

AGENDA
MANDAN CITY COMMISSION
APRIL 19, 2016
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

City Board of Equalization meeting at 7:00 p.m. on April 19, 2016

- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the following minutes:
i. April 5, 2016 Board of City Commission Regular Meeting
ii. April 5, 2016 Board of Equalization meeting
- E. PUBLIC HEARING:
1. Public hearing for first consideration of Ordinance No. 1238 creating PUD District 2016-01 for Lakewood 8th Addition First Replat.
2. Public hearing for first consideration of Ordinance No. 1239 creating PUD District 2016-02 for Ash Grove Estates Addition.
- F. BIDS:
1. Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 201, Project 2015-11 (Meadowlands Addition).
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
2. Consider approval of the following proclamations:
i. Bike to Work Week (May 16-20) & Bike to Work Day (May 20).
ii. Dacotah Lions STRIDES Walk for Diabetes – May 15, 2016
iii. National Music Week – May 1-8, 2016
3. Consider Employer Participation Agreement in the North Dakota Public Employees Retirement System Law Enforcement Retirement Plan
4. Consider approval of Special Sunday Openings at the Mandan Moose 425 on May 15, July 3, and June 5, 2016.

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5. Consider approval of the following Site Authorizations for the American Foundation for Wildlife from July 1, 2016 through June 30, 2017:
 - i. Lakewood Bar & Grill
 - ii. Last Call Bar
 6. Consider approval of the annual Liquor License, Special B Liquor License Permit and Special Sunday Permits for Dacotah Speedway from May 1, 2016 through Oct. 31, 2016
 7. Consider approval of Site Authorizations for Mandan Baseball Club, Inc. from July 1, 2016 through June 30, 2017:
 - i. Powerhouse/501
 - ii. Rock Point
 - iii. Broken Oar
 8. Consider ballot language related to publishing the minutes of City Commission meetings.
 9. Consider Architectural Services contract with EPIC Engineering for the Public Works Expansion Project
- H. OLD BUSINESS:
- I. NEW BUSINESS:
1. Consider recommendations from Mandan Growth Fund Committee
 - i. Application for Restaurant Rewards sales tax rebate and interest buy-down program
 - ii. Clarifications to the Retail and Restaurant Incentive Program requirements
 2. Consider visitor way-finding sign recommendations including design, locations, destination listings and issuance of a request for bids
 3. Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for Water & Sewer Improvement Project 2016-10 Big Sky Additions(Jude Lane NW).
 4. Consider approving the Resolution approving Plans and Specifications and Resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).
 5. Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for Water & Sewer Improvement Project 2016-02(West Hills Estates 4th Addition).
 6. Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 4th Addition).
 7. Consider amendment to the Joint Powers Agreement between Mandan Park District and City of Mandan.

J. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance No. 1237 amending and re-enacting Chapter 16, Article 4 of the Mandan Municipal Code related to the Emerald Ash Borer and Dutch Elm Disease.
2. First consideration of Ordinance No. 1238 creating PUD District 2016-01 for Lakewood 8th Addition First Replat.
3. First consideration of Ordinance No. 1239 creating PUD District 2016-02 for Ash Grove Estates Addition.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. April 30, 2016, 9 a.m. Community Clean-up – Dykshoorn Park
2. May 2, 2016, 5:30 p.m. Working Session
3. May 3, 2016
4. May 9, 2016, Joint Session with Mandan Park Board
5. May 17, 2016

M. ADJOURN

Public Communication

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

The Mandan City Commission met in regular session at 5:30 p.m. on April 5, 2016 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Laber and Commissioner Braun was present via telephone. Department Heads present were Finance Director Welch, Deputy Police Chief Bier, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development & Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim. Absent: Police Chief Ziegler.

B. APPROVAL OF AGENDA: Commissioner Tibke moved to approve the Agenda. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission of March 15, 2016 regular meeting.* Commissioner Laber moved to approve the minutes as presented. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

1. *Consider establishing a restaurant rewards program (see Old Business No. 1).* Business Development & Communications Director Huber stated that the purpose of the public hearing is to gather comments on a proposal that comes with recommendations for approval from the Mandan Growth Fund Committee (MGF). The MGF Committee met and discussed the concept to more effectively attract restaurants to our community on February 18th and March 10th. This presentation includes an explanation of the sales tax rebate program and an interest buy-down using the Bank of North Dakota (BND) Flex PACE program. A public notice was published in the Mandan News about this hearing. It was also published via a News Release through public media and also on the City of Mandan’s Facebook page. Copies of the six (6) written comments received have been provided in advance to this Commission. Director Huber stated that the proposal would involve rebating the 1% portion of city sales tax for five (5) years. This is the 1% local tax that was approved by voters in 1991 for the purpose of economic development projects, property tax reduction, reducing infrastructure costs, and debt reduction. The restaurant owner or property owner will still be required to pay taxes and there would be other local sales taxes paid and they will still pay the 1% restaurant and lodging tax, which is a tax for capital improvement projects that attract visitors to a community, restricted in use by state statute, the 0.75% tax for the sports complex that voters approved in June that was implemented on 10/1/15 along with the half-percent for the Morton-Mandan Burleigh-Mandan joint jail project.

The incentive will be performance based in that if they don't sell there will be nothing to rebate. But if they are successful then there is a rebate available. The Flex PACE interest buy-down will leverage approximately \$2 in BND funds for every \$1 invested by the City of Mandan. That program will buy down the interest rate when a project is to be financed to as little as 1% for as long as the buy-down will last. That buy-down period will vary based on the principal amount of the amount being financed. There is some protection in that program because if the project would ever go into default or the borrower were to become delinquent on their payment, the installments for the buy-down are held in escrow by the BND and that account would then be frozen. In both of these situations there will need to be business incentive agreements with outlined goals and claw back provisions if approved. The Flex PACE component is being proposed to set aside \$162,000 in the Growth Fund. These are dollars that are generated from the sales tax and already set aside for economic development activities. That amount is set aside to provide the local match for BND's interest buy-down program providing that local match in the form of a forgivable loan which can act like a grant rather than a repayable loan as is the case for most projects. The above outline provides the two types of components for the Restaurant Rewards Program.

Mayor Van Beek announced this is a public hearing and invited anyone to come forward to speak for or against the matter at this time.

Susan Beehler, a Mandan resident, came forward and stated that she has lived in Mandan for over 20 years. She questioned why the City of Mandan is giving away consumer dollars that are paid for in the form of a tax that could go towards a property tax relief to a business or a potential business and also to creating that competition between existing businesses that have already been established here. She stated she has spent 13 years in the hospitality industry realizing those services can go up and down and at times has to do with the service that one gives and the quality of the employees that you have. Regarding the tax incentive, she inquired as to a current rental program offered by the Mandan Growth Fund Committee to restaurants in the form of rent reduction? Also, what about the incentive for storefront building improvements that is available to restaurants? It is her opinion that when compared to Bismarck, the City of Mandan needs to stop doing that and she recommended that what Mandan has to offer should be set up differently than what Bismarck has to offer. She suggested offering something different that would encourage people to drive from Bismarck over to Mandan. She is not in favor of giving away tax dollars to businesses that may come to the community (and subsequently do not), when those dollars could be used by existing businesses. It would take five (5) tax paying property homes to make up that incentive of that \$10,000 that a restaurant would get.

Giving away money that could be used towards things that make our community better, not just saying we have another restaurant or whatever, there is no exclusion to make this something that is identified differently. She voiced concern that those tax dollars could be better spent by improving businesses that already exist within city owned properties or towards improving law enforcement requests for bullet proof vests or improving security coverage for more help at local events. She inquired why the city wants to give away tax

dollars to businesses that should have in their business plan what they are going to make based on their clients in their niche that are in this market. She suggested reining this in and not adding on another way to give away the tax dollars because it is not fair to the businesses that have been here. She suggested using those dollars to invest in something that everyone in the community can benefit from by a property tax reduction, or increasing law enforcement security in the community. It is her position that giving away tax dollars is not the best thing that can be done for the Mandan residents. She noted that she does not believe there are any restaurant business owners on the MGF Committee, thus noting that the group is not represented well on the committee.

Don Boehm, Vice Chairman of the Mandan Growth Fund (MGF) Committee came forward to speak. He stated when he has an opportunity to talk with people around the city, they repeatedly state “What we need are restaurants”. They are tired of going to Bismarck all the time to go eat, we need more restaurants. The only way to do that is to enhance programs so we can draw more businesses. The MGF Committee has attempted many times to bring new businesses to Mandan. (New) Businesses will not come on their own accord. To say that there is no tax revenue that’s going to be derived, yes, we will give the 1% rebate back; but what is important is that these businesses that come, they will pay the property tax. The more assessed value you have in the city the lower the mill levy for everybody. The restaurants also pay the one-half percent sales tax which goes towards the county jail. They also pay a 1% city restaurant tax that also helps fund the capital construction. They also pay the three-quarters of 1% which is what we need to fund the sports complex. All the MGF Committee is trying to do is enhance or entice more restaurants to provide more options for Mandan and its residents.

Wayne Papke came forward and stated he is not opposed to bringing restaurants to Mandan. However, he believes there are better ways to attract them to the community. He asked why the hospitality tax is not being used for this. He said that is because the City of Mandan has already given that away for the next three (3) years to the YMCA; therefore, there is not anything left to give to the restaurants. His point on that is that the City has given, (in different respects,) all the money out and therefore there is no more money to give out. When the city starts dipping into the sacred cow “the sales tax” that is in his opinion, the last resource. The (city’s) reserve funds are still intact, which is good. But this is the city’s last revenue item that can be given away. He stated he agrees with Susan Beehler about the property tax. For every dollar given away within this Program, the taxpayer’s levy goes up 50 cents on the dollar. Therefore the city is increasing the pressure on the taxpayer’s property taxes and increasing property taxes versus if the incentive was there paying down the property tax. It is his opinion that by approving this, the property taxes will in essence be increased. He also said that by approving this it would be unfair to existing restaurant owners who have paid all taxes all along, and received no such (tax) breaks from the city. In comparison to West Fargo, the less government involvement, the better the city has done with their programs. They are investing in the basics: police, fire, the infrastructure; and the businesses are coming along just fine because the city government does not get in their way. He discouraged the passing of this program and encouraged the Commission to find a better way to offer incentives for restaurants to come to Mandan.

Don McGuire, a Mandan resident who is a part-investor of the Mandan Comfort Inn and Suites and is also a commercial contractor, came forward. He indicated that he has been involved with investments of businesses and stated that he is aware of a restaurant business who is interested in coming to this area. However, there is a good chance he will build in Bismarck rather than Mandan. He said that when he showed the party the land by the Mandan Comfort Inn and Suites, these were the contentions: The land in Mandan cost slightly less (than land in Bismarck) and the infrastructure is already in place. However, the cost of the building was the same but the Mandan property taxes will eventually be higher. However, there is more traffic and roof-top counts in Bismarck. Well, obviously he is going to Bismarck to build his place. Mr. McGuire said that he agrees with Ms. Beehler and Mr. Papke's comments about the sports arena matter as alluded to. He said that he hears from customers who have stayed at the Mandan Comfort Inn and Suites who come to Mandan for events but the big thing is they are not staying at our hotel because there is no place to eat in that area. People are coming (to Mandan) for the sports events but they are going to Bismarck's restaurants and hotels. He pointed out that nationally and in western North Dakota, there are very few cities the size of Mandan that do not have a true restaurant /bar and grill.

Mark Weide, Mandan Growth Fund Chairman, came forward and stated that the Flex PACE programs have been successful in Mandan in the past and pointed out that many jobs have been created, new facilities have been built and tax dollars have been generated. However, not everyone is successful (in their business) as there is no guarantee with anything. The Restaurant Rewards Program has built-in clauses, and he reviewed some of those and said they are all on an earned basis. The Flex PACE program is held in escrow. If they don't make their payments, the money is refunded back to the city. There is a cap limit on it and it is spread out over the amortization of the loan or it can be bought down to 1% until it is used up. He said that because the MGF was challenged to create a program to bring some restaurants into the community, which is a key thing the community is looking for, this is what was agreed upon and presented to the City Commission. On behalf of the MGF Committee, Mr. Weide recommended approval of the Restaurant Rewards Program as outlined by Business and Communications Development Director Huber.

Mayor Van Beek commented that a main complaint heard today is giving away taxes and that there are restaurants already established in Bismarck that will not do any good for Mandan. He does not agree with those comments. He encouraged Commissioners to think outside the box by offering some type of incentive. If the 1% sales tax is enough of a savings for a business to say "I'm giving up" the roof top counts or car counts in Bismarck (do not matter) and they decide to come to Mandan (to open their business), we hope they will be successful and we hope they will be a thriving business in the community that will serve the Mandan citizens. Mayor Van Beek stated he supports the Restaurant Rewards Program and that he is in favor of offering an incentive to prospective businesses to entice them to locate in Mandan.

Mayor Van Beek provided a second announcement for anyone to come forward to speak on this matter. Wayne Papke requested Mayor Van Beek to clarify his comment about

restaurants coming to Mandan that are already available in Mandan. Commissioner Tibke called for a point of order stating that anyone wishing to speak is to come up to the podium and speak for it to be proper.

Mayor Van Beek asked for any further comments from the public or the commissioners and hearing none, this portion of the public hearing was closed.

2. *Consider approving Resolution determining insufficiency of protests for Street Improvement District 206, Project 2016-07(Big Sky Additions).* Planning & Engineering Director Froseth stated that on March 1, 2016, the Commission approved the resolution creating the district, Resolution approving Engineer's Report, Feasibility Report and Resolution of Necessity for Street Improvement District No. 206, Project 2016-07 Big Sky Addition. He said that in February 2016, optional public input meetings were held to get input from property owners within the district prior to taking the matter to the City Commission. Following the March 1, 2016 meeting, a notice was published in the Mandan News in accordance with ND Century Code and letters were sent to addresses of all property owners of record in this district. The protest period ended April 4, 2016. There were letters of protest representing 6 lots received for this project which is about 22% of the district area which is below the percentage of 50% required for protest. It was recommended that the project move forward. When this was discussed with the Commission on March 1, 2016, there was discussion of a base bid and an alternate. The base that will be constructed will be to pave 31st Street, Hillside Road, and Jude Lane (south of Hillside Road). If property owners install sewer and water before the paving project were to start, the project will start north of Jude Lane.

Mayor Van Beek announced this is a public hearing and invited anyone to stand and speak for or against the project at this time.

Marty Moen, representing HM4, LLC property owners at 1627 31st St. NW, came forward to speak with concerns of a section of 31st Street NW (from Sunset Drive to Lot 7). He is the owner of Lot 7 of the Missouri Valley Addition, stating that he is not opposing construction of street improvement District 206 Project No. 2016-07. He said he is also the builder of this apartment complex. But he indicated that he is protesting how the units are allocated. He has surveillance cameras throughout the property and has conducted an informal traffic observation through the cameras and has seen zero benefit to his property and that building costs should be assessed to Unit 1627 on 31st Street Northwest. He stated he is aware of an informal observation of traffic that was done in order to figure out who benefits and he suggested that a more formal study of benefits would be appropriate to allocate out the costs of the project.

Commissioner Rohr stated he observed the project site and commented that the easement road is rough and it is hard to drive through there. Mr. Marty Moen stated there is no use for that easement and in case of detrimental weather no emergency vehicle would attempt to use that road. It is not a necessary easement to use for the property as it was designed.

Jim Moen, JDS Holdings, LLP came forward to speak. He said that JDS Holdings owns lots 5 and 6 of Missouri Valley Addition (1611 and 1619 - the apartment buildings), and said that these properties will have no benefit from the proposed street improvement project so they should not be part of the assessment district. When these lots were under construction a temporary construction easement access was obtained from the owner of the adjacent property at Big Sky Estates Addition. The temporary easement expired on 12/15/15. A permanent access road in the NE corner of the properties was constructed with access coming off Sunset Drive. JDS shared the cost of that access road with the owner of lot 7, HM4, LLC. HM4, LLC who granted an easement to JDS for access to its property. The residents at 1611 and 1619 31st Street use the unapproved gravel access point to Jude Lane on a limited basis. As per the plat map of the project the Missouri Valley Addition lots do not connect with Jude Lane so the lots do not have access to the streets in the project. JDS and HM4 were required by the city to make adjustments to the site plan to get approval from the Fire Marshal because the Fire Marshal would not allow temporary construction access easement to be used. These adjustments allowed for adequate space in the private drives and parking spaces for fire department equipment to be able to loop through the property in order to enter and exit from the private drive off of Sunset Drive. Due to the above, the normal traffic patterns of JDS tenants, it is believed that these properties should not be part of the proposed special assessment district. Mr. Jim Moen said he does not object to the project, but he believes these lots should not be part of the assessment district.

Mayor Van Beek announced once again that this is a public hearing and invited anyone to stand and speak for or against the project at this time. Hearing none, this portion of the public hearing was closed.

Commissioner Rohr questioned Director Froseth as to what percentage of the assessment district would be affected if these lots (owned by Jim Moen) were taken off? Director Froseth stated that each of the properties mentioned was allocated four units of cost and each unit of cost was estimated at \$26,000 so each property x 4 equals about \$104,000 x 3 properties would be around \$315,000. The total project cost is estimated at \$1,264,680. The records do show an access easement. Commissioner Labor inquired if the property owners were notified of the City Engineer's evaluation and that it was fair and upfront. Director Froseth stated that public input hearings were held and letters were sent to all the property owners in the area. At those meetings, there were discussions on the traffic that was observed using the roads and a lot of the comments were to the effect that a lot of traffic was observed. He explained that what was proposed is four units per apartment property of cost allocation with each apartment building having either 36 or more units within. So it actually divides out to about 1 unit of cost per 9 living units of apartments. City Attorney Brown stated that the Engineering Department at this phase of the project has not determined which properties pay how much for this project. That is determined after the conclusion of the construction, by the Special Assessment Commission. Their determination may not be the same as the Engineering Department suggests at this point.

Commissioner Labor moved to approve the Resolution determining insufficiency of protests for Street Improvement District 206, Project 2016-07(Big Sky Additions).

Commissioner Tibke seconded the motion.

Commissioner Rohr commented that the Big Sky Additions has been discussed now for several years and it has been difficult for the City to determine a viable way to get it paid for. It is a difficult terrain in that area and the City has put a lot of effort into this matter and he feels the City has done the best that it can under the circumstances.

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

F. BIDS:

1. *Consider the award of bids for Municipal Sidewalk Improvement Project 2016-05 and approving the Resolution approving the contract and contractor's bond.* Planning & Engineering Director Froseth reported that five bids were received on March 15, 2016 for this project. The engineer's estimate was approximately \$83,000 for the remove and replacement of the sidewalks for the upcoming construction year. Fleck and Sons Concrete was the low bidder in the amount of \$68,115.00. It was recommended to award the project bid to Fleck and Son's.

Commissioner Laber moved to approve the award of bids for Municipal Sidewalk Improvement Project 2016-05 and approving the Resolution approving the contract and contractor's bond to Fleck and Sons Concrete in the amount of \$68,115.00.

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

2. *Consider for approval the award of the Lawn and Weed Spraying contract to All Pest Control.* Public Works Director Wright stated that on March 23, 2016, bids were opened for the lawn and weed spraying contract. Two bids were received but one bid did not include the bidders bond so the bid was considered a nonresponsive bid. The contract includes noxious weed spraying, weed and feed on city owned lots, non-noxious weed spraying and total kill applications. Advertisements for bids were published in the newspaper, the website and 10 companies in the Bismarck-Mandan area were contacted. It was recommended by the Weed Board to award the bid to All Pest Control in the amount of \$13,643.

Commissioner Rohr moved to approve the bid award for the Lawn and Weed Spraying contract to All Pest Control in the amount of \$13,643. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider award of low bid for Old Red Trail reconstruction to Veit contingent upon NDDOT concurrence.* Planning & Engineering Director Froseth said this request is for awarding a bid for the Street Improvement District 205 Project 2015-06. On February 2, 2016, the Commission approved the creation of Street Improvement Project No. 205

and approved the resolution approving Engineer's Report, plans and specs and the Resolution of Necessity. On March 15, 2016, the Commission approved the Resolution of Insufficiency of Protest. Since the project is receiving federal funds it was bid through the NDDOT bid opening system. On March 18, 2016, the bids were opened by the NDDOT. Veit and Company of Rogers, MN, was the low bidder in the amount of \$3,761,743.90. The bid is 22% lower than the engineer's estimate. Since the bids came in under estimate the local share will be reduced appropriately and be less than previous estimates. The local sources of funding that will require less allocation because of lower than expected bids include sales tax fund, property tax, special assessments and hub city funds or utility fund to pay for the water main replacement portion. It was recommended to accept the bid received from Veit and Company of Rogers, MN, in the amount of \$3,761,743.90.

Commissioner Laber moved to approve the bid award for Old Red Trail reconstruction to Veit and Company in the amount of \$3,761,743.90 contingent upon NDDOT concurrence. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider concurrence with NDDOT for award of low bid for Twin City Drive and Main Street traffic signals to Edling Electric Inc.* Planning & Engineering Director Froseth presented a request to consider a bid for Twin City Drive and Main Street traffic signals. He said that the existing traffic signals at Twin City Drive and Main Street are beyond their life expectancy and they are due for replacement. This project would consist of replacing all posts, mast arms, and equipment. It will incorporate the latest in ITS for optimum intersection efficiency. Since the project is receiving federal funds it was bid through the NDDOT bid opening system through the DOT process. On March 18, 2016, the bids were opened. Edling Electric, Bismarck, ND, was the low bidder in the amount of \$213,578.75. The bid is 48% lower than the engineer's estimate. It was recommended to approve the bid from Edling Electric.

Commissioner Laber moved to approve the award of low bid for the Twin City Drive and Main Street traffic signals to Edling Electric Inc. in the amount of \$213,578.75 contingent upon NDDOT concurrence. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

G. CONSENT AGENDA

1. *Consider request to allow BMHBA signs within city right of way during the week leading up to the home show.*
2. *Agreement with KLJ for Engineering for Lakewood 9th Street Improvement District 204 Project 2016-06.*
3. *Consider the Fire Department's requests for out-of-state travel.*
4. *Consider for approval of the loader lease option and adopt authorization resolution.*

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5. *Consider approval of Millennium Trail Cost Participation and Maintenance agreement.*
 6. *Consider approval of the following proclamations: (i) Proclaiming April 5, 2016 as Mayors Day of Recognition for National Service in the City of Mandan; (ii) Proclaiming April 8, 2016 as Wear Blue Day in the City of Mandan; (iii) Proclaiming April 10-16, 2016 as National Public Safety Telecommunications Week in the City of Mandan.*
 7. *Consider approval of site authorization for Horse Race ND at Strawberry Bar & Grill from April 15, 2016 through June 30, 2016.*
 8. *Consider approval of Annual Site Authorization for Abate of ND at the Hideaway Bar from July 1, 2016 through June 30, 2017.*
 9. *Consider approval of Special Sunday openings for Lukes Bar LLC dba Silver Dollar Bar: April 3, 2016 through June 26, 2016.*
 10. *Consider Police Department 2016 General Fund Budget Transfer.*

Commissioner Laber moved to approve the Consent Agenda items 1, 3, 4, 5, & 7-10, as presented, excepting items No. 2 and No. 6 to be removed for further discussion.

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

Consent Agenda Items removed for discussion:

2. *Agreement with KLJ for Engineering for Lakewood 9th Street Improvement District 204 Project 2016-06.* Commissioner Laber stated she requested this item be pulled for discussion due to it being a request for the approval of an engineering services agreement for an improvement district. She indicated that the Commission does not normally enter into these agreements in this manner. She inquired why “we are breaking our rules” when it is their rule to bring it before the City Commission. She questioned whether this binds the Commission into something that she was not previously aware of. Director Froseth explained that it has not been standard practice for the City Engineer’s Office to enter into an engineering service agreement for street improvement districts near developments. There is an inherent motivation on the part of the developer to keep those costs in-check because those costs of engineering and construction as well as any administrative change orders that come about can be assessed to the district. In the past, there has not been any formality with engineering service agreements for street improvement districts and it may not be a bad way to move to going forward so there is a clear understanding before getting into the project itself. This is also a new process on KLJ’s part, (having an engineering service agreement for a new development), but their management staff needs this agreement for them to be satisfied.

Commissioner Laber suggested changing the City’s process to doing business this way so there is a formal agreement on file between the staff and the third party contractors that are working with those street improvement districts so there is a joint oversight in place. Director Froseth pointed out that many times the Engineer’s Office does not know what developer is working with what engineer on these development projects until it gets to the point of commission for the street improvement district request so they may have

completed a lot of engineering before it is presented to the City. They have already opened bids on this project and they are already to the construction part of this project.

Commissioner Laber moved to approve the Consent Agenda Item No. 2. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

6. *Consider approval of the following proclamations: (i) Proclaiming April 5, 2016 as Mayors Day of Recognition for National Service in the City of Mandan; (ii) Proclaiming April 8, 2016 as Wear Blue Day in the City of Mandan; (iii) Proclaiming April 10-16, 2016 as National Public Safety Telecommunications Week in the City of Mandan.* Mayor Van Beek read the three proclamations aloud.

Commissioner Laber moved to approve the Consent Agenda Item No. 6. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

H OLD BUSINESS:

1. *Consider a Mandan Growth Fund Committee recommendation to establish a restaurant rewards program.* Business Development Communications Director Huber added the following points subsequent to her earlier presentation: She said there are really four points as to how this program will benefit the Mandan community and its economy: (i) There have been two household surveys and Nielson data done in the last decade that indicate that restaurants are a top demand (in Mandan) only second behind a general merchandise store which has been achieved; (ii) It impacts our ability to attract visitors to our community and to retain them for longer periods of time for further expenditures. We have tremendous events in our community, but we need a more robust hospitality business sector in order to attract more visitors and retain them for longer periods of time; (iii) (Existing) Businesses tell us how important it is to have restaurants in the community; (iv) It is a significant way to generate additional tax revenues for the community in property tax, in increasing property values by occupying buildings, new construction, increasing the tax base as a whole and many other revenues. There has been favorable support (for the Restaurant Rewards Program) from the real estate sector, the financial institutions and commercial lenders that have participated in the discussions of this program thus far. There are definite interested prospects if this program is approved. Director Huber explained that in regard to the questions about what existing tools are still available: the Store Front Improvement Program is in effect for the greater main street downtown area including Memorial Highway corridor. The Retail Incentive Program is available for businesses on smaller scales and it is maxed out at \$20,000 per project under current approved guidelines. This is a program to help with overall initial business start-up costs and the qualifications are rated on a series of 13 factors in order to qualify.

Director Huber summarized the Restaurant Rewards Program stating that the beauty of the proposed 1% sales tax rebate is its simplicity. And there will be very few dollars rebated if that restaurant is not successful. If they do not generate sales, they will not be successful in the long run. So the goal is for restaurants that are long term and successful will generate far more in sales tax revenues in the future than are ever rebated in that short term initial period.

Commissioner Laber commented that the focus of this request should be that this is “an incentive” which is a small piece of the pie. According to the US Census Bureau, half of the new establishments survive for 5 years or more. So it is risky. If someone is willing to take the risk, if you do not perform, if you do not have a product that people want then people will not patronize you and you will not be successful. There is risk and with risk you need an incentive. It is a rebate. It is an incentive. It is not something that is going to be coming out of your direct bill and when your property tax comes, that is not how this works. If people choose to eat here, they pay sales tax. If you pay sales tax, that money goes to different programs. Having a \$23 million dollar leakage as Director Huber indicated is a huge leakage and we cannot continue to afford having prospective business owners going somewhere else. We need to keep this here. We still get all the other benefits. Commissioner Laber stated that in her opinion it is a small incentive and it should be considered.

Commissioner Laber moved to approve the establishing the Restaurant Rewards Program. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

I. NEW BUSINESS:

1. *Update on transition to Central Dakota Communication Center (CenCom).*
Mike Dannenfelzer, Communications Director of the Central Dakota Communication Center (CenCom), presented an update on the transition of the City of Mandan’s Public Safety Communication services to what is now called the Central Dakota Communications Center. This transition started the week of January 4, 2016 wherein emergency and non-emergency calls for service for the City of Mandan Police and Fire Departments and Metro Area Ambulance Service shifted over to the newly formed CenCom organization. Regular monthly meetings have been held by the Executive Committee to monitor the status of the transition to make sure everything was working smoothly. The Board of Directors has also met monthly to review the progress. A transition to the normal schedule will occur in April wherein meetings will move to a quarterly basis for the Executive Committee and the Board of Directors will meet 2 or 3 times per year. An Operational Committee meets on the 1st Tuesday of the month to discuss operational matters. There is also a Technical Committee that has met in the past and will be meeting sometime probably in early May to discuss replacement of CAD records mobile system and determine when that will occur and how that will be funded. He provided highlights of the calls received and how they compared to previous calls. There was roughly an increase of an additional 600 calls in February and March for the City of Mandan. He reported that the staff has adjusted well to the new process and

operations much to the assistance of the Mandan Police and Fire Department and Metro Ambulance.

Fire Chief Nardello reported that as far as the radio communications since the switch to CenCom, all staff members are very pleased with the exception of one. Chief Nardello explained that the one is not “displeased”, but he just does not understand why a switch was made. He said that at the beginning of this switch there was speculation that Mandan would not get equal attention. He noted that when discussions occur, it is not about jurisdiction or agencies, rather it stems around how we can work better together and get better information. For example, he said it is helpful to learn and know how departments can share their warrant information. It is working very well. There is an electronic emergency medical dispatch which is very helpful to the fulltime firefighters because it will tell them pretty much in advance what type of a medical call it is and how to respond. Almost all the patient information that is needed is contained in the CAD narrative dispatcher. There have been no problems with the CAD going down. He has had conversations with Deputy Chief Bier who has indicated the police department is pleased with the service as well.

2. *Consider the city water system projects to submit to the State Water Commission for 2017-19 funding.* Planning & Engineering Director Froseth stated that city staff have met with AE2S staff and developed a short list of water projects for the 2017-2019 biennium. The State Water Commission grant monies have been approved for the 2015-2017 water projects that were before this Commission recently; so it is hopeful that they will grant monies for the 2017-2019 projects as well. The items on the short list include: (i) Collins Reservoir Roof Replacement; (ii) the 30” Sunset Avenue Reservoir Transmission Main replacement; (iii) Boundary Road Pressure Reducing Valve (PRV) NW; and (iv) Conventional Intake (Construction). If the City receives 60% State Water Commission grant money for the 2017-2019 term, (as it did for the 2015-2017 biennium), the City would still have to come up with a local cost share of approximately \$7.8 million. In working with the Finance Department, that would represent about a \$5.26 increase in the residential monthly utility bill. It was recommended to approve the four projects listed for SWC grant consideration.

Commissioner Laber moved to approve the four projects listed for State Water Commission grant consideration. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider Architectural Services recommendation for the Public Works Expansion Project.* Director of Public Works Wright stated that on January 19, 2016, the Commission approved the advertising for Professional Architectural Services for the existing Public Works Expansion project. A panel of 5 individuals reviewed the four request proposals received and rated each firm on the Request for Proposals (RFP) evaluation criteria. EPIC Engineering was scored the highest. In checking references, EPIC Engineering was found to be a good firm to work with and kept projects within budget and on time. He also met with staff onsite who reviewed different options and

ways to satisfy the City of Mandan's needs for this project. A concept drawing and an estimate for that concept drawing was provided to the Commissioners in their packets. By moving forward with negotiating a contract with EPIC Engineering, we will be able to plan for this project and allow us to bring the cost estimate within the budget. Director Wright requested approval to begin negotiations with EPIC Engineering and bring a proposal back to the Commission for approval at the next meeting on April 19th. If approved, the bidding and design process would begin with construction scheduled to start in September 2016 with anticipation of completing the project on or before May 2017. It was recommended to move forward with a negotiation process with EPIC Engineering with City staff and City Attorney Brown for the architectural and engineering services for the Public Works Expansion project.

Commissioner Laber moved to approve the recommendation to negotiate with EPIC Engineering for the architectural and engineering services for the Public Works Expansion project. Commissioner Rohr seconded the motion.

Commissioner Rohr stated that the City will need to be sure to provide proper accommodations in the City Shop area for the next 10-15 years. He recommended that discussions occur with the Park Board regarding their future plans for the land where the football stadium was near the Public Works Shop. There is some available land there that could be of value to the City. He suggested that option be pursued. Director Wright indicated that it will be a joint effort with the Park District to make both projects work. Mayor Van Beek concurred with the recommendation outlined by Commissioner Rohr to work with the Park Board on the land south of the Shop. Commissioner Laber reminded the Commissioners that there is a Joint Meeting with the Mandan Park Board on May 9th at which time this matter could be discussed with the Park Board.

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

J. RESOLUTIONS AND ORDINANCES:

1. *Consider for approval resolution creating private street named Cascade Way in Eagle Ridge First Addition.* Planner Decker stated that when this project was developed there were no streets identified within the project. There were easements created to provide access for various portions of this development but the only street that was available at the time building permits were issued was 12th Avenue. The two buildings that are currently there were both issued addresses off of 12th Avenue. The emergency responders have requested having addresses on a street that pass by the buildings. These buildings are east of 12th Avenue. We are identifying one of the existing improved access easements and placing a street name on it as a private street. There are four more buildings that will be going up in this area and emergency responders would like better location addresses in order to find them. The private street maintenance responsibility remains within the property owners and they are aware of that responsibility. Planner Decker stated that the owner of the property will make sure the streets are properly maintained for the use of these residential apartment buildings.

Commissioner Laber moved to approve the approval of the resolution creating a private street named Cascade Way in Eagle Ridge First Addition. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS:

1. Working Session: Commissioner Laber requested that a Working Session be scheduled in order to discuss the overall business incentive programs in preparation for the upcoming budget process. A temporary date of Friday, April 15, 2016 was discussed. When confirmed, a notice will be provided to the public.

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 7:30 p.m. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners

The Mandan Board of Equalization met in regular session at 7:30 p.m. on April 5, 2016 in the Ed “Bosh” Froehlich Room at City Hall. Present were Commissioners Van Beek, Rohr, Laber and Braun (via teleconference call). Also present were Finance Director Greg Welch, City Attorney Malcolm Brown, City Administrator Neubauer, and City Assessor Shaw. Absent: Commissioner Tibke.

B. NEW BUSINESS:

1. Recess the City Board of Equalization until April 19, 2016 at 7:00 p.m. in the Ed “Bosh” Froehlich Meeting Room at Mandan City Hall, 205 2nd Ave NW, Mandan, North Dakota.

Commissioner Laber moved to recess the City Board of Equalization until April 19, 2016 at 7:00 p.m. in the Ed “Bosh” Froehlich Meeting Room at Mandan City Hall, 205 2nd Ave. NW, Mandan, North Dakota. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

C. ADJOURNMENT:

There being no further actions to come before the Board the meeting adjourned.

Shirley Shaw
City Assessor

Arlyn Van Beek, President
Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 15, 2016
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Public hearing for first consideration of Ordinance No. 1238 creating PUD 2016-01 for Lakewood 8th Addition First Replat

STATEMENT/PURPOSE:

The proposal is to replat Lots 20 through 39 of Lakewood 8th Addition and rezone this area to PUD District 2016-01.

BACKGROUND/ALTERNATIVES:

The request is to modify the plat to create 26 lots where there are now 20 lots in order to develop smaller footprint single family and twin homes. The PUD option is being used to adjust some of the zoning requirements to accommodate these narrower but deeper lots. The standards for R3.2 would allow up to eight more units than what is proposed if all the lots were rectangular at close to the minimum square footage.

The proposal includes development of 4 standard size twin homes (8 units), 5 small twin homes (10 units) and 8 small single family units that are actually half of a small twin home.

The only standard that this proposal doesn't meet is the building footprint requirement in R3.2 of 0.35. Some of the lots will have a building footprint closer to 0.50. The average for the subdivision will be less than 0.35.

Water and sewer lines have already been installed based on the previously approved design. Adjustments will need to be made to accommodate this design. The engineer is coordinating these adjustments with staff. Since the paving project for this area has been bid, there will be a short time window to accomplish these water and sewer adjustments.

The Planning and Zoning Commission reviewed this proposal at their March 28, 2016 meeting and unanimously recommended approval. No one appeared in opposition to the proposal.

The final plat is scheduled for review at the April 25, 2016 Planning and Zoning Commission meeting and, if recommended for approval, will be scheduled for review and final approval at the May 3, 2016 City Commission meeting along with the second consideration of this ordinance.

ATTACHMENTS:

1. Lot layout showing proposed building footprints
2. Ordinance
3. Aerial photo
4. P & Z agenda memo

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this ordinance.

SUGGESTED ACTION:

Move to close the public hearing and consider Resolutions and Ordinances Item Number 2.

LAKWOOD 8TH ADDITION FIRST REPLAT

PUD SITE PLAN

MANDAN, NORTH DAKOTA

PUD ZONING REQUIREMENTS:

- MINIMUM PRIMARY BUILDING SETBACKS
 - FRONT YARD ADJACENT TO ROW: 25'
 - SIDE YARD: 5'
 - REAR YARD: 20'
- MINIMUM ACCESSORY BUILDING SETBACKS
 - FRONT YARD ADJACENT TO ROW: 25'
 - SIDE YARD: 3'
 - REAR YARD: 3'
- MINIMUM LOT AREA
 - SINGLE FAMILY: 4,000 SF
 - TWINHOME: 3,000 SF
 - LOT COVERAGE: 50%



PROPOSED ORDINANCE NO. 1238

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

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

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

Lakewood 8th Addition First Replat located within the City of Mandan, Morton County, North Dakota shall be excluded from the R3.2 Residential District and shall be included in PUD District 2016-01 with the following conditions and restrictions.

- a. All lots shall conform to the requirements of an R3.2 district unless modified herein.
- b. Lots 1 through 8 and 17 through 26 shall be developed with one half of a twin home and lots 9 through 16 shall be developed with single family dwellings.
- c. The minimum lot size shall be 4,000 square feet.
- d. The minimum lot width at the front building line shall be 30 feet.
- e. The minimum side yard setback for a primary structure shall be 20% of the average lot width for the combination of the two side yards for single family lots and 10% of the average lot width for the one side yard for twin home lots.
- f. The minimum side yard setback for a primary structure shall be 5 feet.
- g. The minimum front yard setback for a garage door facing the street shall be 25 feet. Other portions of the structure may be developed within 20 feet of the front property line, including any 2nd floor overhang.
- h. The minimum rear yard setback for a primary structure shall be 20 feet.
- i. The maximum building footprint for all structures on lots 1-6 shall be 50% of the lot area.
- j. The maximum building footprint for all structures on lots 7-8 shall be 45% of the lot area.
- k. The maximum building footprint for all structures on lots 9-16 shall be 35% of the lot area.
- l. The maximum building footprint for all structures on lots 17-26 shall be 40% of the lot area.
- m. The floor area ratio (FAR) for all structures on a lot shall be 0.8.
- n. The property owner shall be responsible to install a sidewalk in the boulevard along the property line prior to occupying the dwelling or within the next construction season after occupancy if this delay is approved by the city.
- o. The property owner shall be responsible to install landscaping within the next growing season after occupancy.
- p. The width of the driveway apron shall be limited to the width of the garage or 36 feet whichever is less.

SECTION 2. RE-ENACTMENT. Section 21-03-02 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

Public Hearing: _____

First Consideration: _____

Second Consideration and Final Passage: _____

Mandan Planning and Zoning Commission Agenda Item
 For Meeting on March 28, 2016
 Mandan Engineering and Planning Office Report
Lots 20-39, Block 2 Lakewood 8th Addition
 Requested Action
Replat and Rezone

| Application Details | | | | | |
|--|--|---|--|-----------------------------------|------------------------------|
| Applicant Verity Homes of Bismarck, LLC | Owner Arthur Goldammer | Subdivision Lakewood 8th | Legal Description Lots 20-39, Block 2 | | |
| Location 24 th St. SE west of 40 th Ave. SE | | Proposed Land Use residential | Parcel Size 1.57 ac | Number of Lots 20, proposed 26 | |
| Existing Land Use vacant | Adjacent Land Uses Residential and future school site | | Current Zoning R3.2 | Proposed Zoning PUD | Adjacent Zoning R3.2 & RM |
| Fees \$925 | Date Paid 2/24/2016 | Adjacent Property Notification Sent 3/1/2016 | Legal Notices Published 3/18/2016 & 3/25/2016 | | |

| Project Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------|-------------|------------|----------|----|------|----|----------------|---|----|----|--------|--|--|-------|---------|--|--|-------|--------------|-------|-------------|------------|--------------|-------|-------|--|------------------------------|----|----|----|------------------------------|----|----|----|------------------|-----|-----|-----|--------------|-----|-----|------|------------|----|----|----|----------------------|---|---|---|----------------------------------|---|---|---|-----------|----|----|----|
| <p>The proposal is to replat the area to increase the number of lots from 20 to 26 and change the zoning from R3.2 to PUD.</p> <p>If all the lots were developed with twin homes, 36 dwelling units could be built in an area this size if it were configured differently. That is 10 more than are being requested.</p> <p>The lots will be narrow and deep. The lot widths are less than what is stated in R3.2 but that is before the lots can be split for sale of each side of a twin home.</p> <p>The front and rear yard setbacks proposed meet those in R3.2.</p> <p>The chart below lists some of the current criteria for zoning districts R7, R3.2 and RM for reference.</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>R7</th> <th>R3.2</th> <th>RM</th> </tr> </thead> <tbody> <tr> <td>Units per acre</td> <td>5</td> <td>12</td> <td>30</td> </tr> <tr> <td>1 unit</td> <td></td> <td></td> <td>4,000</td> </tr> <tr> <td>2 units</td> <td></td> <td></td> <td>5,000</td> </tr> <tr> <td>Lot Area New</td> <td>7,000</td> <td>7,000/3,500</td> <td>5000/2,400</td> </tr> <tr> <td>Lot Area Old</td> <td>5,000</td> <td>3,250</td> <td></td> </tr> <tr> <td>Lot width new, building line</td> <td>60</td> <td>60</td> <td>50</td> </tr> <tr> <td>Lot width old, building line</td> <td>50</td> <td>25</td> <td>40</td> </tr> <tr> <td>FAR single + 200</td> <td>.30</td> <td>.35</td> <td>.40</td> </tr> <tr> <td>FAR multiple</td> <td>.40</td> <td>.45</td> <td>1.20</td> </tr> <tr> <td>Front yard</td> <td>25</td> <td>25</td> <td>15</td> </tr> <tr> <td>Side yard >60, eaves</td> <td>6</td> <td>6</td> <td>5</td> </tr> <tr> <td>Side yard 60 or less, 10%, eaves</td> <td>5</td> <td>5</td> <td>4</td> </tr> <tr> <td>Rear yard</td> <td>20</td> <td>20</td> <td>10</td> </tr> </tbody> </table> <p>The proposed lot size for a single dwelling unit structure varies from 6,281 square feet to 4,735 square feet. R3.2 has a minimum lot size of 7,000 square feet for new lots that can be split in half to 3,500 square feet for</p> | | | | Criteria | R7 | R3.2 | RM | Units per acre | 5 | 12 | 30 | 1 unit | | | 4,000 | 2 units | | | 5,000 | Lot Area New | 7,000 | 7,000/3,500 | 5000/2,400 | Lot Area Old | 5,000 | 3,250 | | Lot width new, building line | 60 | 60 | 50 | Lot width old, building line | 50 | 25 | 40 | FAR single + 200 | .30 | .35 | .40 | FAR multiple | .40 | .45 | 1.20 | Front yard | 25 | 25 | 15 | Side yard >60, eaves | 6 | 6 | 5 | Side yard 60 or less, 10%, eaves | 5 | 5 | 4 | Rear yard | 20 | 20 | 10 |
| Criteria | R7 | R3.2 | RM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Units per acre | 5 | 12 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 unit | | | 4,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 units | | | 5,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lot Area New | 7,000 | 7,000/3,500 | 5000/2,400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lot Area Old | 5,000 | 3,250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lot width new, building line | 60 | 60 | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lot width old, building line | 50 | 25 | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAR single + 200 | .30 | .35 | .40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAR multiple | .40 | .45 | 1.20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Front yard | 25 | 25 | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Side yard >60, eaves | 6 | 6 | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Side yard 60 or less, 10%, eaves | 5 | 5 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rear yard | 20 | 20 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

each dwelling unit. It also allows old lots to be as small as 3,250 square feet.

The proposed twin home lots meet the minimum lot size requirements for R3.2. The minimum lot size for the twin home lots is 4,050 square feet.

105-1-2 allows accessory buildings to be placed within 3 feet of the lot line. The proposal meets this requirement.

The proposed density is 8.52 units per net acre. The allowable density for R3.2 is 12 units per net acre.

The narrowest single family lot is about 34 feet at the building line. The minimum for R3.2 new lots undivided is 60 feet or 30 feet divided. The minimum allowance for old lots is 25.

Agency & Other Department Comments

Engineering & Planning Staff Comments

The water and sewer taps have already been installed so adjustments will have to be made to accommodate the reconfiguration of lots. Some easements will be required where a service line for one unit crosses the yard of another unit. Sanitary sewer service lines can be shared since they are large enough to serve multiple units. Potable water service lines should not be shared since they are not large and can limit water pressure or volume of flow if shared. A two-way cleanout should be installed at the end of the shared portion of a sewer line and that should be the demarcation point between public and private responsibility. The curb stop should be the demarcation point between public and private responsibility for a water line. An additional service charge should be added for city maintenance of a portion of the service lines. Water and sewer demarcation points should be located in the boulevard between the back of the curb and the sidewalk.

The only thing this proposal does not meet is the FAR. The proposal is to have an FAR of 0.5 while the requirement for R3.2 is 0.35. A calculation indicates that the actual FAR based on the proposed building footprints is significantly less than 0.5. The average for the subdivision is approximately 0.33. The FAR for lots 1-8 is 0.47. These lots will need an FAR of 0.5 to allow for an accessory building.

Engineering & Planning Recommendation

Specify that this area be rezoned to PUD 2016-01 with a base zoning of R3.2.

- FAR for lots 1-6 to be 0.5.
- FAR for lots 7-8 to be 0.45.
- FAR for lots 9-16 to be 0.35.
- FAR for lots 17-26 to be 0.4.
- Minimum lot size shall be 4,000 square feet.
- Maximum floor area ratio (FAR) shall be 0.8.

Proposed Motion

Move to recommend approval of preliminary plat.

Move to recommend that final plat be submitted to City Commission for consideration.

Move to recommend rezoning to PUD 2016-01 with a base zoning of R3.2 as modified by staff recommendations.



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 15, 2016
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Public hearing for first consideration of Ordinance No. 1239 creating PUD 2016-02 for Ash Grove Estates Addition.

STATEMENT/PURPOSE:

A portion of Lot 1 and all of Lot 2, Block 1 of the School District Sixth Addition is proposed to be replatted as Ash Grove Estates Addition and rezoned to PUD District 2016-02.

BACKGROUND/ALTERNATIVES:

The Mandan School District determined that this land was no longer needed for school purposes and offered it for sale.

The proposal is to develop this area with 41 single family dwellings in several building configurations and 7 small footprint twin homes (14 units).

Some of the lots will be smaller and the street design standards are being modified to help reduce the cost of the houses. The PUD option is being used to adjust some of the zoning requirements to accommodate these smaller lots and narrower street standards.

A 20 foot wide strip along the southern and western boundary is proposed to be sold to the lots in the adjoining subdivision in order to provide them with deeper back yards. The larger single family lots in this proposed subdivision will back up to the existing subdivision in order to provide a greater separation between existing structures and proposed structures. The smaller lots are located in the middle of the proposed development and along the boundary with the school property where there is substantial open space.

The Planning and Zoning Commission reviewed this proposal at their March 28, 2016 meeting and unanimously recommended approval. A neighboring property owner was present and spoke in favor of the proposal. No one appeared in opposition to the proposal.

Due to soil and groundwater conditions in the area, special care will need to be taken when installing water and sewer lines and constructing streets.

Pending the outcome of this public hearing, the final plat is currently scheduled for review at the April 25, 2016 Planning and Zoning Commission meeting and, if recommended for approval,

will be scheduled for review and final approval at the May 3, 2016 City Commission meeting along with the second consideration of this ordinance.

Things to consider when reviewing this proposal include:

1. The need for lower cost housing has been documented in a regional housing study completed last year. This proposal provides a mix of housing types with varying price ranges. The styles of units proposed have been successfully marketed in the metropolitan area.
2. A primary reason for a zoning code is to set minimum standards for health and safety. However, our code tends to dictate the market. Why do we have a minimum lot size of 7000 square feet? Is there a health and safety reason? If there is, then why do we allow the same house to be built on a lot half that size if it is built as a twin home? By building a twin home the buyer can get more house for the same money because the land cost is reduced. This proposal modifies the standards to reduce that disparity.
3. A concern has been expressed that this proposal is not compatible with the area. The design of this project places all units facing other units within the proposed development. The units that back up against existing units in other developments are the same type as the existing units.
4. The majority of the units are single-family. The number of twin homes proposed is small.
5. Except for the minimum lot size and the size of the house in relation to the size of the lot for some lots, all requirements for an R7 development are being met. Since there are twin homes proposed, R3.2 is being referenced as the base zoning.

ATTACHMENTS:

1. Lot layout showing proposed building footprints
2. Draft ordinance
3. Aerial photo
4. P & Z agenda memo
5. Emails received by Commissioner Laber

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this ordinance.

SUGGESTED ACTION:

Move to close the public hearing and consider Resolutions and Ordinances Item Number 3.

ASH GROVE ESTATES ADDITION

PUD SITE PLAN

MANDAN, NORTH DAKOTA

PUD ZONING REQUIREMENTS:

- DENSITY: 6.0 UNITS/ACRE MAXIMUM
- 56 BUILDABLE LOTS
- MINIMUM PRIMARY BUILDING SETBACKS
 - FRONT YARD ADJACENT TO ASH LOOP: 25'
 - SIDE YARD: 5'
 - REAR YARD: 15'
- MINIMUM LOT DIMENSIONS
 - SINGLE FAMILY: 35' LOT WIDTH
 - TWIN HOME: 30' LOT WIDTH
- MINIMUM ACCESSORY BUILDING SETBACKS
 - FRONT YARD ADJACENT TO ASH LOOP: 25'
 - FRONT YARD ADJACENT TO 37TH: 15'
- MINIMUM LOT AREA
 - SINGLE FAMILY: 4,000 SF
 - TWINHOME: 3,000 SF
 - LOT COVERAGE: 50%
- NON-CONFORMING LOTS (EG: 10B, 15C) TO BE COMBINED WITH ADJOINING PROPERTIES OF WEST RIVER 1ST, WEST RIVER 3RD, OR ASH GROVE ESTATES



ROW: 60' ROW W/31' PAVING - MOUNTABLE CURB



SCALE - 1" = 60'
 VERTICAL DATUM: NGVD 29
 MARCH 1, 2016
SWENSON, HAGEN & COMPANY, P.C.
 Surveyors
 1000 17th St NW
 Grand Forks, ND 58001
 (701) 775-1234
 www.swhagen.com

PROPOSED ORDINANCE NO. 1239

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

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

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

Ash Grove Estates Addition located within the City of Mandan, Morton County, North Dakota shall be excluded from the R7 Residential District and shall be included in PUD District 2016-02 with the following conditions and restrictions.

- a. All lots shall conform to the requirements of an R3.2 district unless modified herein.
- b. Lots 1A through 15A and 16 through 20, Block 1 and Lots 1 through 9 and 11 through 22, Block 2 shall be developed with single family dwellings and lots 21 through 34, Block 1 shall be developed with one half of a twin home.
- c. The minimum lot size for the twin home lots shall be 3,000 square feet.
- d. The minimum lot size for the single-family lots shall be 4,000 square feet.
- e. The minimum lot width at the front building line shall be 30 feet.
- f. The minimum side yard setback for a primary structure shall be 20% of the average lot width for the combination of the two side yards for single family lots and 10% of the average lot width for the one side yard for twin home lots.
- g. The minimum side yard setback for a primary structure shall be 5 feet.
- h. The minimum side yard setback for all structures on the side yard facing 37th Avenue NW shall be 15 feet.
- i. The minimum front yard setback for a garage door facing the street shall be 25 feet. Other portions of the structure may be developed within 20 feet of the front property line, including any 2nd floor overhang.
- j. The minimum rear yard setback for a primary structure on Lots 20 through 34, Block 1 shall be 15 feet and for all other lots 20 feet.
- k. The maximum building footprint for all structures on lots 1A through 15A and 16 through 20, Block 1 shall be 30% of the lot area.
- l. The maximum building footprint for all structures on lots 21 through 34, Block 1 shall be 50% of the lot area.
- m. The maximum building footprint for all structures on lots 1 through 9 and 11 through 22, Block 2 shall be 35% of the lot area.
- n. The floor area ratio (FAR) for all structures on a lot shall be 0.8.

- o. The property owner shall be responsible to install a sidewalk in the boulevard along the property line prior to occupying the dwelling or within the next construction season after occupancy if this delay is approved by the city.
- p. The property owner shall be responsible to install landscaping within the next growing season after occupancy.
- q. Lot 10, Block 2 shall be developed as a detention pond that is owned and maintained by all lot owners within the subdivision through a home owners association.
- r. Lots 1B, 2B, 2C, 2D, 3B, 3C, 4B, 4C, 5B, 5C, 6B, 6C, 7B, 8B, 8C, 9B, 9C, 10B, 11B, 12B, 12C, 12D, 13B, 13C, 14B, 14C, 15B and 15C are not buildable lots and may be sold separately.
- s. The width of the driveway apron shall be limited to the width of the garage or 36 feet whichever is less.
- t. The street to be created within this subdivision shall be constructed within an 80 foot wide right-of-way and have a 31 foot wide paved surface with 1 foot wide mountable curbs on both sides.
- u. Sidewalks may be constructed against the property line and fire hydrants may be located between two and seven feet behind the back of curb.

SECTION 2. RE-ENACTMENT. Section 21-03-02 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

 President, Board of City Commissioners

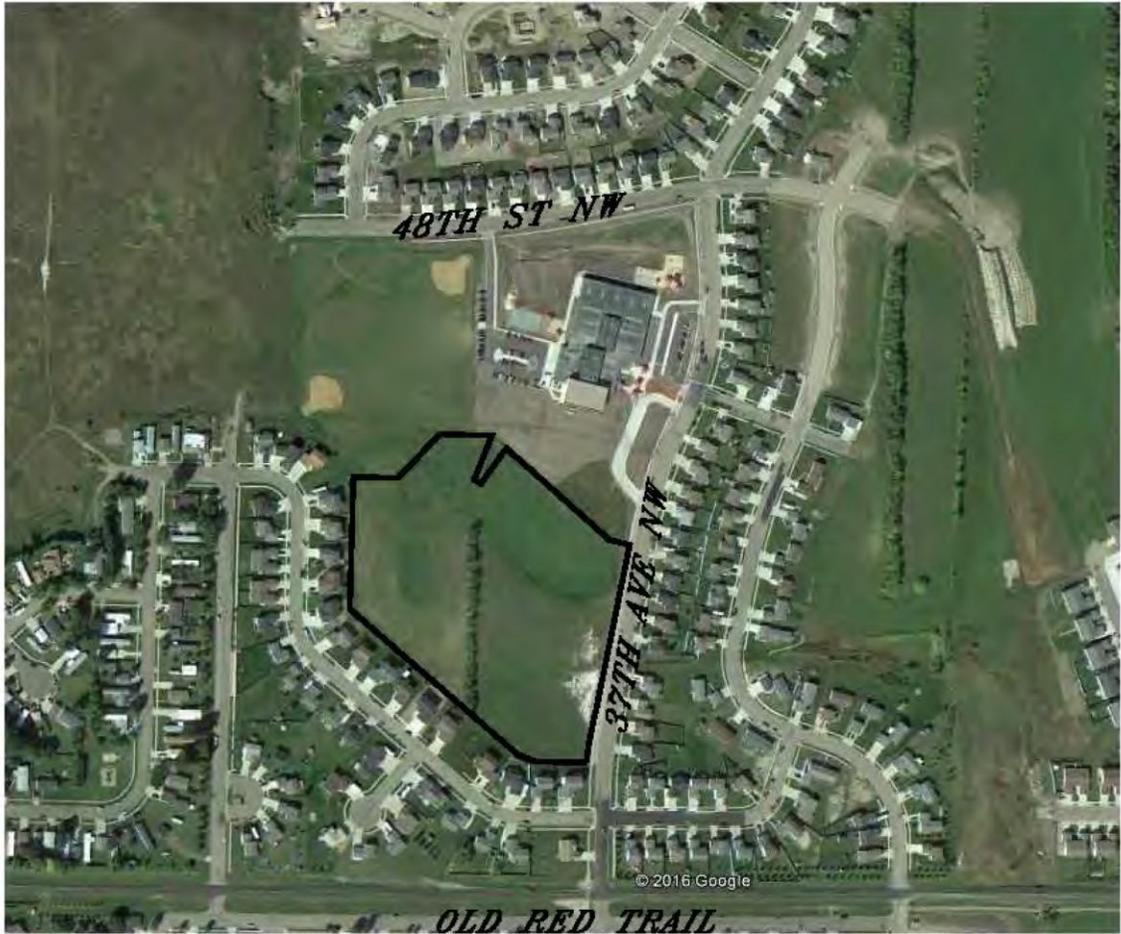
Attest:

 City Administrator

Public Hearing:

First Consideration:

Second Consideration and Final Passage:



Mandan Planning and Zoning Commission Agenda Item
 For Meeting on March 28, 2016
 Mandan Engineering and Planning Office Report
School District Sixth Addition
 Requested Action
Replat as Ash Grove Estates and Rezone

| Application Details | | | | |
|---|--|---|--|----------------------------|
| Applicant Dakota Pioneer Land Company | Owner Mandan Public School district No. 1 | Subdivision School District Sixth Addition | Legal Description portion of Lot 1, Block 1 and Lot 2, Block 1 School District Sixth Addition | |
| Location 37 th Ave. NW north of Old Red Trail | | Proposed Land Use residential | Parcel Size 10.22 ac | Number of Lots 56 + 1 |
| Existing Land Use vacant | Adjacent Land Uses Residential and school | Current Zoning R7 | Proposed Zoning PUD | Adjacent Zoning R7 & RM |
| Fees \$700 | Date Paid 2/24/2016 | Adjacent Property Notification Sent 3/1/2016 | Legal Notices Published 3/18/2016 & 3/25/2016 | |

Project Description

The school district determined that this parcel was no longer needed and offered it for sale. The buyer is making this request.

The proposal is to plat the area for a mix of 42 single family dwellings and 7 twin homes (14 units). A detention pond would also be constructed.

Discussion with the neighbors to the south may result in a portion of the area being deeded to the adjoining lots. That is why some lots have numeric-alpha numbering. The calculations below assume that this will happen.

The single family lots vary in size from 4,248 square feet to 11,610 square feet to accommodate several different dwelling unit configurations. The twin home lots vary from 3,100 square feet to 4,342 square feet.

Potable water and sanitary sewer are available in 37th Ave. NW. Water is on the west side of the street and sewer is in the center.

The chart below lists some of the current criteria// for zoning districts R7, R3.2 and RM for reference./

| Criteria | R7 | R3.2 | RM |
|----------------------------------|-------|-------------|------------|
| Units per acre | 5 | 12 | 30 |
| 1 unit | | | 4,000 |
| 2 units | | | 5,000 |
| Lot Area New | 7,000 | 7,000/3,500 | 5000/2,400 |
| Lot Area Old | 5,000 | 3,250 | |
| Lot width new, building line | 60 | 60 | 50 |
| Lot width old, building line | 50 | 25 | 40 |
| FAR single + 200 | .30 | .35 | .40 |
| FAR multiple | .40 | .45 | 1.20 |
| Front yard | 25 | 25 | 15 |
| Side yard >60, eaves | 6 | 6 | 5 |
| Side yard 60 or less, 10%, eaves | 5 | 5 | 4 |

| | | | |
|-----------|----|----|----|
| Rear yard | 20 | 20 | 10 |
|-----------|----|----|----|

Agency & Other Department Comments

- Specify no parking along one side of street and reduce street pavement width to widen boulevard.
- Put sidewalk at property line instead of 1' off.
- Put waterline under pavement so trees can be planted in boulevard.
- Put curb stops and cleanouts in sidewalk so they can be located easily.
- Specify different maximum building FAR for groups of lots so overall subdivision FAR is close to the current standard of 0.35 allowed in R3.2.
- Put fire hydrant in boulevard instead of behind sidewalk.
- Restrict width of driveway apron to width of garage (maximum of 36'). If extra parking pad is installed along the side of the garage, driveway must be tapered from sidewalk to parking pad.

Engineering & Planning Staff Comments

Sanitary sewer service lines can be shared since they are large enough to serve multiple units. The typical potable water service line should not be shared since it is not large and can limit water pressure or volume of flow if shared. However, a larger water service line could be installed that would serve 2 units, thus reducing the number of service lines needed. A two-way cleanout should be installed at the end of the shared portion of a sewer line and that should be the demarcation point between public and private responsibility. The curb stop should be the demarcation point between public and private responsibility for a water line. An additional service charge should be added for city maintenance of a portion of the service lines. Water and sewer demarcation points should be located in the sidewalk so they can be easily found. *(This is commentary, not city policy. Details of how connections are made should be documented in PUD ordinance or development agreement.)*

Remove fire hydrants along 37th Ave. and use fire hydrant feed lines to create a loop to serve development. Relocate fire hydrants to intersection corners of new street.

When connecting to sanitary sewer in 37th Ave., special construction requirements must be followed due to groundwater conditions that caused previous street failure. Patch street full way across a minimum of 20 feet wide. *(recommendation)*

This proposal is a mix of uses that meets most of the standards for R3.2 zoning.

- 105-1-2 allows accessory buildings to be placed within 3 feet of the lot line which is what is proposed.
- The allowable density in R3.2 is 12 units per net acre. The proposed density is 7.66 units per net acre.
- The proposed minimum lot size of 3,100 square feet is smaller than the minimum in R3.2 which is half of 7,000 (3,500). The average for all lots is 5,687 square feet with the largest lot having 11,610 square feet.
- Two twin home lots have a combined width of 62 feet or 31 feet per unit. The minimum for R3.2 is 60 feet which is for 2 units or 30 feet per unit.
- The narrowest pie shaped single family lot is approximately 50 feet at the building line which is the allowable minimum for older lots in R7.
- The request is to allow a ground coverage ratio of 0.5. The standard for R3.2 is 0.35. The following numbers are based on the initial submittal of probable housing designs.
 - The principal structure on the single family lots will range from 19% to 28%.
 - The principal structure on the twin home lots will range from 31% to 44%.
 - The average for principal structures in the subdivision will be about 27%.

- Allowing for some accessory structures would push the subdivision average to about 30%.
- The requested front yard setback is 25 feet which is what is allowed in both R7 and R3.2.
- R3.2 requires a side yard of 20% of the width for a single family structure and 10% for the one side yard for a twin home structure. The minimum width is 6 feet for new lots and 5 feet for old lots. The request is to allow a 5 foot minimum side yard.
- Lots 1A and 34 of Block 1 that have a side yard facing 37th Ave. meet the minimum side yard standard but not the 25 foot front yard standard that is normally applied. The request is to allow a side yard of 15 feet for these lots.
- R7 and R3.2 allow a 20 foot minimum rear yard. The request is to reduce this to 15 feet.
- The proposed structures meet the height limit of 2.5 stories.

The design of the development does not impact surrounding development. None of the units will face units in another subdivision.

The proposed street is narrower than the design standard. Code Section 109-3-2 lists the local road right-of-way width as between 66 and 80 feet. The request is for a 60 foot right-of-way with 31 feet of paving. One 9 foot parking lane and two 11 foot driving lanes equals 31 feet. Since this is not a through street, there will be only local traffic and the speed limit will be low. If a delivery truck happens to stop on the no parking side, there will still be adequate space to pass. Since most units will have 4 parking spaces on-site (2 garage, 2 outside) and some units will have 6, parking along one side of the street will be adequate for guest parking.

Engineering & Planning Recommendation

- Adjust street design to shrink the width of the pavement and limit parking to one side of the street as recommended at the study session.
- Specify 0.5 maximum lot coverage for twin home lots and 0.35 maximum lot coverage for single family lots.
- Allow a minimum side yard of 5 feet.
- Allow a minimum rear yard of 15 feet for the twin home lots.
- Allow 15 foot side yards along 37th Avenue NW for Lots 1A & 34, Block 1.
- Recommend that side yard fences be installed along 37th Avenue NW for Lots 1A & 34, Block 1.
- Recommend that fences be constructed along the boundary of the subdivision.
- Place sidewalks against property line to allow for wider green area in boulevard.
- Place waterline under pavement.
- Require special pavement repair design for sewer connection on 37th Avenue taking into consideration previous groundwater problems.
- Place fire hydrants between 2 feet and 7 feet behind back of curb on no parking side of street.
- Recommend that detention area be fenced.

Proposed Motion

Move to recommend approval of preliminary plat.

Move to recommend that final plat be submitted to City Commission for consideration.

Move to recommend rezoning to PUD 2016-02 with a base zoning of R3.2 as modified by staff recommendations.

From: Blaine Kincaid <bkincaid@hitinc.org>
Date: April 7, 2016 at 1:34:01 PM CDT
To: "shauna.laber@cityofmandan.com" <shauna.laber@cityofmandan.com>
Subject: Rezone R3.2

Hi Shauna

The land directly south of Red Trail Elementary has been requested by Verity Homes to rezone to allow for twin homes.

I live at 4204 Lewis Road NW and by rezoning this area to twin homes is not a good idea. For the current property owners on Lewis Road or 37th street specifically as it will bring the value down of the houses in that area.

These zoning should stay how it is zoned for single family homes only! This is WRONG and not good for the city of Mandan and the homeowners in that area. Develop these twin homes north or somewhere else. Verity is just trying to make as much money as they can in this small 10 acres.

If you do allow this, I would appreciate if Verity puts in covenants as well as to specific criteria for sheds and fences so that it continues to look nice in the area.

This didn't even make sense to sell this property in the first place, for \$300k or less is what I heard. Where did that money that the school district go then? They should have just turned this land into extra softball or soccer complexes in my opinion as the land is "soupy" as I call it when it rains and with snowmelt already. I can't imagine any homeowners wanting to buy any homes in that area for that reason. The water table is extremely high. For that issue, talk to the residents on 37th St.

Thank you Shauna for your time and would appreciate you take into consideration that twin homes should not be allowed. If indeed the commission agrees they would be allowed due to getting taxes out of them, then I would ask that there be covenants in place for all the properties.

From: michael lindbo <michael.lindbo@gmail.com>
Date: April 5, 2016 at 4:36:06 PM CDT
To: <shauna.laber@cityofmandan.com>
Subject: Property south of old red trail.

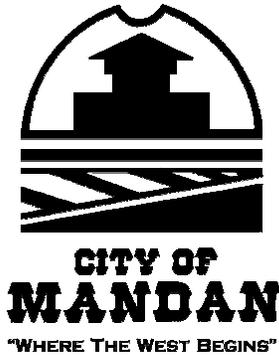
Hello, I have held my tongue long and hard about all the ludicrous planning in Mandan and the bumping up of my taxes ever year since I moved here four years ago. I planned and looked for a property where it was going to be single family homes and a good community. If you allow verity homes to rezone the property south of the school then you may see every family pack up and move. You should give back all the tax increase because my house value will just have gotten squashed by more stupid planning by this city. It seems that we have to many of the builders in the city that have the Government in their pockets. Whatever they want goes. What the Property owners want have no say. Please consider not allowing them to rezone. If so I will sell my house and move from Mandan before they get built so I don't loose my butt off because of property value.

From: coreyschaff@hotmail.com <coreyschaff@hotmail.com>
Date: April 5, 2016 at 5:13:52 PM CDT
To: <shanna.laber@cityofmandan.com>
Subject: Verity Homes rezoning request.

* Verity Homes (formerly Red Deer) has submitted a plan to the Mandan Planning and Zoning Commission for the land directly south of Red Trail Elementary. In this plan they have a request to rezone to R2.2 to allow for twin homes **

I am writing to you to inform you that as a neighbor to this land, I oppose the rezoning request. This land should stay zoned for single family dwellings. I hope you will seek out the opinions of the neighborhood before making any decision on this and listen to your constituents.

Thank you,
Corey Schaff
5001. 99th Ave NW,
Mandan.



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 14, 2016
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 201, Project 2015-11(Meadowlands Addition).

STATEMENT/PURPOSE: This is a review and possible award of bid for Street Improvement District No. 201, Project 2015-11 (Meadowlands Addition).

BACKGROUND/ALTERNATIVES: We received two bids on April 5 for the project and Mariner Construction was the low bidder. The bid amount was \$428,523.00. The Engineer's estimate was \$477,321.50. The bid is 10% lower than the engineer's estimate.

ATTACHMENTS:

1. Bid Tabulation
2. District Map
3. Resolution approving Contractor and Contractor's Bond

FISCAL IMPACT: The Project will be paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$428,523.00 plus the engineering and administrative cost of \$149,983.05 totaling \$578,506.05. The special assessments will be assessed to the benefiting property. There are 35 acres in this special assessment district which brings the amount to be assessed to an estimated \$0.38 per square foot.

STAFF IMPACT: Minimal

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 201, Project 2015-11 (Meadowlands Addition).

Page 2 of 5

RECOMMENDATION: We would recommend awarding the project.

SUGGESTED MOTION: Move to award the bid to Mariner Construction as the low bidder of Street Improvement District 201 Project 2015-11 (Meadowlands Addition) in the amount of \$423,523.00 and approve the Resolution approving Contract and Contractor's Bond.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 201, Project 2015-11 (Meadowlands Addition).

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**CONSTRUCTION OF STREET PAVING & LIGHTING
STREET IMPROVEMENT DISTRICT 201 - PROJECT 2015-11
MEADOWLANDS ADDITION**

April 5, 2016

| GRADING ITEMS | QUANTITY | MARINER CONSTRUCTION | | NORTHERN IMPROVEMENT | |
|----------------------------------|-----------|----------------------|---------------|----------------------|---------------|
| | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| Grading | 1 LS | \$ 15,000.00 | \$ 15,000.00 | \$ 18,251.00 | \$ 18,251.00 |
| Subgrade Preparation (1.0' Deep) | 3,830 SY | \$ 2.90 | \$ 11,107.00 | \$ 3.40 | \$ 13,022.00 |
| Subgrade Preparation (1.5' Deep) | 3,830 SY | \$ 3.05 | \$ 11,681.50 | \$ 3.40 | \$ 13,022.00 |
| 4" Topsoiling | 4,500 SY | \$ 1.75 | \$ 7,875.00 | \$ 2.20 | \$ 9,900.00 |
| Seeding (Class IV) | 4,500 SY | \$ 0.55 | \$ 2,475.00 | \$ 0.60 | \$ 2,700.00 |
| Mulching (Straw) | 4,500 SY | \$ 0.55 | \$ 2,475.00 | \$ 0.60 | \$ 2,700.00 |
| 6" Gravel (Class V) | 2,300 TON | \$ 28.20 | \$ 64,860.00 | \$ 30.10 | \$ 69,230.00 |
| | | Subtotal | \$ 115,473.50 | Subtotal | \$ 128,825.00 |

| ASPHALT ITEMS | QUANTITY | MARINER CONSTRUCTION | | NORTHERN IMPROVEMENT | |
|--------------------------------------|----------|----------------------|---------------|----------------------|---------------|
| | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 3" AC Base Course (Class B) | 997 TON | \$ 89.00 | \$ 88,733.00 | \$ 96.60 | \$ 96,310.20 |
| 2" AC Surface Course (Class B) | 665 TON | \$ 89.00 | \$ 59,185.00 | \$ 96.60 | \$ 64,239.00 |
| Bituminous Tack Coat | 600 GAL | \$ 2.75 | \$ 1,650.00 | \$ 2.00 | \$ 1,200.00 |
| Bituminous Seal Course | 6,000 SY | \$ 2.50 | \$ 15,000.00 | \$ 2.50 | \$ 15,000.00 |
| Blotter Sand | 10 TON | \$ 35.00 | \$ 350.00 | \$ 12.00 | \$ 120.00 |
| Adjust Manhole Casting in Asph Pvmnt | 7 EA | \$ 750.00 | \$ 5,250.00 | \$ 833.00 | \$ 5,831.00 |
| Adjust Valve Box in Asph Pvmnt | 2 EA | \$ 375.00 | \$ 750.00 | \$ 306.00 | \$ 612.00 |
| | | Subtotal | \$ 170,918.00 | Subtotal | \$ 183,312.20 |

| CONCRETE ITEMS | QUANTITY | MARINER CONSTRUCTION | | NORTHERN IMPROVEMENT | |
|-----------------------------------|----------|----------------------|--------------|----------------------|--------------|
| | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| Standard Curb & Gutter | 2,807 LF | \$ 15.50 | \$ 43,508.50 | \$ 15.00 | \$ 42,105.00 |
| 4" Concrete Sidewalk | 3,260 SF | \$ 5.65 | \$ 18,419.00 | \$ 4.30 | \$ 14,018.00 |
| 8" Concrete Driveway | 1,272 SF | \$ 6.75 | \$ 8,586.00 | \$ 6.00 | \$ 7,632.00 |
| 6" Concrete Driveway | 548 SF | \$ 6.50 | \$ 3,562.00 | \$ 5.70 | \$ 3,123.60 |
| 2' x 4' Detectable Warning Panels | 2 EA | \$ 218.00 | \$ 436.00 | \$ 172.80 | \$ 345.60 |
| Adjust 72" Type Inlet Casting | 6 EA | \$ 65.00 | \$ 390.00 | \$ 154.40 | \$ 926.40 |
| Adjust 108" Type Inlet Casting | 4 EA | \$ 85.00 | \$ 340.00 | \$ 194.40 | \$ 777.60 |
| | | Subtotal | \$ 75,241.50 | Subtotal | \$ 68,928.20 |

| MISCELLANEOUS ITEMS | QUANTITY | MARINER CONSTRUCTION | | NORTHERN IMPROVEMENT | |
|--|----------|----------------------|--------------|----------------------|--------------|
| | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| Adjust Valve Box in Unpaved Area | 8 EA | \$ 275.00 | \$ 2,200.00 | \$ 272.00 | \$ 2,176.00 |
| Adjust Manhole Casting in Unpaved Area | 2 EA | \$ 500.00 | \$ 1,000.00 | \$ 525.00 | \$ 1,050.00 |
| Erosion Control | 1 LS | \$ 3,200.00 | \$ 3,200.00 | \$ 3,636.00 | \$ 3,636.00 |
| Traffic Control | 1 LS | \$ 13,000.00 | \$ 13,000.00 | \$ 1,250.00 | \$ 1,250.00 |
| Signage | 1 LS | \$ 1,500.00 | \$ 1,500.00 | \$ 2,900.00 | \$ 2,900.00 |
| Striping | 1 LS | \$ 700.00 | \$ 700.00 | \$ 756.00 | \$ 756.00 |
| | | Subtotal | \$ 21,600.00 | Subtotal | \$ 11,768.00 |

| ELECTRICAL ITEMS | QUANTITY | MARINER CONSTRUCTION | | NORTHERN IMPROVEMENT | |
|--------------------------|----------|----------------------|----------------------|----------------------|----------------------|
| | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| Type A Street Light Unit | 8 EA | \$ 3,950.00 | \$ 31,600.00 | \$ 3,888.00 | \$ 31,104.00 |
| Three #2 Conductors | 1,520 LF | \$ 4.80 | \$ 7,296.00 | \$ 4.80 | \$ 7,296.00 |
| Trenching | 1,460 LF | \$ 3.55 | \$ 5,183.00 | \$ 3.50 | \$ 5,110.00 |
| 2" Conduit | 130 LF | \$ 2.20 | \$ 286.00 | \$ 2.20 | \$ 286.00 |
| Junction Box | 1 EA | \$ 925.00 | \$ 925.00 | \$ 918.00 | \$ 918.00 |
| | | Subtotal | \$ 45,290.00 | Subtotal | \$ 44,714.00 |
| | | TOTAL | \$ 428,523.00 | TOTAL | \$ 437,547.40 |

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 201, Project 2015-11 (Meadowlands Addition).

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RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 201
(Project No. 2015-11)

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

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 201 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Mariner Construction whose bid provides for the construction of said improvement at a total estimated base price of \$428,523.00.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 19th day of April, 2016

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator



"WHERE THE WEST BEGINS"

CITY OF MANDAN

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

| CITY DEPARTMENTS | |
|-------------------------------|----------|
| ADMINISTRATION | 667-3215 |
| ASSESSING/BUILDING INSPECTION | 667-3230 |
| BUSINESS DEVELOPMENT | 667-3485 |
| CEMETERY | 667-6044 |
| ENGINEER/PLANNING & ZONING | 667-3225 |
| FINANCE | 667-3213 |
| FIRE | 667-3288 |
| HUMAN RESOURCES | 667-3217 |
| LANDFILL | 667-0184 |
| MUNICIPAL COURT | 667-3270 |
| POLICE | 667-3455 |
| PUBLIC WORKS | 667-3240 |
| WASTEWATER TREATMENT | 667-3278 |
| SPECIAL ASSESSMENTS | 667-3271 |
| UTILITY BILLING | 667-3219 |
| WATER TREATMENT | 667-3275 |

PROCLAMATION

BIKE TO WORK WEEK

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, the City of Mandan is promoting greater public awareness of the importance of commuting by bicycle, bicycle operation and bicycle safety education as a means of reducing reliance on the automobile, reducing vehicle traffic congestion and promoting a healthier and more connected community; and

NOW, THEREFORE, I, Arlyn Van Beck, Mayor of the City of Mandan, do hereby proclaim May 16-20, 2016 as Bike to Work Week, and May 20, 2016 as Bike to Work Day in the City of Mandan to call attention to the importance of bicycles for both recreation and transportation and I further call upon all residents of the City of Mandan to use a bicycle to commute to work or run errands during that week.

Dated this 19th day of April, 2016

Arlyn Van Beck, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



"WHERE THE WEST BEGINS"

CITY OF MANDAN

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

CITY DEPARTMENTS

| | |
|-------------------------------|----------|
| ADMINISTRATION | 667-3215 |
| ASSESSING/BUILDING INSPECTION | 667-3230 |
| BUSINESS DEVELOPMENT | 667-3485 |
| CEMETERY | 667-6044 |
| ENGINEER/PLANNING & ZONING | 667-3225 |
| FINANCE | 667-3213 |
| FIRE | 667-3288 |
| HUMAN RESOURCES | 667-3217 |
| LANDFILL | 667-0184 |
| MUNICIPAL COURT | 667-3270 |
| POLICE | 667-3455 |
| PUBLIC WORKS | 667-3240 |
| WASTEWATER TREATMENT | 667-3278 |
| SPECIAL ASSESSMENTS | 667-3271 |
| UTILITY BILLING | 667-3219 |
| WATER TREATMENT | 667-3275 |

PROCLAMATION

Mandan Dacotah Lions Club STRIDES: Lions Walk for Diabetes Awareness Sunday, May 15, 2016

WHEREAS, the **Mandan Dacotah** Lions Club is working to increase diabetes awareness, by sponsoring "STRIDES: Lions Walk for Diabetes Awareness" on **Sunday, May 15**; and

WHEREAS, the **Mandan Dacotah** Lions Club, through "STRIDES" is participating in an international activity with Lions clubs throughout the world; and

WHEREAS, the **Mandan Dacotah** Lions Club is keeping with the challenge Helen Keller issued to the association in 1925, to become "knights of the blind in the crusade against darkness;" and

WHEREAS, the **Mandan Dacotah** Lions Club, established in **2004**, is composed of men and women volunteers who dedicate their time to the betterment of our community and aiding those in need; and

WHEREAS, the **Mandan Dacotah** Lions Club is a member of Lions Clubs International, the world's largest service club organization with 1.35 million members in 45,000 clubs in 205 countries and geographical areas:

NOW THEREFORE, I, **Mayor Arlyn Van Beek**, of the **City of Mandan, USA**, in recognition of this important event sponsored by the **Mandan Dacotah** Lions Club, do hereby proclaim **Sunday, May 15, 2016** as "STRIDES: Lions Walk for Diabetes Awareness Day" in the City of Mandan.

Signed this 19th day of April, in the year 2016.

Arlyn Van Beek, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



"WHERE THE WEST BEGINS!"

CITY OF MANDAN

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

CITY DEPARTMENTS

| | |
|-------------------------------|----------|
| ADMINISTRATION | 667-3215 |
| ASSESSING/BUILDING INSPECTION | 667-3230 |
| BUSINESS DEVELOPMENT | 667-3485 |
| CEMETERY | 667-6044 |
| ENGINEER/PLANNING & ZONING | 667-3225 |
| FINANCE | 667-3213 |
| FIRE | 667-3288 |
| HUMAN RESOURCES | 667-3217 |
| LANDFILL | 667-0184 |
| MUNICIPAL COURT | 667-3270 |
| POLICE | 667-3455 |
| PUBLIC WORKS | 667-3240 |
| WASTEWATER TREATMENT | 667-3278 |
| SPECIAL ASSESSMENTS | 667-3271 |
| UTILITY BILLING | 667-3219 |
| WATER TREATMENT | 667-3275 |

PROCLAMATION NATIONAL MUSIC WEEK May 1-8, 2016

WHEREAS music plays an increasingly important role in our world today; and

WHEREAS music is one of the most sublime of human pursuits and is subscribed to by all races and creeds; and

WHEREAS music is the language of all peoples and one of the greatest forces in creating peace and harmony; and

WHEREAS The National Federation of Music Clubs, dedicated to encouraging young musicians, to increasing musical knowledge, and to advancing American music and its cooperating organizations, join forces to direct attention to the dynamic influence of music in everyday living;

NOW THEREFORE, I, Arlyn Van Beek, Mayor of the City of Mandan, do hereby proclaim the week of May 1-8, 2016 to be **NATIONAL MUSIC WEEK** in the City of Mandan, North Dakota

And ask that all citizens of this community observe and take part in activities, recognizing the importance of music, musicians, and musical organizations to the cultural life of our City, State, Nation and World.

Dated this 19th day of April, 2016.

Arlyn Van Beek
Mayor of the City of Mandan

NMW THEME, 2016: "Music...Notes to the Future"



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 15, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Employer Participation Agreement in NDPERS – LE Plan

STATEMENT/PURPOSE: To consider the Employer Participation Agreement in the North Dakota Public Employees Retirement System Law Enforcement (ND PERS LE) Retirement Plan.

BACKGROUND/ALTERNATIVES: As a result of Board action to provide the ND PERS LE retirement plan to sworn officers an agreement is required between the City of Mandan and ND PERS.

There are a few steps that we are currently working on to implement the transition.

- 1) April 19, 2016 – Board approve the attached agreement.
- 2) Amend current retirement plan document to indicate:
 - a. Sworn officer hire after June 30, are automatically enrolled in the ND PERS LE plan
 - b. Allow current sworn officers to waive participation in ND PERS LE if they wish to remain in our current plan.
- 3) April – May = training sessions and complete enrollment forms
- 4) Jun 15th Deadline for enrollment forms
- 5) July 1, enrollment date
- 6) July 2016 payroll deductions begin.

The effective date of the agreement is proposed to be July 1, 2016. This gives ample time for employees to review their individual situations and adequate training sessions from ND PERS and to allow for our current plan amendments to take place to ensure employees have all best options available to them.

ATTACHMENTS: Employer Participation Agreement in the North Dakota Public Employees Retirement System Law Enforcement Retirement Plan.

FISCAL IMPACT: Minimal to unknown at this time depending upon on the number of current employees that may opt into this plan.

STAFF IMPACT: time to implement changes

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

RECOMMENDATION: I recommend approval of the Employer Participation Agreement in the North Dakota Public Employees Retirement System Law Enforcement Retirement Plan with an effective date of July 1, 2016.

SUGGESTED MOTION: I move approval of the Employer Participation Agreement in the North Dakota Public Employees Retirement System Law Enforcement Retirement Plan with an effective date of July 1, 2016

**EMPLOYER PARTICIPATION AGREEMENT
IN THE
NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM
LAW ENFORCEMENT RETIREMENT PLAN**

This agreement is entered into pursuant to Section 54-52-02.1 of the North Dakota Century Code by and between CITY OF MANDAN 200027, North Dakota, as authorized by the resolution hereto attached and the NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM (NDPERS) as authorized by the Retirement Board through its chairman and executive director and shall be effective on _____ 1, 2016.

Whereas, a referendum has been held of the eligible peace officers and correctional officers of CITY OF MANDAN, North Dakota, pursuant to Chapter 54-52-02.2 of the North Dakota Century Code, and a majority of such eligible employees have voted in favor of participation in the Retirement System and CITY OF MANDAN has determined that this agreement should be entered into; and

Whereas, the North Dakota Public Employees Retirement Board agrees to extend the benefits of the Public Employees Retirement System to eligible employees of CITY OF MANDAN;

Now, therefore, it is agreed and understood that:

1. All of the provisions of Chapter 54-52 of the North Dakota Century Code and the current or later amended rules of the Retirement Board shall apply with regard to benefits, contributions and administration of the system.
2. The employee contribution rate has been actuarially determined to be 4.00% of "wages" and "salaries" as defined in Section 54-52-01 of the North Dakota Century Code for those eligible employees employed at the date of this agreement and for those eligible employees whose date of employment is after the effective date.
3. The employer contribution rate shall be a percentage of "wages" and "salaries" for all eligible employees as defined in Sections 54-52-01 of the North Dakota Century Code, which specific percentage shall be determined by the retirement board. (Ref. N.D.C.C. 54-52-06 and 54-52.1-03.2.)
4. Eligible employees who are employed by CITY OF MANDAN at the time this agreement is entered into have the option of not participating in the Public Employees Retirement System. Eligible employees who waive participation in the Public Employees Retirement System may not have their pay increased as a result of that waiver, which determination shall be made by the retirement board in its sole discretion, and any violation of this requirement will constitute a breach of this agreement.
5. All eligible employees hired by CITY OF MANDAN on or after _____ 1, 2016, must participate in the Public Employees Retirement System.
6. Should CITY OF MANDAN wish to terminate membership with the Public Employees Retirement System, it shall do so only after:
 - (a) Submitting a request in writing to the Retirement Board at least sixty (60)

CITY OF MANDAN

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: 3/11/16

Name of Licensee: Mandan Moose 425

Address of Licensee: 111 11th Ave NE

Address of public facility if used: _____

State the purpose of organization: Golf Tournament - will come to
Lady after golf for luncheon and fellowship
July 3: Steak sup - June 5th Birthday Party

Date(s) of requested Sunday(s): May 15th Golf - July 3rd - Steak Fry
June 5th - Birthday Party

Time of day which the applicant desires the permit to be in effect: 12pm - 10pm

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

State whether the applicant requests permission to open to the general public, and if so an explanation of the reasons for the request: July Holiday - Steak Fry

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

I the applicant will abide to the following conditions:

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

Consent No. 5i



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization

AMERICAN FOUNDATION FOR WILDLIFE

The above organization 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

| | | | |
|--|---|--|-------------------------|
| Name of Location <i>LAKES WOOD BAR + GRILL</i> | | | |
| Street <i>4007 SOUTH BAY DR STE</i> | City <i>MANDAN</i> | ZIP Code <i>58554</i> | County <i>MORTON</i> |
| Beginning Date(s) Authorized <i>JULY 1, 2016</i> | Ending Date(s) Authorized <i>JUNE 30, 2017</i> | Number of twenty-one tables if zero, enter "0": <i>1</i> | |
| Specific location where games of chance will be conducted and played at the site (required) <i>GAMING EAST WALL CORNER OF BAR 2ND MAIN SOUTH WALL</i> | | | |
| If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known | | | |

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

| | |
|-----------------------------------|-----------------|
| Days of week of gaming operations | Hours of gaming |
|-----------------------------------|-----------------|

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

| | | |
|--|--|--|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheels with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/County Auditor | Date |
| PRINT Name and official position of person signing on behalf of city/county 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
LICENSING SECTION
 SFN 9413 (Rev. 06-2013)

License Number: (Office Use Only)

| | | | | | |
|--|--|---|--------------------|--------------------------------------|--------------------------|
| Site Owner (Lessor) <i>LAKE WOOD BAR + GRILL LLC</i> | | Site Name <i>LAKE WOOD BAR + GRILL</i> | | Site Phone Number <i>751-2898</i> | |
| Site Address <i>4007 SOUTH BAY DR STE</i> | | City <i>MANNING</i> | State <i>MD</i> | Zip Code <i>58554</i> | County <i>MANNING</i> |
| Organization (Lessee) <i>AMERICAN FOUNDATION FOR M.D. LIFE</i> | | Rental Period <i>JULY 1, 2015 to JUNE 30, 2015</i> | | 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 <i>1</i> X Rent per Table \$ <i>200</i> | | | | \$ <i>200</i> | |
| 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 either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device | | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | | \$ <i>200</i> | |
| | | | | Total Monthly Rent \$ <i>400</i> | |

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 on call 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 Lessee 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 <i>MGR</i> | Date <i>4-21-15</i> |
| Signature of Lessee (Top Executive Officer) <i>[Signature]</i> | Title <i>President</i> | Date <i>4-21-15</i> |



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization
AMERICAN FOUNDATION FOR ALLIANCE

The above organization is hereby authorized to conduct game of chance under the license granted by the Attorney General of the State of North Dakota at the following location

| | | | |
|---|---|--|-------------------------|
| Name of Location <u>LAST CALL BAR</u> | | | |
| Street <u>118 W MAIN</u> | City <u>MANDAN</u> | ZIP Code <u>58554</u> | County <u>MANDAN</u> |
| Beginning Date(s) Authorized <u>JULY 1, 2016</u> | Ending Date(s) Authorized <u>JUNE 30, 2017</u> | Number of twenty-one tables if zero, enter "0": <u>1</u> | |
| Specific location where games of chance will be conducted and played at the site (required): <u>MEN WEST WALL CENTER OF BLDG</u> <u>B-7 JARS EAST WALL CENTER OF BLDG</u> | | | |
| If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known | | | |

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

| | |
|-----------------------------------|-----------------|
| Days of week of gaming operations | Hours of gaming |
|-----------------------------------|-----------------|

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

| | | |
|--|--|--|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheels with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/County Auditor | Date |
| PRINT Name and official position of person signing on behalf of city/county 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
LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

| | | | | | |
|---|--|-------------------------------------|---|--------------------------------------|-------------------------------------|
| Site Owner (Lessor) <i>LAST CALL BAR PNC.</i> | | Site Name <i>LAST CALL BAR</i> | | Site Phone Number <i>663-9211</i> | |
| Site Address <i>118 W. MAIN ST.</i> | | City <i>MANDAN</i> | State <i>ND</i> | Zip Code <i>58534</i> | County <i>MORTON</i> |
| Organization (Lessee) <i>AMBER RICHARD FOUNDATION FOR WELFARE</i> | | | Rental Period <i>JULY 1, 2016 to JUNE 30, 2017</i> | | Monthly Rent Amount |
| 1. Is Bingo going to be conducted at this site? | | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Yes |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? | | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Yes |
| If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. | | | | | \$ |
| 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? | | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> | Yes |
| Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ | | | | | \$ |
| Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u> | | | | | \$ <u>300</u> |
| 5. Is Paddlewheels conducted at this site? | | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Yes |
| Number of Tables _____ X Rent per Table \$ _____ | | | | | \$ |
| 6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? | | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> | Yes |
| Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device | | | | | \$ <u>3.25</u> |
| | | | | | Total Monthly Rent \$ <u>625</u> |

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 on call 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 <i>President</i> | Date <i>4-4-16</i> |
| Signature of Lessee (Top Executive Official) <i>[Signature]</i> | Title <i>President</i> | Date <i>4-4-16</i> |

(over)

6. List names, current addresses, dates of birth, ages and citizenship of all the officers, directors, managers, agents, and all persons holding 1% or more of the capital stock in the corporation (may attach). **Note: A separate notarized list of each individual's name, social security number and addresses for the last five years is required, the privacy of which will be maintained by the City, but is required for background checks:**

7. List names, current addresses, dates of birth, ages & citizenship of all persons who will have charge, management or control of the establishment for which the license is requested (may attach). **Note: A separate notarized list of each individual's name, social security number and addresses for the last five years is required, the privacy of which will be maintained by the City, but is required for background checks:**

See attachment - Board of Directors

8. Name of the individual who is to be in charge of the day-to-day operations and management of the licensed premises and will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises:

Name: Levi Kalsow Address: 338B Little Rock Court
City: Bismarck State: ND Age: _____ DOB: _____ Citizenship: US

If naturalized, give date and place of naturalization: _____

List all other places of residence within the last five years: _____

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

10. Ownership/Lease: If the licensed premises is owned by the applicant, provide date of purchase.

If licensed premises is leased, attach copy of executed and dated Lease.

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

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

13. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever had a license of any kind (including alcoholic beverage license, other business licenses or motor vehicle license) suspended, revoked or non-renewed by any political subdivision, state or federal agency. Yes: _____ No:
If yes, explain in detail on a separate page.

14. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever been convicted of a violation of any law of the United States, or of any state or political subdivision other than minor traffic violations, (but including reckless driving or driving under the influence). Yes _____ No If yes, explain the violation in detail on a separate page.

15. Do any of the individuals named in answer to Questions 5, 6 or 7 have any interest whatsoever in any other liquor establishment, either at wholesale or retail, within or without the state of North Dakota. (The interest which must disclose also includes a right of inheritance by law or by will). Yes _____ No
If, yes please explain in detail on a separate page.

16. Does anyone other than the Corporation applying for this alcoholic beverage license or the business owning the premises have any right, estate, or interest in the lease hold building or furniture, fixtures or equipment, in the premises for which the license is requested. Yes _____ No If yes, explain in detail on a separate page.

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

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

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

None

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

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

Cenex - Box 366, Bismarck, ND 58501

Butler - Box 757, Bismarck, ND 58501

RDO - Box 7160, Bismarck, ND 58501

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

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

See attachment

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

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

See attachment

CITY OF MANDAN
SPECIAL "B" LIQUOR PERMIT

Date of Application: April 5, 2016
Name of Licensee: Bismarck Mandan Stock Car Association, Inc.
Address of Licensee: Box 6272, Bismarck, ND 58506
Address of public facility if used: 2500 Longspur Trail, Mandan, ND
State the purpose for which this permit will be used: Mandan Rodeo

Date(s) of requested (not to exceed 3 day) July 2,3,4, 2016

Time of day which the applicant desires the permit to be in effect: 8 a.m. to midnight

Does this organization have approval of the Mandan Park District for this application?

Yes No

Hub Bergmann
Signature of Applicant

Kami Mott
Received by:

Date Received: 4-8-16

Commission Approval: _____

\$100.00 per Event - Amount paid \$ 100.00

CITY OF MANDAN

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: April 5, 2016
Name of Licensee: Bismarck Mandan Stock Car Association
Address of Licensee: Box 6272, Bismarck, ND 58506
Address of public facility if used: 2500 Longspur Trail, Mandan
State the purpose of organization: Promote Auto Racing

Date(s) of requested Sunday(s): June 12, July 31, August 7, August 14

Time of day which the applicant desires the permit to be in effect: 12 p.m. to 12 a.m.

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

Main Concessions and Pit Concessions

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

Yes

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

None

I, the applicant, will abide to the following conditions:

- a. Alcoholic beverages may be distributed for consumption on the premises and Dancing may be permitted only in those rooms specifically reserved for event activities;
- b. Dancing and the dispensing of alcoholic beverages shall be permitted only between the hours of twelve noon on the date specified in the permit and one a.m. on the following Monday;
- c. Any conditions or circumstances delineated by the Board relating to the conduct of the event or to the admission of the general public to the event.
- d. The applicant as a condition to the issuance of such permit consents and agrees that any City police officer may enter upon and inspect the licensed premises or any part thereof at any time for the purpose of determining compliance with the conditions of the permit;
- e. The permit issued under this section may not expand the scope of the class of alcohol license held by the applicant;
- f. An applicant which holds a Class A liquor license must supply copies of the most recent six month's filings of the City food and lodging taxes and allow the City to verify with the ND State Tax Department that said tax payments have been made.
- g. The permittee shall comply with all other applicable ordinances and laws relating to the use and sale of alcoholic beverages in the City.

Karin Matt

Received by:

Hubert Bergman
Signature of Applicant

Date Received: 4-8-16

Commission Approval: _____

Auditor Approval: _____

4 @ 6 = \$20

\$5.00 Fee per Sunday-Amount paid \$ 20.00

Receipt # _____

Copy to be filed with Mandan Police Department



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization 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

| | | | |
|--|--|--|----------------------|
| Name of Location Powerhouse/501 | | | |
| Street 501 Burlington Street SE | City Mandan | ZIP Code 58554 | County Morton |
| Beginning Date(s) Authorized 7/1/16 | Ending Date(s) Authorized 6/30/17 | Number of twenty-one tables if zero, enter "0": 2 | |
| Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms. | | | |
| If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known | | | |

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

| | |
|-----------------------------------|-----------------|
| Days of week of gaming operations | Hours of gaming |
|-----------------------------------|-----------------|

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

| | | |
|--|--|--|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheels with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/County Auditor | Date |
| PRINT Name and official position of person signing on behalf of city/county 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
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

| | | | | |
|--|--|--|-------------|---|
| Site Owner (Lessor) J & C Investments, Inc. | | Site Name Powerhouse/501 | | Site Phone Number (701) 663-3020 |
| Site Address 501 Burlington Street Se | | City Mandan | State ND | Zip Code 58554 |
| Organization (Lessee) Mandan Baseball Club, Inc. | | Rental Period 7/1/2016 to 6/30/2017 | | 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 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 \$ _____ 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 \$ 600.00 |
| 5. Is Paddewheels 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 either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device | | | | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$ 325.00 |
| | | | | Total Monthly Rent |
| | | | | \$ 925.00 |

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 on call 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 owner | Date 3-24-16 |
| Signature of Lessee (Top Executive Official) <i>[Signature]</i> | Title President | Date 4-6-2016 |

(over)



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization 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

| | | | |
|--|--|--|----------------------|
| Name of Location Rock Point | | | |
| Street 2500 Pirates Loop | City Mandan | ZIP Code 58554 | County Morton |
| Beginning Date(s) Authorized 7/1/16 | Ending Date(s) Authorized 6/30/17 | Number of twenty-one tables if zero, enter "0": 1 | |
| Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms. | | | |
| If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known | | | |

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

| | |
|-----------------------------------|-----------------|
| Days of week of gaming operations | Hours of gaming |
|-----------------------------------|-----------------|

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

| | | |
|--|--|--|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheels with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/County Auditor | Date |
| PRINT Name and official position of person signing on behalf of city/county 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
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

| | | | | |
|--|---------------------------|--|---|-------------------------------------|
| Site Owner (Lessor) Captain Freddy's, Inc. | | Site Name Rock Point | | Site Phone Number (701) 751-3348 |
| Site Address 2500 Pirates Loop Se | City Mandan | State ND | Zip Code 58554 | County Morton |
| Organization (Lessee) Mandan Baseball Club, Inc. | Rental Period 7/1/2016 | to 6/30/2017 | | 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 | \$ 0.00 |
| | | <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 \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u> | | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | \$ 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 either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device | | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | \$ 325.00 |
| | | | | Total Monthly Rent \$ 625.00 |

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 on call 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 X Member | Date 3/21/16 |
| Signature of Lessee (Top Executive Official) | Title President | Date 4-6-2016 |

(over)



Consent No. 7iii
Added 4-19-16

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization 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

| | | | |
|--|--|--|----------------------|
| Name of Location Broken Oar | | | |
| Street 4724 Pintail Loop | City Mandan | ZIP Code 58554 | County Morton |
| Beginning Date(s) Authorized 7/1/16 | Ending Date(s) Authorized 6/30/17 | Number of twenty-one tables if zero, enter "0": 1 | |
| Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms. | | | |
| If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known | | | |

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

| | |
|-----------------------------------|-----------------|
| Days of week of gaming operations | Hours of gaming |
|-----------------------------------|-----------------|

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

| | | |
|--|--|--|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheels with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/County Auditor | Date |
| PRINT Name and official position of person signing on behalf of city/county 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
LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

| | | | | |
|--|--|---|--------------------|--|
| Site Owner (Lessor) B & 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) Mandan Baseball Club, Inc. | | Rental Period 7/1/2016 to 6/30/2017 | | County Morton |
| 1. Is Bingo going to be conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 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 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 _____ <input checked="" type="checkbox"/> Rent per Table \$ _____ <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Number of Tables with wagers over \$5 <u>1</u> <input checked="" type="checkbox"/> Rent per Table \$ <u>300.00</u> | | | | \$ \$ 300.00 |
| 5. Is Paddlewheels conducted at this site? Number of Tables _____ <input checked="" type="checkbox"/> Rent per Table \$ _____ <input type="checkbox"/> No <input type="checkbox"/> Yes | | | | \$ |
| 6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device | | | | \$ 325.00 |
| | | | | Total Monthly Rent \$ 625.00 |

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 on call 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.

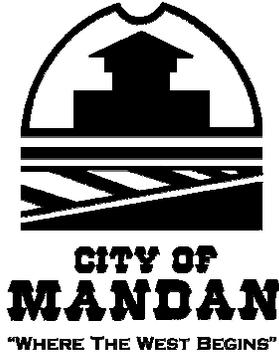
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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>Jamie Hato</i> | Title <i>Manager</i> | Date <i>7/18/16</i> |
| Signature of Lessee (Top Executive Official) <i>[Signature]</i> | Title <i>President</i> | Date <i>7-6-2016</i> |

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 15, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Publication of the Board Minutes

STATEMENT/PURPOSE: To consider placing on the June 14, 2016 election ballot the question of whether to publish the minutes of the City Commission meetings.

BACKGROUND/ALTERNATIVES: According to State Law (NDCC 40-01-09.1) every four years each City, regardless of form of government, must place on its ballot the question of whether the minutes of the governing body shall be published in the official newspaper. The minutes shall continue to be published until disapproved at a succeeding quadrennial election. In 2012, the electorate approved this action with 4407 “yes” to 635 “no” votes in favor of publishing these proceedings. This question must again appear on the June 14, 2016 election ballot. This is rather a formality as the question must be asked every four years.

ATTACHMENTS:

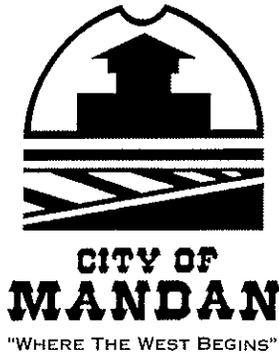
- Copy of NDCC 40-01-09.1 - Publication of city government proceedings - Electorate to decide.
- Copy of ballot language

FISCAL IMPACT: The total expenditures for publishing the minutes in 2015 were \$14,495.74.

STAFF IMPACT: minimal

LEGAL REVIEW: City Attorney reviewed ballot language at the time this action commenced.

RECOMMENDATION: To approve placing the question on the election ballot.



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 14, 2016
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider Architectural Services contract with EPIC Engineering for the Public Works Expansion Project

STATEMENT/PURPOSE: To approve of city staff's negotiated contract with EPIC Engineering for architectural and engineering services for the Public Works Expansion Project starting in 2016.

BACKGROUND/ALTERNATIVES: The City Commission approved the partial use of HUB City funds (\$1.3 M) for the construction of additional storage, office and mechanic space and a salt/sand storage building at the existing Public Works Facility and on January 19, 2016 the commission approved the advertising for Professional Architectural Services for the expansion. On April 5, 2016 commission approved the selection of EPIC Engineering and to start negotiating a contract for their services.

Project schedule:

- Approve Contract for services with EPIC Engineering: April 19, 2016
- Start concept and design work: May 2016
- Start Construction: September 2016 – estimated
- Complete Construction: May 2017 – estimated

ATTACHMENTS: Negotiated contract and project task order form, Revised signature pages

FISCAL IMPACT: \$1.3 M of Hub City Funding.

STAFF IMPACT: Time working with architect and dealing with the phasing of the project.

LEGAL REVIEW: Attorney Brown has reviewed my documentation.

RECOMMENDATION: Approve negotiated contract with EPIC Engineering for architectural and engineering services for the Public Works Expansion project.

SUGGESTED MOTION: I move to approve negotiated contract with EPIC Engineering for architectural and engineering services for the Public Works Expansion project.

- B. **Severability.** In the event that any condition, covenant, or provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- C. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements, whether written or verbal. No promises, representations, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to this Agreement.
- D. **Covenants and Conditions.** Each provision of this Agreement performable by either party shall be deemed to be both a covenant and a condition.
- E. **Assignment.** This Agreement shall be binding to the benefit of the parties and their respective heirs, personal representatives, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations by each party without the prior written consent of the other party.
- F. **Headings.** The headings to the various Sections and Paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.
- G. **Notices.** All notices given under any of the provisions of this Agreement must be in writing and shall be deemed to have been given by either registered or certified mail, return receipt requested, postage prepaid, addressed to the party or person intended as follows:

“Engineer”

Epic Engineering, PC (ND Branch)
1418 2nd Ave West, Suite #3
Williston, North Dakota 58801
Tel: (701) 774-5200

Epic Engineering, PC (Headquarters)
50 East 100 South
Heber City, Utah 84032
Tel: (435) 654-6600
Fax: (435) 654-6622

“Client/Owner”

City of Mandan
Arlyn Van Beek
205 2nd Avenue NW
Mandan, ND 58554
Tel: 701-667-3240
Fax: 701-667-3203
Cell: 701-319-7934
Email: jwright@cityofmandan.com

Any party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party, officer, or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

- H. **Time.** Time is of the essence of each term, provision, condition, and covenant of this Agreement.

Epic Initials

Client's Initials

expenses billed to Client/Owner by Engineer. Client/Owner consents to Engineer's withdrawal and immediate termination of this Agreement should the account become delinquent.

2. **Interest Charges.** Client/Owner further agrees to pay interest at the rate of one and one-half percent (1½%) interest per month on any and all unpaid balances of services, costs, and expenses, if such amounts are not paid in full within thirty (30) days of the billing date.
3. **Default and Remedies.** Failure of Client/Owner to make payment when due, or to observe or perform any of the terms hereunder, shall be considered a default and breach. In the event of default, the entire outstanding amount due hereunder shall be immediately due and payable by Client/Owner to Engineer. Furthermore, in the event of default, Engineer may pursue any and all remedies available at law or in equity.
4. **Costs and Attorney Fees.** In the event of default, Client/Owner shall pay any and all costs of collection, including attorney's fees, legal expenses, and other lawful collection costs, in addition to all other sums due hereunder, which are incurred by Engineer in collecting the indebtedness due hereunder whether with or without lawsuit.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year set forth above.

"Engineer"

Epic Engineering, PC
A North Dakota Professional Corporation

By: _____

Korey C. Walker, P.E.
Principal

Date: _____

"Client/Owner"

City of Mandan

By: _____

Arlyn Van Beek
Mayor

Date: _____

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

"Engineer"

"Client/Owner"

Epic Engineering, PC
A North Dakota Professional Corporation

City of Mandan

By: _____

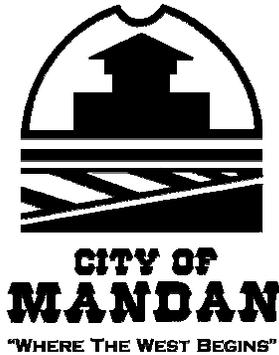
By: _____

Korey C. Walker, P.E.
Principal

Arlyn Van Beek
Mayor

Date: _____

Date: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 14, 2016
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider Architectural Services contract with EPIC Engineering for the Public Works Expansion Project

STATEMENT/PURPOSE: To approve of city staff's negotiated contract with EPIC Engineering for architectural and engineering services for the Public Works Expansion Project starting in 2016.

BACKGROUND/ALTERNATIVES: The City Commission approved the partial use of HUB City funds (\$1.3 M) for the construction of additional storage, office and mechanic space and a salt/sand storage building at the existing Public Works Facility and on January 19, 2016 the commission approved the advertising for Professional Architectural Services for the expansion. On April 5, 2016 commission approved the selection of EPIC Engineering and to start negotiating a contract for their services.

Project schedule:

- Approve Contract for services with EPIC Engineering: April 19, 2016
- Start concept and design work: May 2016
- Start Construction: September 2016 – estimated
- Complete Construction: May 2017 – estimated

ATTACHMENTS: Negotiated contract and project task order form

FISCAL IMPACT: \$1.3 M of Hub City Funding.

STAFF IMPACT: Time working with architect and dealing with the phasing of the project.

LEGAL REVIEW: Attorney Brown has reviewed my documentation.

RECOMMENDATION: Approve negotiated contract with EPIC Engineering for architectural and engineering services for the Public Works Expansion project.

SUGGESTED MOTION: I move to approve negotiated contract with EPIC Engineering for architectural and engineering services for the Public Works Expansion project.



SERVICE AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into in duplicate effective for all purposes and in all respects as of the 19th day of April, 2016 by and between EPIC ENGINEERING, PC, a North Dakota Professional Corporation, with its corporate office located at 50 East 100 South, Heber City, Utah 84032 (hereinafter referred to as "Engineer"); and CITY OF MANDAN with a principal place of business at 205 2nd Avenue NW, Mandan, ND 58554 (hereinafter referred to as "Client/Owner").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of civil engineering.

WHEREAS, Client/Owner desires to contract with Engineer for certain professional and technical Civil Engineering Services with relation to general civil engineering services on more than one project, each project scope of services and payment of services being separately identified and agreed to as "Project Task Orders".

WHEREAS, Engineer has the necessary expertise and experience to perform the said civil engineering services for Client/Owner, and Engineer is properly qualified and licensed in the State of North Dakota.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be legally bound, hereby agree as follows:

AGREEMENT

1. **Civil Engineering Services.** Client may issue Project Task Order(s) to Engineer in the form attached to this Agreement as Exhibit "A". Subject to the terms of this Agreement, Engineer shall render to Client/Owner professional and technical civil engineering services set forth in Project Task Order(s) accepted by Engineer (the "Services"). In conjunction therewith, Client/Owner shall provide Engineer with all necessary information and documentation for Engineer to perform the services.
2. **Compensation.** Client/Owner shall pay the Engineer for Services rendered according to the task order and fee structure approved. These forms will be signed and approved by the Client/Owner and Engineer and will be subject to the terms and conditions of this Service Agreement. The Engineer shall proceed as directed by the owner and shall be paid hourly or as approved by task order. The scope, schedule, and cost of such work shall be set forth by the task order and may be amended from time to time by mutual agreement of both parties. The Owner/Client acknowledges that all work performed by the Engineer should be contained within the scope of a task order. At times, Client/Owner circumstances may require the Engineer to respond to verbal direction and tasks from the Client/Owner or his representative that will require work to be performed without a written specific task order. Under these circumstances, the owner will pay for these services at the Engineer's then current Fee Schedule.

3. **Independent Contractor Status.** It is understood and agreed that Engineer enters this Agreement as, and intends to continue to be, an independent contractor. None of the provisions of this Agreement will be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in the Agreement will be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between Client/Owner and Engineer, between Client/Owner and any employee of Engineer, or between Engineer and any employee of Client/Owner. Each party agrees that they do not have authority to sign contracts, notes, or obligations, or to make, purchase, acquire, or dispose of any property for or on behalf of the other party, and each party shall only have authority to perform those services specifically described herein.
4. **Limitation of Liability.** Engineer maintains professional liability insurance to protect the Client/Owner from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed (a) thirty thousand dollars (\$30,000), or (b) the total amount of the Fees, whichever is less. IN NO EVENT WILL ENGINEER BE LIABLE TO CLIENT/OWNER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF ENGINEER'S PERFORMANCE UNDER THIS AGREEMENT.
5. **Ownership.** All tracings, survey notes, electronic files, methods, developments, know-how, inventions, and/or improvements, whether or not patentable or subject to copyright protection, other documents, as instruments of service, and all related materials that are developed by Engineer in connection with the performance of the Services, are and shall remain the property of Engineer, except where these documents are required by law to become public property. Client/Owner agrees to hold harmless, indemnify, and defend Engineer, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any re-use of the plans and specifications without the written authorization of Engineer.
6. **Term of Agreement.** Subject to the provisions for termination contained herein, this Agreement and the association hereunder shall commence on the effective date hereof and shall continue for one year. Upon the expiration of this Agreement, this Agreement may be renewed upon such terms and conditions as mutually agreed to by the Engineer and Client/Owner.
7. **Termination.** Either party may terminate this Agreement at any time and for any reason or no cause by giving the other party a thirty (30) day written notice in accordance with the notice provisions set forth herein. In the event of termination, Engineer shall be paid for all Services, including all costs and expenses, rendered to the date of termination. Engineer shall return all Client/Owner materials to Client/Owner.
8. **Rights and Remedies.** The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.
9. **General Provisions.**
 - A. **Costs and Expenses of Enforcement.** In the event of the failure of either party to comply with any provisions of this Agreement, the defaulting party shall pay any and all costs and expenses, including reasonable attorney's fees arising out of or resulting from such default (including any incurred in connection with any appeal), incurred by the injured party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

- B. **Severability.** In the event that any condition, covenant, or provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- C. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements, whether written or verbal. No promises, representations, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to this Agreement.
- D. **Covenants and Conditions.** Each provision of this Agreement performable by either party shall be deemed to be both a covenant and a condition.
- E. **Assignment.** This Agreement shall be binding to the benefit of the parties and their respective heirs, personal representatives, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations by each party without the prior written consent of the other party.
- F. **Headings.** The headings to the various Sections and Paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.
- G. **Notices.** All notices given under any of the provisions of this Agreement must be in writing and shall be deemed to have been given by either registered or certified mail, return receipt requested, postage prepaid, addressed to the party or person intended as follows:

“Engineer”

Epic Engineering, PC (ND Branch)
1418 2nd Ave West, Suite #3
Williston, North Dakota 58801
Tel: (701) 774-5200

Epic Engineering, PC (Headquarters)
50 East 100 South
Heber City, Utah 84032
Tel: (435) 654-6600
Fax: (435) 654-6622

“Client/Owner”

City of Mandan
Jeff Wright
205 2nd Avenue NW
Mandan, ND 58554
Tel: 701-667-3203
Fax:
Cell:
Email: jwright@cityofmandan.com

Any party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party, officer, or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

- H. **Time.** Time is of the essence of each term, provision, condition, and covenant of this Agreement.

- I. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- J. **Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, sole proprietor, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.
- K. **Governing Law, Dispute Resolution, Jurisdiction, and Venue.** The laws of the State of North Dakota will govern the validity, performance, and the enforcement of this Agreement. Any controversy or claim arising out of or relating to this Agreement will be settled in the following manner: (a) senior executives representing each of Engineer and Client/Owner will meet to discuss and attempt to resolve the controversy or claim in good faith; (b) if the controversy or claim is not resolved as contemplated by clause (a), Engineer and Client/Owner will, by mutual consent and in good faith, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and (c) if such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of State of North Dakota each of the parties irrevocably submits to the exclusive jurisdiction of each such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.
- L. **Waiver.** Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.
- M. **Modification and Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- N. **Costs and Expenses.** In addition to the compensation to Engineer as set forth in the above Fee Schedule, Engineer, from time to time, may be required to advance funds and pay costs and expenses on behalf of Client/Owner. Engineer shall not be liable for the costs, expenses, or funds so advanced in Client/Owner's behalf. Engineer shall be entitled to reimbursement for the same by Client/Owner upon billing with Client/Owner's approval. The costs and expenses may include, but are not limited to, all out-of-pocket costs, long-distance telephone charges, fax charges, copying charges, and travel expenses.
1. **Payment of Services, Costs, and Expenses.** Client/Owner shall pay Engineer each month, within thirty (30) days of the billing date, for all services, costs, and

expenses billed to Client/Owner by Engineer. Client/Owner consents to Engineer's withdrawal and immediate termination of this Agreement should the account become delinquent.

2. **Interest Charges.** Client/Owner further agrees to pay interest at the rate of one and one-half percent (1½%) interest per month on any and all unpaid balances of services, costs, and expenses, if such amounts are not paid in full within thirty (30) days of the billing date.
3. **Default and Remedies.** Failure of Client/Owner to make payment when due, or to observe or perform any of the terms hereunder, shall be considered a default and breach. In the event of default, the entire outstanding amount due hereunder shall be immediately due and payable by Client/Owner to Engineer. Furthermore, in the event of default, Engineer may pursue any and all remedies available at law or in equity.
4. **Costs and Attorney Fees.** In the event of default, Client/Owner shall pay any and all costs of collection, including attorney's fees, legal expenses, and other lawful collection costs, in addition to all other sums due hereunder, which are incurred by Engineer in collecting the indebtedness due hereunder whether with or without lawsuit.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year set forth above.

"Engineer"

Epic Engineering, PC
A North Dakota Professional Corporation

By: _____

Korey C. Walker, P.E.
Principal

Date: _____

"Client/Owner"

City of Mandan

By: _____

Jeff Wright
Public Works Director

Date: _____

EXHIBIT "A"

PROJECT TASK ORDER NO. _____

CITY OF MANDAN requests EPIC ENGINEERING, PC to perform civil engineering services under the terms of the existing general engineering services agreement on this the 19th day of April, 2016 for the following scope of work:

Epic Engineering is to provide the design and construction documents as well as oversee the contract administration during construction phase of the Mandan Public Works Complex at 411 6th Avenue SW.

The city provided 'Advertisement for Request for Proposals for Architectural Services: City of Mandan' dated 01/19/2016 and the Epic Engineering 'Proposal for Architectural Services for the City of Mandan Public Works Facility Expansion' are to be considered part of the contract.

Epic Engineering is to provide the following basic services as defined by the AIA B101 2007 contract in the following sections:

- Section 3.2 Schematic Design Phase – 15% of fee
- Section 3.3 Design Development Phase – 20% of fee
- Section 3.4 Construction Document Phase – 35% of fee
- Section 3.5 Bidding or Negotiation Phase – 5% of fee
- Section 3.6 Construction (Contract Administration) Phase – 25% of fee

Epic Engineering is to provide the following additional services as defined by the AIA B101 2007 contract in the following sections:

- Section 4.1.2 Multiple Preliminary Designs
- Section 4.1.3 Measured Drawings of existing buildings
- Section 4.1.9 Architectural Interior Design
- Section 4.1.14 As-Designed Record Drawings
- Section 4.1.15 As-Built Record Drawings
- Section 4.1.27 Furniture, Furnishings, and Equipment Design

***All other Additional Services listed in the B101 2007 Article 4, or those requested by the Owner are considered additional services. Additional services, should they arise, will be approved and negotiated with the Owner. See attached fees sheet for rates.

The end results or product associated with this scope of work will include the following (if applicable):

Design and construction documents

The proposed scope of work will be completed within _____ business days (if applicable) after Epic Engineering P.C. has received this signed contract.

Engineering fees associated with the work will (check one):

- A) be performed for a lump sum of \$ _____, with a 25% deposit payment prior to beginning work
- B) be billed at an hourly rate, as set forth in attached Fee Schedule not to exceed without written consent \$ _____, and a \$ _____ deposit payment prior to beginning work.
- C) be performed at the basic fee for the Public Works Facility Expansion is 5.5% of the construction costs for the site and building improvements. The initial budget estimate is between \$1.57 and \$1.75 Million.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

"Engineer"

**Epic Engineering, PC
A North Dakota Professional Corporation**

By: _____

**Korey C. Walker, P.E.
Principal**

Date: _____

"Client/Owner"

City of Mandan

By: _____

**Jeff Wright
Public Works Director**

Date: _____

FEE SCHEDULE (2 pages)

In consideration of the above Service(s), Client/Owner shall pay Epic compensation on a time basis in accordance with the following Fee Schedule:

| Testing Description | Testing Rate |
|---------------------------------------|---------------------|
| Concrete Cylinder Break (3 Minimum) | \$ 31.00 |
| Cast Concrete Cylinders | \$ 36.00 |
| Concrete Air Test | \$ 26.00 |
| Concrete Slump Test | \$ 26.00 |
| Concrete Yield | \$ 56.00 |
| Gradation | \$ 105.00 |
| Liquid Limit | \$ 59.00 |
| Plastic Index | \$ 59.00 |
| Soil Classification | \$ 59.00 |
| Flats & Elongated Test | \$ 79.00 |
| Unit Weight | \$ 47.00 |
| Density Test (Min 3) | \$ 29.00 |
| Sand Cone Density | \$ 158.00 |
| Wear Test (LA Rattler) | \$ 189.00 |
| T-99 Proctor | \$ 216.00 |
| T-180 Proctor | \$ 216.00 |
| Rock Correction | \$ 47.00 |
| Specific Gravity – Course | \$ 95.00 |
| Specific Gravity – Fine | \$ 95.00 |
| Rices Specific Gravity on Asphalt | \$ 158.00 |
| California Bearing Ratio (Out Source) | \$ - |
| Absorption | \$ 79.00 |
| Percolation (Hourly) | \$ 84.00 |
| Briquettes (Set of 3) | \$ 177.00 |
| Gyratory Pucks | \$ 410.00 |
| Asphalt Burnoff with Gradation | \$ 177.00 |
| Asphalt Correction Factor | \$ 693.00 |
| Specific Gravity of Cores | \$ 79.00 |
| Sand Equivalent Test | \$ 119.00 |
| Fractured Face | \$ 53.00 |
| Light Weight | \$ 53.00 |
| Cores (Hourly) | \$ 100.00 |
| Generator Rental (Per Day) | \$ 158.00 |
| Core Machine Rental (Per Day) | \$ 263.00 |
| Mileage | \$ 0.75 |
| Material Technician Rate (Hourly) | \$ 74.00 |

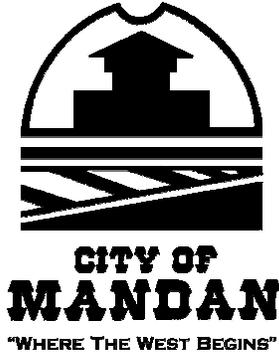
All other rates/fees as per Epic Engineering Fee Schedule (Lab Fee not charged if tests charged)

FEE SCHEDULE (continued)

In consideration of the above Service(s), Client/Owner shall pay Epic compensation on a time basis in accordance with the following Fee Schedule:

| <u>Job Description</u> | <u>Hourly Rate</u> |
|-------------------------------------|---------------------------------|
| Principal | \$205.00 |
| Associate | \$184.00 |
| Senior Engineer | \$179.00 |
| Project Manager | \$158.00 |
| Project Engineer | \$131.00 |
| Engineer w/P.E. | \$121.00 |
| Engineer w/F.E. | \$103.00 |
| Engineer Intern | \$ 84.00 |
| Architect | \$173.00 |
| Geologist | \$110.00 |
| Environmental Scientist | \$131.00 |
| Senior Planner | \$132.00 |
| Planner | \$105.00 |
| Intern Planner | \$ 74.00 |
| Senior GIS Specialist | \$142.00 |
| GIS Specialist | \$100.00 |
| Design Tech | \$110.00 |
| Sr. Cadd Technician | \$100.00 |
| Cadd Tech | \$ 89.00 |
| ROW Agent | \$100.00 |
| Construction Manager | \$152.00 |
| BIM Specialist | \$131.00 |
| Special/Building Inspector | \$100.00 |
| Sr. Field Technician | \$ 79.00 |
| Material Technician | \$ 74.00 |
| Field Technician | \$ 68.00 |
| Licensed Surveyor | \$142.00 |
| Surveyor w/LSIT | \$121.00 |
| Surveyor Assistant | \$100.00 |
| 1 Party Survey Crew | \$165.00 |
| 2 Party Survey Crew | \$215.00 |
| 3 Party Survey Crew | \$265.00 |
| Clerical | \$ 58.00 |
| <u>Indirect Expenses</u> | |
| Lab Fee | \$210.00 per day |
| Vehicle/Equipment (ATV as required) | \$263.00 per day* |
| Mileage | \$ 0.75 per mile* |
| Snow Equipment/Snowmobile | \$ 79.00 per day premium charge |
| Finance Charge | 18% |

*Either Vehicle Charge or Mileage will be charged depending on contract
Overtime, weekends, and holidays may be billed a 25% premium on rate.
(Fee Schedule applicable through December 31, 2016)



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 14, 2016
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: MGF Recommendation for Restaurant Rewards Application

STATEMENT/PURPOSE: To consider a recommendation by the Mandan Growth Fund (MGF) Committee for the Restaurant Rewards program application.

BACKGROUND/ALTERNATIVES: The City Commission at its April 5, 2016, meeting approved a recommendation from the MGF to establish a Restaurant Rewards incentive program for new and expanding enterprises. The program has two components: a five-year rebate of the 1% local sales tax, which is the tax that can be used for economic development, and the allocation of \$162,000 in the Growth Fund to be used on a first-come, first-served basis for the local match for the Flex PACE interest-buy program with the allowance that this local share can be provided in the form of a forgivable loan rather than the typical repayable loan.

MGF met April 14, 2016, with agenda items including the review of a draft application for this new incentive tool. The MGF voted to recommend approval of the application, noting one area of clarification. The area of ambiguity was coffee shops or other formats such as juice bar. Rather than single out only liquor establishments, the MGF voted to recommend adding an eligibility clarification that at least 50% of sales must come from food, pointing out that the intent is to have more businesses serving prepared food. If approved, the program description should be revised accordingly.

As a result of the discussion about requiring verification of the prepared food component of enterprises that may also have a focus on beverage sales, it became apparent that provision of the rebate on an annual basis would be best as compared to quarterly. This would be after review of documents verifying sales or a signed certification that at least 50% of sales were generated from prepared food. This adjustment to the plan of the

rebate being provided annually, rather than quarterly, is also noted in the proposed revisions to the program overview and would be corresponding noted in any recipient agreement.

ATTACHMENTS: 1) Proposed Restaurant Rewards Application, 2) Revised Program Description

FISCAL IMPACT: The fiscal impact of the sales tax rebate and interest buy-down program was addressed during the program approval at the April 5, 2016, meeting. The sales tax rebate has no direct cost, only a potential indirect cost under the following assumptions:

1. That the new or expanded restaurant(s) would come without the incentive and therefore generated the sales tax dollars anyway that could then be applied to the general fund to reduce property taxes.
2. And that the sales tax rebate would somehow have an unfavorable impact on property taxes, which would occur only if there was a need to increase the city's budget as a result of a restaurant opening or expanding.

To the extent the incentive helps to secure new and expanded restaurants for Mandan, it could actually have a positive fiscal impact through additional property and other local sales tax revenues. Furthermore, if restaurants open or expand under the program and are successful, it will generate more sales tax revenue for property tax reduction in the future, beyond the five-year rebate period.

STAFF IMPACT: Staff time is required to process applications and manage the resulting rebate and compliance.

LEGAL REVIEW: Attorney Brown has reviewed all information and is drafting a template recipient agreement for future consideration.

RECOMMENDATIONS: The MGF voted to recommend approval of the proposed application, which includes a clarification that should also be addressed in the program overview.

SUGGESTED MOTION: I move to approve the Restaurant Rewards application and revisions to the program overview as presented.



RESTAURANT REWARDS INCENTIVE PROGRAM

1% Local Sales Tax Rebate & Interest Buy-Down

Application & Checklist

| PRIMARY CONTACT INFORMATION FOR THIS APPLICATION | | | |
|--|--|---------|--|
| Name: | | | |
| Title: | | | |
| Address: | | | |
| Phone: | | E-mail: | |

Form of Assistance Sought: 1% Sales Tax Rebate
 Flex Pace Interest Buy-down (requires additional application)

| APPLICANT INFORMATION | | | |
|--|--|------------------------------------|--------------------------------------|
| Name of person or entity to receive rebate: | | | |
| State Sales Tax Number: | | | |
| Federal Employer Identification Number: | | | |
| Restaurant Ownership/Affiliation: | <input type="checkbox"/> Corporate | <input type="checkbox"/> Franchise | <input type="checkbox"/> Independent |
| Project Principals: (If applicable) | Name % | Name % | |
| | Name % | Name % | |
| | Name % | Name % | |
| Are you applying for any other local incentives? | <input type="checkbox"/> Yes (please indicate programs) <input type="checkbox"/> No | | |

| RESTAURANT INFORMATION | | | | | | | |
|--|--|--|---------------------------------|---|-------------------|------------------|-------------------|
| Levels of Service: | <input type="checkbox"/> Full-Service (table side service) <input type="checkbox"/> Limited Service (order w/ cashier, food brought to tables) <input type="checkbox"/> Counter service only | | | <input type="checkbox"/> Drive-thru (must have customer seating to be eligible) | | | |
| Restaurant Concept: | <input type="checkbox"/> Fast Food | <input type="checkbox"/> Fast Casual | <input type="checkbox"/> Cafe | | | | |
| | <input type="checkbox"/> Coffee Shop (at least 50% of sales must come from prepared food) | <input type="checkbox"/> Pub or Bar/Grill (at least 50% of sales must come from prepared food) | <input type="checkbox"/> Buffet | | | | |
| | <input type="checkbox"/> Fine Dining | <input type="checkbox"/> Other (please explain): | | | | | |
| Menu: (Primary Foods Served) | Attach document and/or describe here: | | | | | | |
| Do you have or intend to apply for a liquor license? | <input type="checkbox"/> Yes, I have a license . please specify type: <input type="checkbox"/> I plan to apply for a license . please specify type: <input type="checkbox"/> No, I do not plan to serve alcohol. | | | | | | |
| Hours of Operation: | Su: am - pm | M: am - pm | Tu: am - pm | W: am - pm | Th: am - pm | F: am - pm | Sa: am - pm |

| LOCATION INFORMATION | | | |
|--|-----------------------------------|---|---|
| Address of New or Expanding Restaurant: | | | |
| Property Control . Land: | <input type="checkbox"/> Owned | <input type="checkbox"/> Leased Term of Lease | <input type="checkbox"/> Other (please explain) |
| Property Control . Building: | <input type="checkbox"/> Owned | <input type="checkbox"/> Leased Term of Lease | <input type="checkbox"/> Other (please explain) |
| Building Situation: | <input type="checkbox"/> Existing | <input type="checkbox"/> Addition | <input type="checkbox"/> New Construction |
| Building Square Footage: | Existing | Addition | New Construction |
| Seating Capacity: | Existing | Addition | New Construction |
| Building Improvements: (Cost & Description) | | | |
| | | | |
| | | | |
| Projected Opening Date: | | | |
| | | | |

| FINANCIAL IMPACT | | |
|---|-------------------------------|-------------------------------|
| Number of Jobs Created: | Full-Time | Part-Time |
| Estimated Annual Sales: | | |
| For existing restaurants - Last 2 Years of Retail Sales: Attach copies of sales tax submissions. | Indicate Year Sales \$ Amount | Indicate Year Sales \$ Amount |
| Estimated daily customer traffic: | | |

Other Business & Applicant Information

Please submit as many of the following items as possible in order for the City of Mandan Growth Fund Committee and City Commission to make an appropriate decision on an application:

- Option to buy agreement for a building or letter of intent to lease contingent on receipt of incentives
- Business plan for new businesses or first-time restaurant operators
- Certificate of Good Standing from N.D. Tax Department
- Proof of registration with N.D. Secretary of State

Additional information or documentation may be requested if deemed necessary.

Be advised as per North Dakota open records law that applications may be released to the public if requested except for portions subject to NDCC 44-04-18.4 pertaining to confidentiality of trade secret, proprietary, commercial, and financial information.

Certification and Authorization

I / We certify that all information set forth in this application is a true representation of the facts pertaining to the proposed business for the purpose of obtaining funding under the City of Mandan Restaurant Incentive Program. I / We understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the City of Mandan.

The undersigned specifically authorizes the City of Mandan Business Development Office or its representatives to conduct a background check on the applicant, including the checking of references and the verification of any information on the application.

I understand that personal and/or business information may be requested pursuant to this applicant for an incentive and I hereby give my consent for such information to be provided to the City of Mandan Business Development Office, the Mandan Growth Fund Committee or its representatives. I also understand that the Mandan Growth Fund Committee and the Mandan City Commission retain the decision as to whether this incentive application is approved, disapproved, or modified. It is my right to accept or decline the incentive amount and terms approved by the program.

The applicant further certifies that he/she has read and understands the City of Mandan Restaurant Incentive Program Guidelines. The applicant must comply with all local, state and federal regulations. It is understood that all funding commitments are contingent upon the availability of program funds.

Release of information

The applicant hereby authorizes any third party to release to the City of Mandan Business Development Office without limit, any and all financial information regarding the applicant that is requested by the City of Mandan Business Development Office, its representatives or employees. Further, the applicant hereby authorizes release of said records and information by the City of Mandan Business Development Office to a third party, as deemed necessary by the City of Mandan Business Development Office, its representatives or employees.

All owners, officers or partners must sign this application.

Signature(s):

Applicant/Business Owner: _____ **Date:** _____

Applicant/Business Owner: _____ **Date:** _____

Submit application form and all supporting documents to:

City of Mandan
Business Development Office
205 Second Avenue NW
Mandan, ND 58554
Website: www.cityofmandan.com/businessdevelopment
E-mail: ehuber@cityofmandan.com

For more information, call City of Mandan Business Development Office; phone 701-667-3485.



Revision Proposed 4-14-16
shown in underlined blue
type.

RESTAURANT REWARDS

Sales Tax Rebate & Interest Buy-Down

Incentive Program (Adopted April 5, 2016)

PROGRAM OVERVIEW

Restaurant businesses are an integral part of the Mandan community. Having convenient access to a variety of eateries is important to the quality of life for area residents and to the quality of experience for people visiting our community for various events and attractions. Convenient access to restaurants is also important to the attraction and retention of other types of businesses.

Mandan demand for restaurants outstrips the supply. According to a 2015 Nielsen opportunity gap analysis, there is a \$23 million gap between expenditures and supply or store sales for the category of foodservice and drinking places in Morton County, our primary trade area. Breaking this down further, the analysis shows a near \$9 million gap for full-service restaurants, a \$7.6 million gap for limited-service eating places, and a \$6 million gap for special foodservices.

The Mandan Growth Fund Committee in cooperation with the City of Mandan Business Development Department is proposing a new program to provide financial assurances for new and expanded restaurant facilities to locate and operate in our underserved market. The program is structured to help reduce both start-up and initial operational costs.

The program is available to qualified retail and restaurant businesses new to or expanding in the City of Mandan. Mandan welcomes unique, one-of-a-kind restaurants as well as national franchise and corporate concepts. The program is open to restaurants that are full-service restaurants (table side service), limited service (order w/ cashier, food brought to tables), and fast food (counter service or drive-up only). Restaurateurs may choose any location within the City.

The program is offered through the City of Mandan Business Development Office through March 31, 2017; at which time the program will be evaluated for a potential one-year extension. The funding source is a portion of the City's 1 percent sales tax revenue. Approval may depend on availability of funds in the Growth Fund at the time of application. Funding for qualified applicants is encumbered on a first-come, first-served basis. Approved applicants will be required to enter into a participation agreement and a business incentive agreement with the City of Mandan.

PROGRAM STRUCTURE & BENEFITS

Sales tax rebate. Restaurants in Mandan collect a total of 3.25% in local taxes from customers:

- 1.75% - City of Mandan sales tax. Of this total, a 1% amount is for uses such as economic development, property tax reduction, infrastructure and debt reduction. The remaining share, 0.75%, is dedicated to a Mandan Park District sports complex approved by voters in June 2015.
- 1% - City of Mandan restaurant and lodging tax. Funds may be used for capital construction and promotion projects to attract visitors to the community to use travel and tourism facilities.
- 0.5% Morton County sales tax. Funds are dedicated to a joint jail project with Burleigh County.

The City of Mandan will rebate back 100% of the collections of the 1% city sales tax for qualified restaurant owners for 5 years.

Example: A restaurant generating \$1 million in annual taxable sales would receive a rebate of \$10,000.

Interest buy-down. The City of Mandan will set aside \$162,000 in the Mandan Growth Fund to provide the local match in the form of a forgivable loan of up to \$53,846 for qualified restaurants seeking a Bank of North Dakota Flex PACE interest buy-down. Funds will be available on a first-come, first-served basis. The restaurant must obtain preliminary approval from their commercial lender and the Bank of North Dakota.

Flex PACE utilizes a partnership between financial institutions and the Bank of North Dakota through a participatory lending arrangement in which half of the loan amount is provided by the lead lender and half by the Bank of North Dakota. Funds are used to reduce the interest costs to borrowers by up to 5 percent below the lead lender's rate to a rate as low as 1 percent.

The program requires a local match, which in Mandan's case is 35 percent. If the principal amount of a project warrants it, the program maximum allows for a buy-down of \$153,846 with the state bank providing \$100,000 and the City of Mandan required to provide \$53,846.

Absent this special program, Mandan Growth Fund Committee policy generally requires repayment of the principal of the local match after the term of the buy-down is complete (usually 5 years). The interest rate and repayment terms are determined based on the nature of the project and public benefits provided. Criteria include jobs creation, job quality, contribution to the local economy, project scope and level of private investment, generation of sales tax, and extent to which the borrower is provided a product or service missing or in greater need in the community. Priority projects in the areas of primary sector businesses, retail, child care and affordable housing will generally be considered for a 0% interest rate.

Eligibility

1. Application must be reviewed and have full approval by the Mandan Growth Fund Committee AND the Mandan City Commission prior to the opening of the restaurant or the expansion of an existing restaurant. Applications after the actionable event are not eligible.
2. Applications will be considered for first-time restaurateurs, new and expanding concepts by existing restaurateurs, and expansion by restaurateurs from outside the City. An inter-city relocation is not eligible for the sales tax rebate without expansion as compared to the previous location.
3. For an expansion of an existing restaurant, any sales tax rebate would be measured as the increase in sales above reported quarterly sales for the prior two years.
4. Delivery or take-out only concepts are not eligible.
5. ~~If the enterprise includes liquor sales,~~ A at least 50% of revenue from any enterprise, including beverage sales, must be generated by prepared food sales on an annual average.
6. The Mandan Growth Fund Committee will review each application on a case-by-case basis and reserves the right to make other exclusions if the use is not consistent with approved City redevelopment and development plans; if it does not benefit the health, safety and welfare of the community; or if the business activity does not meet the objectives of this program.

Conditions

1. In lease situations, a minimum 3-year agreement is preferred.
2. Restaurant must be open for business a minimum of 30 hours per week. If an applicant proposes to be open fewer hours, justification must be presented with the application.
3. *Pending further discussion — First-time restaurant operators or applicants that have been in business for less than one year must submit application to the local N.D. Small Business Development Center office and after start-up participate in quarterly consultations with the SBDC or another approved business consultant.*
4. Installation of an automatic door is required for at least a main entrance to the building as required by Mandan Municipal Code Section 111-2-9.

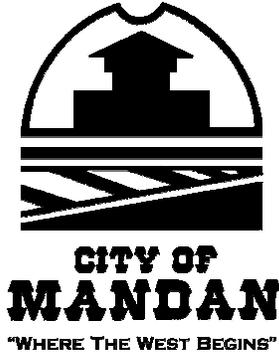
Application Process

1. Submit the application and all required attachments to the City of Mandan's Business Development Office (*application to be developed pending approval of program proposal*).
2. City staff will make every effort to review completed applications (along with all necessary supporting documentation required for the application process) within a 2-week period.
3. The Mandan Growth Fund Committee will meet to review application and make recommendation to the Mandan City Commission. MGF meetings are scheduled as needed. Applicants will be notified of the meeting and asked to attend to present their request for assistance.
4. An application recommended for approval will be forwarded to the Mandan City Commission for consideration. The City Commission meets the first and third Tuesdays of the month at 5:30 p.m. Applicants will be notified of the meeting and asked to attend to represent their request.
5. Recommendations of the Growth Fund Committee will be presented to the City Commission for consideration of final approval within 45 days after a complete application is submitted.

Implementation Procedures

1. Business has 1 year from City Commission approval to be open and operational. This includes having a certificate of occupancy and being compliant with all laws and health regulations. The applicant may request an extension in writing to the City Commission. The extension may or may not be approved based on documentation of progress toward the goal. If the extension is not approved or the deadline passes without a qualified restaurant opening, the amount allocated to the applicant will be forfeited by the applicant.
2. An approved restaurant will be required to provide the N.D. Tax Department with authorization to release data to the City of Mandan regarding its quarterly sales tax remittance. It will also be required to submit a copy of its monthly or quarterly sale tax remittance report to the City of Mandan.
3. The City of Mandan will provide the sales tax rebate to the approved restaurant on an quarterly annual basis, ~~within 1 month of the data being made available.~~
4. Applicant (and landlord in lease situations) must be current on all municipally applied taxes, special assessments, utility bills, or loans. Payments will cease if either party fails to be current on these obligations.
5. Payments cease if applicant discontinues the business, moves the business from Mandan, or fails to comply with any and all building, fire, health or zoning codes or regulations applicable to the business.
6. The subsidy will be structured as an interest-free loan that will be pro-rated and forgiven over the course of 5 years from date of opening, provided the restaurant remains in continuous operation within the City of Mandan. A participating restaurant that locates outside the City before this time shall repay a pro-rata share of the subsidy.
7. Following the first 12 months of subsidization and through the fifth year of operation, each applicant will be required to submit an annual report to the Business Development Office to provide information about full-time and part-time employment, wages and benefits.

Application form and template legal agreement pending. For more information, contact the City of Mandan Business Development Office, phone 701-667-3485.



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 14, 2016
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: MGF Recommendation for Clarifications to the Retail & Restaurant Incentive Program

STATEMENT/PURPOSE: To consider a recommendation by the Mandan Growth Fund (MGF) Committee for the clarifications to the Retail and Restaurant Incentive Program.

BACKGROUND/ALTERNATIVES: The Retail and Restaurant Incentive Program was first approved and established in 2010 and modified in 2011. The program provides a stipend of up to \$5 per square foot of operating space during the first year of operation for qualified retail and restaurant businesses that fill a gap in the community's market profile. The program is capped at \$20,000 per project and so inherently is most fitting to relatively small, independent business enterprises.

The MGF reviewed program guidelines and eligibility criteria at its April 14, 2016, meeting and voted to recommend two substantive clarifications and minor clean-up language. The substantive clarifications are:

1. That the application must have final approval from the Mandan Growth Fund Committee and Mandan City Commission prior to the business opening (or expanding).
2. That the list of retail preferences in Exhibit A be modified similar to the proposal for the Restaurant Rewards Program recommendations to indicate that a restaurant business is defined as having 50% or more of its revenue generated by prepared food sales (as compared to sales of beverage or other non-food items).

ATTACHMENTS: Retail and Restaurant Incentive Program Overview and Application Information with proposed clarifications and updates

FISCAL IMPACT: The proposed changes have no fiscal impact. The program itself has a remaining allocation in the Growth Fund of \$23,312.50.

STAFF IMPACT: Staff time is required to process applications, manage stipend payments and compliance.

LEGAL REVIEW: Attorney Brown has reviewed all information.

RECOMMENDATIONS: The MGF voted to recommend approval of the proposed clarifications and updates to the Retail and Restaurant Incentive Program.

SUGGESTED MOTION: I move to approve the clarifications and modifications as presented to the Retail and Restaurant Incentive Program.



Retail & Restaurant Incentive Program GUIDELINES

The Program

The purpose of this program is to serve as a catalyst for securing new retail, restaurant and service concepts to fill vacant properties and stimulate new construction by providing financial assistance to qualified applicants.

The program is available to qualified retail and restaurant businesses new to or expanding in the City of Mandan. Retailers/restaurateurs may choose any location within the City.

The program is offered through the City of Mandan's Business Development Office. The funding source is a portion of the City's 1 percent sales tax revenue set aside in the Mandan Growth Fund for economic development purposes. Availability of funds for the program will depend on the balance in the Growth Fund at the time of application. Funding for qualified applicants is encumbered on a first-come, first-served basis.

Program Benefits

An incentive in the form of a forgivable loan during the first 12 months of operation for qualified retail, restaurant or service businesses based on their operating square footage. The maximum assistance to be provided is \$5 per square foot. There is an additional cap of no more than \$20,000 per property.

Examples:

- Retail shop or restaurant plans to open in a 3,000 square foot operating space. Could apply for up to a \$5 per square foot subsidy to be paid for 12 months totaling \$15,000 or \$1,250 per month.
- Retail shop or restaurant plans to operate in an 8,000 square foot space. A \$5 per square foot subsidy exceeds the maximum of \$20,000 per property, so the most that could be allocated is \$20,000 for 12 months (an equivalent subsidy of \$2.50 per square foot) at \$1,666.67 per month.
- Existing retailer plans to expand from 3,000 sf to 6,000 sf. Could apply for up to a \$5 psf subsidy on the 3,000 sf expansion to be paid for 12 months totaling \$15,000 or \$1,250 per month.

Eligibility

1. For-profit businesses that collect sales and use taxes and that are not currently operating in the city or that provide new or underserved products or services. (See Retail Preferences . Exhibit A).
2. Applications will be considered for first-time retailers/restaurateurs, new and expanding concepts by existing retailers/restaurateurs, and expansion of retailers and restaurateurs from outside the City.
3. Eligible retailers must devote a majority of the floor space to the display of products available for sale on the premises. Catalog showrooms shall not be eligible.
4. Non-profit organizations will be considered only if there is a retail component to the operation.
5. Must be a permitted use in compliance with all laws, zoning ordinances, rules and regulations applicable to the business.
6. Ineligible uses include but are not necessarily limited to thrift stores, second hand stores, dollar stores, pawn shops, non-profit agencies and entities (unless there is a retail component), schools, day care centers, currency exchanges including check cashing agencies and some non-bank financial retail outlets, bars and liquor stores (more than 50% of revenue generated by alcohol sales as compared to food), passive real estate ownership and management firms, and personal service retailers such as tanning salons, nail shops, beauty parlors, or tattoo parlors.
7. The Mandan Growth Fund Committee will review each application on a case-by-case basis and reserves the right to exclude other business activities if the use is not consistent with approved City redevelopment and development plans; if it does not benefit the health, safety and welfare of the community; or if the business activity does not meet the objectives of this program.
8. Businesses currently located in the City moving from one location to another location are not eligible unless there is an expansion and then only on the additional operating square footage.
- ~~8-9.~~ [Application must have final approval from the Mandan Growth Fund Committee and Mandan City Commission prior to business opening.](#)

Conditions

1. In lease situations, a minimum 3-year agreement is preferred.
2. Retailer must be open for business a minimum of 30 hours per week. If an applicant proposes to be open fewer hours, justification must be presented in the business plan.
3. First-time retailers or applicants that have been in business for less than one year must submit application to the local N.D. Small Business Development Center office and after start up participate in quarterly consultations with the SBDC or another approved business consultant.
4. Installation of an automatic door is required for at least a main entrance to the building as required by Mandan Municipal Code Section 111-2-9.

Application Process

1. Submit the application and all required attachments to the City of Mandan's Business Development Office (see application for required documentation).
2. City staff will make every effort to review completed applications (along with all necessary supporting documentation required for the application process) within a 2-week period.
3. The Mandan Growth Fund Committee will meet to review application and make recommendation to the Mandan City Commission. MGF meetings are scheduled as needed. Applicants will be notified of the meeting and asked to attend to present their request for assistance.
4. An application recommended for approval will be forwarded to the Mandan City Commission for consideration. The City Commission meets the first and third Tuesdays of the month at

5:30 p.m. Applicants will be notified of the meeting and asked to attend to represent their request.

5. Recommendations of the Growth Fund Committee will be presented to the City Commission for consideration of final approval within 45 days after a complete application is submitted.

5-6. The project applicant will be notified in writing and both the City and the Applicant will sign a Recipient Agreement once the City Commission has approved a project.

6-7. Business has 180 days from City Commission approval, which encumbers funding, to be open and operational. The applicant may request an extension in writing to the City Commission. The extension may or may not be approved. If the extension is not approved and the reimbursements have not commenced within 180 days, the amount allocated to the applicant will be forfeited by the applicant.

Selection Criteria

- Degree to which business provides an economic and added value public benefit to the location area and complements other businesses in the community
- Degree to which the business fills gaps in Mandan's retail and service sector (as indentified in a 2008any household surveys and through available market statistics)
- Qualifications and track records of business owners or managers
- Potential for long-term viability
- Business plan
- Financial history
- Hours of operation
- Extent of customer base
- Storefront plans (exterior condition or upgrades, signage, displays)
- Investment of business owner (in inventory, point-of-sale software, equipment, building improvements, or other business start-up expenses)
- Jobs created
- Degree to which other public incentives are being utilized or the overall ratio of public to private investment.

Implementation Procedures

1. The program requires that the applicant pay upfront expenses. The City of Mandan will provide the subsidy within 30 days after the applicant has been open for business for one month.
2. Applicant (and landlord in lease situations) must be current on all municipally applied taxes, special assessments, utility bills, or loans. Payments will cease if either party fails to be current on these obligations.
3. Payments cease if applicant discontinues the business, moves the business from Mandan, , or fails to comply with any and all building, fire, health or zoning codes or regulations applicable to the business.
4. The subsidy will be structured as an interest-free loan that will be pro-rated and forgiven over the course of 3 years from date of opening, provided the retailer remains in continuous operation within the City of Mandan. Retailers who locate outside the City before this time shall repay a pro-rata share of the rent subsidy.
5. Following the first 12 months of subsidization and through the third year of operation, each applicant will be required to submit a quarterly report to the Business Development Office to verify that the business is still operating in the approved location and an annual report to provide statistics on full-time and part-time employment.

Exhibit A — Retail Preferences

- Appliances
- Art/frame store
- Arts, crafts, hobby shop
- Bakery/bread store/dessert shop
- Book store (new)
- Clothing and other apparel · men, women, children
- Consumer goods rental
- Dry cleaners
- Electronics
- Food specialties · product specific, health, fresh, organic, etc.
- Gift, novelty, souvenir shop
- Hardware/paint
- Home décor or accessories
- Ice cream parlor
- Kitchen supplies and accessories
- Movie theater or other recreational/entertainment services
- Music or musical instruments
- Pet supplies
- Restaurants (more than 50% of revenue generated by [prepared](#) food sales ~~as compared to alcohol~~)
- Shoe store · men, women, children
- Toy store

This list may not be all inclusive. Other types of businesses may be eligible as long as not explicitly listed as “ineligible” and if providing products or services missing from Mandan’s business community or documented as in demand by residents.



**CITY OF
MANDAN**
"WHERE THE WEST BEGINS"

Retail & Restaurant Incentive Program APPLICATION & CHECKLIST

Business Name _____

Address of Proposed ~~Downtown~~ Business _____

Applicant's Mailing Address _____ City _____ State _____ Zip _____

Applicant's Phone _____ Email _____

Use:

Retail Square Feet _____ Restaurant Square Feet _____

AMOUNT OF ASSISTANCE REQUESTED PER SQUARE FOOT \$ _____

Approximate cost to open the business: \$ _____

Personal Investment \$ _____ (Equity)

Bank or other financial commitment \$ _____ Other: _____

Building Acquisition or Construction Cost \$ _____

Building Rehabilitation \$ _____ Lease Term _____

Monthly Rent/Lease Per Square Foot \$ _____ Landlord Match _____

Proposed Opening Date of the Business _____

Description of the Business Including Products and Services Being Offered _____

Number of New Jobs _____ Expected daily traffic _____ Estimated Opening Date _____

Weekly hours of operation _____

Other Business & Applicant Information

Please submit as many of the following items as possible in order for the City of Mandan Growth Fund Committee and City Commission to make an appropriate decision on an application:

- Option to buy agreement for a building or letter of intent to lease contingent on receipt of incentives
- Business plan
- Personal financial statement and 3 years federal tax returns for principals of any new business, or business operating less than one year. Three years tax returns for any existing business
- Marketing plan
- Cost estimates for up-fit/equipping the space
- Business/personal history
- Certificate of Good Standing from N.D. Tax Department
- Proof of registration with N.D. Secretary of State

Be advised as per North Dakota open records law that applications may be released to the public if requested except for portions subject to NDCC 44-04-18.4 pertaining to confidentiality of trade secret, proprietary, commercial, and financial information.

Certification and Authorization

I / We certify that all information set forth in this application is a true representation of the facts pertaining to the proposed business for the purpose of obtaining funding under the City of Mandan Retail & Restaurant Incentive Program. I / We understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the City of Mandan.

The undersigned specifically authorizes the City of Mandan Business Development Office or its representatives to conduct a background check on the applicant, including the checking of references and the verification of any information on the application.

I understand that personal and/or business information may be requested pursuant to this applicant for an incentive and I hereby give my consent for such information to be provided to the City of Mandan Business Development Office, the Mandan Growth Fund Committee or its representatives. I also understand that the Mandan Growth Fund Committee and the Mandan City Commission retain the decision as to whether this incentive application is approved, disapproved, or modified. It is my right to accept or decline the incentive amount and terms approved by the program.

The applicant further certifies that he/she has read and understands the City of Mandan Retail & Restaurant Incentive Program Guidelines. If a determination is made by City of Mandan staff that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the City of Mandan and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all funding commitments are contingent upon the availability of program funds.

Release of information

The applicant hereby authorizes any third party to release to the City of Mandan Business Development Office without limit, any and all financial information regarding the applicant that is requested by the City of Mandan Business Development Office, its representatives or employees. Further, the applicant hereby authorizes release of said records and information by the City of Mandan Business Development Office to a third party, as deemed necessary by the City of Mandan Business Development Office, its representatives or employees.

All owners, officers or partners must sign this application.

Signatures:

Applicant/Business Owner: _____ **Date:** _____

(if different from applicant)

Property Owner : _____ **Date:** _____

Submit application form and all supporting documents to:

City of Mandan
Business Development Office
205 Second Avenue NW
Mandan, ND 58554

For more information, call City of Mandan Business Development Office; phone 701-667-3485.



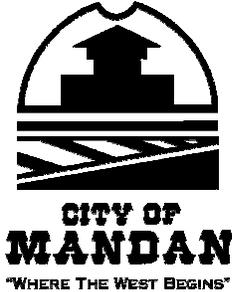
RETAIL & RESTAURANT INCENTIVE — APPLICATION EVALUATION

The purpose of the program is to serve as a catalyst for securing new retail, restaurant and service business in the City of Mandan to provide greater selection and convenience to residents, businesses and visitors as well as to generate additional revenues for the public sector by way of local sales or restaurant and lodging taxes. Following are guidelines for use by Mandan Growth Fund Committee members. To be completed individually, tallied and averaged. Subject to discussion.

| | | | | | |
|---|----------------------|-----------------------|--------|--------|-------------------------|
| Applicant: | | | | | |
| Amount of subsidy requested psf: | | | | | |
| Operating space (sf): | | | | | |
| <u>SECTIONS BELOW FOR USE BY MANDAN GROWTH FUND ONLY</u> | | | | | |
| 1. Degree to which business fills a gap? | Significant | | | | Minimal |
| | 5 | 4 | 3 | 2 | 1 |
| 2. Products/services needed by other businesses? | Significant | | | | Minimal |
| | 5 | 4 | 3 | 2 | 1 |
| 3. Sales or restaurant tax potential? | Significant | | | | Minimal |
| | 5 | 4 | 3 | 2 | 1 |
| 4. # of jobs created? | Significant | | | | Minimal |
| | 5 | 4 | 3 | 2 | 1 |
| 5. Use of other public incentives | Minimal (5% or less) | 6-9% | 10-19% | 20-29% | Significant 30% or more |
| | 5 | 4 | 3 | 2 | 1 |
| 6. Customer base | Broad | | | | Limited |
| | 5 | 4 | 3 | 2 | 1 |
| 7. Hours of operation | High | | | | Low |
| | 5 | 4 | 3 | 2 | 1 |
| 8. Qualifications of owners, managers | Strong | | | Weak | No info |
| | 5 | 4 | 3 | 2 | 1 |
| 9. Potential for long-term viability | Strong | | | | Weak |
| | 5 | 4 | 3 | 2 | 1 |
| 10. Storefront plans/curb appeal | Significant | | | | Minimal |
| | 5 | 4 | 3 | 2 | 1 |
| 11. Investment - inventory, equip, building, etc. | Significant | | | | Minimal |
| | 5 | 4 | 3 | 2 | 1 |
| <i>Ratings/recommendation to be provided by third-party such as SBDC or LCRDC</i> | | | | | |
| 12. Business plan | Strong | | | Weak | No plan |
| | 5 | 4 | 3 | 2 | 1 |
| 13. Financial history | Strong | | | Weak | No info |
| | 5 | 4 | 3 | 2 | 1 |
| Totals | | | | | |
| Grand Total | | Average Rating | | | |

General Guide (based average rating):

- Less than 2.0 = no assistance
- 2.5 to 2.9 = ½ of maximum
- 4.0 and greater = maximum
- 2.0 to 2.4 = ¼ of maximum
- 3.0 to 3.9 = ¾ of maximum



New Business No. 2
[Revised April 18, 2016](#)

Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: ~~April 15, 2016~~ Revised April 18, 2016
SUBMITTING DEPARTMENT: Business Development and Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development and Communications Director
PRESENTER: Ellen Huber, Business Development and Communications Director
SUBJECT: Way-finding Sign Design Package & Request for Bids

STATEMENT/PURPOSE: To consider a recommendation for the Ad Hoc Visitors Way-finding Sign Committee for the design, locations and destination messaging for the visitor way-finding sign project and to issue a request for bids for sign fabrication and installation. The purpose of the proposed signs is to provide direction to visitors for various attractions and destinations as well as a sense of community branding and character.

BACKGROUND/ALTERNATIVES: The City Commission at its Dec. 1, 2015, meeting approved up to \$250,000 for this project to include design and engineering fees as well as sign fabrication and installation. The money was approved from the Visitors' Promotion Fund that is generated with the 1 percent city restaurant and lodging tax for this project. Visitor promotion funds must be used in accordance with N.D. Century Code 40-57.3-02 for "tourism or the purchase, equipping, improving, construction, maintenance, repair, and acquisition of buildings or property consistent with visitor attraction or promotion."

At this same meeting, the Commission approved formation of an ad hoc committee to assist with site and sign design selection based on the work of the selected contractor. The committee was formed as follows:

- City Commission, Mike Braun
- Community Beautification Committee, Brian Dehnert
- Leadership, Pride & Image Committee, Melissa Frohlich
- City Business Development & Communications Department, Ellen Huber
- Architectural Review Commission, Miles Melhoff
- City Administrator, Jim Neubauer

- Visitors Promotion Fund Committee, Lee Pierce

The consultants providing design and engineering services for this project as approved in a contract by the City Commission at its Dec. 15, 2015, meeting are Berberich Designs and Kadmas Lee and Jackson.

All signs are proposed for arterial streets and highways for which the N.D. Department of Transportation has jurisdiction and therefore must meet Federal Highway and state regulations. These regulations dictate many aspects of the signs including, but not limited to, that destinations listed on the way-finding signs must be within city limits (with NDDOT providing roadway signs for attractions beyond those limits), the need for breakaway posts, the need to be at least 100 feet from any other roadway sign, and overall sign simplicity with a maximum allowance of three destination listings and four lines per sign, consistent logo use, no more than two colors, font size in relation to roadway speed limits.

The ad hoc committee has met three times on this project and soon realized that, because of the NDDOT constraints, more signs will ultimately be needed than originally envisioned to address all areas and destinations within the community. The new signs are generally smaller and simpler, but need to be greater in number as compared to the existing way-finding signs. The committee prioritized and recommended the initial 24 locations shown in the packet along with design and destination listings presented. A Phase II project could be considered pending future funding.

Among the sign design elements is a recommendation by the consultant and the committee for the use of cedar posts. The cedar posts are preferred for reasons of both aesthetics and harmony with the sign design as well as to maximize project impact with a greater number of signs and geographical coverage. The consultant indicates that the second choice, metal posts (powder-coated aluminum or steel) would be approximately 2-3 times the cost of the cedar posts because the metal posts require breakaway hardware with a concrete base whereas the cedar posts can meet the requirement with holes drilled in the bottom.

Berberich Design has received tentative approval of the package to date from the N.D. Department of Transportation with final approval to come once the package is bid out and the fabricator produces engineered shop drawings that are signed and stamped by a professional engineer.

The proposed sign design package was presented to the Mandan Architectural Review Commission (MARC) for consideration at its April 12 meeting. MARC consensus was that the sign policy allows for the project to be exempt from permit because the signs are for roadways and will be placed in the public right-of-way. They are also directional and instructional, without commercial advertising. MARC members did express reservation; however, about the use of cedar posts. The sign policy has sections that reference support

posts being made of non-flammable material, although Building Official Doug Lalim indicates flammable materials are allowed by building code up to a height beyond the proposed sign height. MARC plans to review its policy in the coming year for inconsistencies and clarifications. Meanwhile, the consultant recommends bidding the project with both post options.

The tentative timeline from here forward as follows:

1. April 22 & 29 & May 6 — Public notices in the Mandan News and Bismarck Tribune about the request for bids
2. May 13 — Bid opening
3. May 17 — City Commission consideration of the award of bids
4. May 20-27 (date to be determined) – Special City Commission meeting for consideration of contract approval
5. 6 weeks for sign production and installation (with a goal of having in place by July 4)

Deleted: 2

ATTACHMENTS: Way-finding sign package with sign design, locations and destination messages (split into 4 sections due to file size). First section revised with updated bid form and specifications. Draft legal ad also attached.

Deleted: 3

FISCAL IMPACT: A maximum of \$250,000 has been approved for the project from the Visitors Promotion Capital Construction Fund.

STAFF IMPACT: Staff time is necessary for project direction and oversight.

LEGAL REVIEW: Attorney Brown has reviewed all information.

RECOMMENDATION: The Ad Hoc Visitors Way-Finding Sign Committee recommends approval of the design package as presented and for the issuance of a request for bids.

SUGGESTED MOTION: I move to approve the visitor way-finding signage project design, locations and destination messages as presented and to authorize issuance of a request for bids.

MANDAN, ND
CITY WAYFINDING PROJECT

PHASE IV
DESIGN INTENT

DATE: 04/14/2016

BER
BER
ICH

DESIGN

PO BOX 468 HILL CITY, SOUTH DAKOTA 57745
605-430-5170 • RAY@BERBERICHDESIGN.COM



BERBERICHDESIGN
PO Box 468
Hill City, SD 57745
Contact:
Ray Berberich
605-430-5170
ray@berberichdeisgn.com

Project:
City-Wide Vehicular
Wayfinding

Prepared for:
The City of Mandan
205 Second Avenue NW,
Mandan, ND 58554

Client Contact:
Ellen Huber, CEcD
Business Development &
Communications Director
Office 701-667-3485
Cell 701-400-6249

Date: 04/21/2016
Revisions:
-

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Drawn by: RB

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004 - DOT_Post Information

VEH1.00 - Vehicular Directional (Small)

VEH2.00 - Vehicular Directional (Not Used)

VEH3.00 - Vehicular Directional

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LP.00 - Mandan Base Map

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BID FORM - CITY OF MANDAN, NORTH DAKOTA - VEHICULAR WAYFINDING

Company Name: _____

Contact Information: _____

The undersigned proposes to provide all labor, materials, equipment, supervision, coordination and all related incidentals needed to furnish, fabricate, and install the proposed Wayfinding Signage Program.

In accordance with the bid documents submitted by the CITY OF MANDAN, NORTH DAKOTA dated _____ and including all associated addenda numbered thru _____, inclusive, for an all-inclusive Base Bid for the Wayfinding Signage Program to include but not limited to all incidental costs for shop drawings, engineering, permitting, permit fees, samples, and shipping. Installation costs shall be submitted as a lump sum fee at the end of the bid form and shall not be included in the unit or extended costs.

| SIGN TYPE | DESCRIPTION | QUANTITIES | UNIT COSTS | EXTENDED COSTS |
|--|-----------------------------------|------------|------------|----------------|
| VEH1.00 | Vehicular Directional (Small) | 11 | _____ | _____ |
| VEH2.00 | Parking Identification (Not Used) | 0 | _____ | _____ |
| VEH3.00 | Vehicular Directional (Large) | 13 | _____ | _____ |
| (NOTE: BIDDER NEEDS TO VERIFY ALL QUANTITIES) | | | | |

| | |
|--|--------------------|
| FABRICATION: ESTIMATED LEAD-TIME (DAYS) | FABRICATION COST: |
| INSTALLATION: ESTIMATED LEAD-TIME (DAYS) | INSTALLATION COST: |
| GRAND TOTAL: | |

ALTERNATES

Refer to sheet 002 - General Specification >Bid Specifications> Alternates.

1. Provide lump sum alternate pricing for .100" aluminum to replace 6mm composite aluminum.

ADD - _____ DEDUCT - _____

2. Provide lump sum alternate pricing for concrete footers, 6" square aluminum painted post with breakaway hardware that meets or exceeds MUTCD specifications to replace all cedar sign posts.

ADD - _____ DEDUCT - _____

VOLUNTEERED ALTERNATES

Any volunteered alternates may be submitted with the bid form, based on the use of the products equivalent or better in quality and /or performance as specified. List any voluntary alternates separately and attach to the bid form. Provide the following information for each voluntary alternate:

- 1) Name of manufacturers and / or suppliers
- 2) Detailed description of the alternate to include all product and warranty data, material, finishes and availability
- 3) Reason for proposing the voluntary alternate
- 4) Change in price

The business address to which the Notice to Proceed may be mailed, emailed, faxed or otherwise delivered:

Contact: _____
Email: _____
Phone: _____

Address: _____

SUBMITTED:

By: _____ Date: _____

Its; _____

AWARDED CONTRACT

The contract will be awarded to the firm whose proposal conforms to the solicitation and will be most advantageous to the CITY OF MANDAN, NORTH DAKOTA with price and other evaluation factors considered. The CITY OF MANDAN, NORTH DAKOTA reserves the right to reject any and all proposals received and reserves the right to waive any informalities to negotiate with the selected Fabricator / Vendor. This project may be subject to phasing. If phasing occurs, this issue will be resolved and negotiated with the selected Fabricator

BERBERICHDESIGN

PO Box 468
Hill City, SD 57745

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605-430-5170
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Drawn by: RB

Bid Form

GENERAL SPECIFICATIONS

SUBMITTALS

A. SHOP DRAWINGS: PDF format shop drawings are to be submitted to the Owner and Designer for review prior to production. These drawings are to show/indicate all materials, finishes, construction details, lighting, and installation detailing of artwork and signage structure, including locations of all material seams (finished and unfinished). Additional drawing(s) may be requested by the Designer, at the contractor's expense to further indicate items in question.

B. PRODUCT DATA: Submit manufacturer's technical data and installation instructions for each type of sign and/or fixture required. As will be provided in the completed, installed sign unit.

C. SPECIFIC SAMPLES: Submit two (2) 6" x 6" samples of all actual material to be used for each different finish surface, (each color and texture) coated to match the proper color texture and finish as for each indicated, to show the quality of fabrication and design. If there are material seams or welded joints in the sign cabinet, a sample of a continuously welded, ground, filed, and smoothed seam with the correct indicated finish(s) applied must be submitted for Designer review. Completed and installed components will be evaluated based on these submittals.

D. OTHER SAMPLES: Two (2) 6" x 6" samples of all exterior materials that can be viewed when all finished sign structures are completed and in place (in addition to those mentioned above) are to be submitted for Designer review prior to production. Items sampled would include those specified, as well as those materials proposed for substitution of specified materials, or suggested materials for those that are unspecified, including Neon (sample drawing will be provided).

E. STRUCTURE: Design of installation, internal structure, mounting assemblies and foundations by Sign Contractor: Sign Contractor shall submit comprehensive shop drawings incorporating an adequate foundation or mounting structure for all sign components given site conditions. The sign contractor shall at his expense submit calculations, stamped by the appropriate Engineer registered in the state of Final Installation for all structural members, including foundations for Owner's review.

F. ELECTRICAL REQUIREMENTS: Sign Contractor shall provide at the earliest possible time the specific electrical requirements (if any) to the Owner.

G. LAMP SERVICE: Sign Contractor to provide Designer and Owner with complete lamp replacement information brand, type, wattage, color, etc. For all lighted components. This information shall be in type written format (8-1/2" x 11") and shall indicate at least one local (site) supplier.

H. MAINTENANCE: Sign Contractor to provide Designer and Owner with complete finish / component care instructions as specified by manufactures for on-going cosmetic sign cleaning and maintenance.

QUALITY ASSURANCE

A. UL COMPLIANCE: Provide lighting fixture and electrical components that are UL-labeled and listed. Indicate electrical service required and location for review by Designer.

B. LAMP EMISSION: All lighting fixtures/sources shall emit a color balanced, consistent and uniform light with no browning, flickering, haloing, or other uneven effect.

C. ELECTRICAL HARDWARE: All transformers and electrical hardware shall be concealed, non-audible and non-visible to pedestrian and vehicular traffic.

D. LABELING: There shall be no visible labels, manufacturer's or otherwise, code permitting, on the completed signs. If labels are required, a sample label and intended location must be submitted for Designer review, prior to application.

E. STOCK: All materials, hardware, electrical components, finishes, etc. used to fabricate any and all sign components shall be "NEW" (not previously used or operated in any other application) and from the most recent original manufacturer's production run/supply and appropriately matched to the service conditions required of the site.

F. ARTWORK: Digital artwork for all symbols and other custom designed graphic components, such as logos, logo-type and arrow heads used for all sign types shall be furnished or specified by the Designer for reproduction. All enlarging and reducing is the responsibility of the Sign Contractor. Paper patterns are required prior to fabrication.

G. EXECUTION: Problems such as messages being too long to fit into the required formats, difficult logo or logo-type components to reproduce accurately, etc., must be brought to the attention of the Designer, prior to execution. The Sign Contractor is not to resolve these kinds of discrepancies.

H. OWNERSHIP: All designs created by the Designer for this project are to be used exclusively for this project. The Sign Contractor must receive express written permission from the Designer and Owner for any use other than for the completion of this project including self-promotion and publication. It is required that all original artwork furnished be returned upon completion of this project. (Deposit may be required.)

I. ACCEPTANCE: All work shall be complete in every respect and satisfactory to all governing legislative authorities and building codes, the Owner and the Designer.

PERMITS

A. PERMITS: Sign Fabricator is responsible for acquiring all necessary permits and approvals from all governing authorities for contents of this package prior to fabrication and/or installation. Owner is to be supplied with copies of all permits and approvals.

D. SIGN MOCK-UP FOR APPROVAL: Prior to fabrication the successful bidder shall mock-up of one or more sign types for Owner approval. Owner shall advise and negotiate with successful bidder on sign types, time-line and cost.

E. TIMBER: All timber used is to be Western Red Cedar. All cedar to be rough sawn, timber free of heart center (fohc). Refer to: <http://www.realcedar.com/architects/engineering-data/> for additional specification information. Contact PAUL MACKIE 877-316-8845 or www.realcedar.com and for information on lumber yards and distributors.

DISTRIBUTOR CONTACT INFORMATION:
Midwest Lumber, PO Box 800, Stillwater, MN 55082
Tim Knox 800-862-6003, 651-439-5051, 651-439-5446

MATERIALS

A. ACRYLIC/COLOR TRANSLUCENT SHEET: Where sheet material is indicated as a "color", provide color translucent sheet of density required to produce uniform brightness without halo effects. Material provided shall be appropriately matched to the intended permanent field conditions.

B. ACRYLIC/TRANSPARENT SHEET: Where sheet material is indicated as "clear" provide colorless sheet in glass finish, with light transmittance of 92%, where tested in accordance with the requirements of ASTM D-1003.

C. ALUMINUM SHEET: Provide aluminum sheet of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated, and with not less than the strength and durability properties specified in ASTM B109 for 5005-H15.

D. ALUMINUM EXTRUSIONS: Provide aluminum extrusions of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated, and with not less than the strength and durability properties specified in ASTM B-221 for 6063-T5.

E. STRUCTURAL STEEL: Provide internal galvanized structural steel as required to meet the requirements of the permanent installation when required.

F. FASTENERS: Unless otherwise indicated, use concealed fasteners fabricated from Hot Dipped Galvanized Steel, Stainless Steel and / or Aluminum. No steel fasteners.

G. ELECTRICAL LAMPS: Provide new electrical components and respective lamps, so as to be easily repaired or replaced from local available stock. (24 hr. max. turn around).

H. VINYL WALL COVERING: Type II, PVC coated, 20 oz., 20 mil, passes flame test, ASTM E-84-98, Meets UL723, NFPA NO. 255, UBC 42-1 AND ANSI NO. 2.5

I. ALTERNATE MATERIALS AND METHODS: All bids are to be based directly on the materials and fabrication techniques indicated in this drawing package. No alternates will be considered as part of the base bid. Any alternates suggested by the potential bidder must be quoted separately as alternates and must be accompanied by a complete description of the proposed alternate in order to be considered.

J. WARRANTY

- During the warranty period, the Contractor agrees to restore defective work to the standard of the Bid Documents without cost to the Client, including material and labor, for three years after acceptance of the Work.

- Signs shall be warranted for five years against discoloration, UV fading, delamination, or deterioration.

- Vinyl die-cut letters shall be warranted for five years against delamination from substrate.

- At project completion the Contractor must include within a 3-ring binder material samples and all warranty information, to include but not limited to, labor, materials, products used, along with all lighting specification and manufacturers contact information.

F. The sign fabricator(s) and / or contractor(s) accepts total responsibility for all final selected materials, engineering methods, fabrication methods, permitting and installation. Shop drawings and plan sheets are required to be sealed and signed by a North Dakota registered PE.

ALTERNATES

1. Provide lump sum alternate pricing for .100" aluminum to replace 6mm composite aluminum.

2. Provide lump sum alternate pricing for concrete footers, 6" square aluminum painted post with breakaway hardware that meets or exceeds MUTCD specifications to replace all cedar sign posts.



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Drawn by: RB

General Specifications

BID SPECIFICATIONS (Also refer to complete bid documents)

A. ALL POTENTIAL BIDDERS: All bidders must submit, at Owners request, three (3) examples of similar projects, completed under the bidding company's name, within a period of three years prior to the date of this bid. This submittal is to include: detailed photographs, shop drawing examples and total project costs. Potential bidders must also submit a written description regarding their specific role in each submitted project as well as a statement regarding their qualifications as they directly relate to this project along with their bid.

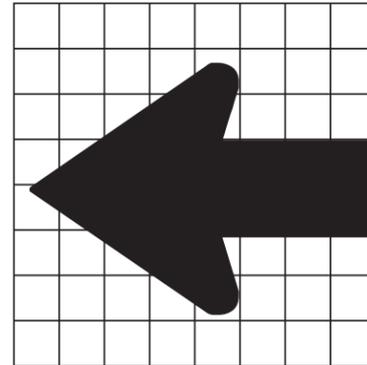
B. SIGN REMOVAL AND DISPOSAL: Disposal of existing signage by Owner.

C. PROJECT COMPLETION: Successful bidder shall have six (6) week after bid has been awarded for substantial completion. Project close-out to follow 12 days after substantial completion.

LOGO VERSIONS



ARROW DETAIL



FHWA / DOT OVERVIEW OF DESIGN STANDARDS

- 1) MAXIMUM OF 3 LISTINGS / DESTINATIONS PER SIGN PANEL.
- 2) MAXIMUM OF 4 LINES PER SIGN PANEL.
- 3) COLOR CONTRAST SHOULD BE AT LEAST 70 PERCENT BETWEEN TYPEFACE AND BACKGROUND.
- 4) FHWA SERIES "D" FONT TO BE USED.
- 5) LETTER CAP HEIGHT TO BE 4 " UPPER CASE WITH 3" LOWER CASE FOR SIGNS IN URBAN CONDITIONS WITH SPEEDS OF 25 MPH OR LESS.
- 6) LETTER CAP HEIGHT TO BE 6" UPPER CASE AND 4 1/2" LOWER CASE FOR SIGNS ON ROADWAYS OVER 30 MPH.
- 7) RETROREFLECTIVE VINYL MUST BE USED AND COMPLY WITH MUTCD SECTION TABLE 2A-3.
- 8) ALL SIGN POSTS ARE TO BE BREAKAWAY AND MEET OR EXCEED MUTCD SPECIFICATIONS.
- 9) SIGNS WITHIN RIGHT-OF-WAY AND IN CLEAR ZONES MUST HAVE A VERTICAL CLEARANCE OF 7'-0" IN URBAN AREAS AND 5'-0" IN RURAL AREAS.
- 10) 5'-0" MINIMUM LATERAL SETBACK FOR POSTS REQUIRED IN URBAN AREA WITH LOW SPEEDS ≤ 40 MPH WITH CURB.
- 11) 2'-0" MINIMUM LATERAL SETBACK OFF BACK OF CURB TO FRONT EDGE OF SIGN IN URBAN AREAS.
- 12) 6'-0" MINIMUM LATERAL SETBACK FROM EDGE OF SHOULDER TO NEAR EDGE OF SIGN FOR POSTS IN RURAL AREAS .
- 13) SETBACK ≥ 30'-0" POST ARE NOT REQUIRED TO BE BREAKAWAY.
- 14) SIGNS WITHIN RIGHT-OF-WAY (ROW) AND IN CLEAR ZONES MUST USE "BREAK AWAY" HARDWARE AND/OR CONSTRUCTION METHODS.
- 15) SIGN SPACING SHOULD BE A 200' DESIRABLE, 100' MINIMUM IN URBAN AREAS. SIGN SPACING SHOULD BE 400' DESIRABLE, 200' MINIMUM IN RURAL AREAS.
- 16) WOOD POSTS TO BE EMBEDDED A MINIMUM OF 5'-0". WOOD POSTS LONGER THAN THE REQUIRED LENGTH SHALL BE CUT OFF OR SET DEEPER. HOLES FOR SETTING WOOD POSTS TO BE A MINIMUM DIAMETER OF 6" WIDER THAN THE LARGEST SIDE DIMENSION OF THE POST WITH THE TOP 6" OF FILL 12" WIDER THAN THE LARGEST SIDE DIMENSION OF THE POST.
- 17) POSTS ARE TO BE CENTERED IN THE HOLE, SET, BACKFILLED, AND COMPACTED WITH HYDRALIC COMPACTOR WITH MATERIAL PLACED IN LAYERS NOT TO EXCEED 6".
- 18) ALL POSTS TO BE TREATED FOR BELOW GROUND INSTALLATION AND BACKFILL WITH 3/4" - 1" CRUSHED STONE OR WITH EXISTING MATERIAL FROM SITE. VERIFY WITH THE CITY OF MANDAN MAINTENANCE DEPARTMENT.
- 19) FINISH AREA AROUND POST(S) TO MATCH EXISTING CONDITIONS IS URBAN SETTINGS.

NOTES

- 1) COLOR BLOCKS ARE A COMPUTER REPRESENTATION ONLY AND ARE A CLOSE APPROXIMATION OF THE ACTUAL COLORS
- 2) ALL PAINT COLORS FOR SIGNAGE ARE TO BE MATTHEWS PAINT COMPANY, MATTHEWS ACRYLIC POLYURETHANE (MAP) [1-800-323-6593] OR EQUAL. UV CLEAR COAT REQUIRED FOR ALL PAINTED SURFACES
- 3) COLOR AND MATERIAL SAMPLES REQUIRED FOR APPROVAL PRIOR TO FABRICATION.
- 4) ALTERNATIVES MATERIALS AND COATINGS WILL REQUIRE THAT THE FABRICATOR TO SUBMIT 6" SQUARE SAMPLES FOR APPROVAL. ALSO NOTE THAT ANY SUCH MATERIALS MUST HAVE A COMPARABLE WARRANTY.
- 5) ALL ARTWORK TO BE PROVIDED BY THE OWNER / DESIGNER

INTERNATIONAL SYMBOLS AND ARROWS

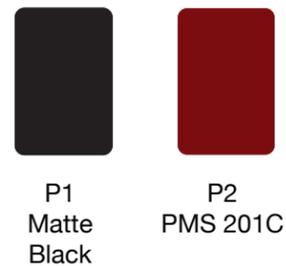


PROJECT TYPE FONTS

FHWA Series D 2005 (DOT Approved font)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890.,:;'""&!?\$

SIGNAGE COLOR PALETTE (Computer Representation)



SIGNAGE COLOR PALETTE 3M VINYL OR EQUAL (Computer Representation)



BERBERICH DESIGN
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 PO Box 468
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Drawn by: RB

**Phase IV
 Project Standards**

BREAKAWAY SIGN SUPPORTS

(Wood Post Details)

Sheet 1 of 1



GENERAL NOTES-

1. Design Specification: AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 2013 6th Edition

2. Western Red Cedar posts shall be included with the exception that a preservative treatment is not required.

3. The posts shall be of such straightness that a straight line drawn from the surface of the top and bottom will not exceed 2" from the surface and there shall be no reverse crooks.

* Single post installation shown.

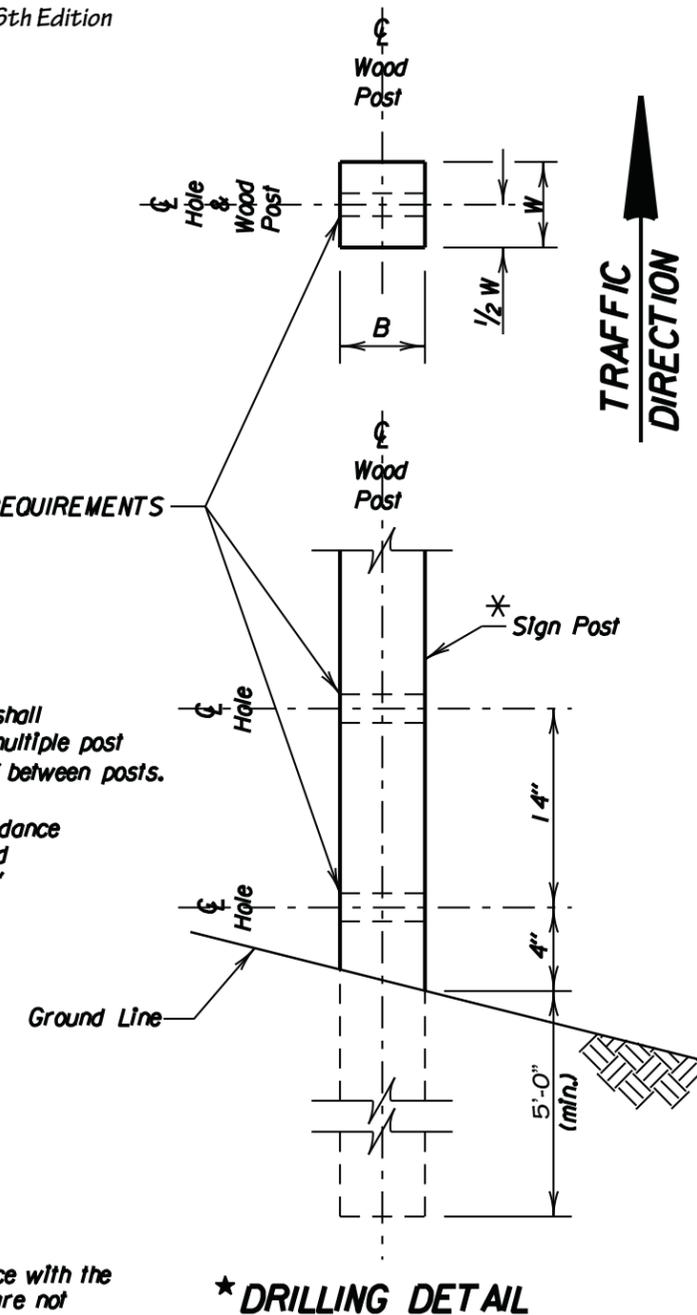
WESTERN RED CEDAR - No more than two 4" X 4" or 4" X 6" posts shall be allowed in a 7' width. All posts 6" X 6" and larger used in multiple post installations shall be spaced with a minimum clear distance of 7' between posts.

OTHER POSTS - All posts 4" X 6" and larger shall be drilled in accordance with the details shown. As an added requirement, all 4" X 6" and larger posts used in multiple post installations shall be spaced 7' or more apart.

HOLE SIZE REQUIREMENTS

| B X W | HOLE DIA. |
|---------|-----------|
| 4" X 6" | 1 1/2" φ |
| 6" X 6" | 2" φ |
| 6" X 8" | 3" φ |

* NOTE: All posts 4" X 6" and larger shall be field drilled in accordance with the above requirements, except 4" X 6" Western Red Cedar posts are not required to be drilled.



* DRILLING DETAIL

Breakaway Provisions: Reference FHWA acceptance letters dated 6/4/91 (Code SS-25) and 9/3/93 (Code SS-36), 6/17/94 and 9/21/95.

DOT APPROVED HARDWARE IF NEEDED:

<http://www.transpo.com/Wayfinding.html>
or equal

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Project:
City-Wide Vehicular
Wayfinding

Prepared for:
The City of Mandan
205 Second Avenue NW,
Mandan, ND 58554

Client Contact:
Ellen Huber, CEC
Business Development &
Communications Director
Office 701-667-3485
Cell 701-400-6249

Date: 04/21/2016

Revisions:
-

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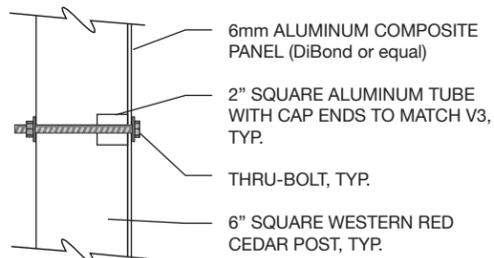
Drawn by: RB

DOT Summary

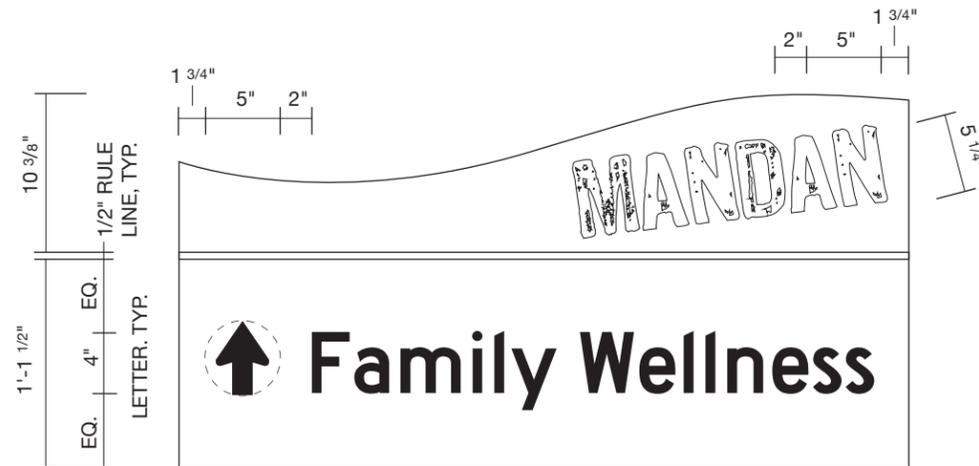


www.decksdirect.com/sirius-post-cap.html or equal. Sample required.

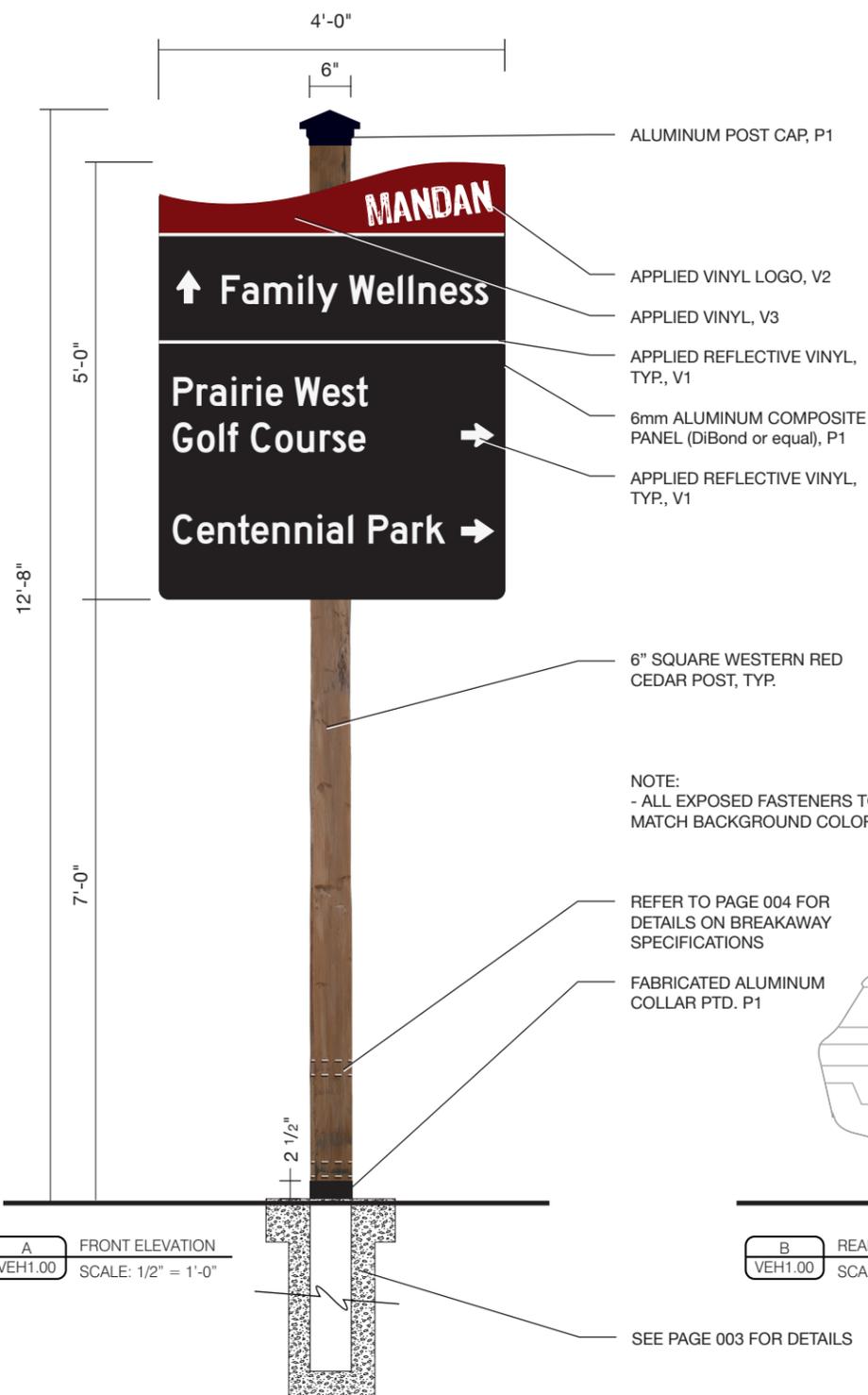
D POST CAP
VEH1.00 SCALE: NTS



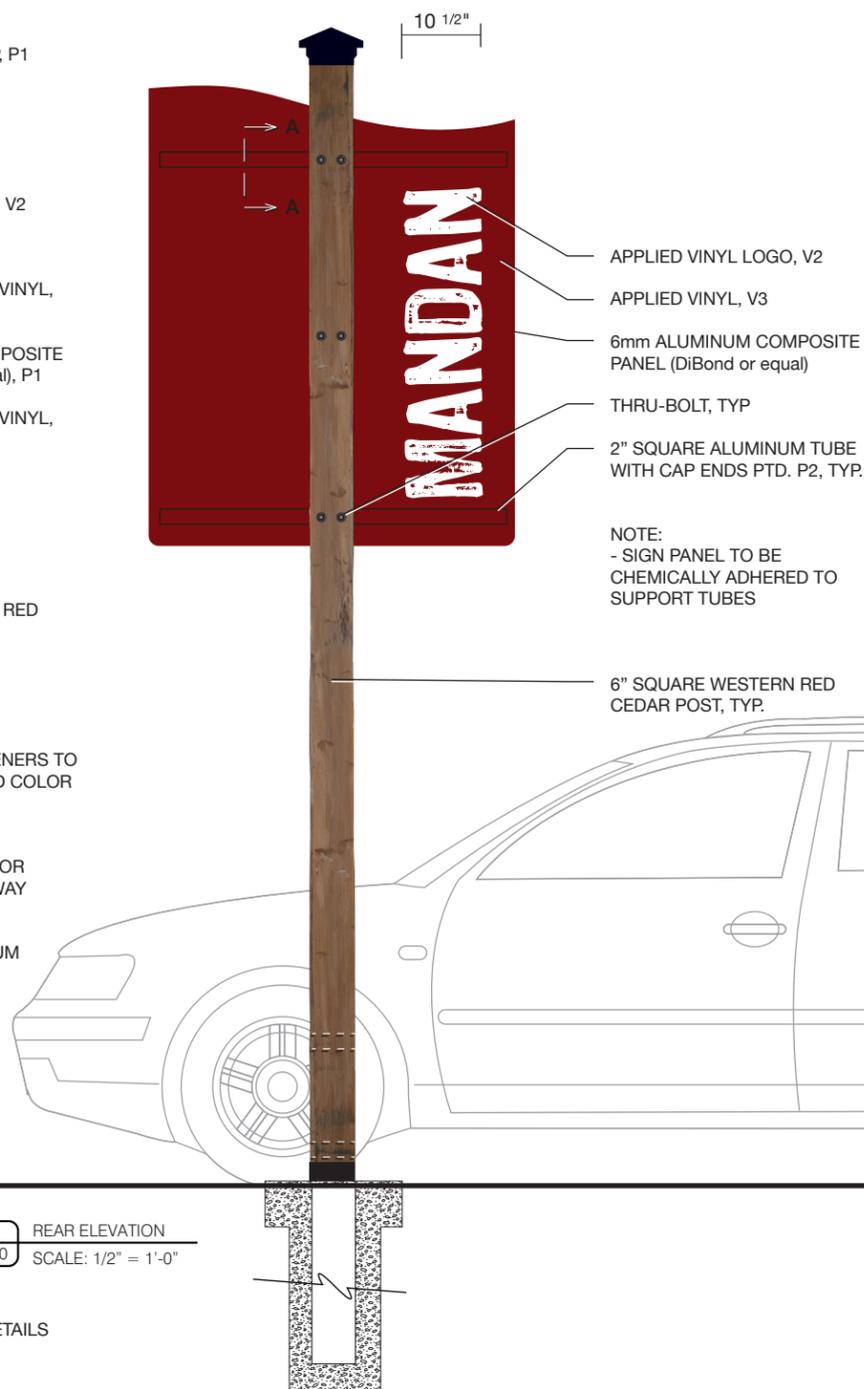
E SECTION DETAIL AA, TYPICAL
VEH1.00 SCALE: NTS



C SIGN PANEL DETAIL
VEH1.00 SCALE: 1" = 1'-0"



A FRONT ELEVATION
VEH1.00 SCALE: 1/2" = 1'-0"



B REAR ELEVATION
VEH1.00 SCALE: 1/2" = 1'-0"

- NOTE:
- MESSAGES SHOWN DO NOT REFLECT AN ACTUAL SIGN PANEL
 - MESSAGES ARE LIMITED TO 15 CHARACTERS PER LINE
 - MESSAGES ARE GROUPED BY DIRECTIONAL ARROWS
 - RULES LINES ARE REQUIRED WITH EACH CHANGE IN DIRECTION
 - ALL COPY IS TO BE LEFT JUSTIFIED
 - UP AND LEFT ARROWS CENTER ALIGNED AND TO THE LEFT OF FIRST LINE OF DESTINATION
 - RIGHT ARROW MUST BE PLACED TO RIGHT OF THE LONGEST LINE OF TEXT
 - TWO LINE RIGHT DESTINATION, RIGHT ARROW TO BE CENTER ALIGNED WITH BOTTOM LINE OF TEXT



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Revisions:
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Drawn by: RB

Phase IV
Vehicular Directional

1.00

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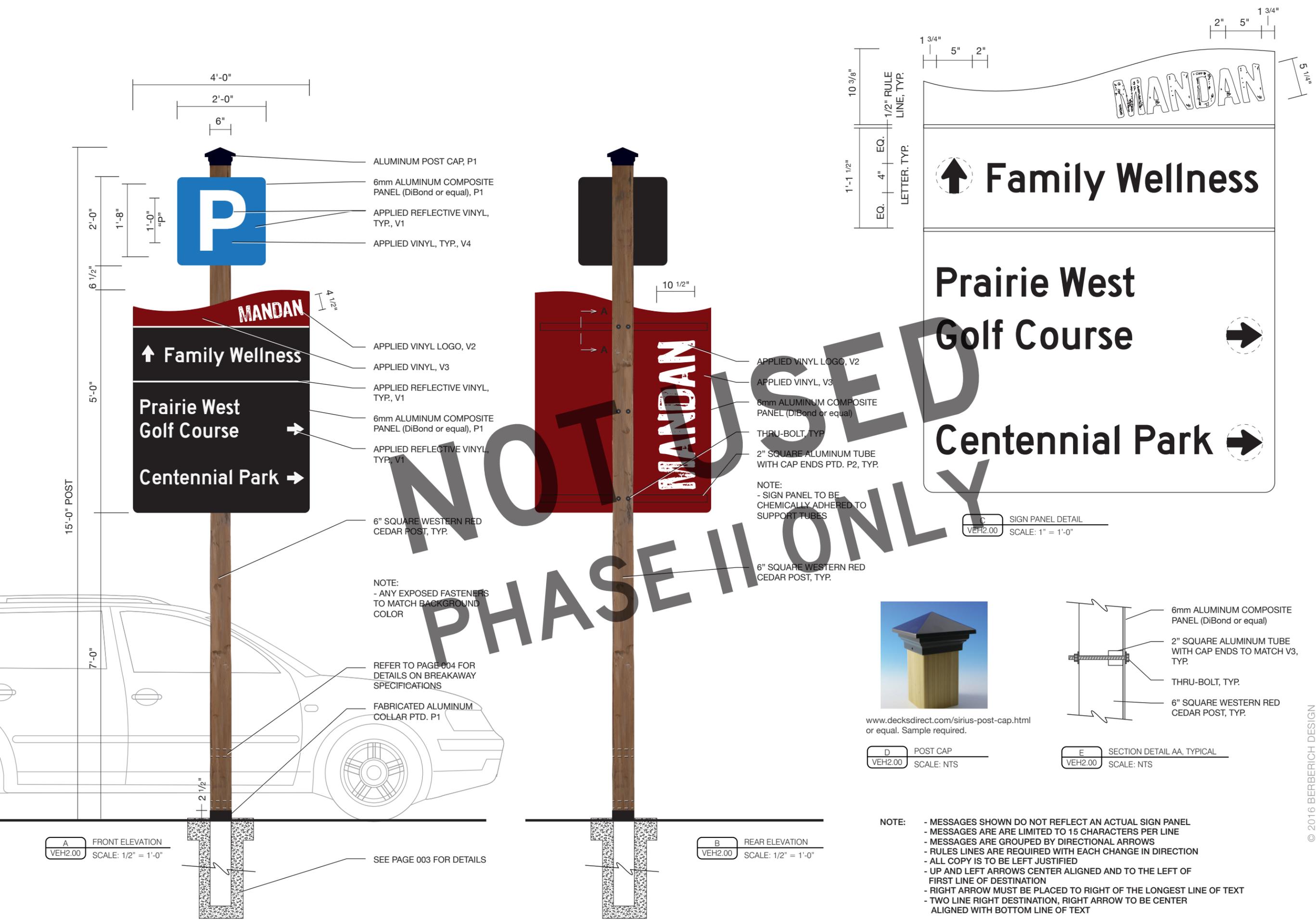
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Phase IV
Vehicular Directional

2.00



NOT TO BE USED IN PHASE II ONLY

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www.decksdirect.com/sirius-post-cap.html
or equal. Sample required.



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Drawn by: RB

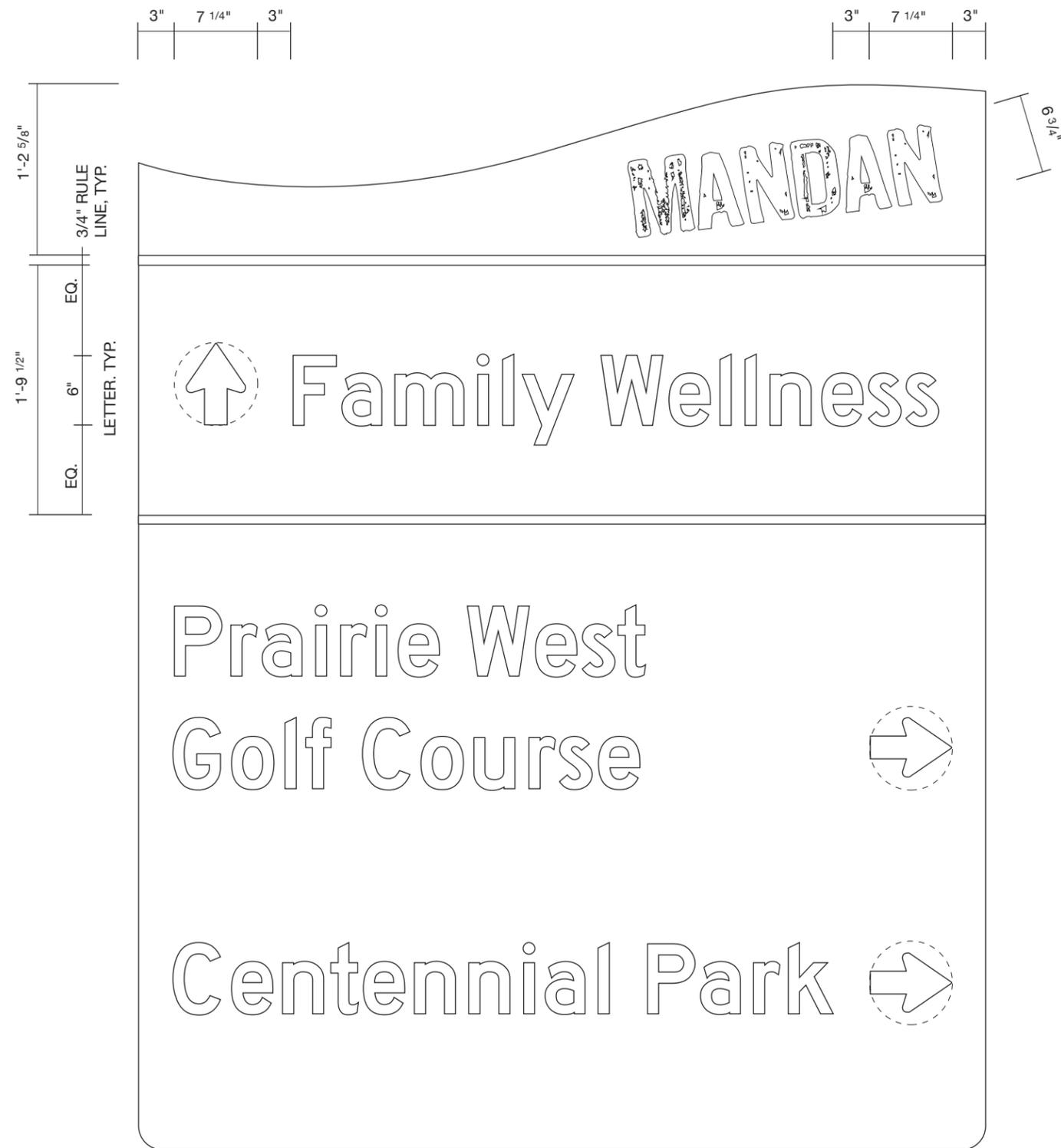
Phase IV
Vehicular Directional

3.00

- NOTE:**
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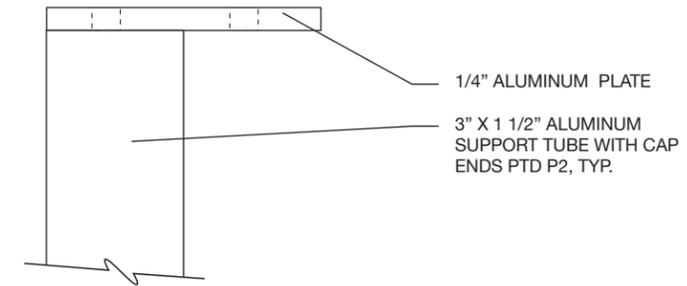


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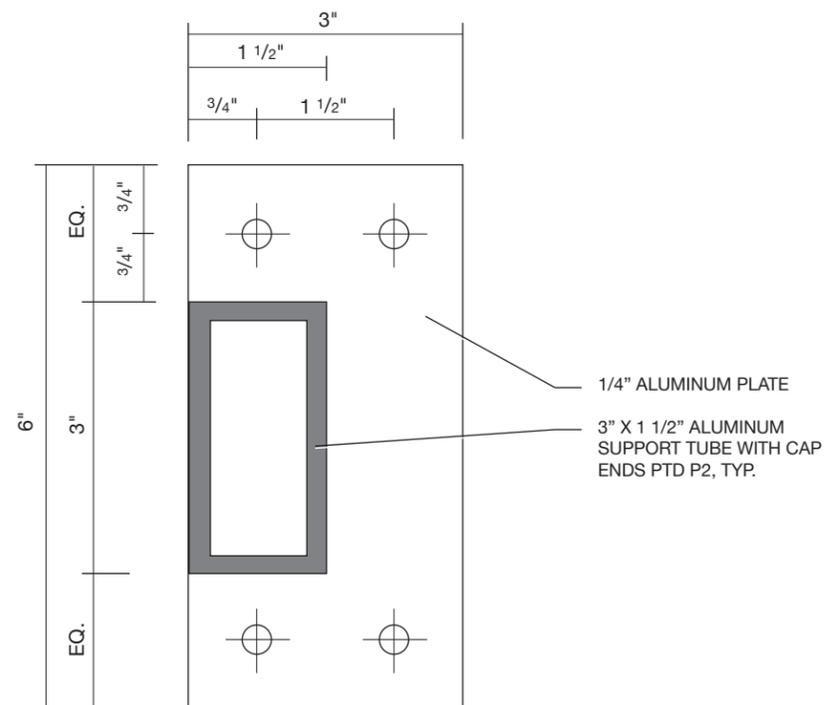


A SIGN ELEVATION
VEH3.01 SCALE: 1" = 1'-0"

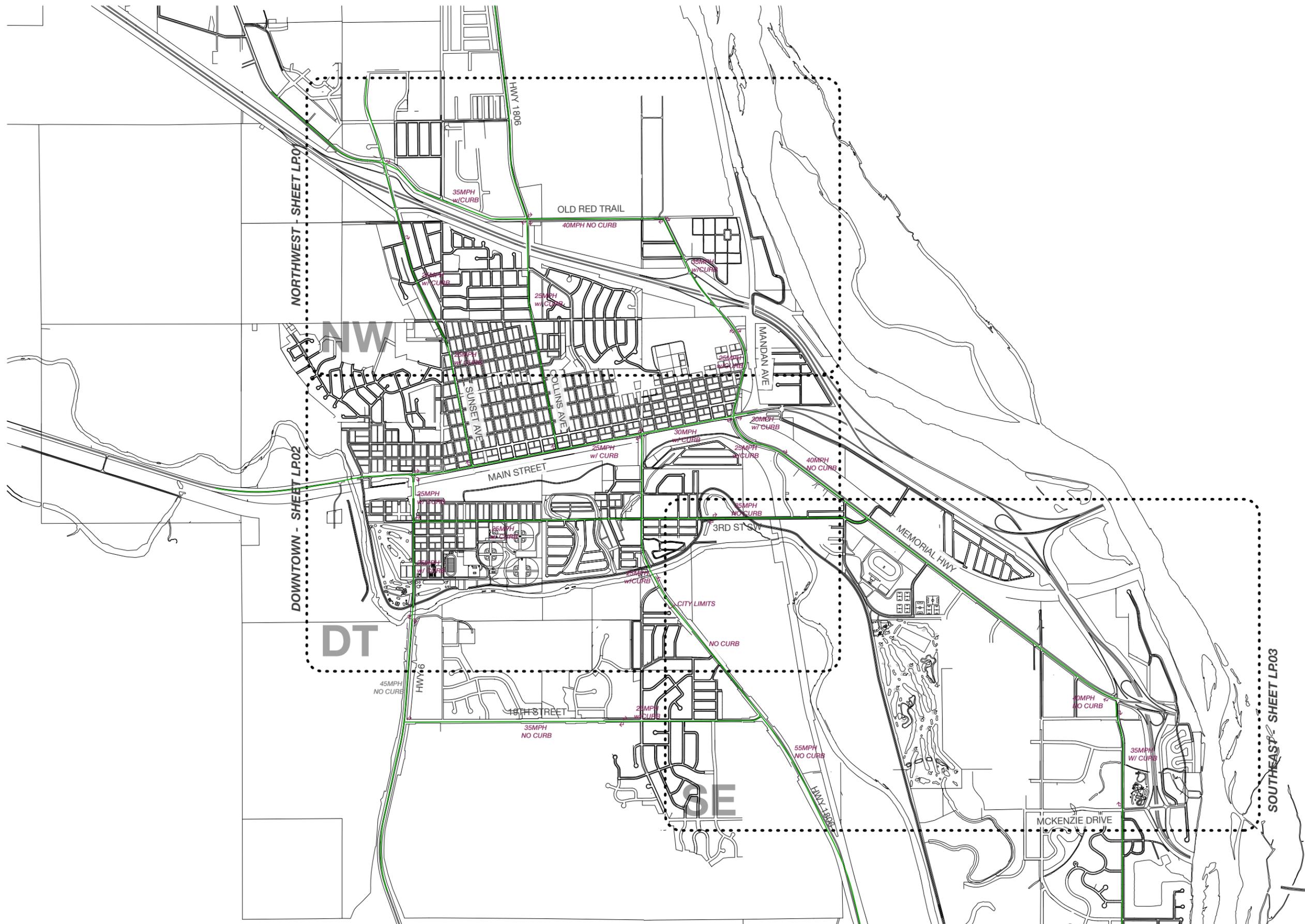
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C SUPPORT DETAIL - TOP VIEW
VEH3.01 SCALE: 1:2



B SUPPORT DETAIL - SECTION BB
VEH3.01 SCALE: 1:2



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Drawn by: RB

Phase IV
 Location Plan Grid

LP.00

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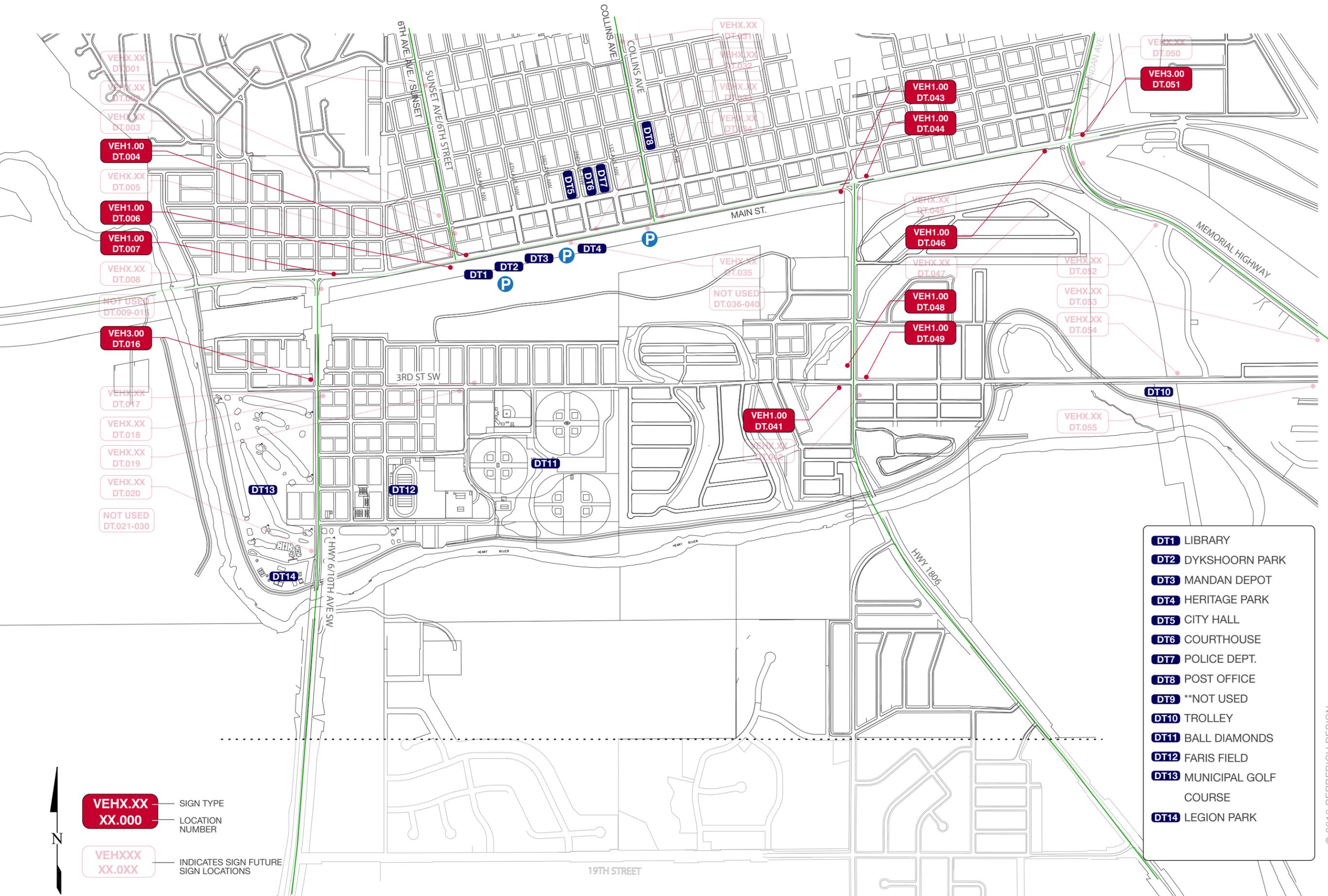
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Drawn by: RB

**Phase IV
 Location Plan
 Downtown**

LP.DT

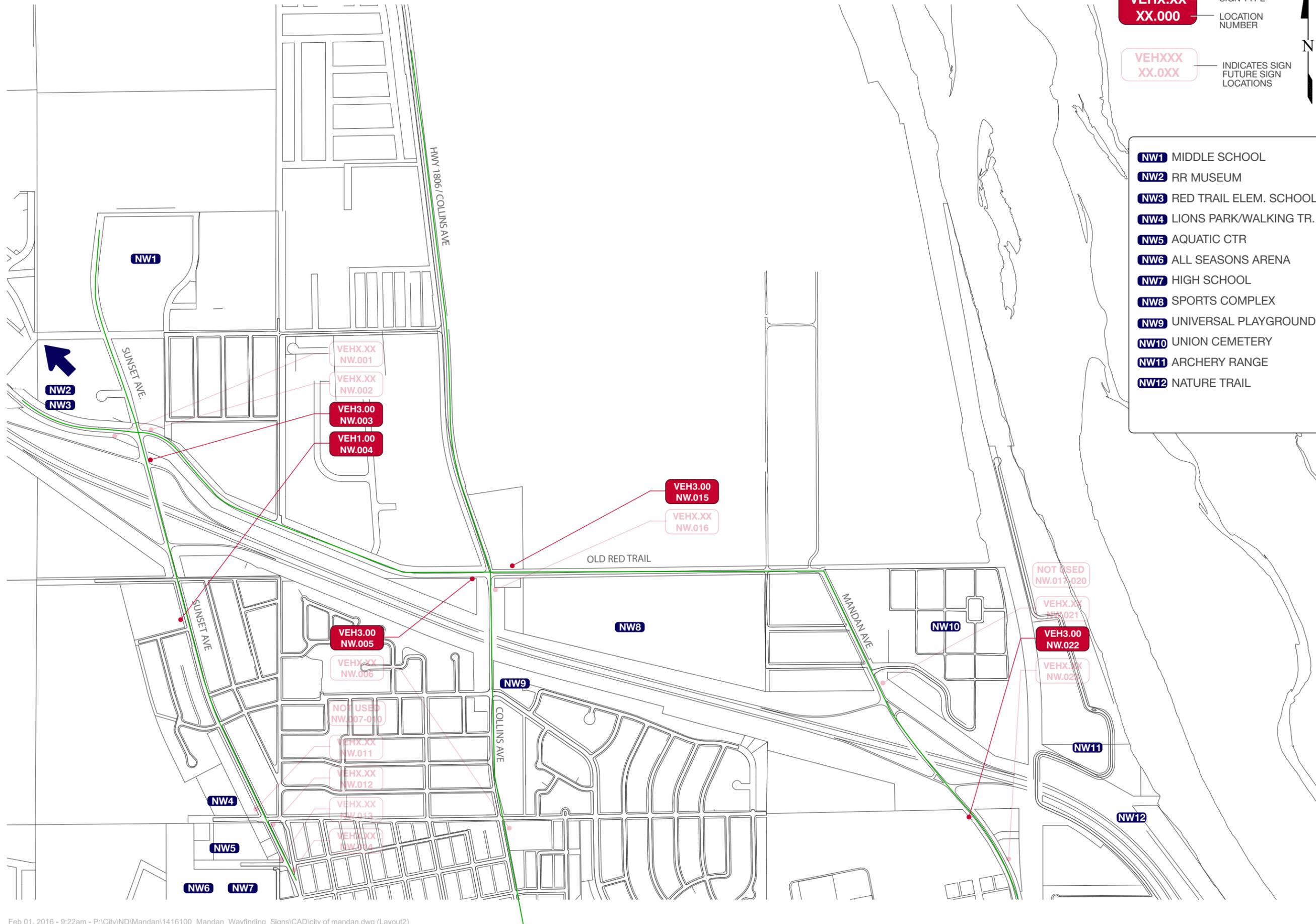


- DT1** LIBRARY
- DT2** DYKSHOORN PARK
- DT3** MANDAN DEPOT
- DT4** HERITAGE PARK
- DT5** CITY HALL
- DT6** COURTHOUSE
- DT7** POLICE DEPT.
- DT8** POST OFFICE
- DT9** **NOT USED
- DT10** TROLLEY
- DT11** BALL DIAMONDS
- DT12** FARIS FIELD
- DT13** MUNICIPAL GOLF COURSE
- DT14** LEGION PARK

VEHX.XX SIGN TYPE
XX.000 LOCATION NUMBER
VEHXXX INDICATES SIGN FUTURE
XX.0XX SIGN LOCATIONS



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VEHX.XX SIGN TYPE
XX.000 LOCATION NUMBER

VEHXXX
XX.0XX INDICATES SIGN FUTURE SIGN LOCATIONS

- NW1** MIDDLE SCHOOL
- NW2** RR MUSEUM
- NW3** RED TRAIL ELEM. SCHOOL
- NW4** LIONS PARK/WALKING TR.
- NW5** AQUATIC CTR
- NW6** ALL SEASONS ARENA
- NW7** HIGH SCHOOL
- NW8** SPORTS COMPLEX
- NW9** UNIVERSAL PLAYGROUND
- NW10** UNION CEMETERY
- NW11** ARCHERY RANGE
- NW12** NATURE TRAIL

BERBERICH DESIGN

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Client Contact:
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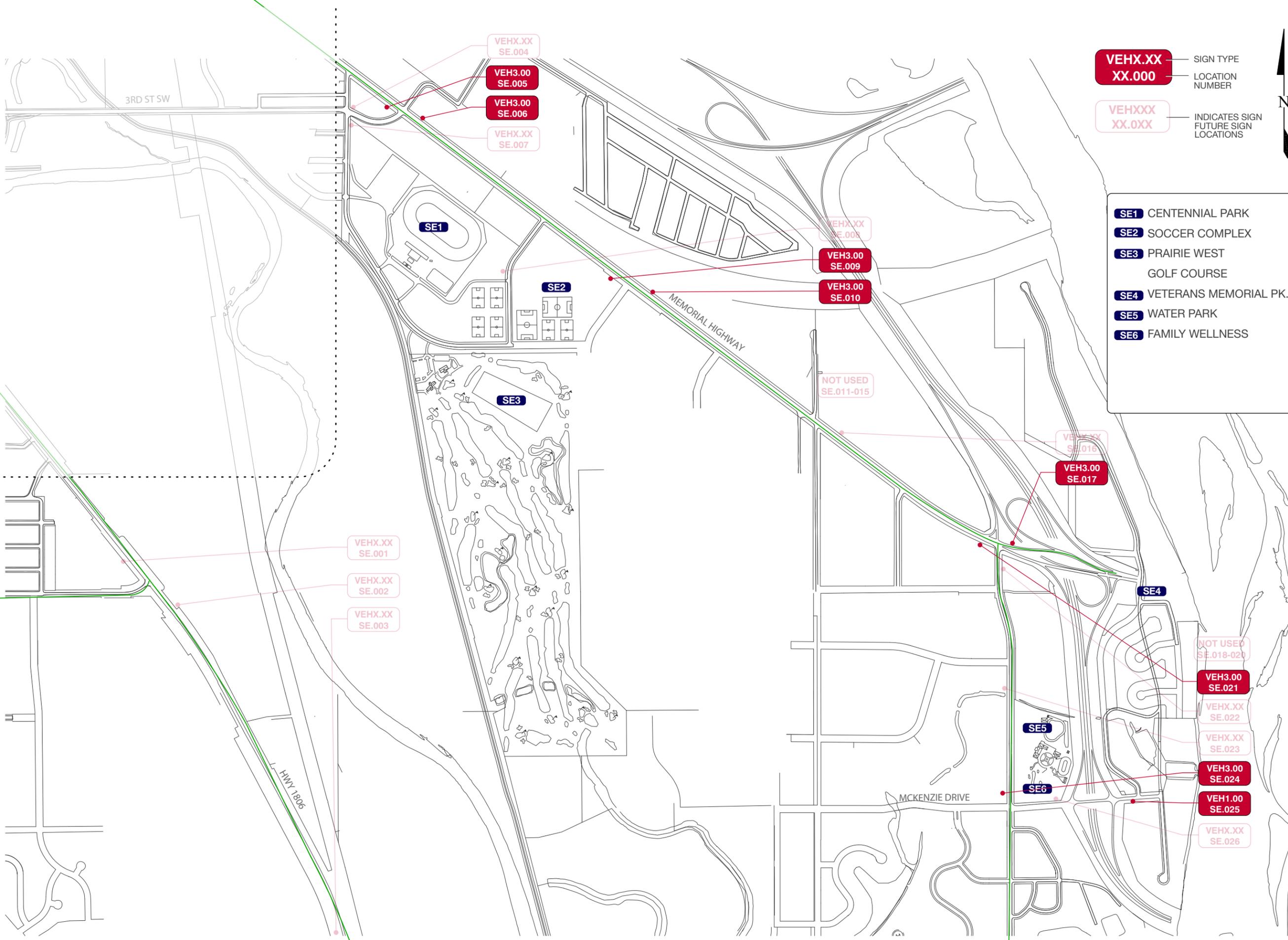
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Drawn by: RB

Phase IV
Location Plan
Northwest

LP.NW



**VEHX.XX
XX.000** SIGN TYPE
LOCATION NUMBER

**VEHXXX
XX.0XX** INDICATES SIGN
FUTURE SIGN
LOCATIONS

- SE1** CENTENNIAL PARK
- SE2** SOCCER COMPLEX
- SE3** PRAIRIE WEST GOLF COURSE
- SE4** VETERANS MEMORIAL PK.
- SE5** WATER PARK
- SE6** FAMILY WELLNESS



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Drawn by: RB

**Phase IV
 Location Plan
 Southeast**

LP.SE

↑ Ball Diamonds

All Seasons
Arena →

Aquatic Center →

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED
- AVOID CLEAR ZONE

↑ Dykshoorn Park

← All Seasons
Arena

← Aquatic Center

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED
- AVOID CLEAR ZONE

← Ball Diamonds

← Municipal
Golf Course

← Legion Park

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED
- AVOID CLEAR ZONE

↑ Municipal
Golf Course

↑ Legion Park

← Ball Diamonds

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED



VEH1.00
DT.004



VEH1.00
DT.006



VEH1.00
DT.007



VEH3.00
DT.016

VEH1.00
DT.041



↑ Centennial Park

↑ Prairie West
Golf Course

← Downtown

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0"+ LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED

VEH1.00
DT.043



↑ Centennial Park

↑ Prairie West
Golf Course

Ball Diamonds →

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0"+ LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED

VEH1.00
DT.044



↑ Downtown

↑ Dykshoorn Park

← Ball Diamonds

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0"+ LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED
- REMOVE EXISTING "NO PARKING" SIGN AND POST. INSTALL NEW SIGN SAME LOCATION.

VEH1.00
DT.046



Centennial Park →

Pairie West
Golf Course →

Water Park →

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0"+ LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED



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Drawn by: RB

Phase IV
 Message Schedule

DT.041-043-044-046

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← Centennial Park

← Prairie West Golf Course

Ball Diamonds →

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED

↑ Ball Diamonds

↑ Legion Park

Downtown →

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED

↑ Downtown

← Centennial Park

← Prairie West Golf Course

- 30 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED



VEH1.00 DT.048



VEH1.00 DT.049



VEH3.00 DT.051



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Drawn by: RB

**Phase IV
Message Schedule**

DT.048-049-051

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Drawn by: RB

**Phase IV
 Message Schedule**

NW.003-004-005-015

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**VEH3.00
 NW.003**

↑ **Middle School**

**Universal
 Playground →**

TBD

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED

NOTE:
 -LOCATION TO BE VERIFIED
 - THIRD MESSAGE / LOCATION BEING RESERVED FOR FUTURE SPORTS COMPLEX



**VEH1.00
 NW.004**

↑ **All Seasons
 Arena**

↑ **Aquatic Center**

↑ **Downtown**

- 25 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED



**VEH3.00
 NW.005**

**Universal
 Playground →**

Downtown →

TBD

- 35 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED
- AVOID CLEAR ZONE

NOTE: THIRD MESSAGE / LOCATION BEING RESERVED FOR FUTURE SPORTS COMPLEX



**VEH3.00
 NW.015**

↑ **RR Museum**

← **Universal
 Playground**

← **Downtown**

- 40 MPH
- URBAN
- NO CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED
- AVOID CLEAR ZONE
- MOUNT EXISTING "NO PARKING" SIGN ON TO NEW SIGN POST

NOTE:
 - VERIFY FINAL LOCATION

VEH3.00
NW.022



- ↑ Downtown
- ↑ Centennial Park
- ↑ Water Park

- 35 MPH
- URBAN
- CURB AND GUTTER
- 5'-0" + LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED



BERBERICHDESIGN
 PO Box 468
 Hill City, SD 57745
Contact:
 Ray Berberich
 605-430-5170
 ray@berberichdeisgn.com

Project:
 City-Wide Vehicular
 Wayfinding

Prepared for:
 The City of Mandan
 205 Second Avenue NW,
 Mandan, ND 58554

Client Contact:
 Ellen Huber, CEcD
 Business Development &
 Communications Director
 Office 701-667-3485
 Cell 701-400-6249

Date: 04/21/2016
Revisions:
 -

The sole purpose of all drawings is to express visual design intent only and not intended for actual fabrication purposes. The sign fabricator(s) and / or contractor(s) accepts total responsibility for all final selected materials, engineering methods, fabrication methods, permitting and installation. Shop drawings and plan sheets are required to be sealed and signed by a North Dakota registered PE.

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Drawn by: RB

**Phase IV
 Message Schedule**

NW.022

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BERBERICHDESIGN
PO Box 468
Hill City, SD 57745
Contact:
Ray Berberich
605-430-5170
ray@berberichdeisgn.com

Project:
City-Wide Vehicular
Wayfinding

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205 Second Avenue NW,
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Drawn by: RB

Phase IV
Message Schedule

SE.005-006-009-010

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- ↑ Water Park
- Centennial Park →
- Prairie West Golf Course →

- 40 MPH
- URBAN
- NO CURB AND GUTTER
- 6'-0" + LATERAL SETBACK
- BREAKAWAY REQUIRED



- ↑ Downtown
- ← Centennial Park
- ← Ball Diamonds

- 40 MPH
- URBAN
- NO CURB AND GUTTER
- 6'-0" + LATERAL SETBACK
- BREAKAWAY REQUIRED



- ↑ Water Park
- ↑ Family Wellness
- Centennial Park →

- 40 MPH
- URBAN
- NO CURB AND GUTTER
- 6'-0" + LATERAL SETBACK
- BREAKAWAY REQUIRED



- ↑ Downtown
- ↑ Ball Diamonds
- ← Centennial Park

- 40 MPH
- URBAN
- NO CURB AND GUTTER
- 6'-0" + LATERAL SETBACK
- BREAKAWAY REQUIRED



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Drawn by: RB

Phase IV
Message Schedule

SE.017-021-024-025

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- 40 MPH
- URBAN
- CURB AND GUTTER
- 5'-0"+ LATERAL SETBACK TO POST
- 2'-0" LATERAL SETBACK TO EDGE OF SIGNS PANEL / STRUCTURE
- BREAKAWAY REQUIRED

- 40 MPH
- URBAN
- NO CURB AND GUTTER
- 6'-0"+ LATERAL SETBACK
- BREAKAWAY REQUIRED

- 35 MPH
- URBAN
- NO CURB AND GUTTER
- 6'-0"+ LATERAL SETBACK
- BREAKAWAY REQUIRED

- 25 MPH
- URBAN
- NO CURB AND GUTTER
- 6'-0"+ LATERAL SETBACK
- BREAKAWAY REQUIRED

NOTE:
- **CONTRACTOR TO REMOVE EXISTING SIGN AND REPLACE WITH NEW SIGN POST**

- ↑ Centennial Park
- ← Water Park
- ← Family Wellness

- Water Park →
- Family Wellness →
- Veterans Park →

← Veterans Park

← Veterans Park



VEH3.00
SE.017



VEH3.00
SE.021



VEH3.00
SE.024



VEH1.00
SE.025

ADVERTISEMENT FOR BIDS

CITY-WIDE VEHICULAR WAYFINDING SIGNS CITY OF MANDAN MANDAN, NORTH DAKOTA

Sealed bids will be received by the City of Mandan, at the office of the City Administrator, 205 Second Avenue NW, Mandan, ND 58554, until **11:00 AM CT, May 13, 2016**, at which time they will be publicly opened and read aloud for the furnishing of materials, labor, equipment and skill required for the construction of **City-Wide Vehicular Wayfinding Signs** and incidental items in and for said City of Mandan, as is more fully described and set forth in the plans and specifications therefore, which are now on file in the office of the City Administrator.

Bids shall be upon cash payment on the following estimated quantities and types of work:

Shop Drawings, Fabrication, Permitting, Shipping, and Installation of multiple vehicular wayfinding signs, posts, break-a-way bases, and other incidental work at 24 locations throughout the City of Mandan.

The contract documents are on file and may be examined at the following:

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

Complete digital project bidding documents are available at www.kljeng.com "Projects for Bid" or www.questcdn.com. You may download the digital plan documents for \$18 by inputting Quest project # **444607** on the website's Project Search page. Please contact QuestCDN at (952) 233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

All bids are to be submitted on the basis of cash payment for the work and materials, and each bid shall be accompanied by a separate envelope containing the contractor's license and bid security. The bid security must be in a sum equal to five per cent (5%) of the full amount of the bid and must be in the form of a bidder's bond. A bidder's bond must be executed by the bidder as principal and by a surety company authorized to do business in this state, conditioned that if the principal's bid be accepted and the contract awarded to the principal, the principal, within ten (10) days after notice of award, will execute and effect a contract in accordance with the terms of his bid and the bid bond as required by the laws of the State of North Dakota and the regulations and determinations of the governing body. If a successful bidder does not execute a contract within ten (10) days allowed, the bidder's bond must be forfeited to the governing body and the project awarded to the next lowest responsible bidder.

All bidders must be licensed for the full amount of the bid as required by Section 43-07-05 and 43-07-12 of the North Dakota Century Code.

The successful Bidder will be required to furnish Contract Performance and Payment Bonds in the full amount of the contract.

Contracts shall be awarded on the basis of the low bid submitted by a responsible and responsive bidder for the aggregate sum of all bid items. A single contract will be awarded for the work.

All bids will be contained in a sealed envelope, as above provided; plainly marked showing that such envelope contains a bid for the above project. In addition, the bidder shall place upon the exterior of such envelope the following information:

1. The work covered by the bidder
2. The name of the bidder
3. Separate envelope containing bid bond and a copy of North Dakota Contractor's License or certificate of renewal.
4. Acknowledgement of the Addenda.

No Bid will be read or considered which does not fully comply with the above provisions as to Bond and licenses and any deficient Bid submitted will be resealed and returned to the Bidder immediately.

The work on the improvement will be completed by **July 2, 2016**.

The Owner reserves the right to reject any and all bids, to waive any informality in any bid, to hold all bids for a period not to exceed 30 days from the date of opening bids, and to accept the bid deemed most favorable to the interest of the Owner.

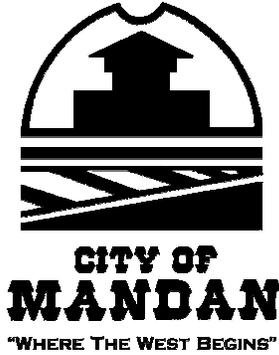
Should the Contractor fail to complete the work within the time required herein or within such extra time as may have been granted by formal extensions of time approved by the Owner, there will be deducted from any amount due the Contractor the sum of **\$350** per day and every day that the completion of the work is delayed. The Contractor and his surety will be liable for any excess. Such payment will be as and for liquidated damages.

Dated this 18 day of April, 2016

City of Mandan
MANDAN, NORTH DAKOTA

s/Jim Neubauer
City Administrator

Published **April 22, April 29, May 6, 2016**



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 14, 2016
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Engineering & Planning Director
SUBJECT: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

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

BACKGROUND/ALTERNATIVES: Jude Lane NW is located north of Old Red Trail NW and west of Sunset Drive NW. The proposed utilities only serve the developer of the benefiting land; therefore, this is being paid for by the developer under a 3-way agreement. Our office has not received a letter of credit yet therefore would like the approval of the 3-way agreement contingent on receiving the letter of credit.

ATTACHMENTS:

1. Project Vicinity Map
2. Resolution Approving Plans and Specifications and Authorizing Execution of 3-way Agreement
3. 3-way agreement

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

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports the authorization to move forward with this project.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

Page 2 of 12

SUGGESTED MOTION: I move to approve the resolution approving the plans and specifications and authorizing execution of 3-way agreement for water and sewer improvement Project 2016-02 (Big Sky Additions - Jude Lane NW) contingent on receiving letter of credit.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

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Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

Page 4 of 12

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND
AUTHORIZING EXECUTION OF 3-WAY AGREEMENT FOR WATER AND
SEWER IMPROVEMENT PROJECT NO. 2016-10
(Big Sky Additions – Jude Lane NW)**

BE IT RESOLVED BY the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the plans and specifications for the Water and Sewer Project No. 2016-10 serving Big Sky Additions(Jude Lane NW) in the City of Mandan, as presented by Modern Machine Works - Kris Lengenfelder , on behalf of themselves, are hereby approved, ratified and confirmed as the plans and specifications for said project, in accordance with which said improvement project will be constructed, subject to any further modifications of the plans and specifications by the Board as provided by law. The plans and specifications shall be filed in the Office of the City Administrator and City Engineer and open for public inspection. The named streets within the subdivision to receive the improvements are: Jude Lane NW.

2. That the President of the Board is hereby authorized to enter into a 3-way agreement between the City of Mandan; the developer, Modern Machine Works - Kris Lengenfelder, and the developer's contractor, contingent upon the City's receipt of an irrevocable escrow account covering construction costs.

3. This resolution shall be in full force and effect from the date of its passage.

President, Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

Date of Passage: April 19, 2016

3-WAY AGREEMENT

Big Sky Estates – Jude Lane

Water & Sewer IMPROVEMENT PROJECT No. 2016-10

THIS AGREEMENT, made on this ____ day of _____ 2016, between the City of Mandan, a municipal corporation, hereinafter called the CITY, Modern Machine Works, Kris Lengenfelder, hereinafter called the DEVELOPER, and Basaraba Excavating, hereinafter called the CONTRACTOR. The ENGINEER mentioned in this contract shall be Toman Engineering Co.

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

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Water Mains | <input checked="" type="checkbox"/> Sanitary Sewer Mains | <input type="checkbox"/> Storm Sewer Mains |
| <input type="checkbox"/> Streets | <input type="checkbox"/> Other: | |

for property to be developed and offered for sale by the DEVELOPER; and

WHEREAS, the CITY wishes to safeguard the public interest by assuring that said construction work will be in accord with plans, specifications and requirements of the CITY and will be completed in a proper and safe manner in accord with said ENGINEER prepared plans and specifications for said type of work; and

WHEREAS, the DEVELOPER has filed a petition to the Board of City Commissioners to permit the DEVELOPER to contract directly for said improvements.

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

(1) LICENSE TO CONSTRUCT.

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

- Hillside Road
- Jude Lane
- View Point Lane

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

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

Page 6 of 12

(2) SCOPE OF WORK.

The DEVELOPER will, through a CONTRACTOR licensed under the laws of North Dakota, do said work, including furnishing all materials, equipment and labor necessary to perform all of the work shown on the plans and specifications prepared by a licensed professional engineer, which are hereby referred to and made a part of this Agreement. Construction staking as required by the CITY shall be done by the ENGINEER at the expense of the DEVELOPER. The CONTRACTOR shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, chlorine, clean up, and any other usual charges as determined by the ENGINEER shall be borne by the CONTRACTOR.

(3) TIME OF COMMENCEMENT AND COMPLETION

The anticipated date for allowing construction to start will be May 17, 2016. The CONTRACTOR shall have until June 30, 2016 to complete the project to the satisfaction of the ENGINEER and the CITY.

(4) CITY AUTHORITY AND RESPONSIBILITY

The City Engineer, other City staff and agents for the city shall at all times have access to the project site during construction of the public improvements. The City Engineer shall be the final arbiter when questions arise concerning interpretation and compliance with the plans, specifications, City design requirements and City ordinances. Failure of the developer, design engineer or contractor to comply with the directives of the City Engineer shall be sufficient grounds to issue a stop work order or require installed work to be removed and reconstructed.

(5) DESIGN ENGINEER AUTHORITY AND RESPONSIBILITY

The ENGINEER hired by the DEVELOPER is responsible for providing day to day monitoring and direction of the work. Daily logs shall be maintained and made available to the City. The ENGINEER is responsible to provide the CONTRACTOR in a timely manner with all needed information regarding grades and locations of work. Should a dispute arise between the CONTRACTOR and the ENGINEER over interpretation of the plans, the City Engineer shall be consulted and the City Engineer shall render a decision. Any deviation from the location of facilities shown on the plans must be approved in writing by the City Engineer before commencing with construction of the deviation. All deviations from the approved plans shall be documented with as-built drawings prepared by the ENGINEER. Approval by the CITY of the as-built drawings is a condition of project approval and acceptance by the CITY.

(6) PAYMENT.

The DEVELOPER shall provide an irrevocable letter of credit or a certificate of deposit from a bona fide financial institution in the amount of the project cost including services provided by the CITY. The irrevocable letter of credit expiration date shall be a minimum of 60 days past the time of completion or any extensions of this agreement. The project cost is \$ 144,030.70 . Final payment will be for actual quantities used. A copy of the accepted proposal is attached to the back of and made a part of this Agreement.

The DEVELOPER will be responsible to pay the CONTRACTOR for all of the Agreement work in accordance with the plans, specifications, and proposal prepared by the DEVELOPER'S representative and made a part of this Agreement. The ENGINEER shall measure the work completed and submit to the ENGINEER. The ENGINEER will submit approved progress payments to the DEVELOPER. The CITY shall have no obligations, liability or responsibility for any payment due to any party under this Agreement or otherwise arising from the work under this Agreement. In no event shall the CITY be responsible for any payments whatsoever, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

(7) CONTENTS OF CONTRACTOR'S CONTRACT.

All contracts made by the CONTRACTOR with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: "This contract is subject to all the terms and conditions of a contract dated _____, between the CITY, the DEVELOPER and the CONTRACTOR."

(8) OWNERSHIP OF WORK LINES.

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

(9) WARRANTY.

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

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

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(10) VERBAL AGREEMENTS.

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

(11) PROTECTION OF PUBLIC AND WORK.

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

(12) UTILITIES.

It shall be the responsibility of the CONTRACTOR to familiarize itself with the location of all existing sewer, water mains and service lines, gas mains and service lines, telephone cable, power, light, and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The CONTRACTOR shall notify all utility companies at least 48 hours in advance excluding Saturdays, Sundays, holidays, and in accordance with N. D. Century Code Chapter 49-23 North Dakota One Call of any construction affecting said utilities, and shall work out with said utilities any conflicts or changes.

(13) CHANGE.

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

(14) CLEAN UP.

Extra materials, tools and temporary structures shall be removed by the CONTRACTOR and all dirt, rubbish, and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the ENGINEER, and the CITY. The CONTRACTOR shall maintain for a period of three months after completion of the work

Board of City Commissioners

Agenda Documentation

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Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

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the surface of unpaved trenches, adjacent curbs and gutter, sidewalks, driveways, shrubbery, fences, sod or other surfaces disturbed. The CONTRACTOR shall conduct its operations in such manner as to cause minimum inconvenience to adjoining property owners and the public.

Street surfacing in unpaved areas shall be restored to as good as or better than prior to construction by the CONTRACTOR. The CONTRACTOR shall be required to replace paving or gravel surface removed or damaged in the construction work or repair any area disturbed as a result of construction work to the satisfaction of and subject to the approval of the CITY.

(15) LIQUIDATED DAMAGES.

The CONTRACTOR shall pay to the OWNER the amount of \$ 500.00 per day for liquidated damages for time in excess of authorized or adjusted completion time.

Board of City Commissioners

Agenda Documentation

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Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

Page 10 of 12

BIG SKY ESTATES - JUDE LANE
WATER & SEWER IMPROVEMENT
CITY PROJECT NO. 2016-10
TECO #1250

WATER & SEWER ITEMS

| SPEC # | Description | Units | Quantity | Unit Prices | Total |
|-----------|------------------------------------|-------|----------|-------------|--------------|
| 302-4.1 | Stabilized Gravel Base (6") | Ton | 25 | \$ - | \$ - |
| 801-4.2 | 8 Inch Sanitary Sewer Pipe | LF | 448 | \$ 37.00 | \$ 16,576.00 |
| 801-4.50a | 4 INCH INSERTA TEE | Ea | 1 | \$ 400.00 | \$ 400.00 |
| 801-4.51 | 8 x 6 Inch Wye Branch | Ea | 8 | \$ 60.00 | \$ 480.00 |
| 801-4.60 | Bedding Material | Ton | 600 | \$ 18.00 | \$ 10,800.00 |
| 801-4.62 | Rock Excavation | CY | 25 | \$ 5.00 | \$ 125.00 |
| 801-4.64 | Televise Sewermain | LF | 448 | \$ 1.15 | \$ 515.20 |
| 901-4.10 | 6 Inch Watermain | LF | 253 | \$ 27.00 | \$ 6,831.00 |
| 901-4.11 | 8 Inch Watermain | LF | 1335 | \$ 30.00 | \$ 40,050.00 |
| 901-4.77 | Reset Hydrant | Ea | 2 | \$ 750.00 | \$ 1,500.00 |
| 901-4.51 | 6 Inch Gate Valve & Box | Ea | 7 | \$ 1,100.00 | \$ 7,700.00 |
| 901-4.52 | 8 Inch Gate Valve & Box | Ea | 5 | \$ 1,700.00 | \$ 8,500.00 |
| 901-4.70 | 6 Inch Hydrant | Ea | 3 | \$ 4,000.00 | \$ 12,000.00 |
| 1205-4.1 | Concrete Manhole | Ea | 3 | \$ 5,000.00 | \$ 15,000.00 |
| 1205-4.4 | Air Release Valve & Manhole | Ea | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 1209-4.1 | 4" Sewer Service Pipe | LF | 24 | \$ 28.00 | \$ 672.00 |
| 1209-4.2 | 6" Sewer Service Pipe | LF | 280 | \$ 32.00 | \$ 8,960.00 |
| 1209-4.6 | 4 Inch 45° Bend | Ea | 1 | \$ 30.00 | \$ 30.00 |
| 1209-4.7 | 6 Inch 45° Bend | Ea | 8 | \$ 30.00 | \$ 240.00 |
| SP 9 | Concrete Removal | SY | 67 | \$ 4.50 | \$ 301.50 |
| SP 10 | Traffic Control | LS | 1 | \$ 300.00 | \$ 300.00 |
| SP 12 | Remove & Stockpile Existing Gravel | CY | 350 | \$ 3.00 | \$ 1,050.00 |
| SP 13 | Remove & Replace Existing Manhole | Ea | 1 | \$ 7,000.00 | \$ 7,000.00 |

TOTAL BID \$ 144,030.70

Board of City Commissioners

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Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

Page 11 of 12

(16) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS.

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

Board of City Commissioners

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Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(Big Sky Additions - Jude Lane NW).

Page 12 of 12

IN WITNESS WHEREOF, the parties have executed the following agreement.

CITY OF MANDAN

Justin Froseth
Planning and Engineering Director

Arlyn Van Beek, President

Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

DEVELOPER

Modern Machine Works, LLC
Firm Name

Kris Lengenfelder - President
Authorized Representative

Kris Lengenfelder

Owner, Title

921 E. Front Ave.
Street Address

Bismarck, ND 58504
City, State, Zip

CONTRACTOR

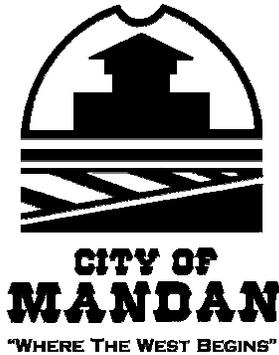
Basaraba Excavating
Firm Name

Brent Basaraba
Authorized Representative

Brent Basaraba
Owner, Title

37610 12th St. NE, PO Box 125
Street Address

Wilton, ND 58579
City, State, Zip



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 13, 2016
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

STATEMENT/PURPOSE: To consider resolution approving plans and specifications and resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

BACKGROUND/ALTERNATIVES: On March 1, 2016 the Mandan City Commission approved the Resolution creating district, Resolution approving Engineer's Report, Feasibility Report, and Resolution of Necessity. On April 5th the Mandan City Commission approve the Resolution determining insufficiency of protest. We now are asking for approval of the plans and specifications and approval to advertise for bids for this project.

Going forward, the intended project schedule is as follows:

- Open Bids May 10, 2016
- Award Bid May 17, 2016
- Substantial Completion October 15, 2016

ATTACHMENTS:

1. District Map
2. Resolution approving Plans and Specifications
3. Resolution directing Advertisement for Bids

FISCAL IMPACT: The base construction cost of the project would be \$936,800.12, engineering, administration, and contingency is estimated to add \$327,880.04, bringing the total to \$1,264,680.17 (\$26,076 per unit).

City staff's duty is to recommend the allocation of special assessments to benefitting properties, at the conclusion of the project the Special Assessment Commission will meet to review and

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Subject: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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approve how the cost of the project is being assessed and then the city commission will have the final review and approval of the allocation of the special assessments.

STAFF IMPACT: Minimal

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

RECOMMENDATION: We recommend approving the resolution approving plans and specifications and approving the resolution directing advertisement for bids for Street Improvement District 206, Project 2016-07(Big Sky Additions).

SUGGESTED MOTION: I move to approve the resolution approving plans and specifications and to approve the resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions)

Board of City Commissioners

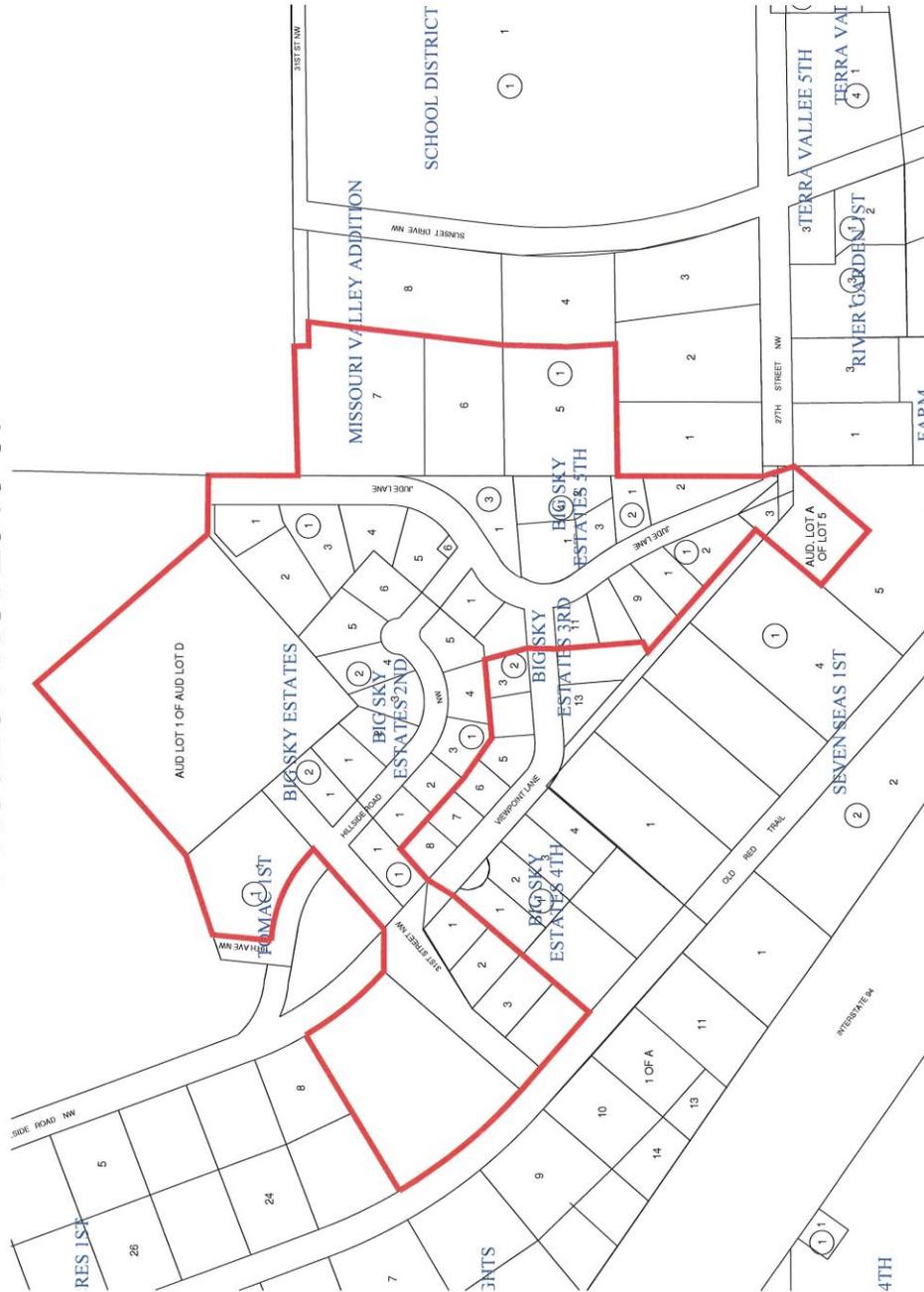
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Meeting Date: April 19, 2016

Subject: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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**STREET IMPROVEMENT DISTRICT NO. 206
PROJECT NO. 2016-07**



Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR STREET IMPROVEMENT DISTRICT NO. 206
PROJECT # 2016-07**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project in Street Improvement District No. 206 (Project # 2016-07) of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 19th day of April, 2016.

President, Board of City Commissioners

ATTEST:

City Administrator

**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR STREET IMPROVEMENT DISTRICT NO. 206**

BE IT RESOLVED, By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 206 (Project # 2016-07) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on March 1, 2016 and in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least fourteen days before the date specified for receipt of bids, which notice shall be in the following form:

**“ADVERTISEMENT FOR BIDS FOR
STREET IMPROVEMENT DISTRICT NO. 206
MANDAN, NORTH DAKOTA**

Notice is hereby given, that the City of Mandan, North Dakota will receive sealed bids at the office of the City Administrator until May 10, 2016 at 10:00 a.m., local time for the purpose of furnishing of materials, labor and skill needed for the new construction of storm sewer mains, asphalt streets, concrete curb and gutter and street lights and related work in accordance with the plans and specifications for Street Improvement District No. 206 (Project # 2016-07), for the City of Mandan. The Work consists of all labor, skill, and materials required to properly construct the improvement.

Contractors and vendors desiring plans and specifications for personal use may secure digital copies from www.questcdn.com for a fee of \$25.00. These documents may be downloaded by selecting this project from the “Bid Documents” tab and by entering Quest Project Number #4433664 on the “Search Projects” page.

Board of City Commissioners

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Meeting Date: April 19, 2016

Subject: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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For assistance and the free membership registration, contact QuestCDN at (952)233-1632 or info@questcdn.com. Paper copies of the bid documents may be obtained from the City of Mandan Engineering office, 205 2nd Avenue Northwest, Mandan, North Dakota 58554 upon non-refundable payment of \$50.00 for each set. If Plans are mailed out and additional fee of \$15.00 will be added for postage and handling.

The bid proposals must be submitted to the City Administrator by 10:00 a.m., local time, Tuesday, May 10th, 2016 and shall be sealed and endorsed "Proposal for Street Improvement District No 206. Bids shall be delivered or mailed to: City Administrator, City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554. Bids will be opened and read aloud in the City Commission Meeting Room at 10:00 a.m., local time, on May 10, 2016. All bidders are invited to be present at the public opening of the Bids.

All Bidders must be licensed for the highest amount of their Bids, as provided by Section 43-07-05 of the North Dakota Century Code. The Bidder shall include a copy of his license or certificate of renewal thereof enclosed in the required bid bond envelope as required pursuant to Section 43-07-12 of the North Dakota Century Code, as amended.

Each bid shall be accompanied by a separate envelope containing a bidder's bond in the amount of five (5) percent of the highest amount of the bids as required by Section 48-01.2-05, North Dakota Century Code, as amended, and executed by the Bidder as principal and by a surety, conditioned that if the principal's bid is accepted and the contract awarded to the principal, the principal, within ten days after Notice of Award, shall execute and effect a contract in accordance with the terms of the bid, and a Contractor's Bond as required by law. No bid may be read or considered if it does not fully comply with the requirements of Section 48-01.2-05 of the North Dakota Century Code and any deficient bid must be resealed and returned to the bidder immediately.

Bids shall be made on the basis on cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the Board of City Commissioners, or no later than ten (10) days after written notice to proceed has been received from the City.

Work shall be completed on or before the following dates with liquidated damages assessed as follows:

All construction work on Project #2016-07 is to be completed no later than October 31, 2016 other than the chip seal which will have a completion date of August 15, 2017.

Board of City Commissioners

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Subject: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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Liquidated damages of \$500.00 per day will be assessed if any completion dates are exceeded.

Should the contractor fail to complete all of the work in a District according to the above date, or within such additional time as may have been granted by formal extensions of time approved by the City Engineer, there shall be deducted from any money due the contractor, the above mentioned sum for each calendar day the completion of the Work is delayed, for each District. Liquidated damages will continue to accumulate until the City Engineer determines winter weather prevents further construction. Liquidated damages will restart on the first day of construction in the Spring of 2017 and continue to accumulate until final project acceptance. The Contractor and his surety shall be liable for any excess. Such payments shall be deducted from the final payment and shall be charged as liquidated damages and not as a penalty.

The Board of City Commissioners will meet on Tuesday, May 17th, 2016, at 5:30 PM, local time, to review the Bids submitted, consider the engineer's recommendation, and to award the contract to the successful Bidder. The contract will be awarded on the basis of the low Bid submitted, on eligible areas, by a responsible and responsive Bidder deemed most favorable to the City's interest.

The City of Mandan reserves the right reject any or all bids, to waive any informality or irregularity, to hold all bids for a period of thirty (30) days after the date fixed for the opening thereof, and to accept the Bid deemed most favorable to the best interest of the City of Mandan.

Dated this 19th day of April, 2016

City of Mandan, North Dakota

BY: /s/ James Neubauer

City Administrator"

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

4. The Board of City Commissioners shall meet on Tuesday, May 17th, 2016 at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

Board of City Commissioners

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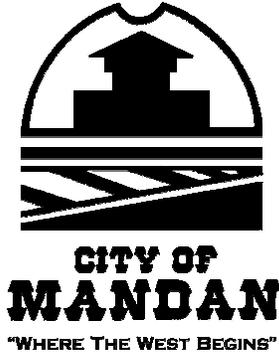
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President, Board of City Commissioners

ATTEST:

City Administrator

Passed: April 19th, 2016



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 13, 2016
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Engineering & Planning Director
SUBJECT: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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

BACKGROUND/ALTERNATIVES: The West Hills 4th Addition plat is located north of Old Red Trail NW and west of 40th Avenue NW. The proposed utilities only serve the developer of the benefiting land; therefore, this is being paid for by the developer under a 3-way agreement. Our office has not received a letter of credit yet therefore we are asking that the approval be contingent on receiving that letter of credit.

ATTACHMENTS:

1. Project Vicinity Map
2. Resolution Approving Plans and Specifications and Authorizing Execution of 3-way Agreement
3. 3-way agreement

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

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports the authorization to move forward with this project.

Board of City Commissioners

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Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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SUGGESTED MOTION: I move to approve the resolution approving the plans and specifications and authorizing execution of 3-way agreement for water and sewer improvement Project 2016-02 (West Hills 4th Addition) contingent on receiving the letter of credit.

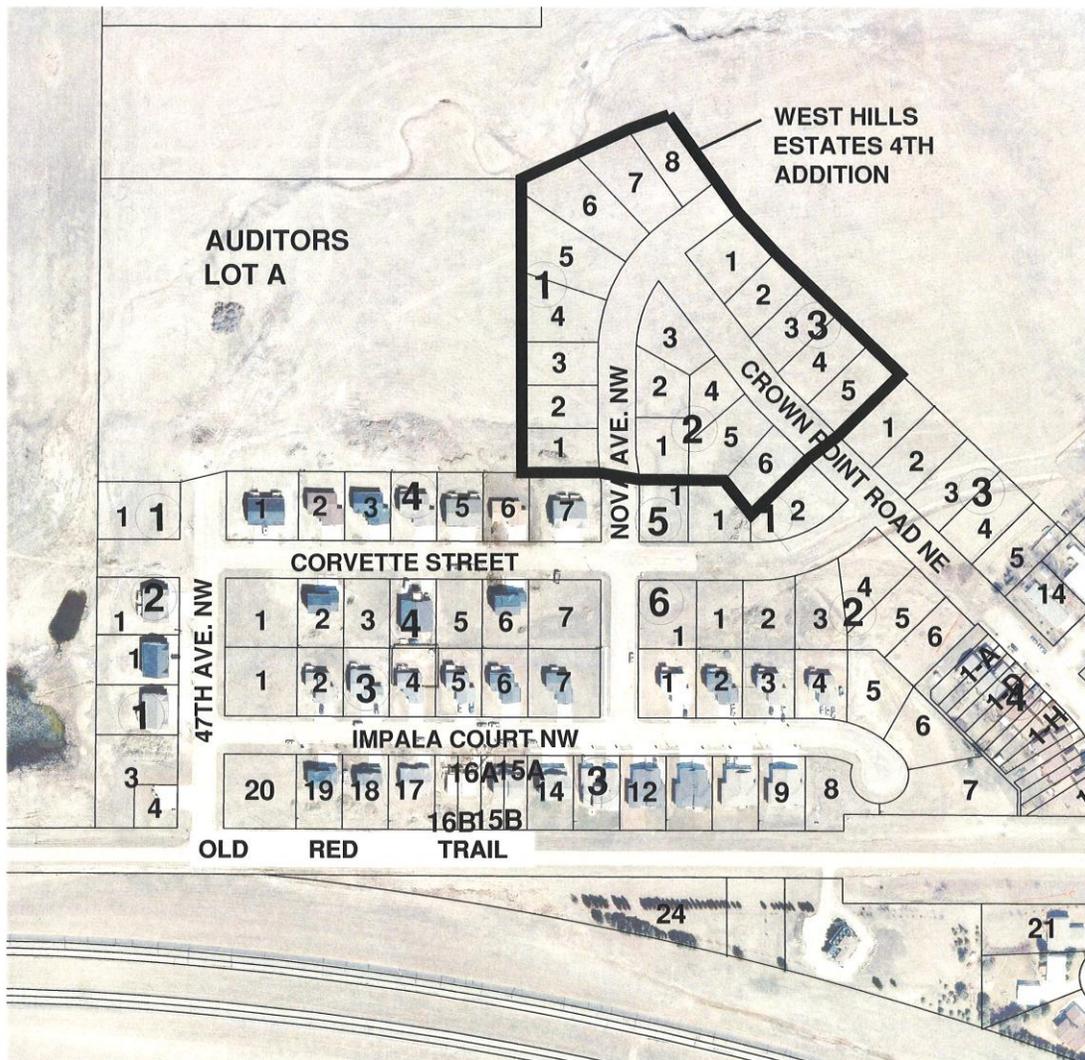
Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND
AUTHORIZING EXECUTION OF 3-WAY AGREEMENT FOR WATER AND
SEWER IMPROVEMENT PROJECT NO. 2016-02
(West Hills Estates 4th Addition)**

BE IT RESOLVED BY the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the plans and specifications for the Water and Sewer Project No. 2016-02 serving West Hills Estates 4th Addition in the City of Mandan, as presented by Nathan Lamoureux, on behalf of themselves, are hereby approved, ratified and confirmed as the plans and specifications for said project, in accordance with which said improvement project will be constructed, subject to any further modifications of the plans and specifications by the Board as provided by law. The plans and specifications shall be filed in the Office of the City Administrator and City Engineer and open for public inspection. The named streets within the subdivision to receive the improvements are: Nova Avenue NW and Crown point Road NW.

2. That the President of the Board is hereby authorized to enter into a 3-way agreement between the City of Mandan; the developer, Nathan Lamoureux, and the developer's contractor, contingent upon the City's receipt of an irrevocable escrow account covering construction costs.

3. This resolution shall be in full force and effect from the date of its passage.

President, Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

Date of Passage: April 19, 2016

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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3-WAY AGREEMENT

West Hills Estates 4th Addition

Water & Sewer IMPROVEMENT PROJECT No. 2016-02

THIS AGREEMENT, made on this 6th day of April 2016, between the City of Mandan, a municipal corporation, hereinafter called the CITY, Nathan Lamoureux, hereinafter called the DEVELOPER, and Geo. E. Haggart, Inc., hereinafter called the CONTRACTOR. The ENGINEER mentioned in this contract shall be Toman Engineering Co.

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

| | | |
|---|--|--|
| <input checked="" type="checkbox"/> Water Mains | <input checked="" type="checkbox"/> Sanitary Sewer Mains | <input type="checkbox"/> Storm Sewer Mains |
| <input type="checkbox"/> Streets | <input type="checkbox"/> Other: | |

for property to be developed and offered for sale by the DEVELOPER; and

WHEREAS, the CITY wishes to safeguard the public interest by assuring that said construction work will be in accord with plans, specifications and requirements of the CITY and will be completed in a proper and safe manner in accord with said ENGINEER prepared plans and specifications for said type of work; and

WHEREAS, the DEVELOPER has filed a petition to the Board of City Commissioners to permit the DEVELOPER to contract directly for said improvements.

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

(1) LICENSE TO CONSTRUCT.

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

Nova Avenue NW
Crown Point Road

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

(2) SCOPE OF WORK.

The DEVELOPER will, through a CONTRACTOR licensed under the laws of North Dakota, do said work, including furnishing all materials, equipment and labor necessary to perform all of the work shown on the plans and specifications prepared by a licensed professional engineer, which are hereby referred to and made a part of this Agreement. Construction staking as required by the CITY shall be done by the ENGINEER at the expense of the DEVELOPER. The CONTRACTOR shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, chlorine, clean up, and any other usual charges as determined by the ENGINEER shall be borne by the CONTRACTOR.

(3) TIME OF COMMENCEMENT AND COMPLETION

The anticipated date for allowing construction to start will be June 1, 2016. The CONTRACTOR shall have until July 15, 2016 to complete the project to the satisfaction of the ENGINEER and the CITY.

(4) CITY AUTHORITY AND RESPONSIBILITY

The City Engineer, other City staff and agents for the city shall at all times have access to the project site during construction of the public improvements. The City Engineer shall be the final arbiter when questions arise concerning interpretation and compliance with the plans, specifications, City design requirements and City ordinances. Failure of the developer, design engineer or contractor to comply with the directives of the City Engineer shall be sufficient grounds to issue a stop work order or require installed work to be removed and reconstructed.

(5) DESIGN ENGINEER AUTHORITY AND RESPONSIBILITY

The ENGINEER hired by the DEVELOPER is responsible for providing day to day monitoring and direction of the work. Daily logs shall be maintained and made available to the City. The ENGINEER is responsible to provide the CONTRACTOR in a timely manner with all needed information regarding grades and locations of work. Should a dispute arise between the CONTRACTOR and the ENGINEER over interpretation of the plans, the City Engineer shall be consulted and the City Engineer shall render a decision. Any deviation from the location of facilities shown on the plans must be approved in writing by the City Engineer before commencing with construction of the deviation. All deviations from the approved plans shall be documented with as-built drawings prepared by the ENGINEER. Approval by the CITY of the as-built drawings is a condition of project approval and acceptance by the CITY.

(6) PAYMENT.

The DEVELOPER shall provide an irrevocable letter of credit or a certificate of deposit from a bona fide financial institution in the amount of the project cost including services provided by the CITY. The irrevocable letter of credit expiration date shall be a minimum of 60 days past the time of completion or any extensions of this agreement. The project cost is \$199,969.25. Final payment will be for actual quantities used. A copy of the accepted proposal is attached to the back of and made a part of this Agreement.

The DEVELOPER will be responsible to pay the CONTRACTOR for all of the Agreement work in accordance with the plans, specifications, and proposal prepared by the DEVELOPER'S representative and made a part of this Agreement. The ENGINEER shall measure the work completed and submit to the ENGINEER. The ENGINEER will submit approved progress payments to the DEVELOPER. The CITY shall have no obligations, liability or responsibility for any payment due to any party under this Agreement or otherwise arising from the work under this Agreement. In no event shall the CITY be responsible for any payments whatsoever, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

(7) CONTENTS OF CONTRACTOR'S CONTRACT.

All contracts made by the CONTRACTOR with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: "This contract is subject to all the terms and conditions of a contract dated April 6th, between the CITY, the DEVELOPER and the CONTRACTOR."

(8) OWNERSHIP OF WORK LINES.

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

(9) WARRANTY.

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

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Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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(10) VERBAL AGREEMENTS.

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

(11) PROTECTION OF PUBLIC AND WORK.

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

(12) UTILITIES.

It shall be the responsibility of the CONTRACTOR to familiarize itself with the location of all existing sewer, water mains and service lines, gas mains and service lines, telephone cable, power, light, and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The CONTRACTOR shall notify all utility companies at least 48 hours in advance excluding Saturdays, Sundays, holidays, and in accordance with N. D. Century Code Chapter 49-23 North Dakota One Call of any construction affecting said utilities, and shall work out with said utilities any conflicts or changes.

(13) CHANGE.

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

(14) CLEAN UP.

Extra materials, tools and temporary structures shall be removed by the CONTRACTOR and all dirt, rubbish, and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the ENGINEER, and the CITY. The CONTRACTOR shall maintain for a period of three months after completion of the work

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Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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the surface of unpaved trenches, adjacent curbs and gutter, sidewalks, driveways, shrubbery, fences, sod or other surfaces disturbed. The CONTRACTOR shall conduct its operations in such manner as to cause minimum inconvenience to adjoining property owners and the public.

Street surfacing in unpaved areas shall be restored to as good as or better than prior to construction by the CONTRACTOR. The CONTRACTOR shall be required to replace paving or gravel surface removed or damaged in the construction work or repair any area disturbed as a result of construction work to the satisfaction of and subject to the approval of the CITY.

(15) LIQUIDATED DAMAGES.

The CONTRACTOR shall pay to the OWNER the amount of \$ 500.00 per day for liquidated damages for time in excess of authorized or adjusted completion time.

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Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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West Hills Estates 4th Addition
 Water & Sewer Improvements
 City Project No. 2016-02

| PEC # | Description | Units | Quantity | Unit Prices | Total |
|----------|--|-------|----------|-------------|-----------|
| 04-3.1 | Subgrade Preparation | SY | 370 | 7.35 | 2,719.50 |
| 05-4.2 | Weighted Fiber Roll | LF | 100 | 10.00 | 1,000.00 |
| 02-4.1 | Stabilized Gravel Base (6") | Ton | 200 | 40.00 | 8,000.00 |
| 01-6.3B | Asphalt Patch (Class B) | Ton | 85 | 120.00 | 10,200.00 |
| 06-4.1 | Asphalt Removal | SY | 315 | 10.00 | 3,150.00 |
| 01-4.1 | 4 Inch Concrete Sidewalk | SF | 85 | 7.35 | 624.75 |
| 02-4.1 | 6 Inch Concrete | SF | 280 | 6.30 | 1,764.00 |
| 03-5.4A | Mountable Curb and Gutter | LF | 64 | 31.50 | 2,016.00 |
| 03-5.6 | Curb and Gutter Removed | LF | 64 | 10.00 | 640.00 |
| 01-4.2 | 8 Inch Sanitary Sewer Pipe | LF | 1115 | 28.00 | 31,220.00 |
| 01-4.50 | 8 x 4 Inch Wye Branch | Ea | 19 | 125.00 | 2,375.00 |
| 01-4.60 | Bedding Material | Ton | 700 | 0.00 | 0.00 |
| 01-4.62 | Rock Excavation | CY | 50 | 0.00 | 0.00 |
| 01-4.64 | Televise Sewermain | LF | 1115 | 1.00 | 1,115.00 |
| 01-4.67 | 8 Inch Cleanout | Ea | 1 | 700.00 | 700.00 |
| 01-4.10 | 6 Inch Watermain | LF | 30 | 28.00 | 840.00 |
| 01-4.11 | 8 Inch Watermain | LF | 1144 | 35.00 | 40,040.00 |
| 01-4.51 | 6 Inch Gate Valve & Box | Ea | 4 | 1,150.00 | 4,600.00 |
| 01-4.52 | 8 Inch Gate Valve & Box | Ea | 8 | 1,650.00 | 13,200.00 |
| 01-4.70 | 6 Inch Hydrant | Ea | 4 | 4,250.00 | 17,000.00 |
| 202-4.2 | Seeding Class II | SY | 100 | 3.00 | 300.00 |
| 205-4.1 | Concrete Manhole | Ea | 5 | 3,600.00 | 18,000.00 |
| 206-4.1 | Adjust Manhole Casting | Ea | 1 | 1,050.00 | 1,050.00 |
| 206-4.14 | Adjust Vave Box | Ea | 4 | 75.00 | 300.00 |
| 209-4.12 | 1 Inch Water Service Pipe | LF | 553 | 20.00 | 11,060.00 |
| 209-4.1 | 4" Sewer Service Pipe | LF | 624 | 20.00 | 12,480.00 |
| 209-4.41 | 1 Inch Water Service Connection | Ea | 19 | 175.00 | 3,325.00 |
| 209-4.51 | 1 Inch Curb Stop & 1-1/4 Inch Curb Box | Ea | 19 | 260.00 | 4,940.00 |
| 209-4.6 | 4 Inch 45° Bend | Ea | 19 | 10.00 | 190.00 |
| ? # 1 | Mobilization & Bonds | LS | 1 | 5,000.00 | 5,000.00 |
| ? # 9 | Concrete Removal All Thicknesses | SY | 41 | 10.00 | 410.00 |
| ? # 10 | Detectable Warning Panel | SF | 8 | 52.50 | 420.00 |
| ? # 11 | Traffic Control | LS | 1 | 1,290.00 | 1,290.00 |

Total = 199,969.25

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Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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(16) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS.

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

Board of City Commissioners

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Meeting Date: April 19, 2016

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2016-02(West Hills 4th Addition).

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IN WITNESS WHEREOF, the parties have executed the following agreement.

CITY OF MANDAN

DEVELOPER

Justin Froseth
Planning and Engineering Director

Nathan Lamoureux
Firm Name

Nathan Lamoureux
Authorized Representative

Arlyn Van Beek, President
Board of City Commissioners

Owner
Owner, Title

9495 County Rd 27B
Street Address

Attest:

Westhope ND 58793
City, State, Zip

Jim Neubauer
City Administrator

CONTRACTOR

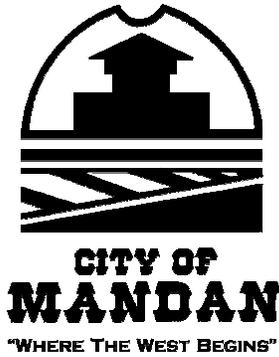
Geo. E. Haggart, Inc.
Firm Name

George Haggart
Authorized Representative

PRESIDENT
Owner, Title

1802 7th Ave. N.
Street Address

Fargo, ND 58102
City, State, Zip



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April, 14, 2016
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 4th Addition).

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

BACKGROUND/ALTERNATIVES: The developer is requesting that the City allow the special assessment of street costs to the benefitting properties for the development of West Hills Estates 4th Addition.

ATTACHMENTS:

1. Resolution creating district
2. District Map
3. Engineer's Estimate
4. Resolution Approving Engineer's Report
5. Resolution of plans and specs
6. Petition
7. Resolution determining sufficiency of petition
8. Feasibility Report
9. Resolution Directing Advertisement for Bids

FISCAL IMPACT: Based on the estimate of cost included with your documentation, the cost of the project would be \$415,868.40, engineering and administration will add \$145,556.94, bringing the total to \$561,422.34. These items would be entirely special assessed to the

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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benefitting properties. There are 19 lots within this special assessment district which would be approximately \$29,548.54 per lot in specials.

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports moving forward with the project.

SUGGESTED MOTION: I move to approve the Resolution creating district, approve Resolution approving Engineer's Report, approve Resolution of Plans and Specifications, approve Resolution determining sufficiency of petition, approve feasibility report and approve Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 4th Addition).

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT NO. 203**

Project No. 2016-03

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. There is hereby created Street Improvement District No. 203 (the "District")(Project# 2016-03) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, Nova Avenue NW and Crown Point Road NW, and includes street construction, installation of curb and gutter, asphalt street, storm sewer, street lights, chip seal and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

The following lots and blocks are included in said District:

Lots 1-6 Block 2, West Hills Estates 4th Addition

Lots 1-8 Block 1, Replat of Blocks 1 and 3, West Hills Estates 4th Addition

Lots 1-5 Block 3, Replat of Blocks 1 and 3, West Hills Estates 4th Addition

A tract of land being all of West Hills Estates 4th Addition and the Replat of Blocks 1 and 3 of West Hills Estates 4th Addition of the City of Mandan, North Dakota.

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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ATTEST:

City Administrator

Date of Passage: April 19, 2016

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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**WEST HILLS ESTATES 4TH ADDITION ENGINEER'S ESTIMATE
STREET IMP. DISTRICT NO. 203
CITY PROJECT NO. 2016-03
TECO #2202**

STREET ITEMS

| SPEC NO. | DESCRIPTION | UNIT | QUAN. | UNIT PRICE | TOTAL |
|-----------|---|-------|-------|--------------|--------------|
| 202-4.1 | UNCLASSIFIED EXCAVATION | CY | 450 | \$ 10.00 | \$ 4,500.00 |
| 203-3.1 | WATERING | M GAL | 40 | \$ 25.00 | \$ 1,000.00 |
| 204-3.1 | SUBGRADE PREPARATION | SY | 4600 | \$ 3.75 | \$ 17,250.00 |
| 205-3.1 | SILT FENCE | LF | 100 | \$ 8.00 | \$ 800.00 |
| 205-3.4 | 12" FIBER ROLL | LF | 150 | \$ 6.00 | \$ 900.00 |
| 302-4.1 | STABILIZED GRAVEL BASE | TON | 1450 | \$ 32.00 | \$ 46,400.00 |
| 304-6.1B | AC STABILIZED BASE (CLASS B)2-1/2" | TON | 575 | \$ 100.00 | \$ 57,500.00 |
| 401-6.2B | AC SURFACE COURSE (CLASS B)2" | TON | 460 | \$ 100.00 | \$ 46,000.00 |
| 402-4.2 | BITUMINOUS TACK COAT | GAL | 400 | \$ 2.75 | \$ 1,100.00 |
| 403-4.1 | BITUMINOUS SEAL COAT | SY | 4040 | \$ 3.00 | \$ 12,120.00 |
| 602-4.1 | 6" CONCRETE | SF | 370 | \$ 7.25 | \$ 2,682.50 |
| 603-5.4 | MOUNTABLE CURB & GUTTER | LF | 1950 | \$ 18.00 | \$ 35,100.00 |
| 1001-3.4 | Street Light Control Panel | EA | 1 | \$ 8,000.00 | \$ 8,000.00 |
| 1001-4.11 | 2" PVC Electric Conduit | LF | 45 | \$ 3.50 | \$ 157.50 |
| 1001-4.12 | Trenching 27" Deep | LF | 876 | \$ 3.75 | \$ 3,285.00 |
| 1001-4.2 | Junction Boxes | EA | 1 | \$ 1,000.00 | \$ 1,000.00 |
| 1001-4.22 | 3-NO. 4 Conductors | LF | 876 | \$ 6.00 | \$ 5,256.00 |
| 1001-4.25 | No. 6 Copper Ground | LF | 876 | \$ 1.15 | \$ 1,007.40 |
| 1001-4.3 | Type C Standard with Copper Navion NVNT3A LED Luminaire | EA | 7 | \$ 3,300.00 | \$ 23,100.00 |
| 1201-4.1 | 4" TOPSOILING SEEDING & HYDROMULCH | Acre | 0.8 | \$ 28,000.00 | \$ 22,400.00 |
| 1206-4.1 | ADJ MANHOLE CASTING-ASPH PVMT | EA | 8 | \$ 650.00 | \$ 5,200.00 |
| 1206-4.19 | ADJUST VALVE BOX-UNPAVED AREA | EA | 8 | \$ 350.00 | \$ 2,800.00 |
| 1206-4.8 | ADJUST 108" INLET CASTING | EA | 6 | \$ 250.00 | \$ 1,500.00 |
| SP | MOBILIZATION & BONDS | LS | 1 | \$ 10,000.00 | \$ 10,000.00 |
| SP | STREET NAME POST WITH 3 SIGNS | EA | 1 | \$ 450.00 | \$ 450.00 |
| SP | INSTALL SALVAGED ROAD CLOSED BARRICADE | EA | 1 | \$ 500.00 | \$ 500.00 |
| 802-4.2 | 15" RCP STORM SEWER PIPE | LF | 117 | \$ 42.50 | \$ 4,972.50 |
| 802-4.3 | 18" RCP STORM SEWER PIPE | LF | 255 | \$ 48.50 | \$ 12,367.50 |
| 802-4.7 | 30" RCP STORM SEWER PIPE | LF | 323 | \$ 90.00 | \$ 29,070.00 |
| 801-4.60 | BEDDING MATERIAL | TON | 300 | \$ 15.00 | \$ 4,500.00 |
| 802-4.57 | 30" RCP FLARED END SECTION | EA | 1 | \$ 1,750.00 | \$ 1,750.00 |
| 802-4.96 | RIP RAP - TYPE (M) | TON | 20 | \$ 90.00 | \$ 1,800.00 |
| 1205-4.1 | 48" CONCRETE MANHOLE (STORM) | EA | 2 | \$ 3,800.00 | \$ 7,600.00 |
| 1205-4.1C | 60" CONCRETE MANHOLE (STORM) | EA | 1 | \$ 4,800.00 | \$ 4,800.00 |
| 1205-4.1E | 72" CONCRETE MANHOLE (STORM) | EA | 1 | \$ 6,000.00 | \$ 6,000.00 |
| 1205-4.9 | TYPE 108" INLET | EA | 6 | \$ 5,500.00 | \$ 33,000.00 |

TOTAL CONSTRUCTION = \$ 415,868.40
LEGAL, ADMINISTRATION,
ENGINEERING, & CONTINGIENCY= \$ 145,553.94

GRAND TOTAL= \$ 561,422.34

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN STREET IMPROVEMENT DISTRICT NO. 203**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 203 (Project # 2016-03), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

2. The probable costs of the of the improvement project are estimated to be as follows:

| | |
|---|--------------|
| a. Construction costs: | \$415,868.40 |
| b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor: | \$145,553.94 |
| c. Total estimated costs of the improvement: | \$561,422.34 |

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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4. This resolution shall be in full force and effect from and after its passage.

Dated this 19th day of April, 2016.

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR STREET IMPROVEMENT DISTRICT NO. 203
PROJECT # 2016-03**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project in Street Improvement District No. 203 (Project # 2016-03) of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 19th day of April, 2016.

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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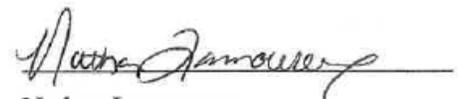
April 6, 2016

TECo #2202

PETITION

To the Honorable Board of City Commissioners of the City of Mandan, North Dakota.

The undersigned, being the developer of West Hills Estates 4th Addition, Mandan, North Dakota, hereby petitions the City of Mandan to create a Special Assessment District for the purpose of performing improvements consisting of asphalt paving, curb and gutter, storm sewer, earthwork and all work and material incidental thereto on a portion of Nova Ave. NW from the south boundary line of West Hills Estates 4th Addition northeasterly to the north boundary line of West Hills 4th Addition, and Crown Point Road NW from the southeasterly boundary line of West Hills Estates 4th Addition to the northwesterly to the intersection of Nova Ave. NW.



Nathan Lamoureux

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION, WAIVER
AND CONSENT TO ASSESSMENT FOR STREET IMPROVEMENT
DISTRICT NO. 203**

BE IT RESOLVED, By the Board of City Commissioners of Mandan, North Dakota:

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by Nathan Lamoureux, the owners of a majority of property area, for the improvement in and for Street Improvement District No. 203, Project No. 2016-03("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.

2. This Board is authorized to cause the improvement in and for the District to be made, and to levy and collect assessments therefore.

Dated this 19th day of April, 2016

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STREET IMPROVEMENT DISTRICT #203, PROJECT #2016-03**

1.) General Nature of Project

The District has been created to allow for new street Nova Avenue NW and Crown Point Road NW. Installation of new curb & gutter, asphalt street, storm sewer, street lights & chip seal will take place with this project.

2.) Location of Proposed Construction

The proposed construction will take place on Nova Avenue NW and Crown Point Road NW.

3.) Environmental Impact

It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as new development spreads in this area.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$415,868.40. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$145,553.94. The total cost for the improvement is estimated at \$561,422.34.

Justin Froseth
Planning and Engineering Director

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR STREET IMPROVEMENT DISTRICT NO. 203**

BE IT RESOLVED, By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 203 (Project # 2016-03) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on April 19, 2016 and in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least fourteen days before the date specified for receipt of bids, which notice shall be in the following form:

**“ADVERTISEMENT FOR BIDS FOR
STREET IMPROVEMENT DISTRICT NO. 203
MANDAN, NORTH DAKOTA**

Notice is hereby given, that the City of Mandan, North Dakota will receive sealed bids at the office of the City Administrator until May 10, 2016 at 10:30 a.m., local time for the purpose of furnishing of materials, labor and skill needed for the new construction of storm sewer mains, asphalt streets, concrete curb and gutter and street lights and related work in accordance with the plans and specifications for Street Improvement District No. 203 (Project # 2016-03), for the City of Mandan. The Work consists of all labor, skill, and materials required to properly construct the improvement.

Contractors and vendors desiring plans and specifications for personal use may secure digital copies from www.questcdn.com for a fee of \$25.00. These

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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documents may be downloaded by selecting this project from the "Bid Documents" tab and by entering Quest Project Number #4433736 on the "Search Projects" page. For assistance and the free membership registration, contact QuestCDN at (952)233-1632 or info@questcdn.com. Paper copies of the bid documents may be obtained from the City of Mandan Engineering office, 205 2nd Avenue Northwest, Mandan, North Dakota 58554 upon non-refundable payment of \$50.00 for each set. If Plans are mailed out and additional fee of \$15.00 will be added for postage and handling.

The bid proposals must be submitted to the City Administrator by 10:30 a.m., local time, Tuesday, May 10th, 2016 and shall be sealed and endorsed "Proposal for Street Improvement District No 203. Bids shall be delivered or mailed to: City Administrator, City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554. Bids will be opened and read aloud in the City Commission Meeting Room at 10:30 a.m., local time, on May 10, 2016. All bidders are invited to be present at the public opening of the Bids.

All Bidders must be licensed for the highest amount of their Bids, as provided by Section 43-07-05 of the North Dakota Century Code. The Bidder shall include a copy of his license or certificate of renewal thereof enclosed in the required bid bond envelope as required pursuant to Section 43-07-12 of the North Dakota Century Code, as amended.

Each bid shall be accompanied by a separate envelope containing a bidder's bond in the amount of five (5) percent of the highest amount of the bids as required by Section 48-01.2-05, North Dakota Century Code, as amended, and executed by the Bidder as principal and by a surety, conditioned that if the principal's bid is accepted and the contract awarded to the principal, the principal, within ten days after Notice of Award, shall execute and effect a contract in accordance with the terms of the bid, and a Contractor's Bond as required by law. No bid may be read or considered if it does not fully comply with the requirements of Section 48-01.2-05 of the North Dakota Century Code and any deficient bid must be resealed and returned to the bidder immediately.

Bids shall be made on the basis on cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the Board of City Commissioners, or no later than ten (10) days after written notice to proceed has been received from the City.

Work shall be completed on or before the following dates with liquidated damages assessed as follows:

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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All construction work on Project #2016-03 is to be completed no later than September 30, 2016 other than the chip seal which will have a completion date of August 15, 2017.

Liquidated damages of \$500.00 per day will be assessed if any completion dates are exceeded.

Should the contractor fail to complete all of the work in a District according to the above date, or within such additional time as may have been granted by formal extensions of time approved by the City Engineer, there shall be deducted from any money due the contractor, the above mentioned sum for each calendar day the completion of the Work is delayed, for each District. Liquidated damages will continue to accumulate until the City Engineer determines winter weather prevents further construction. Liquidated damages will restart on the first day of construction in the Spring of 2017 and continue to accumulate until final project acceptance. The Contractor and his surety shall be liable for any excess. Such payments shall be deducted from the final payment and shall be charged as liquidated damages and not as a penalty.

The Board of City Commissioners will meet on Tuesday, May 17th, 2016, at 5:30 PM, local time, to review the Bids submitted, consider the engineer's recommendation, and to award the contract to the successful Bidder. The contract will be awarded on the basis of the low Bid submitted, on eligible areas, by a responsible and responsive Bidder deemed most favorable to the City's interest.

The City of Mandan reserves the right reject any or all bids, to waive any informality or irregularity, to hold all bids for a period of thirty (30) days after the date fixed for the opening thereof, and to accept the Bid deemed most favorable to the best interest of the City of Mandan.

Dated this 19th day of April, 2016

City of Mandan, North Dakota
BY: James Neubauer
City Administrator"

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution approving Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 203, Project No. 2016-03 (West Hills Estates 3rd Addition).

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4. The Board of City Commissioners shall meet on Tuesday, May 17th, 2016 at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: April 19th, 2016

**AMENDMENT TO
JOINT POWERS AGREEMENT**

THIS AMENDMENT TO JOINT POWERS AGREEMENT dated the _____ day of _____, 2016, entered into between the City of Mandan, North Dakota (the "City") and the Park District of the City of Mandan, North Dakota (the "Park District").

WHEREAS, The parties hereto entered into a Joint Powers Agreement relating to the levy, collection and disbursement of a three-fourths of one percent (0.75%) city sales tax by the Park District for a recreational facility described in said Joint Powers Agreement; and

WHEREAS, The City intends to issue revenue bonds to provide for the construction of said recreational facility and appurtenances. Said revenue bonds will be paid from the proceeds of the three-fourths of one percent (0.75%) sales tax; and

WHEREAS, The parties by this agreement intend to amend the Joint Powers Agreement to provide a contingency for payment of said revenue bonds in the event that the said sales tax collections are insufficient to pay the revenue bond payments as and when they become due.

NOW, THEREFORE, The parties agree as follows:

In the event that the collections from the three-fourths of one percent (0.75%) sales tax are, at any time during the term of the revenue bonds, insufficient to pay as and when due payments on said revenue bonds, the Park District acknowledges that it will be responsible for the funds required to pay any deficiency and that the following sources shall be used to make up any deficiency. The Park District shall have the option to request refinance of the revenue bonds, if feasible and appropriate. If the revenue bonds cannot be refinanced, the Park District shall make up any deficiency from any and all sources available to it, including, but not limited to, the following:

- (a) Any surplus sales tax collected funds;
- (b) Subject to appropriation, the Park District covenants and agrees to include as required in the Park District's budget such additional amounts as are necessary to pay principal and interest on the bonds to the extent not paid from the sales tax. Such appropriation may be from any legally available source, including, but not limited to, state aid distributions, general fund tax levy, and facility revenues; and
- (c) The sales tax bond reserve fund.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

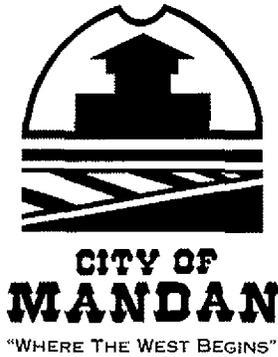
City Administrator

PARK DISTRICT OF THE CITY OF
MANDAN, NORTH DAKOTA

Attest:

President, Board of Park Commissioners

Clerk



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 15, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Amendment to Joint Powers Agreement, City & Park District

STATEMENT/PURPOSE: To consider proposed amendments to the Joint Powers Agreement (JPA) between the City of Mandan and the Mandan Park District.

BACKGROUND/ALTERNATIVES: Amendment to the JPA are being suggested in order to outline what would occur in the event that collections from the .75% sales tax are, at any time during the term of the revenue bonds insufficient to pay as when due. The Park District acknowledges that it would be responsible for the funds required to pay any deficiency in the following order.

- (a) Any surplus sales tax collected funds;
- (b) Subject to appropriation, the Park District covenants and agrees to include as required in the Par Districts budget such additional amounts as are necessary to pay principal and interest on the bonds to the extent not paid form the sales tax. Such appropriation may be from any legally available source, including, but not limited to, state aid distributions, general fund tax levy, and facility revenues, and;
- (c) The sales tax bond reserve fund.

Financial Underwriter Mike Manstrom and Bond Counsel Scott Wegner have indicated this will strengthen the rating of the bonds and potentially provide a more favorable interest rate.

An update from Monday, April 11, Park Board Meeting:

Attorney Ruff informed the Park Board of Commissioners that they do not need to address or vote on the proposed amendment submitted by the City. I (Cole) explained that the current Joint Powers Agreement doesn't specifically state that the Mandan Park District is responsible for any shortfall of sales tax funds (even though we assumed it was intended too). The Park Board of Commissioner agreed that the City of Mandan should

not have any financial liability for the Sports Complex bond due to insufficient sales tax funds.

The Park Board of Commissioners made a motion to direct Attorney Ruff to develop a memorandum of understanding to clearly state that the Mandan Park District is responsible for insufficient sales tax funds required to fulfill the principal and interest bond payment for the Starion Sports Complex. In addition, the Park Board of Commissioners added that the first option would be to refinance the bond if there are insufficient funds.

ATTACHMENTS: Proposed amendments to the JPA

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: City Attorney Brown, and Scott Wegner, along with Commissioner Tibke, Finance Director Welch and Administrator Neubauer have reviewed the proposed language.

RECOMMENDATION: I recommend approval of the amendment to the JPA as proposed.

SUGGESTED MOTION: I move to approve the JPA as amended.

**AMENDMENT TO
JOINT POWERS AGREEMENT**

THIS AMENDMENT TO JOINT POWERS AGREEMENT dated the ____ day of _____, 2016, entered into between the City of Mandan, North Dakota (the "City") and the Park District of the City of Mandan, North Dakota (the "Park District").

WHEREAS, The parties hereto entered into a Joint Powers Agreement relating to the levy, collection and disbursement of a three-fourths of one percent (0.75%) city sales tax by the Park District for a recreational facility described in said Joint Powers Agreement; and

WHEREAS, The City intends to issue revenue bonds to provide for the construction of said recreational facility and appurtenances. Said revenue bonds will be paid from the proceeds of the three-fourths of one percent (0.75%) sales tax; and

WHEREAS, The parties by this agreement intend to amend the Joint Powers Agreement to provide a contingency for payment of said revenue bonds in the event that the said sales tax collections are insufficient to pay the revenue bond payments as and when they become due.

NOW, THEREFORE, The parties agree as follows:

In the event that the collections from the three-fourths of one percent (0.75%) sales tax are, at any time during the term of the revenue bonds, insufficient to pay as and when due payments on said revenue bonds, the Park District acknowledges that it will be responsible for the funds required to pay any deficiency and that the following sources shall be used to make up any deficiency in the following order:

- (a) Any surplus sales tax collected funds;
- (b) Subject to appropriation, the Park District covenants and agrees to include as required in the Park District's budget such additional amounts as are necessary to pay principal and interest on the bonds to the extent not paid from the sales tax. Such appropriation may be from any legally available source, including, but not limited to, state aid distributions, general fund tax levy, and facility revenues; and
- (c) The sales tax bond reserve fund.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

PARK DISTRICT OF THE CITY OF
MANDAN, NORTH DAKOTA

Attest:

President, Board of Park Commissioners

Clerk



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 19, 2016
PREPARATION DATE: April 15, 2016
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Director
PRESENTER: Jeff Wright & Kaiden Straabe, City Arborist
SUBJECT: First consideration of Ordinance No. 1237 amending and reenacting Chapter 16, Article 4 of the Mandan Municipal Code related to the Emerald Ash Borer and Dutch Elm Disease.

STATEMENT/PURPOSE: To consider amendments to the Mandan Code of Ordinances related to the Emerald Ash Borer and Dutch Elm Disease.

BACKGROUND/ALTERNATIVES: The Emerald Ash Borer is a destructive insect that is migrating across the county. It has been found in nearby states. The Emerald Ash Borer attacks and eventually causes the death of ash trees.

These proposed changes to the municipal code identify the insect as a public nuisance and give the City Arborist authority to deal with any infestation that is discovered. Planting or selling ash cultivars susceptible to the Emerald Ash Borer was listed as a violation. A list of susceptible ash cultivars will be provided on the city web site if this ordinance is approved.

Edits were also made to the language related to Dutch Elm disease. These edits included minor word revisions and listing the planting or selling of an American Elm or Siberian Elm as a violation.

Violations of this article are infractions with a maximum penalty of \$1,000.

The loss of trees due to Dutch Elm Disease has been an issue of concern to the Community Beautification Committee. The committee has encouraged a proactive approach to preventing the disease and is supporting efforts to provide funding for replacement of trees removed in boulevards due to Dutch Elm Disease.

Kaiden Straabe, City Arborist, attended a Community Beautification Committee meeting and briefed the committee members on the issue with the Emerald Ash Borer. The committee voted at its Feb. 11, 2016, meeting to recommend to the City Commission approval of the proposed ordinance that adds language that addresses the Emerald Ash Borer.

The draft ordinance was circulated to all department heads and other senior staff utilizing EchoSign, a software program used to document submittal and response. Some suggestions were made for edits. Those edits were incorporated and the draft circulated a second time. The final wording reflects all comments received.

ATTACHMENTS: Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: Staff recommends adoption of this ordinance.

SUGGESTED MOTION: Move to approve the first consideration of Ordinance No. 1237 amending and reenacting Chapter 16, Article 4 of the Mandan Municipal Code related to the Emerald Ash Borer and Dutch Elm Disease.

ORDINANCE NO. 1237

An Ordinance to Amend and Reenact Chapter 16, Article 4 of the Mandan Municipal Code related to the Emerald Ash Borer and Dutch Elm Disease

WHEREAS, The Emerald Ash Borer is a destructive insect that is migrating across the country and has been found in neighboring states, and

WHEREAS, It is necessary to add language to the municipal code authorizing the City Arborist to take action if an infestation of this pest is found in the city, and

WHEREAS, Some adjustments are needed to the language related to Dutch Elm Disease.

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

Section 1. Chapter 16, Article 4 is amended to read.

ARTICLE 4. - DUTCH ELM DISEASE AND EMERALD ASH BORER

Sec. 16-4-1. - Declaration of public nuisance.

(a) Whereas, the board of city commissioners has determined that there are many elm trees growing on public and private premises within the city, the loss of which would substantially depreciate the value of public and private property, impair the use and enjoyment of public premises and erode the tax base of the city, and that the health and life of such trees is threatened by the fatal disease known as Dutch elm disease, which is spread by the elm bark beetles Scolytus multisriatus (Eichb.) or Hylurgopinus rufipes (marsh.), the commission board declares its intention to control and prevent the spread of such disease and the insect pests and vectors which carry such disease. The board and declares Dutch elm disease and the elm bark beetles which carry such disease to be public nuisances.

(b) The Emerald Ash Borer is an insect that attacks and eventually causes the death of ash trees. The board declares the Emerald Ash Borer to be a public nuisance.

Sec. 16-4-2. - Inspection.

- (a) The city forester~~arborist~~ shall inspect or cause to be inspected all premises and places within the city to determine whether any public nuisance exists thereon.
- (b) The city arborist ~~He shall also~~ inspect or cause the inspection of any elm tree reported or suspected to be infected with Dutch elm disease or any elm bark bearing material reported or suspected to be infested with elm bark beetles.
- (c) The city arborist shall inspect or cause the inspection of any ash tree reported or suspected to be infected with Emerald Ash Borers.

Sec. 16-4-3. - Right of entry.

The city forester~~arborist~~ and his agents or employees shall have authority, with a warrant or the consent of the owner, to enter upon private premises at reasonable times for the purpose of carrying out any of the provisions of this article.

Sec. 16-4-4. - Authority of city forester~~arborist~~.

- (a) The city forester~~arborist~~ shall order, direct, supervise and control the abatement of public nuisances by spraying, removal, burning or by other means.
- (b) The city arborist shall take such action ~~which he determines to be~~ necessary to prevent as fully as possible the spread of Dutch elm disease fungus or the insect pests or vectors known to carry such disease fungus.
- (c) The city arborist shall take such action necessary to eradicate any infestation of Emerald Ash Borer.

Sec. 16-4-5. - Abatement of nuisances on public property.

Whenever the city forester~~arborist~~ shall, after inspection or examination, determine that a public nuisance exists on public property in ~~this the city~~, he shall immediately abate or cause the abatement of such nuisance ~~in such manner as to destroy or prevent as fully as possible the spread of Dutch elm disease or the insect pests or vectors known to carry such disease fungus.~~

Sec. 16-4-6. - Nuisance on private property; notice to owner.

When the city forester~~arborist~~ shall determine with reasonable certainty that a public nuisance exists upon private premises or upon the strip between the lot line and the curb, he shall immediately serve or cause to be served personally or by first class mail upon the owner of such property or the abutting property, if the property owner can be found, and upon the occupant thereof, a written notice of the existence of such nuisance. Such notice shall describe the nuisance and recommended procedures for its abatement, and shall further state that unless the owner shall abate the nuisance in the manner specified in the notice, or shall request a hearing within fourteen days of receipt of the notice to show that such nuisance does not exist, or does not endanger the health of the elm trees in the city, the city forester~~arborist~~ shall cause the abatement thereof at the expense of the property served or abutting property. If the owner cannot be found, such notice shall be given by publication in the official newspaper of the city.

Sec. 16-4-7. - Abatement of nuisances on private property.

If, after a hearing held pursuant to section 16-4-6, it is determined by the city forester~~arborist~~ that a public nuisance exists, or if no hearing is requested, the city forester~~arborist~~ shall forthwith order the immediate abatement thereof. Unless the property owner abates the nuisance as directed within 24 hours after such hearing, the city forester~~arborist~~ shall proceed to abate the nuisance and cause the cost thereof to be assessed against the property in accordance with the procedures provided in this article. The city forester~~arborist~~ may extend the time allowed the property owner for abatement work but not to exceed ten additional days.

Sec. 16-4-8. - Prohibited acts and penalties.

Any person who shall do any of the following acts within the city commits an infraction:

- (1) Transports any bark-bearing elm wood, bark or material on public streets, highways or other public premises without first securing the written permission of the city forester/arborist;
- (2) Interferes with or prevents any acts of the city forester/arborist or his agents or employees while they are engaged in the performance of duties imposed by this article;
- (3) Refuses to permit the city forester/arborist or his duly authorized representative to enter upon his premises at reasonable times to exercise the duties imposed by this article;
- (4) Permits any public nuisance to remain on any premises owned or controlled by him when ordered by the city forester/arborist to abate such nuisance.
- (5) Plants on public or private property an American Elm or Siberian Elm.
- (6) Sells for planting within the city an American Elm or Siberian Elm.
- (6) Plants on public or private property ash cultivars that are susceptible to the Emerald Ash Borer.
- (7) Sells for planting within the city ash cultivars that are susceptible to the Emerald Ash Borer.

Section 2. Chapter 16, Article 4 is reenacted as amended.

 President, Board of City Commissioners

Attest:

 City Administrator

First Consideration:

April 19, 2016

Second Consideration and Final Passage:

Publication Date:

Recommended action:

Move to approve the first consideration of Ordinance No. 1238 creating PUD District 2016-01 for Lakewood 8th Addition First Replat.

ORDINANCE NO. 1238

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

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

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

Lakewood 8th Addition First Replat located within the City of Mandan, Morton County, North Dakota shall be excluded from the R3.2 Residential District and shall be included in PUD District 2016-01 with the following conditions and restrictions.

- a. All lots shall conform to the requirements of an R3.2 district unless modified herein.
- b. Lots 1 through 8 and 17 through 26 shall be developed with one half of a twin home and lots 9 through 16 shall be developed with single family dwellings.
- c. The minimum lot size shall be 4,000 square feet.
- d. The minimum lot width at the front building line shall be 30 feet.
- e. The minimum side yard setback for a primary structure shall be 20% of the average lot width for the combination of the two side yards for single family lots and 10% of the average lot width for the one side yard for twin home lots.
- f. The minimum side yard setback for a primary structure shall be 5 feet.
- g. The minimum front yard setback for a garage door facing the street shall be 25 feet. Other portions of the structure may be developed within 20 feet of the front property line, including any 2nd floor overhang.
- h. The minimum rear yard setback for a primary structure shall be 20 feet.
- i. The maximum building footprint for all structures on lots 1-6 shall be 50% of the lot area.
- j. The maximum building footprint for all structures on lots 7-8 shall be 45% of the lot area.
- k. The maximum building footprint for all structures on lots 9-16 shall be 35% of the lot area.
- l. The maximum building footprint for all structures on lots 17-26 shall be 40% of the lot area.
- m. The floor area ratio (FAR) for all structures on a lot shall be 0.8.
- n. The property owner shall be responsible to install a sidewalk in the boulevard along the property line prior to occupying the dwelling or within the next construction season after occupancy if this delay is approved by the city.
- o. The property owner shall be responsible to install landscaping within the next growing season after occupancy.

- p. The width of the driveway apron shall be limited to the width of the garage or 36 feet whichever is less.

SECTION 2. RE-ENACTMENT. Section 21-03-02 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

 President, Board of City Commissioners

Attest:

 City Administrator

Public Hearing: _____
 First Consideration: _____
 Second Consideration and Final Passage: _____

Recommended action:

Move to approve the first consideration of Ordinance No. 1239 creating PUD District 2016-02 for Ash Grove Estates Addition.

ORDINANCE NO. 1239

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

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

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

Ash Grove Estates Addition located within the City of Mandan, Morton County, North Dakota shall be excluded from the R7 Residential District and shall be included in PUD District 2016-02 with the following conditions and restrictions.

- a. All lots shall conform to the requirements of an R3.2 district unless modified herein.
- b. Lots 1A through 15A and 16 through 20, Block 1 and Lots 1 through 9 and 11 through 22, Block 2 shall be developed with single family dwellings and lots 21 through 34, Block 1 shall be developed with one half of a twin home.
- c. The minimum lot size for the twin home lots shall be 3,000 square feet.
- d. The minimum lot size for the single-family lots shall be 4,000 square feet.
- e. The minimum lot width at the front building line shall be 30 feet.
- f. The minimum side yard setback for a primary structure shall be 20% of the average lot width for the combination of the two side yards for single family lots and 10% of the average lot width for the one side yard for twin home lots.
- g. The minimum side yard setback for a primary structure shall be 5 feet.
- h. The minimum side yard setback for all structures on the side yard facing 37th Avenue NW shall be 15 feet.
- i. The minimum front yard setback for a garage door facing the street shall be 25 feet. Other portions of the structure may be developed within 20 feet of the front property line, including any 2nd floor overhang.
- j. The minimum rear yard setback for a primary structure on Lots 20 through 34, Block 1 shall be 15 feet and for all other lots 20 feet.
- k. The maximum building footprint for all structures on lots 1A through 15A and 16 through 20, Block 1 shall be 30% of the lot area.
- l. The maximum building footprint for all structures on lots 21 through 34, Block 1 shall be 50% of the lot area.
- m. The maximum building footprint for all structures on lots 1 through 9 and 11 through 22, Block 2 shall be 35% of the lot area.
- n. The floor area ratio (FAR) for all structures on a lot shall be 0.8.

- o. The property owner shall be responsible to install a sidewalk in the boulevard along the property line prior to occupying the dwelling or within the next construction season after occupancy if this delay is approved by the city.
- p. The property owner shall be responsible to install landscaping within the next growing season after occupancy.
- q. Lot 10, Block 2 shall be developed as a detention pond that is owned and maintained by all lot owners within the subdivision through a home owners association.
- r. Lots 1B, 2B, 2C, 2D, 3B, 3C, 4B, 4C, 5B, 5C, 6B, 6C, 7B, 8B, 8C, 9B, 9C, 10B, 11B, 12B, 12C, 12D, 13B, 13C, 14B, 14C, 15B and 15C are not buildable lots and may be sold separately.
- s. The width of the driveway apron shall be limited to the width of the garage or 36 feet whichever is less.
- t. The street to be created within this subdivision shall be constructed within an 80 foot wide right-of-way and have a 31 foot wide paved surface with 1 foot wide mountable curbs on both sides.
- u. Sidewalks may be constructed against the property line and fire hydrants may be located between two and seven feet behind the back of curb.

SECTION 2. RE-ENACTMENT. Section 21-03-02 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

 President, Board of City Commissioners

Attest:

 City Administrator

Public Hearing: _____

First Consideration: _____

Second Consideration and Final Passage: _____