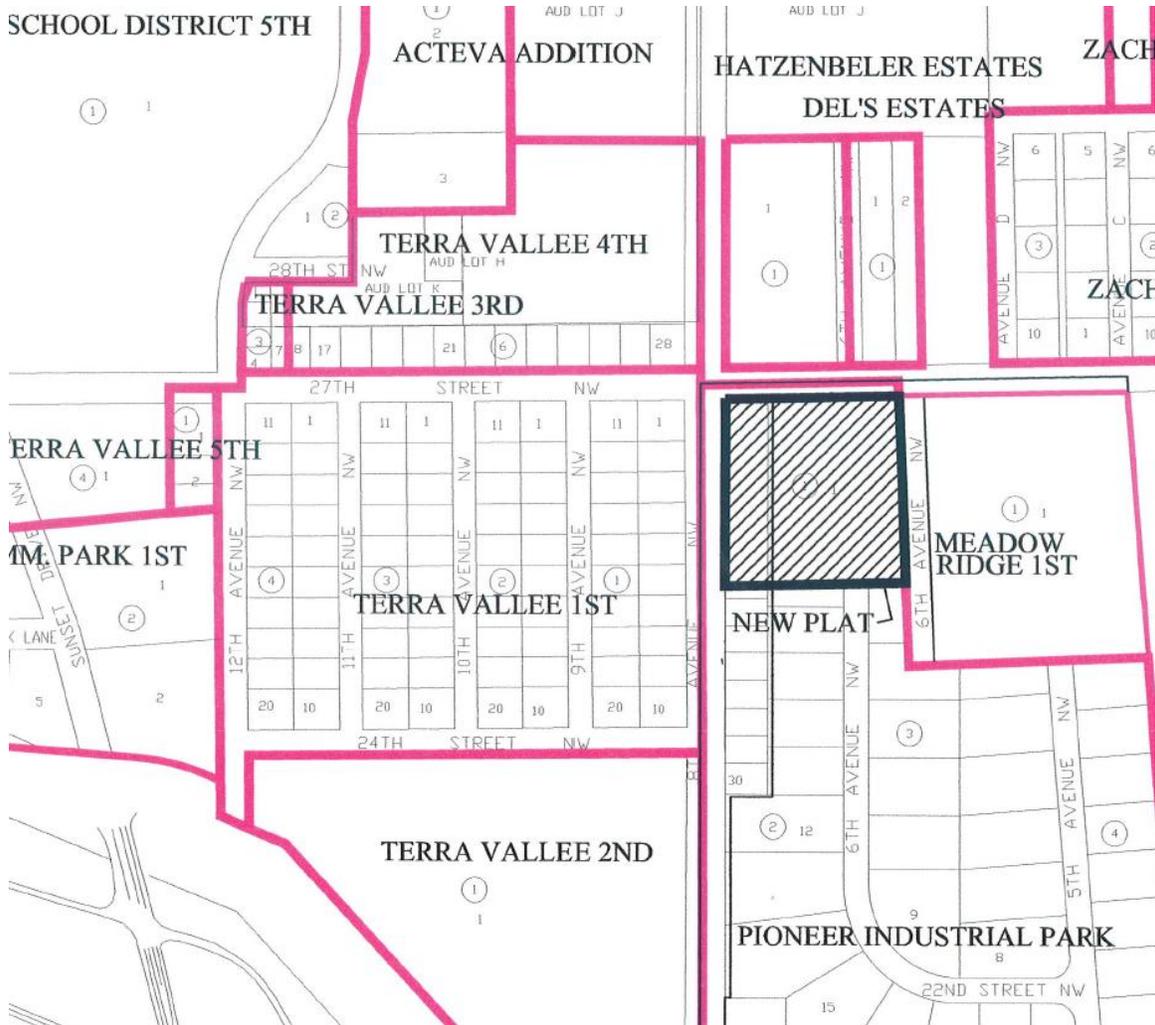
Board of City Commissioners

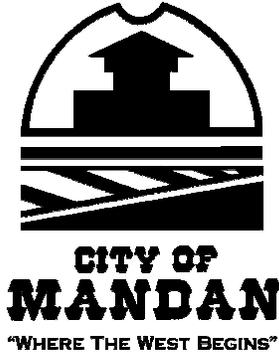
Agenda Documentation

Meeting Date: June 5th, 2012

Subject: Consider for approval the final plat of Meadow Ridge 2nd Addition

Page 4 of 4





Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider for approval the application for beer garden and street dance event.

STATEMENT/PURPOSE: To consider approval of the requested beer garden and street dance activities.

BACKGROUND/ALTERNATIVES: Representatives of the Police Dept., Fire Dept, Custer Health, and the Engineering Dept. reviewed the above listed beer garden and street dance application and found them to be in compliance with the ordinance governing their operations. In this round of applications, we have 1 applicant requesting 1 event.

Crying Hill Productions LLC – July 3 – 6PM to 1AM

These requests are similar to past years and have been reviewed by the appropriate City officials for compliance. The application appears to be in order and requirements appear to be met for the events.

ATTACHMENTS: 1 Application

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports the approval of the subject beer garden and street dance requests as attached.

SUGGESTED MOTION: I move to approve the beer garden and street dance application as recommended by the departments.

CITY OF MANDAN

1. Type of license being applied for:

Street Dance: _____
Beer Gardens: _____
Both: _____

(\$10.00 per day per event)

2. Applicant:

Name: Cresing Hill Productions LLC
Address: 808 Tower Place, Mandan, N. Dak.
Co Mike Wetstein - Agent 58554
Date of Birth: _____
Social Security or Drivers License: _____

3. Name of individual or individuals who will manage or conduct the event:

Name: <u>Mike Wetstein</u>	Name: <u>Penny Wetstein</u>
Address: <u>101 6th St NE</u>	Address: <u>808 Tower Place Mandan ND</u>
Date of Birth: _____	Date of Birth: <u>58554</u>
S.S. or D.L.: _____	S.S. or D.L.: _____

4. Have any of the individuals listed in answer to questions #2 & #3 ever had a license of any kind revoked or cancelled by any municipal, state or federal authority:
_____ Yes No. If yes, explain in detail on a separate sheet giving the date, place and type of business.

5. Have any of the individuals listed in answer to questions #2 & #3 ever been convicted of any crime relating to the sale of alcoholic beverages or controlled substances: _____ Yes No. If yes, explain in detail on a separate sheet giving the date, place and type of business.

6. If you should be applying for a public dance or concert permit has any of the individuals in answer to questions #2 & #3 been convicted within the past five years of any crime against persons, including assault, disorderly conduct, sexual assault, rape and murder. _____ Yes No. If yes, explain on a separate sheet.

7. List the place, date and hours of the proposed event (special note, all applications must be received 30 days in advance of the proposed event). Property Located in North East Mandan - (See attached map) Section 26 Mandan Land - N 1/2 NW 1/4 Less Auditor's Lot B & Section 23 Mandan Lands Auditor's Lots 10 of SW 1/4. July 3rd 2012 between 6 PM - 1:00 AM.

8. Site Plan: See attached sheets.

- A. Beer Gardens
- B. Street Dance

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

Subject: Consider for approval the application for beer garden and street dance events.

Page 3 of 4

9. Please provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated at the site and also estimate of the number of persons expected to attend:

Maximum Capacity 6000
Expected Attendance 3000 - 4000 depending on weather

10. Is there going to be advance ticket sales? Yes No

If yes, please list the maximum amount to be sold: 500

11. What plans are there to limit attendance if there are no advance ticket sales, Area will be secured by event personnel controlling sales of gate tickets with security guards assisting with crowd control.

12. Please list the number and provide on the site plan the placement of sanitary toilet facilities:

Number of toilet facilities 30

13. Has the City Health Officer reviewed your plan to determine if your proposed toilet facilities are adequate to meet the attendance?

Yes No This is the proposal given in prior years

14. Fencing & Barricades should be supplied on site plan.

15. List below a description of the signing which is proposed to control pedestrian and vehicular traffic, parking and notices to the persons in attendance. Free parking on the premises will be advertised. Access to parking will be controlled thru the main gate & parking will be on the premises. Crying Hill productions LLC will work with the Mandan Police Department to follow its recommendations to minimize parking problem in surrounding residential area.

16. Security: Do intend to use private security or city police officers?

Private City Police

17. List the number of security people you plan on using. Street dances provide for the use of police officers:

Private City Police

18. Street Dances & Concerts: Have you enclosed fees for the charges for city police officers? List the amount _____.

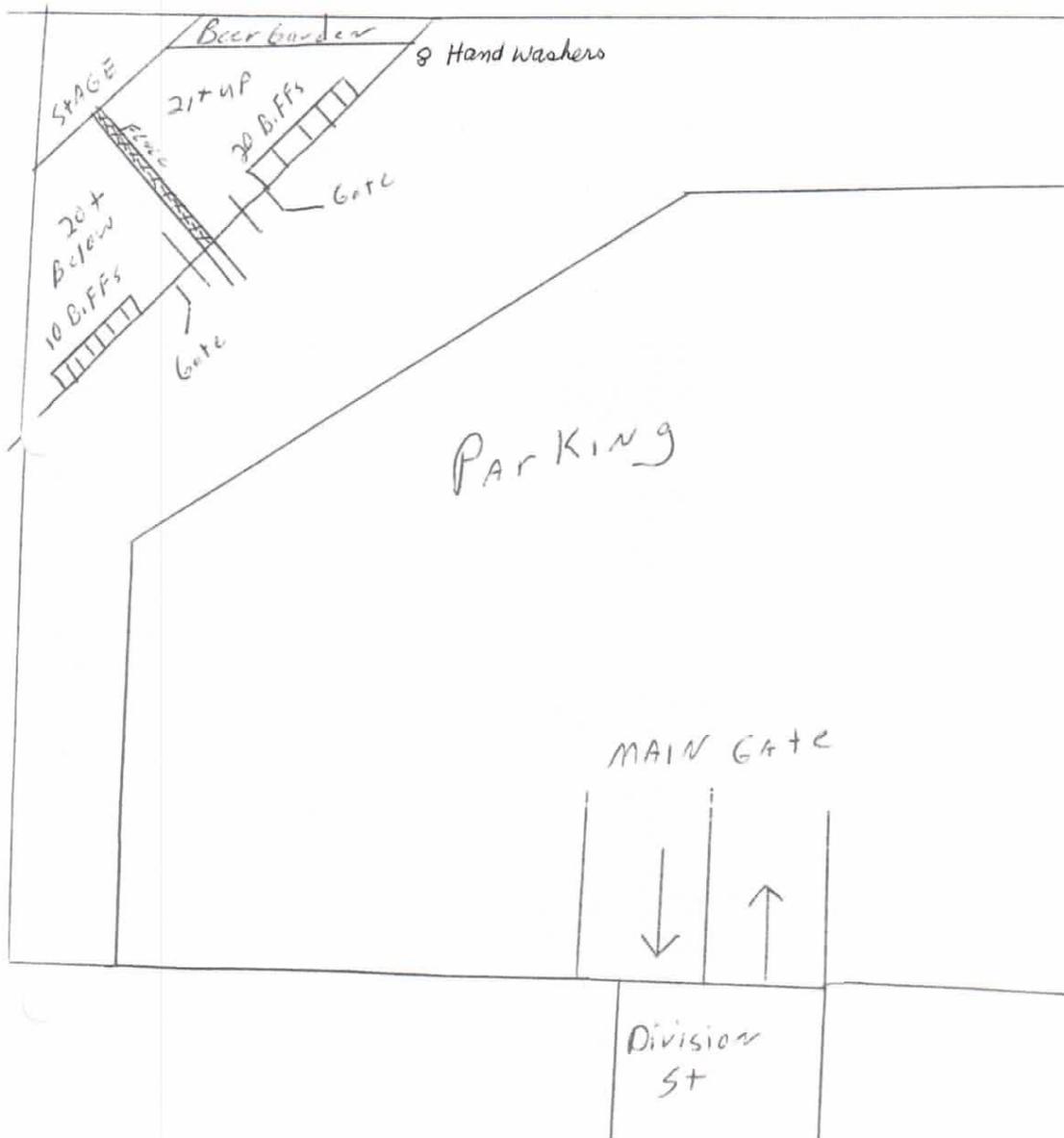
[Signature]
Signature of applicant

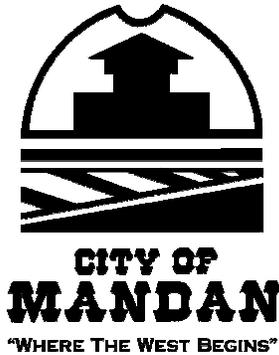
5-24-2012
Date

Telephone number

B. SITE PLAN FOR STREET DANCE APPLICATION:

Please provide a site plan which details the exact placement of the stage, lighting and other electrical equipment, audience seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer who shall submit his recommendations to the board of City Commissioners.





Board of City Commissioners

Agenda Documentation

MEETING DATE: May 31, 2012
PREPARATION DATE: June 05, 2012
SUBMITTING DEPARTMENT: Water Treatment Plant
DEPARTMENT DIRECTOR: Duane Friesz, WTP Superintendent
PRESENTER: Duane Friesz, WTP Superintendent
SUBJECT: Change Order Mandan WTP Optimization

STATEMENT/PURPOSE: Pursuant to our change order policies, the city commission must consider the request as it adds an extension of time exceeding fifteen working days.

BACKGROUND/ALTERNATIVES:

On February 19, 2010 final payments were made to the Electrical and Mechanical contractors. Final payment was withheld to General contractor due to actuators on the filter valves not working as specified in contract.

After diagnosis the issues with the actuators on the filter valves these actuators were removed and replaced with a different brand and style of actuator that met project specifications.

The final payment to the General contractor was made on December 31, 2011. The Mandan WTP Optimization Change Order #3 extends the final completion date to December 31, 2011 to match final payment as required by the State Revolving Loan Fund (SRF) Program. All project work has been completed and project closeout documents will follow the execution of this change order

ATTACHMENTS: #1 Summary of time extension.
#2 Mandan WTP Optimization Project change order form.

FISCAL IMPACT: The change order is for time extension only and therefore, no fiscal impact.

STAFF IMPACT: N/A

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

RECOMMENDATION: To approve the contract change order No. 3 for the Mandan WTP Optimization Project.

SUGGESTED MOTION: Move to approve the contract change order No. 3 for the Mandan WTP Optimization Project.



May 30, 2012

Mr. Duane Friesz, Superintendent
Mandan Water Treatment Plant
205 2nd Avenue NW
Mandan, ND 58554

**Re: Mandan WTP Optimization
General Contractor – Final Time Extension Change Order**

Dear Duane:

Enclosed herewith please find four (4) copies of Change Order No 3 for PKG Contracting, Inc. for final execution. This change order extends the final completion dates to December 31, 2011. There is no fee change associated with this change order. Delays were encountered during the diagnosis of issues with the actuators on the filter valves. As you are aware, these actuators were removed and replaced with a different brand and style of actuator. All other project work has been completed and project closeout documents will follow the execution of this change order.

If this Change Order is acceptable, please sign all four copies in the spaces indicated and return three (3) copies of the change order to this office for our records and distribution to the Contractor and NDDH.

We sincerely appreciate the opportunity to provide professional engineering services to the City of Mandan and look forward to the successful completion of this Project. Should you have any questions or concerns, please do not hesitate to contact us.

Respectfully Submitted,

AE2S

A handwritten signature in blue ink that reads "Jasper Klein". The signature is written in a cursive style.

Jasper Klein
Project Engineer

Encl.

L:\City of Mandan\PS10-2007-10\WTP Optimization\060 Construction\Change Orders\PKG\CO3_TimeExtension\Change Order3 Cover Letter to Owner.doc

CHANGE ORDER

No. 3

DATE OF ISSUANCE 5/29/2012 EFFECTIVE DATE 06/5/2012
 OWNER Mandan, North Dakota
 CONTRACTOR PKG Contracting, Inc.
 Contract: General Construction
 Project: Mandan WTP Optimization
 OWNER's Contract No. 2008-21 ENGINEER's Contract No. P00510-2007-10 060
 ENGINEER Advanced Engineering and Environmental Services, Inc.

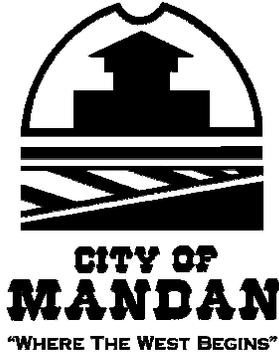
You are directed to make the following changes in the Contract Documents due to Field Conditions or Owner Request:

1. Time Extension for replacement of actuators.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>2,899,600.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>2</u> : \$ <u>19,029.00</u>
Contract Price prior to this Change Order: \$ <u>2,918,629.00</u>
Net increase (decrease) of this Change Order: \$ <u>0.00</u>
Contract Price with all approved Change Orders: \$ <u>2,918,629.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>July 30, 2009</u> Ready for final payment: <u>September 30, 2009</u> (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>78</u> Ready for final payment: <u>142</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>October 16, 2009</u> Ready for final payment: <u>February 19, 2010</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>680</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>October 16, 2009</u> Ready for final payment: <u>December 31, 2011</u> (days or dates)

RECOMMENDED: [Signature] APPROVED: _____ ACCEPTED: [Signature]
 By: [Signature] ENGINEER (Authorized Signature) By: _____ OWNER (Authorized Signature) By: [Signature] CONTRACTOR (Authorized Signature)
 Date: 5/30/2012 Date: _____ Date: 5/30/12



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider entering into an Engineering Services Agreement with Advanced Engineering.

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.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 2012

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

Page 2 of 15



May 30, 2012

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

Page 3 of 15

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.

Page 4 of 15

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 2nd Avenue NW, Mandan, ND 58554-3125 ("OWNER") and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 ("ENGINEER").

OWNER 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

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

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

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

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

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

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

Agenda Documentation

Meeting Date: June 5, 2012

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

Page 7 of 15

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 2nd 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

Agenda Documentation

Meeting Date: June 5, 2012

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

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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

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.

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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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.

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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

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.

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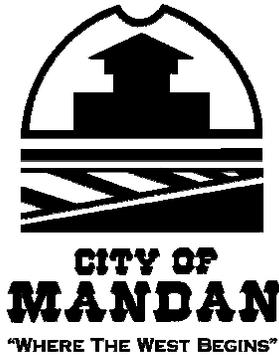
This is EXHIBIT SR-D, consisting of one page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated June 5, 2012.

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



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 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.

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 SRF 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 5, 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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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.

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 5, 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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May 30, 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 5, 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 effluent pumping station capacity expansion and associated outfall line rehabilitation. Proposed improvements include relining and sealing the outfall line and expanding the pumping capacity of the effluent pumping station.

As you are aware AE2S recently completed the Mandan Wastewater and Collection System Master Plan. The effluent pumping expansion and 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.

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street Suite 301 • Bismarck, ND 58501 • (t) 701-221-0530 • (f) 701-221-0531

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 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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Jim Neubauer

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

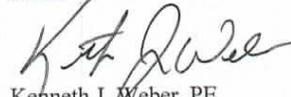
May 30, 2012

Page 2 of 2

Once again, thank you again 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 Betchel, City Engineering,
Steve Himmelspach, Waste Water Treatment Facilities

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 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 5, 2012 ("Effective Date") between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 ("OWNER") and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 ("ENGINEER").

OWNER intends to construct the following improvements: Mandan Wastewater Treatment Plant Effluent Lift Station and 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

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

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

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

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

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.

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.

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.

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

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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Meeting Date: June 5, 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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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.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 5, 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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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

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:

Tim Helbling (City of Mandan)

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 2nd Avenue NW

Mandan, ND 58554-3125

Designated Representative (paragraph 6.02.A):

Jim Neubauer

Title: City Administrator

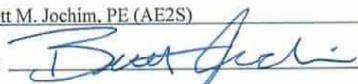
Phone Number: (701) 667-3210

Facsimile Number: (701) 667-3223

E-Mail Address: jneubauer@cityofmandan.com

ENGINEER:

Brett M. Jochim, PE (AE2S)

By: 

Title: Chief Operating Officer

Date Signed: 5/30/12

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

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This is EXHIBIT A, consisting of eight pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated June 5, 2012.

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase* – **Not Used.**

A1.02 *Preliminary Design Phase*

A. ENGINEER shall:

1. Arrange and conduct a maximum of two meetings and two field trips with the OWNER to further define the intended improvements as generally described in the Agreement.
2. Develop preliminary improvement concepts resulting from the above meetings with general plans and general specification elements.
3. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, develop an opinion of probable Construction Cost and Total Project Cost.
4. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: None identified on the Effective Date of this Agreement.
5. Furnish the Preliminary Design Phase documents to and review them with OWNER.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Design Phase*

A. Upon authorization from OWNER, ENGINEER shall:

1. Arrange and conduct a maximum of three meetings with OWNER to further refine the intended improvements as generally described in the Agreement.
2. Obtain required data and measurements for improvements included as part of this Agreement.
3. On the basis of the authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
4. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
5. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

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6. Perform or provide the following additional Final Design Phase tasks or deliverables: None identified on the Effective Date of this Agreement.

7. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate.

8. Prepare and submit three final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is three (3).

D. ENGINEER's services under the Design Phase will be considered complete on the date when the submittals required by paragraph A1.03 have been delivered to OWNER.

A1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Costs as determined in the Design Phase, and upon authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conferences, if any.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: Arrange and conduct a Pre-bid meeting and field trip with the prospective BIDDERS to define the intended improvements as generally described in the Bidding Documents.

5. Attend the Bid openings, prepare bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who

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shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Not Used.

4. *Pre-Construction Conference.* Participate in Pre-Construction Conferences prior to commencement of Work at the Sites.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, 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 Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

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9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and take appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.01.A.13 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

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15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver written notice of such to OWNER and Contractor if requested in writing to do so.

17. *Additional Tasks.*

a. Perform Integration and Control interface of new electrical control panels and equipment with the SCADA system.

b. Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

c. Conduct boundary survey and prepare subdivision information for the property adjacent to the river at the outfall location.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting Project Work.

2. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

3. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization

A. If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

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14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Construction Contract completion dates.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. **Not Used.**

19. Preparation of operation and maintenance manuals beyond what is provided by the Contractor.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Providing in company with OWNER or OWNER's representative, an inspection of the Project after the Correction Period to ascertain whether any portion of the Work is subject to warranty.

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This is **EXHIBIT B**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated June 5, 2012.

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

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J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. OWNER designated Construction Manager: **Not Used.**

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other Project related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory, as Owner deems necessary to perform additional inspections, tests, and approvals of Samples, materials, and equipment, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraph B.2.01.O. and P.

R. Perform or provide the following additional services: None identified on the Effective Date of this Agreement.

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

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services*

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

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

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

3. The total compensation for services under Paragraph C4.01 is \$226,700, based on the following assumed distribution of compensation.

a. Preliminary Design Phase	\$ 60,200.00
b. Design Phase	\$ 59,000.00
c. Bidding Phase	\$ 14,000.00
d. Construction Phase	\$ 66,200.00
e. Post Construction Phase	\$ 18,300.00
f. I&C Phase	\$ 9,000.00

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

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

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

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

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

C4.03 *For Required Additional Services*

Not Used.

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

2012 AE2S HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates	
Engineer I	\$92.00
Engineer II	\$104.00
Engineer III	\$128.00
Engineer IV	\$145.00
Engineer V	\$160.00
Engineer VI	\$178.00
Engineer VII	\$189.00
Engineer VIII	\$198.00
Program Coordinator	\$145.00
Project Manager	\$170.00
Technical Expert I	\$210.00
Technical Expert II	\$225.00
Technical Expert III	Negotiable
I&C Technician I	\$82.00
I&C Technician II	\$93.00
I&C Technician III	\$106.00
I&C Technician IV	\$116.00
I&C Technician V	\$128.00
I&C Technician VI	\$136.00
I&C Technician VII	\$145.00
Land Surveyor I	\$84.00
Land Surveyor II	\$98.00
Land Surveyor III	\$108.00
Land Surveyor IV	\$121.00
Land Surveyor V	\$133.00
Land Surveyor VI	\$154.00
Engineering Technician I	\$54.00
Engineering Technician II	\$70.00
Engineering Technician III	\$82.00
Engineering Technician IV	\$97.00
Engineering Technician V	\$109.00
Engineering Technician VI	\$123.00
Engineering Technician VII	\$138.00
GIS Specialist I	\$72.00
GIS Specialist II	\$87.00
GIS Specialist III	\$102.00
GIS Specialist IV	\$117.00
GIS Specialist V	\$133.00
GIS Specialist VI	\$150.00
Marketing Consultant I	\$70.00
Marketing Consultant II	\$87.00
Marketing Consultant III	\$105.00
Marketing Consultant IV	\$120.00
Marketing Consultant V	\$135.00
Senior Consultant	\$175.00
Communications Specialist I	\$75.00
Communications Specialist II	\$86.00
Communications Specialist III	\$98.00
Communications Specialist IV	\$116.00
Communications Specialist V	\$130.00
IT I	\$84.00
IT II	\$101.00
IT III	\$118.00
IT IV	\$134.00

IT Manager	\$150.00
Financial Analyst I	\$72.00
Financial Analyst II	\$85.00
Financial Analyst III	\$100.00
Financial Analyst IV	\$112.00
Financial Analyst V	\$127.00
Financial Analyst VI	\$145.00
Financial Analyst VII	\$160.00
Financial Analyst VIII	\$175.00
Administrative I	\$48.00
Administrative II	\$60.00
Administrative III	\$72.00
Administrative IV	\$81.00
Administrative V	\$90.00
Intern I	\$40.00
Intern II	\$45.00
Intern III	\$50.00
Intern IV	\$56.00
Intern V	\$65.00

Reimbursable Expense Rates

Transportation	\$0.65/mile
Survey Vehicle	\$0.70/mile
Photocopies 8 1/2" x 11"	\$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 1/2" x 11"	\$0.20/page
Color Laser Printouts/Copies 8 1/2" x 11"	\$0.68/page
Fax	\$0.40/page
Projector	\$25.00/hour
Total Station	\$10.00/hour
Total Station - Robotic	\$35.00/hour
Pro-XR GPS	\$15.00/hour
Fast Static/RTK GPS	\$50.00/hour
3D Laser Scanner	\$100.00/hour
Survey Monument	\$3.00/each
Fence Posts	\$6.00/each
Survey Lath	\$18.00/bundle
Survey Stakes	\$10.00/bundle
All Terrain Vehicle/Boat	\$100.00/day
Hydrant Pressure Recorders	\$10.00/day
Telemetry Radio	\$50.00/site
Pressure Recorder	\$5.00/day
Pump Station Monitor	\$24.00/day
Area Velocity Module	\$30.00/day
Rain Gauge	\$12.00/day
In-house Lodging	\$125.00/day
Outside Services*	cost *1.15
Out of Pocket Expenses**	cost *1.15
Rental Car	cost *1.20

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

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

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

This is **EXHIBIT D**, consisting of four pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated June 5, 2012.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

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6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - b. Maintain construction observation notes, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.

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- e. Not Used.
11. *Reports:*
- a. Prepare periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
 - d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.
14. *Completion:*
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 - 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

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6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of two pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated June 5, 2012.

Project Description

The project consists of a rehabilitation of the existing RCP outfall pipe and expansion of the effluent pump station at the Mandan Waste Water Treatment Facility, including a cast-in-place pipe (CIPP) lining system, outfall discharge repair and wetwell expansion, additional pumping capacity and electrical control panel expansion. In general, the project consists of the following major elements:

PRELIMINARY DESIGN 030

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

1. Project Kick-off Meeting
2. Funding Assistance
 - a. Funding Assistance to aid the City with application for CWSRF loans and interim funding.
3. Design Survey
 - a. Perform topographic survey.
 - b. Complete utility survey.
4. Easement, Boundary Survey and Subdivision Activities
 - a. Identify temporary easements, prepare temporary easement documents, and coordinate with City and property owners.
 - b. Record search.
 - c. Field survey.
 - d. Prepare preliminary subdivision documents (subject to final design requirements).
5. Environmental Assessment
 - a. Preparation and distribution of Environmental Solicitation letters to various reviewing agencies.
 - b. Review Solicitation responses and address concerns where required.
6. Permitting
 - a. Obtain necessary permits to construct project. An ACE Nationwide permit is anticipated.
7. Design Alternatives and System Selections
 - a. Evaluate design constraints and applicability of CIPP lining systems.
 - b. Evaluate equipment alternatives for pumps, electrical and control equipment.
8. 30% Design Meeting
 - a. Conduct one project team meeting to determine equipment and building layout alternative.
 - b. 30% Preliminary Cost Estimate to verify project budgets based on detail field conditions.

FINAL DESIGN PHASE 040

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

1. Plans, Specifications, and Bid Documents – Prepare plans, specifications, and bid documents for the rehabilitation of the existing RCP outfall pipe and expansion of the effluent pump station. Final design will include:
 - a. Using the information obtained during the Preliminary Design phase, the project shall generally consist of the following: design of a CIPP lining system which accounts for construction and installation limitations of the CIPP lining systems; expansion of the effluent pumping system to provide capacity redundancy; a new electrical control panel with local control operation.
 - b. Prepare plans and specifications to outline work necessary to receive bids for Outfall Rehabilitation as described above.

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2. Easements
 - a. Prepare final temporary construction easement documents, for submittal to City.
3. Opinion of Probable Construction Cost: ENGINEER will prepare Opinions of Probable Construction Cost and revise as required for 60%, and 100% plan and specification reviews.
4. Summary of Deliverables
 - a. 60% Plans and Specifications
 - b. 90% Plans and Specifications
 - c. 100% Plans and Specifications
5. Summary of Design Phase Meetings
 - a. 60% Plan and Spec Review.
 - b. 90% Plan and Spec Review.

BIDDING PHASE 050

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

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

CONSTRUCTION PHASE 060

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

1. Contracts: ENGINEER will coordinate the execution of Contracts and Notice to Proceed.
2. Surveying: ENGINEER shall provide surveying and construction staking for Residuals Management Facility.
3. Meetings: ENGINEER shall arrange and conduct one Pre-Construction conference for the project as well as bi-monthly project progress meetings for the project.
4. Shop Drawing Review: ENGINEER shall administer the submittal process, and provide review of product submittals for the project.
5. Construction Observations: ENGINEER to provide construction administration and construction observation, maintain records and provide assistance to manage project progress, problems, and potential scope changes, and complete project closeout procedures and Final Inspection and Acceptance for the project.
6. Project Administration: ENGINEER will administer and process project activities such a pay requests, change order, funding reimbursements, Davis Bacon Wage Reviews and Interviews and resource allocation.

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

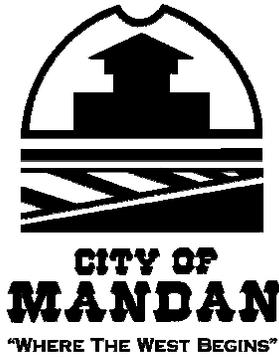
POST-CONSTRUCTION PHASE 070

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

1. Warranty: ENGINEER shall coordinate warranty items, monitor warranty period, and provide an end of warranty inspection.
2. Record Drawings: ENGINEER shall revise drawings and provide final deliverables including Operation and Maintenance Manuals and as-built record drawings.

INSTRUMENTATION & CONTROL PHASE 080

1. Programming: ENGINEER shall perform control system programming to integrate new systems into the existing Supervisory Control and Data Acquisition (SCADA) system, provide programming of PLCs to accommodate alternate operation modes, including automatic control and various automatic or semi-automated operational sequences. In addition, ENGINEER shall program database server software to record process data for retrieval for the purpose of trending and process reporting.
2. Commissioning: Setup, configure, and install all computers installed under the project and remote operator interface terminals.



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MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Purchase & Development Agreements with Riverwest Development

STATEMENT/PURPOSE: To consider purchase and development agreements to facilitate the sale and development of 3.1 acres (135,022 square feet) of city-owned land located at 1403 27th Street NW, at the intersection of Sunset Drive NW and 27th Street NW.

BACKGROUND/ALTERNATIVES: The City Commission at a March 20, 2012, meeting, provided direction to staff to negotiate agreements with Kathy Spilman for the purchase and development of this parcel in northwest Mandan. The selection followed a Request for Proposals (RFP) process that included presentations and interviews with interested entities. Spilman offered to pay \$270,000 (approximately \$2 per square foot) for the property with plans to construct office buildings on the site plus a casual dining restaurant and coffee or sandwich shop. Spilman has since formed Riverwest Development, LLC, to develop the property. At the May 15, 2012 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 office buildings to support traveling staff. The mixed-use limitation was to prevent any stand-alone apartments, townhomes or single family residential on the parcel. The buyer has agreed to this condition if the seller relinquishes any mineral rights and included a sunset provision for the development agreement of Dec. 31, 2018.

ATTACHMENTS:

1. Proposed purchase agreement
2. Proposed development agreement
3. Development concept map

FISCAL IMPACT: The developer has committed to pay \$270,000 (approximately \$2 per square foot) for the property with a minimum investment of \$2.3 million in at least 22,300 sf of commercial buildings.

STAFF IMPACT: Minimal.

LEGAL REVIEW: Attorney Brown drafted the purchase and development agreements. The development agreement sets forth a maximum timeline and minimum investment and commercial square footage requirements for the development project with clawback provisions if those requirements are not met.

RECOMMENDATION: I recommend approval of the proposed agreements, which are consistent with the original proposal presented to the Commission on March 15.

SUGGESTED MOTION: I move to approve the purchase and development agreements as presented.

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, between the City of Mandan, a North Dakota Municipal Corporation, of 205 Second Avenue NW, Mandan, ND 58554, whether one or more, “SELLER,” and Riverwest Development, LLC of 2610 Old Red Trail NW, Suite C, Mandan, ND 58554, whether one or more, “BUYER,” under which Seller agrees to sell and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth the following described real property located in the County of Morton, State of North Dakota:

Lot 1, Block 1, School District 5th Addition to the City of Mandan

(the “Property”).

The terms and conditions of such sale and purchase are as follows:

1. **PURCHASE PRICE:** The purchase price shall be \$270,000.00, payable in cash, subject to adjustments herein set forth, at closing. Payment shall be in certified funds or by wire transfer.

2. **“AS IS”:** Buyer has made or will make an inspection of the Property and is relying on its own inspection and judgment as to the condition of the premises and not on any representations of Seller. This sale is made “as is” and without any warranties of any kind, except those set out in this Agreement, and without any implied warranties whatsoever, including those of fitness or merchantability. Furthermore, Seller has not made any representations as to the presence of hazardous substances located on the Property, and Buyer agrees to rely solely upon Buyer’s own examination and testing (which is to be done, if at all, at Buyer’s expense) in regard to the possible existence of hazardous substances upon the Property. Hazardous substances is intended to include, but not be limited to, the following: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic or hazardous pollutant, contaminant, chemical material or substances defined as hazardous pollutant, contaminant, chemical material or substances defined as hazardous or as a pollutant or contaminant in, or the release of disposal of which is regulated by any law or regulation. The provisions of this paragraph shall survive the closing of this

Purchase Agreement regardless of whether it appears in any further documentation implementing the closing of this Purchase Agreement. Should Buyer in its inspection of the premises, discover unacceptable environmental conditions/hazardous substances, or unacceptable soil conditions which would prevent utilization of the property as planned, then Buyer, at its option, may cancel this Agreement prior to closing and demand the return of all monies paid to Seller by Buyer.

3. **EARNEST MONEY**: Buyer has paid \$5,000.00 as earnest money to be credited on the purchase price, receipt of which is hereby acknowledged by Seller. Buyer agrees to perform the other terms and conditions of this contract to be kept and performed by Buyer upon the delivery of the warranty deed by Seller, conveying the Property to Buyer.

4. **DEFAULT**: Should Buyer default in completing the terms and conditions of this Purchase Agreement, the earnest money hereunder paid by Buyer shall be forfeited as liquidated damages. Should Seller default in completing the terms and conditions of this Purchase Agreement, Buyer, at its option, may demand specific performance under the contract or may demand the return of all monies paid by Buyer to Seller. In establishing the amount of earnest money paid hereunder and in designating such as liquidated damages, the undersigned Seller and Buyer specifically acknowledge that actual damages resulting from Buyer's breach are impractical or extremely difficult to ascertain. Seller and Buyer have made a reasonable endeavor to fix a fair and reasonable compensation for Buyer's breach and that the amount thus established is acknowledged by both Seller and Buyer to bear a reasonable relation to probable damages and is not disproportionate to any damages that could reasonably be anticipated.

5. **TITLE INSURANCE**: Within 30 days after execution hereof, Seller shall furnish Buyer with an owner's policy of title insurance in an amount equal to the purchase price to the Property showing marketable title in Seller free and clear of all liens, encumbrances and defects except easements, and mineral grants and reservations of record, and any liens or encumbrances to be satisfied by Seller prior to or at closing.

6. **EXAMINATION OF TITLE**: If title to the Property is unmarketable, Seller shall have a period of 90 days in which to correct the title and make it marketable. If the title to said Property cannot be made marketable within said period of time or such further time as may be granted by Buyer in writing, Buyer shall be entitled to the return of the earnest money paid under this contract, and this contract shall be wholly null, void, and unenforceable.

7. **TAXES AND SPECIAL ASSESSMENTS:** The annual real estate taxes and annual installment of special assessments for 2012 shall be prorated to date of closing. Taxes and all special assessments for all prior years shall have been paid by date of closing. Taxes and installments of future special assessments for 2013 and subsequent years shall be the responsibility of Buyer.

8. **CLOSING AND POSSESSION:** Closing and possession of the Property shall occur on or before July 1, 2012, subject to any extension of time herein granted in the event that title to the Property should be found unmarketable and subject to change by mutual agreement of Seller and Buyer.

9. **CLOSING COSTS:** Seller shall be responsible for the following closing costs:

- (a) cost of Owner's title insurance policy;
- (b) preparation of warranty deed; and
- (c) preparation and recording of all releases, satisfactions and corrective documents.

Buyer shall be responsible for recordation of warranty deed to Buyer.

10. **CUSTODY OF EARNEST MONEY:** The earnest money paid hereunder shall be held by The Mandan Title Company.

11. **OTHER CONDITIONS:**

- (a) Upon execution of this Agreement, Buyer shall have access to the Property for the purpose of a Phase I study, soil boring, and any other tests to determine the suitability of the Property for Buyer's intended purpose.
- (b) The parties intend to enter into a Development Agreement to further condition the Buyer's use of the Property.
- (c) Buyer will furnish to Seller, prior to site development, a conceptual drawing of the improvements to be constructed upon the Property. All building plans subject to approval of the Mandan Architectural Review Commission.

- (d) Buyer shall have 30 days from the date of this Agreement (the Inspection Period), during which time to:
- (1) determine whether the results of reports from engineers, geologists, hydrologists or any other professionals selected by Buyer, are acceptable to Buyer;
 - (2) determine whether zoning change, permits and approvals from all appropriate governmental authorities can be obtained for development of the Property;
 - (3) determine whether, in Buyer's sole opinion, the development of the Property is economically feasible for Buyer;
 - (4) determine whether any and all covenants to which the Property is subject and legal access to the property is acceptable to Buyer; and
 - (5) determine whether the proposed use will be approved by all appropriate governmental authorities including the State of North Dakota, and that these approvals are received in writing; and
 - (6) at the end of the Inspection Period, Buyer shall either (a) indicate its waiver or satisfaction of the above contingencies; or (b) notify Seller of its inability to satisfy such conditions, in which latter case the contract shall terminate and the earnest money shall be refunded to Buyer; or (c) provide Seller written notice to close the Property.

12. **BINDING EFFECT:** This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

13. **GOVERNING LAW:** This Purchase Agreement shall be governed by the laws of the State of North Dakota.

14. **COUNTERPARTS:** This Purchase Agreement shall be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.

15. **TIME:** Time is of the essence of each provision of this entire contract and of all the conditions thereof.

IN TESTIMONY WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

“SELLER”

“BUYER”

THE CITY OF MANDAN

RIVERWEST DEVELOPMENT, LLC

By: _____
Its _____

By: _____
Its _____

DEVELOPMENT AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2012, by and between Riverwest Development, LLC of 2610 Old Red Trail NW, Suite C, Mandan, ND 58554 (“Developer”) and the City of Mandan, a North Dakota Municipal Corporation, of 205 Second Avenue NW, Mandan, ND 58554 (“City”).

WHEREAS, The City has agreed to sell to Developer the real property owned by the City as described below:

Lot 1, Block 1, School District 5th Addition to the City of Mandan, Morton County, North Dakota (“Property”).

WHEREAS, The City has issued requests for proposals for the sale of the Property and the proposal from Developer was accepted by the City to purchase the Property under certain terms and conditions acceptable to the City; and

WHEREAS, the Developer will purchase the above described Property for the sum of \$270,000.00 while assuming responsibility for all site preparation costs, surveying, platting, and construction; and

WHEREAS, the parties desire to enter into a Development Agreement to assist in the development of the Property.

The parties agree:

As goals for this project, the Developer will:

1. Conclude purchase of the Property on or before July 1, 2012.
2. Commence construction on or before December 31, 2012, of a mixed use commercial office, retail and/or restaurant development.
3. Agree to the investment of a minimum \$2.3 million in the development of at least 22,300 square feet of office, retail, and/or residential buildings. Any residential component must be a part of a mixed use building. No stand alone residential units will be permitted.
4. Furnish an irrevocable letter of credit in a form acceptable to the City in the amount of \$100,000.00 to insure the development of the Property. The letter of credit is callable at the option of the City in the event that less than

\$1.4 million of site development has occurred or if the development consists of less than two buildings with the foundation installed for the third building by December 31, 2017. At the option of the City, the letter of credit may be released in proportion to the percentage of development that has occurred, and fully released on or before December 31, 2018.

- 5. Install any and all infrastructure required for the development of the Property at no cost to the City and without the use of special assessments.
- 6. No tax exemption will be requested for office buildings. Tax exemption may be considered for other retail and restaurant activities.

City will:

- 1. Transfer the above described Property owned by the City to the Developer for the consideration of \$270,000.00, subject to the terms of a Purchase Agreement of even date.

In the event Developer has not started construction (i.e. site preparation, building permit) by December 31, 2012, title to the Property will revert back to the City of Mandan, and the City will refund the purchase price, less the earnest money to be retained by the City.

The terms of this Agreement may be modified by mutual agreement of the parties. In any event this Agreement will expire on December 31, 2018.

With the consent of the City, Developer may assign all or any part of its interest in the Property and said assignee shall be responsible for all obligations of this Agreement.

DEVELOPER:

CITY:

RIVERWEST DEVELOPMENT, LLC

CITY OF MANDAN

By: _____

By: _____

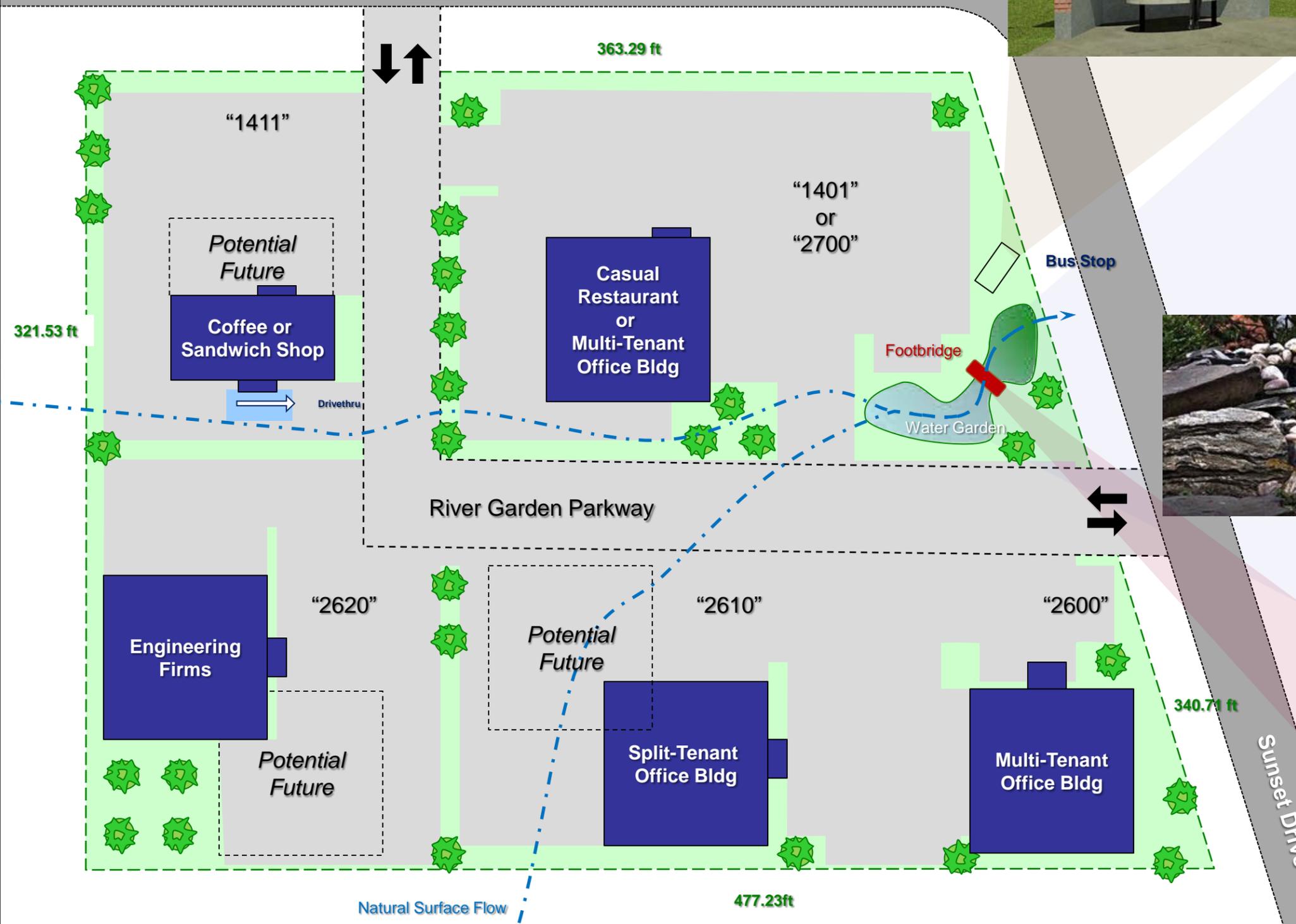
Tim Helbling, President
Board of City Commissioners

ATTEST:

James Neubauer, City Administrator



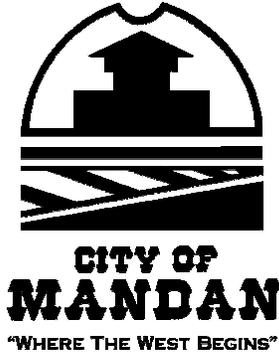
27th St NW



2610 Old Red Trail Suite C PO Box 98
 Mandan ND 58554-0098
 (701) 667-1800 fax (701) 667-1802

Date:	April 2012
Prepared By:	K. Spilman
Reviewed By:	K. Spilman

Site Plan – River Garden Office Park
 1403 27th Street NW: Mandan, ND Zoned: CB - Commercial
 Sheet 1 of 1 --- R4.2



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Proposed Revisions to Commercial Property Tax Exemption Policy

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

BACKGROUND/ALTERNATIVES: The Mandan City Commission discussed possible changes to its Commercial Property Tax Exemption Policy and Guidelines at a special working session held March 27, 2012. Consensus was to consider the following changes:

1. To give credit for jobs created in the 12 months prior to the date of application within the provision that allows for a 100% exemption for five 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 clawback provision in the event a property would be sold to an entity exempt from property taxes to indicate that the period of the clawback during which repayment is required is equal to 2.5 times the length of the exemption.

The Mandan Growth Fund Committee discussed these suggested changes at a meeting held May 30 and voted to recommend approval as presented.

ATTACHMENTS:

1. Proposed revisions to Commercial Property Tax Exemption Policy and Guidelines

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal.

LEGAL REVIEW: Attorney Brown participated in the special meeting of the City Commission as well as the Growth Fund Committee meeting where the proposed changes were discussed.

RECOMMENDATION: The Mandan Growth Fund Committee voted to recommend approval of the proposed changes to the commercial property tax policy and guidelines.

SUGGESTED MOTION: I move to approve the proposed changes to the commercial property tax exemption policy and guidelines.

**CITY OF MANDAN
COMMERCIAL PROPERTY TAX EXEMPTION
POLICY AND GUIDELINES**

Businesses that are primarily industrial, commercial, retail or service are eligible for property tax incentives for new and expanding businesses if they meet state requirements (NDCC 40.57.1) and the guidelines stated below. The following criteria are only guidelines. Each application will be evaluated on its own merits.

- General criteria - In evaluation applications for property tax exemption, the Growth Fund Committee will consider the following factors:
 - Economic impact through increased construction activity, equipment purchases, additional product purchases, additional work activity, immediate and projected increases in property values, and impact on future tax collections.
 - Number of jobs created and employee benefits
 - Types of jobs - professional, managerial, technical, skilled, unskilled
 - Emphasis on full-time positions
 - Diversification of economic base
 - Growth potential of company and industry and potential spin-off benefits
 - Impact on city services
 - Can the company be accommodated within existing service levels, or will additional capacity be needed?
 - Is the company locating where better use of existing services will take place or further the development plans of the City?
 - Utilization of local resources
 - Will the company be an exporter from our region?
 - Will it provide support services to existing companies?
 - Use of raw materials and services developed in the area
- A new or expanded business in the community must not gain unfair advantage with existing competitors through use of the exemption. Applicant should be prepared to demonstrate that an unfair advantage is not gained over any possible existing competitor for the amount of exemption received.
- Property tax incentives must be approved prior to the start of construction.
- Projects that are primarily warehousing (for the storage of goods, raw materials or commodities) would not receive an incentive unless the owner proves need or provides other information to justify the exemption.
- Amount of exemption will be according to the following schedule:
 - Year 1 - 100%
 - Year 2 - 100%
 - Year 3 - 75%
 - Year 4 - 50%
 - Year 5 - 25%
- Annual reports - By February 15 of each year, the recipient of the exemption will file an annual employment verification report with the Bismarck - Mandan Development Association.
 - A qualified project may receive up to 100% exemption in each of years 3, 4 and 5 provided that at the end of year two at least one full-time job has been created for every \$100,000 of the building's value subject to the tax exemption. Jobs created in the 12

months prior to the date of application may be considered toward meeting this requirement. Jobs must be maintained in years 3, 4, and 5.

- An exemption that has been granted will be considered lapsed and invalid if construction has not begun in one year and completed in two years. Notice will be sent to the project operator 90 days prior to the exemption lapsing.
- After an exemption has been granted, if the project operator needs to locate the operation in another facility; the exemption may be transferred to the new building. The value of the new building cannot be more than 15 percent higher than that of the building for which the exemption was originally granted. If the new building is more than 15 percent greater in estimated value, the Growth Fund Committee will reconsider the exemption.

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

Improvements to Commercial

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

Payments in Lieu of Taxes

The City of Mandan may consider up to a five-year payment in lieu of tax (PILOT) in years 6-10 for a new or expanded business. A qualified project may be required to pay only 50% of taxes that would otherwise be due, provided the following guidelines are met:

- The project size must have at least \$700,000 market value of newly constructed buildings or structures.
- A minimum of 20 new full-time jobs providing an average wage of \$9.00 per hour excluding benefits must be created by the end of year 5. These jobs must be maintained years 6-10.
- Annual reporting requirements by the recipient will continue in years 6-10.
- An inflation factor may be included in the payment schedule and also in the average hourly wage. This inflation factor will be determined at the time the payment schedule is set.
- If the project fails to meet any of the above listed guidelines in years 6-10, the project will not be eligible for any percentage of the reduction in taxes. The tax reduction on this project cannot be re-applied for if the requirements are again met in the future and the initial 10-year period has not expired.

Multi-Family Residential

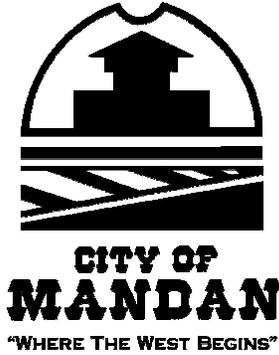
Tax incentives for multi-family housing may be considered for qualifying projects under the federal low income housing tax credit program, for projects with a mixed-use commercial component, or for projects of 24 units or more. Multi-family projects of 24-plus units may receive an exemption up to 100% for two years.

Sale to Non-Profit

If a property receiving a tax exemption is sold or in any way transferred within a period of time equal to 2.5 times the length of the exemption to a non-profit corporation an entity exempt from

| property tax, the property owner ~~may be asked~~ will be required to pay back all tax revenue given as part of the exemption.

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



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 23, 2012
SUBMITTING DEPARTMENT: Assessing/Bldg Inspections
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Appraiser I position

STATEMENT/PURPOSE: To create a new position in the Assessing Department for the purpose of maintaining the newly updated records.

BACKGROUND/ALTERNATIVES: The Assessing Department has completed the City wide re-assessment. Two of the Data Collector positions will terminate as of June 29, 2012, while the third position was budgeted for the entire year. However, that position terminated with the employee's early resignation resulting in the added income necessary to pay the appraiser salary.

Please note that this matter has been discussed with Jim Neubauer, City Administrator, Greg Welch, Finance Director, Kevin Wilson, Human Resources, and Commissioner Jackson. They all have given their approval for this request and to classify the new position at a Grade 16.

ATTACHMENTS: Job Requisition Form.

FISCAL IMPACT: The 2012 salary budget included the salary for one position for the entire year. Therefore, with the early resignation of that position, the remaining balance will cover the cost of salary for the new position for the remainder of the year and will be budgeted accordingly in the future.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the request to create an Appraiser I position.

SUGGESTED MOTION: I recommend a motion to approve the request to create an Appraiser I position, at a grade 16, for the Assessing Department.



City of Mandan
 Job Requisition Form

Date:	Job Title:	Start Date:
May 22, 2012	Appraiser 1	7-2-2012
Supervisor: Richard Barta	Department: Assessing / Building	Grade/Step: 16
Circle One: <input checked="" type="radio"/> Full-time	<input type="radio"/> Part-Time	<input type="radio"/> Temporary
Circle One: <input type="radio"/> Existing Position	<input checked="" type="radio"/> New Position	<input type="radio"/> Attach Job Description
Advertising Plan		
Internal Posting(s) E-Mail To All Employees	Y N	Post Date _____ End Date _____
Newspaper(s) Mandan News /Finder	Y N	Post Date _____ End Date _____
Bismarck Tribune/Online	Y N	Post Date _____ End Date _____
Job Service	Y N	Post Date _____ End Date _____
Estimated (7) day costs: Bismarck Tribune, online, Mandan Finder & Mandan News - \$675.49 Mandan News & Finder \$120.00		
Approvals		
Supervisor Signature:	Date:	
<i>Richard Barta</i>	5-22-2012	
Department Head Signature:	Date:	
Finance Director Signature:	Date:	
<i>Steve</i>	5-22-2012	
City Administrator Signature:	Date:	
<i>Jim Spoke</i>	5-22-2012	

5/22 Jim Spoke
 with Commissioner Jackson - got green light.



City of Mandan

JOB TITLE: Appraiser I

AB/05

DEPARTMENT: Assessing/Building Inspections

JOB SUMMARY: To appraise real estate for tax purposes.

MAJOR DUTIES:

Collect data; inspect new and existing properties; estimate the market value by standard appraisal methods and techniques.

Reappraise existing general residential property; inspect buildings to record physical characteristics of property; draw sketches of buildings and improvements on assessment cards; establish new valuation.

Inspect permit projects; record all improvements; establish new market data.

Assist in valuing land; research market for sales information; calculate new land values.

Assist with assessment recording procedures; update market valuation and legal description data for roll book; submit and validate sales information input.

Assist in sales ratio study; assist senior citizens with tax credit applications.

Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner; guard confidential sales information.

Assist in computer file maintenance. Perform related duties and responsibilities as required.

JOB TITLE: Appraiser I

POSITION KNOWLEDGE REQUIRED:

Basic principles and practices of real property appraisal and assessment.

Basic principles and practices of building construction and materials.

Basic geographic layout of the City.

Basic methods and techniques of drafting and surveying. Read basic blueprints.

Modern office procedures, methods, and equipment including computers and software.

Laws, codes and regulations governing assessment and collection of real estate taxes.

Oral and written communication skills. Prepare sketches of buildings and improvements

Establish and maintain effective working relationships.

Maintain appropriate physical condition.

Ability to present, discuss, and attempt to resolve questions from taxpayers concerning real property.

Operate a variety of basic surveying and drafting equipment.

Understand and follow oral and written instructions.

Work independently in the absence of supervision.

JOB TITLE: Appraiser I

SUPERVISORY CONTROLS: The Assessor assigns work in terms of general instructions and spot-checks completed work for compliance with procedures and accuracy.

GUIDELINES: Guidelines include the State Century Code.

COMPLEXITY: The work consists of varied inspection and assessment duties. Strict regulations and frequent interruptions contribute to the complexity of the position.

SCOPE AND EFFECT: The purpose of this position is to participate in the city's assessing. Success in this position ensures the accuracy of property assessments.

PERSONAL CONTACTS: Contacts are typically with co-workers from various City departments and members of the general public.

PURPOSE OF CONTACTS: Contacts are typically to give or exchange information, provide services, and resolve problems.

PHYSICAL DEMANDS: The work is typically performed while sitting at a desk or table or while standing or walking.

WORK ENVIRONMENT: The work is typically performed in an office or outdoors, where the employee may be exposed to computer screens, dust, dirt, grease, cold or inclement weather, noise, construction hazards, heights, confined spaces, fumes. The work requires the use of protective devices such as hard hats.

Environment may require maintaining physical condition necessary for walking or standing for prolonged periods of time; bending and climbing; moderate or light lifting.

JOB TITLE: Appraiser I

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: None.

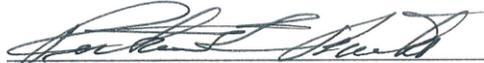
MINIMUM QUALIFICATIONS:

Two year's experience in real estate appraisal or a related field. Trade or professional designation related to job requirements.

Ability to obtain Associate's degree from an accredited institution with major course related to job.

Possession of or ability to readily obtain a valid driver's license issued by the State of North Dakota for the type of vehicle or equipment operated.

Employee Signature



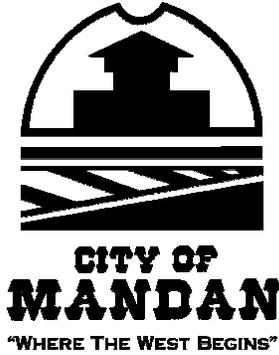
Department Head Signature



Administrator Signature



Finance Director



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider the preparation of a watershed study.

STATEMENT/PURPOSE: To consider the preparation of a watershed study in north Mandan in anticipation of the growth of the area.

BACKGROUND/ALTERNATIVES: In 2004, the City directed Interstate Engineering to complete a watershed study for the Mandan Middle School south basin for the matter of determining the proper methods and means for storm water management within the basin. The increased development of the and in the watershed would certainly increase the storm water flow to downstream properties and this study puts guidelines for lessening that impact.

The existing study of the south basin has been extremely valuable. The recommendations will lead to the removal of storm water from the Upper Terra Vallee basin (Walmart Site), which has been an issue since the 1970's. It also put into place that storm water must be treated for suspended solids because of the downstream impacts to Tesoro refinery. The document is really only now getting its use but with the increased development in the south basin, it's been invaluable to both the City and developers to follow.

The north basin that is being proposed for study, is approximately 217 acres in size of which we are aware of over 1/3 of the acres are in planning stages for development. One crucial property and the developers of that property have expressed interest in a possible regional storm water pond for the watershed. This study would indicate the size and feasibility of such a concept as well as the best method and possible locations for either regional ponds or smaller developer driven ponds for storm water management.

The last study was funded entirely by the City of Mandan at a cost of around \$40,000. I have identified primary stakeholders and contacted them about the possibility of cost sharing in this plan. Tesoro Refinery and Morton County Water Resource Board have both expressed that they would run this by their boards to see if and to how much they would participate as far as cost. I would like to see the study done regardless of any participation and the City allow for a \$40,000 expenditure for this study. Starting this

study prior to any development will be a huge asset to the storm water management picture and keep us ahead of future problems that may arise downstream. Any monies that may be committed from either Tesoro or the MCWRD would lessen the amount the City would have to expend on the study.

We would put together a scope of work based on the first study and advertise it as an RFP for a consultant to do the study.

ATTACHMENTS: Map

FISCAL IMPACT: We would like to limit the study to an amount of \$40,000. The City collects \$2 dollars per meter (water bill) for storm water and generates approximately \$145,000 per year into the sewer fund. This funding generator would be used to fund the study. As indicated above, any contributions from Tesoro or MCWRD toward the study would reduce the expenditures of the City.

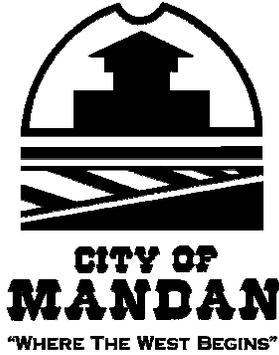
STAFF IMPACT: None

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

RECOMMENDATION: Allocate \$40,000 for the preparation of the study.

SUGGESTED MOTION: I move to approve the allocation of \$40,000 for the preparation of the Mandan middle school north basin watershed study.





Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 31, 2012
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Update on the North Mandan Street Improvement Project

STATEMENT/PURPOSE: To update the Commission on the above mentioned project prior to award.

BACKGROUND/ALTERNATIVES:

Timeline as follows:

- September 2012 - Toman/Wenck team hired to engineer project
- November 1, 2011 - New District was created by Commission
- May 11th, 2012 - Advertised the Resolution of Necessity and started the protest period
- April 27th, 2012 - Advertised the advertisement for bids
- May 21st, 2012 – Specials notifications letters mailed
- May 31st, 2012 - Bid opening for the project
- June 6th, 2012 – Protest period ends
- June 19th, 2012 – Public Hearing for the protest
- June 19th, 2012 – Possible award of project
- July 2012 – Project construction start
- Late summer 2013 – Overall Project completion

I will outline the job from the material on the website and review the improvements that will take place within the district. I will also present the bids briefly with the commission, as it will be also addressed at the June 19th meeting during the award phase of the project.

FRANCHISE NO. _____

A FRANCHISE GRANTING TO MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., A CORPORATION, IT 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.

SECTION I. For convenience, herein, said municipal corporation is designated and referred to as "Municipality" and Montana-Dakota Utilities Co. is designated and referred to as "Grantee." Any reference to either includes their respective successors and assigns.

SECTION II. There is hereby granted to Grantee, its successors and assigns, subject to the limitations herein stated, the right and franchise to occupy and use the streets, alleys and public grounds of the Municipality as now, or hereafter constituted, for the purpose of constructing, maintaining, and operating, within, upon, in and under the same, an electric distribution system for transmitting and distributing electricity for public and private use.

To encourage harmony and operational efficiency in the provision of electric distribution service in the Municipality, to promote safety and discourage unreasonable duplication of electric facilities, to assure adequate and reliable service for all consumers within the Municipality, and provide franchise grantees with equitable participation in the provision of electric distribution service within undeveloped areas annexed to the Municipality during the terms of this Franchise, the authority granted by this Franchise to Grantee is limited to the use of the Municipality's streets, alleys and public grounds for the purpose of distributing electric energy for public and private use within the service areas and to the service locations of the Grantee as designated and agreed to in the Service Area Agreement executed by Mor-Gran-Sou Electric Cooperative, Inc. and Grantee and attached as Exhibit A to this Resolution, including any amendments or modifications to the Service Area Agreement as agreed and approved pursuant to the terms of the Service Area Agreement. The Grantee shall have all the rights, privileges, and obligations to provide electric distribution service within such service areas and to such service locations as stated in the Service Area Agreement. This limitation shall not restrict the Grantee's right to occupy and use the streets, alleys and public grounds of the Municipality anywhere within the Municipality to construct, operate, and maintain transmission and distribution line facilities for the purpose of providing adequate electric service within the service areas and to the service locations of the Grantee under the Service Area Agreement as provided in paragraph 11 of such Agreement.

SECTION III. Grantee shall maintain an efficient distribution system for furnishing electricity for public and private use at such rates as may be approved by the Public Service Commission of the State of North Dakota and under such orders, rules or regulations as may be issued by a federal or state agency having jurisdiction thereof.

SECTION IV. This franchise shall not be exclusive and shall not be construed to prevent the Municipality from granting to any other party the right to use the streets, alleys, and public grounds of the Municipality for like purposes.

SECTION V. The Municipality reserves any right it may have, under its police power, or otherwise, to control or regulate the use of said streets, alleys, and public grounds by Grantee. The Municipality will give Grantee reasonable notice of plans for improvements of streets, alleys and public grounds where the Municipality has reason to believe Grantee's electric distribution system may be affected by the improvement. If during the period of this franchise the Municipality shall lawfully elect to alter, or change the grade of any street, alley or public grounds, Grantee, upon reasonable notice by the Municipality, at its own expense may remove, relocate or rearrange its electric distribution facilities that would be a substantial interference with the change to the street, alley or public grounds, provided, however, if relocation, removal or rearrangement of any electric distribution facility is made necessary to accommodate construction of a project on a federal aid highway or extension thereof within the Municipality, Grantee shall be paid the costs of the relocation, removal or rearrangement in accordance with the laws of the State of North Dakota.

SECTION VI. Unless otherwise provided in any permit or regulation of the Municipality, Grantee may trim trees and shrubs in and over the streets, alleys and public grounds to the extent Grantee determines is necessary to avoid interference with the construction, operation, maintenance and repair of the electric distribution facilities, provided Grantee shall hold the Municipality harmless from any liability arising therefrom.

SECTION VII. Grantee shall indemnify and save and hold the Municipality harmless from any loss or damage due to the construction, installation, and maintenance of its distribution system, and its use of the streets, alleys, and public grounds of the Municipality.

SECTION VIII. Grantee shall have the right to assign this franchise to any party, or corporation, but all obligations of Grantee hereunder shall be binding upon its successors and assigns.

SECTION IX. Within thirty (30) days after Grantee is notified of approval of this franchise, Grantee shall file with the clerk or auditor of the Municipality its written acceptance of this franchise.

SECTION X. This franchise shall continue and remain in full force and effect for a period of twenty (20) years from the date upon which this franchise shall become effective as provided by law.

Section XI. Termination of Prior Franchise. At the request of the Grantee, the franchise approved September 21, 2010 granting the Grantee the right to construct, maintain and operate an electric distribution system in the Municipality for a term of twenty (20) years, and any other prior franchise granting the Grantee the right to construct, maintain and operate an electric distribution system in the Municipality, are hereby terminated and the Grantee's right to construct, maintain and operate an electric distribution system in the Municipality shall hereafter be governed by this Franchise.

Passed the _____ day of _____, 20_____.

Approved this _____ day of _____, 20_____.

ATTEST: _____
Auditor

Mayor-Chairman

(Seal of the Municipality)

ND

FRANCHISE NO. _____

A FRANCHISE GRANTING TO MOR-GRAN-SOU ELECTRIC COOPEATIVE, INC., IT 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.

SECTION I. For convenience, herein, said municipal corporation is designated and referred to as "Municipality" and Mor-Gran-Sou Electric Cooperative, Inc. is designated and referred to as "Grantee." Any reference to either includes their respective successors and assigns.

SECTION II. There is hereby granted to Grantee, its successors and assigns, subject to the limitations herein stated, the right and franchise to occupy and use the streets, alleys and public grounds of the Municipality as now, or hereafter constituted, for the purpose of constructing, maintaining, and operating, within, upon, in and under the same, an electric distribution system for transmitting and distributing electricity for public and private use.

To encourage harmony and operational efficiency in the provision of electric distribution service in the Municipality, to promote safety and discourage unreasonable duplication of electric facilities, to assure adequate and reliable service for all consumers within the Municipality, and provide franchise grantees with equitable participation in the provision of electric distribution service within undeveloped areas annexed to the Municipality during the terms of this Franchise, the authority granted by this Franchise to Grantee is limited to the use of the Municipality's streets, alleys and public grounds for the purpose of distributing electric energy for public and private use within the service areas and to the service locations of the Grantee as designated and agreed to in the Service Area Agreement executed by Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., and Grantee and attached as Exhibit A to this Resolution, including any amendments or modifications to the Service Area Agreement as agreed and approved pursuant to the terms of the Service Area Agreement. The Grantee shall have all the rights, privileges, and obligations to provide electric distribution service within such service areas and to such service locations as stated in the Service Area Agreement. This limitation shall not restrict the Grantee's right to occupy and use the streets, alleys and public grounds of the Municipality anywhere within the Municipality to construct, operate, and maintain transmission and distribution line facilities for the purpose of providing adequate electric service within the service areas and to the service locations of the Grantee under the Service Area Agreement as provided in paragraph 11 of such Agreement.

SECTION III. Grantee shall maintain an efficient distribution system for furnishing electricity for public and private use at such rates as may promulgated and adopted by Grantee's Board of Directors, as duly elected, and pursuant to the laws and regulations of the State of North Dakota and the Rural Utilities Service.

SECTION IV. This franchise shall not be exclusive and shall not be construed to prevent the Municipality from granting to any other party the right to use the streets, alleys, and public grounds of the Municipality for like purposes.

SECTION V. The Municipality reserves any right it may have, under its police power, or otherwise, to control or regulate the use of said streets, alleys, and public grounds by Grantee. The Municipality will give Grantee reasonable notice of plans for improvements of streets, alleys and public grounds where the Municipality has reason to believe Grantee's electric distribution system may be affected by the improvement. If during the period of this franchise the Municipality shall lawfully elect to alter, or change the grade of any street, alley or public grounds, Grantee, upon reasonable notice by the Municipality, at its own expense may remove, relocate or rearrange its electric distribution facilities that would be a substantial interference with the change to the street, alley or public grounds, provided, however, if relocation, removal or rearrangement of any electric distribution facility is made necessary to accommodate construction of a project on a federal aid highway or extension thereof within the Municipality, Grantee shall be paid the costs of the relocation, removal or rearrangement in accordance with the laws of the State of North Dakota.

SECTION VI. Unless otherwise provided in any permit or regulation of the Municipality, Grantee may trim trees and shrubs in and over the streets, alleys and public grounds to the extent Grantee determines is necessary to avoid interference with the construction, operation, maintenance and repair of the electric distribution facilities, provided Grantee shall hold the Municipality harmless from any liability arising therefrom.

SECTION VII. Grantee shall indemnify and save and hold the Municipality harmless from any loss or damage due to the construction, installation, and maintenance of its distribution system, and its use of the streets, alleys, and public grounds of the Municipality.

SECTION VIII. Grantee shall have the right to assign this franchise to any party, or corporation, but all obligations of Grantee hereunder shall be binding upon its successors and assigns.

SECTION IX. Within thirty (30) days after Grantee is notified of approval of this franchise, Grantee shall file with the clerk or auditor of the Municipality its written acceptance of this franchise.

SECTION X. This franchise shall continue and remain in full force and effect for a period of twenty (20) years from the date upon which this franchise shall become effective as provided by law.

Section XI. Termination of Prior Franchise. At the request of the Grantee, Franchise No. 792 approved January 8, 1992, Franchise No. 829 approved November 1., 1994, and Franchise No. 843 approved March 19, 1996 granting the Grantee the right to construct, maintain and operate an electric distribution system in the Municipality for a term of twenty (20) years, and any other prior franchise granting the Grantee the right to construct, maintain and operate an electric distribution system in the Municipality, are hereby terminated and the Grantee's right to construct, maintain and operate an electric distribution system in the Municipality shall hereafter be governed by this Franchise.

Passed the _____ day of _____, 20____.

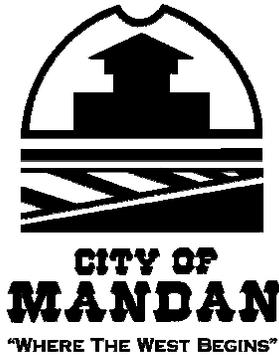
Approved this _____ day of _____, 20____.

ATTEST: _____
Auditor

Mayor-Chairman

(Seal of the Municipality)

ND



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 5, 2012
PREPARATION DATE: May 25, 2012
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Director of Public Works
PRESENTER: Jeff Wright, Director of Public Works
SUBJECT: Resolution establishing rates and charges for Residential and Commercial/non-resident services from the Solid Waste Utility Fund.

STATEMENT/PURPOSE: To consider the following rate adjustments for City of Mandan residents and Commercial/non-resident accounts.

BACKGROUND/ALTERNATIVES: On the May 1, 2012 City Commission meeting, an increase from \$12/ton to \$15/ton for Inert material was approved for City of Mandan residents, and at that time, I was asked to develop a resident and commercial/non-resident rates and charges schedule. I compared 7 cities (Bismarck, Minot, Jamestown, Valley City, Grand Forks, Dickinson, and Williston) within North Dakota and one (Hayes, KS) out of state and found inert charges ranging from \$10/ton (clean loads in Bismarck) to \$35/ton (construction material in Dickinson), truck tires from \$5 (Minot) to \$10 (Dickinson), tractor tires from \$14 (Jamestown) to \$42 (Valley City), appliances w/Freon from \$2 (Minot) to \$25 (Hayes, KS), and only one city (Bismarck) that has a Residential and Commercial/Non-resident fee structure. As you can see the rates vary based on ability to take care of the material (time and equipment costs) and space you have available (future land costs), the following proposal will allow the City of Mandan to purchase equipment needed to operate the landfill and allow the city to expand the landfill in the future as needed.

<u>Other disposal charges:</u>	<u>Resident</u>	<u>Commercial/Non-Res</u>
Inert Material	\$15.00	\$20.00
Major appliances and furniture	\$7.00	\$10.00
Refrigerated appliances	\$20.00	\$25.00
Tires:		
Auto	\$2.00	\$4.00
Truck	\$5.00	\$7.00
Tractor	\$10.00	\$15.00
Minimum charge (includes scale usage)	\$3.00	\$5.00
Minimum monthly charge for services billed on account (includes scale usage)	\$5.00	\$5.00
Untarped and unsecured garbage	\$5.00	\$10.00

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The underlined amounts under the Residential and the Commercial/non-resident rates and charges are the proposed changes before you tonight.

ATTACHMENTS: Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

FISCAL IMPACT: Anticipated increase in revenue is estimated at \$120,000 to \$160,000 depending on final tonnage. Revenue increases will be used to cover increased costs of O&M at the landfill and new equipment purchases in the future.

STAFF IMPACT: Minor changes to our bookkeeping program and ID checks at the transfer station will be required.

LEGAL REVIEW: None

RECOMMENDATION: To approve the Resolution establishing rates and charges for Residential and Commercial/non-resident services from the Solid Waste Utility Fund.

SUGGESTED MOTION: Move to approve the Resolution establishing rates and charges for Residential and Commercial/non-resident services from the Solid Waste Utility Fund.

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RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE SOLID WASTE UTILITY FUND

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Municipal Code, that the following rates and charges are hereby established for services from the Solid Waste Utility Fund:

- 1) Residential area. For garbage and rubbish collection and disposal services for residential areas, there shall be a charge of \$10.05 per month, per family living unit. Residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged \$37.00 per ton.
- 2) Non-residential area. For garbage and rubbish disposal services for non-residential establishments, there shall be a charge of \$37.00 per ton. Non-residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged a minimum of \$7.00.

3) <u>Other disposal charges:</u>	Resident	Commercial/ Non-resident
a) Major appliances and furniture	\$7.00	<u>\$10.00</u>
b) Refrigerated appliances	\$20.00	<u>\$25.00</u>
c) Tires:		
Auto	\$2.00	<u>\$4.00</u>
Truck	\$5.00	<u>\$7.00</u>
Tractor	\$10.00	<u>\$15.00</u>
d) Minimum charge (includes scale usage)	\$2.00 <u>\$3.00</u>	<u>\$5.00</u>
e) Minimum monthly charge for services billed on account (includes scale usage)	\$5.00	<u>\$5.00</u>
f) Untarped and unsecured garbage	\$5.00	<u>\$10.00</u>

Grass clippings and leaves are exempt from all charges.

- 4) Inert materials. For disposal of inert materials there shall be a charge of ~~\$12.00~~ \$15.00 per ton for Mandan Residents and \$20.00 per ton for Commercial and Non-Residents. Inert materials shall be materials so defined by the North Dakota State Department of Health including trees, lumber, demolition lumber, wooden furniture, metal, bricks, concrete, bottom ash from coal fired boilers and asphalt roofing.
- 5) No motor vehicle bodies or dangerous, flammable or hazardous material may be deposited at the Mandan Municipal Landfill Facility.

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BE IT FURTHER RESOLVED that the rates and charges for services from the Solid Waste Utility Fund shall be effective as of the first billing after January 1, 2012 for Utility services and as of ~~January 1, 2012~~ July 1, 2012 for Landfill services.

Dated this 5th day of June, 2012.

President, Board of City Commissioners

Attest:

City Administrator