

**AGENDA**  
**MANDAN CITY COMMISSION**  
**APRIL 5, 2016**  
**ED "BOSH" FROEHLICH MEETING ROOM,**  
**MANDAN CITY HALL**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the minutes from the March 15, 2016 Board of City Commission Regular Meeting.
- E. PUBLIC HEARING:
1. Consider establishing a restaurant rewards program (see Old Business No. 1)
  2. Consider approving Resolution determining insufficiency of protests for Street Improvement District 206, Project 2016-07(Big Sky Additions)
- 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.
  2. Consider for approval the award of the Lawn and Weed Spraying contract to All Pest Control.
  3. Consider award of low bid for Old Red Trail reconstruction to Veit contingent upon NDDOT concurrence.
  4. Consider concurrence with NDDOT for award of low bid for Twin City Drive and Main Street traffic signals to Edling Electric Inc.
- 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 9<sup>th</sup> 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.
  5. Consider approval of Millennium Trail Cost Participation and Maintenance agreement.

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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

H. OLD BUSINESS:

1. Consider a Mandan Growth Fund Committee recommendation to establish a restaurant rewards program

I. NEW BUSINESS:

1. Update on transition to Central Dakota Communication Center (CenCom).
2. Consider the city water system projects to submit to the State Water Commission for 2017-19 funding.
3. Consider Architectural Services recommendation for the Public Works Expansion Project

J. RESOLUTIONS AND ORDINANCES:

1. Consider for approval resolution creating private street named Cascade Way NW in Eagle Ridge First Addition

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. April 19, 2016 – with Board of Equalization at 7 p.m.
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

**CITY BOARD OF EQUALIZATION:**

ROLL CALL: Roll call of City Commissioners.

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**NEW BUSINESS:** Adjourn 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 2<sup>nd</sup> Ave NW, Mandan, ND

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.

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The Mandan City Commission met in regular session at 5:30 p.m. on March 15, 2016 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Braun, and Laber. Department Heads present were Finance Director Welch, Police Chief Ziegler, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development & Communications Director Huber, Planning & Engineering Director Froseth, Assessor Shaw, and Building Official Lalim. Absent: Planner Decker.

B. APPROVAL OF AGENDA: Commissioner Braun moved to approve the Agenda. Commissioner Tibke 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 to come forward. Wayne Papke came forward and commented on the 2015 budget noting that six departments carried forward budget monies. It is his opinion this has gotten out of control, (with the exception of past construction projects, etc.). What needs to happen with this type of action is that the City of Mandan needs to redefine the current mills to bring it back down to line up with those dollar amounts, or did the departments over-budget? This is a consistent feature that occurs year after year. If funds are carried forward, that means the taxpayers paid too much last year. He requested that these items should be re-evaluated. Setting a new baseline is what Mr. Papke indicated needs to happen. By that he means going into the next year, the dollar amounts that were carried forward need to reduce the net effect of their current year budget. Wherein by saying the budget went up 3%, it actually went up 10% because of the dollars carried forward. The City Commission needs to redefine this process so the public is not misled by the numbers. Carrying forward from a previous year does not provide an accurate picture of what the budget actually is. Mr. Papke also commented that in regards to the Mandan Growth Fund position, this has been something that he has always been opposed to. He said he opposes any permanency of that position going forward due to the economic condition of the city and state. So a full-time position is not warranted at this time.

Mayor Van Beek provided a second announcement for 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 1, 2016 regular meeting.* Commissioner Laber moved to approve the minutes as presented. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

1. *Consider approving Resolution determining insufficiency of protests for Street Improvement District 205, Project 2015-06(Old Red Trail).* Planning & Engineering Director Froseth provided a summary of this project. This is the Old Red Trail NW project that the City has put forward to reconstruct the portion of Old Red Trail between

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Highland Road Northwest and approximately 500 ft. west of 40<sup>th</sup> Avenue Northwest. On 2/2/16 the City Commission approved the creation of the district and approved the resolution approving Engineer's Report, plans and specs and the Resolution of Necessity. The notice was published in the Mandan News in accordance with the State's Century Code (NDCC). Letters were sent out to all property owners of record within that district. The protest period ended 3/7/16. There were 7 letters of protest received for this project which is less than one-third of a percent of the area that could protest. It was recommended to move forward with the street improvements for this project.

Mayor Van Beek stated this is a public hearing and invited anyone interested to come forward to speak for or against the project request for a Resolution determining insufficiency of protests for Street Improvement District 205, Project 2015-06 (Old Red Trail). A second announcement was made for anyone to come forward to speak for or against the project. Hearing none, this portion of the Public Hearing was closed.

Commissioner Laber moved to approve the Resolution determining insufficiency of protests for Street Improvement District 205, Project 2015-06 (Old Red Trail). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

F. BIDS:

1. *Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 204, Project 2016-06 (Lakewood 9<sup>th</sup> Addition).* Planning & Engineering Director Froseth said that three bids were received on 3/1/16 for this Lakewood 9<sup>th</sup> Addition project and Northern Improvement Company was the low bidder in the amount of \$1,549,422.20. The engineer's estimate was \$2,218,163.00. The bid was 30% lower than the engineer's estimate. With administrative costs the project total would come to \$2,091,719.97. The project will be paid for by special assessments from the benefiting properties within the district. It was recommended to approve the bid award to Northern Improvement Company in the amount of \$1,549,422.20.

Commissioner Laber moved to approve the award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 204, Project 2016-06 (Lakewood 9<sup>th</sup> Addition) to Northern Improvement Company the low bidder in the amount of \$1,549,422.20 and to approve the Resolution approving Contract and Contractor's Bond. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider award of bid for the 2016 Water main Replacement Project.*

Director of Public Works Wright said that four bids were opened on 3/3/16 for the 2016 Water Main Replacement project located in northeast Mandan; mainly north of 1<sup>st</sup> St. and between 8<sup>th</sup> Ave. NE and 4<sup>th</sup> Ave. NE. Two bids were opened for the materials for the project. Typically bids are received from local suppliers for water main materials. The

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project is also a “preempt” to Phase 2 of the Street Improvement Project. This year’s improvement project is estimated to be \$404,000 which includes labor, equipment and materials including bedding material, asphalt and concrete replacement that is needed outside the proposed street improvement project. It also includes any lead service line replacements found during the project and the repair or replacement of any curb stops. They are recommending removing area B3 from the bid to allow us to stay within our budget after all city provided item expenses are added to the bids. Pursuant to the low bids received from Markwed Excavating which would include areas B1, B2, C and D in the amount of roughly \$260,000 for equipment and labor costs; Ferguson Waterworks for materials for areas B1, B2, and C; and Dakota Supply Group for area D in the amount of \$49,925.87 for material costs. The total project cost would come to approximately \$310,000. Director Wright recommended awarding the bids as outlined.

Commissioner Laber asked about the area that might be eliminated from the project. Director Wright said that as of last year, some of the areas that were eliminated then are included in this year’s projects. Therefore, any areas that are eliminated from this year’s projects will go into next year’s.

Commissioner Braun moved to approve the award of bid for the 2016 Water Main Replacement Project to Markwed Excavating with areas B1, B2, C and D for total equipment and labor cost of \$260,000 and award Ferguson Waterworks areas B1, B2, and C and Dakota Supply Group area D for a total materials cost of \$49,925.87.

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

3. *Consider award of bid for the Big Sky Sanitary Sewer Extension Project.*

Director of Public Works Wright stated that on 3/3/16 six bids were opened for this year’s Big Sky Sanitary Sewer Extension project which is the project wherein a temporary lift station would be eliminated and hook up a gravity sewer that runs to Sunset Drive. By eliminating the lift station it would save yearly operating and maintenance costs such as electricity. It would also provide for the needed pump and control panel upgrades to the lift station. The engineer’s estimate for the project was \$48,200. Weisz and Son’s was the low bidder at \$43,079. It was recommended to award the bid to Weisz and Son’s for this project in the amount of \$43,079.

Commissioner Tibke moved to approve the bid award to Weisz and Son’s in the amount of \$43,079 for the Big Sky Sanitary Sewer Extension Project. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

G. CONSENT AGENDA

1. *Consider approval of monthly bills.*

2. *Consider request from Finance Department to approve expenditure budget amendments for fiscal year 2015 and expenditure budget transfers from fiscal year 2015 to fiscal year 2016.*
3. *Consider request from Assessing Department to transfer expenditure savings from 2015 Budget to 2016 Budget.*
4. *Consider request from Information Technology Department to transfer expenditure savings from 2015 Budget to 2016 Budget.*
5. *Consider request from Business Development and Communications Department to transfer expenditure savings from 2015 Budget to 2016 Budget.*
6. *Consider the following proclamations: (i) Designating May 6, 2016 as Arbor Day in the City of Mandan. (ii) Designating March, 2016 as General Aviation Appreciation Month in the City of Mandan. (iii) Designating May 2-6, 2016 as Project HOPE Week in the City of Mandan.*
7. *Consider approval of the 2016 Fire Hydrant Painting agreement with HIT Inc.*
8. *Consider Furry Friends Rockin Rescue games of chance at Stage Stop March 16, 2016 through May 7, 2016.*
9. *Consider the letter of intent and Rule G-17 letter from Dougherty & Company LLC as the Underwriter for the Refunding Improvement Bonds of 2016.*
10. *Consider an Abatement for 2014 & 2015 for Frank & Sharon Kuntz Paraplegic Disabled Credit Application.*
11. *Consider approving Amended Engineering Services Agreement with KLJ for Old Red Trail Reconstruction Street Improvement District 205 Project 2015-06.*
12. *Consider request from Planning and Engineering Departments to transfer expenditure savings from 2015 Budget to 2016 Budget.*
13. *Consider request from Public Works Department to transfer expenditure savings from 2015 Budget to 2016 Budget.*
14. *LEC Building Improvement Fund Request.*

Commissioner Rohr commented on Mr. Papke's statement by suggesting that there might be extenuating reasons for transferring accumulated funds from one year's budget to the next. One example he can think of would be the Police Department being budgeted for a certain amount of police officers. With a high turnover and having difficulties of hiring police officers, there could very well be a large surplus in the budget. It's not an easy balancing act at times because there are many factors that are involved in the budgeting process.

Commissioner Tibke moved to approve the Consent Agenda items as presented.  
Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes;  
Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes;  
Commissioner Van Beek: Yes. The motion passed.

H OLD BUSINESS:

I. NEW BUSINESS:

1. *Ceremonial swearing in of Police Chief.* Mayor Van Beek called upon Police Chief Jason Ziegler to come before the City Commission with an invitation to his wife

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Sonya, and daughters Amanda and Sara to also come forward. The Police Chief Oath was given by Mayor Van Beek and was acknowledged by Chief Ziegler.

2. *Chief of Police presentation on retirement plan options for the Mandan Police Department.* Police Chief Ziegler stated that at the January 5, 2016 City Commission meeting, by a unanimous vote of 5-0, it was requested that I, the Chief of Police, conduct a study of the current retirement plan and the effects of recruiting or retention for the Mandan Police Department vs. North Dakota Public Employees Retirement System (NDPERS) and other agencies in Morton and Burleigh County area. The study presented included an overview of all the components for consideration of a defined benefits plan that will offer stability of retirement benefits that would allow officers to retire at 55 years of age. A health insurance element was attached to the NDPERS plan. Chief Ziegler stated that he is a product of a defined benefit program, (in a previous employment), wherein it gives him piece of mind knowing that if something happens to him, the citizens of the that community will take care of his family. He stated that is one of the greatest employment benefits afforded to a law enforcement officer for risking their life every day.

The NDPERS would require the City to contribute 9.07% of the employee's salary (current contribution 10%, provided the employee contributes at least 4%) for each sworn law enforcement officer that elects to move over to NDPERS. The employee would contribute 5.5% of their salary to their retirement. A survey conducted during the research period showed that 93% of the employees prefer NDPERS to the current retirement plan. Included in the survey was a question regarding what the employee may do if the City elects not to move to the NDPERS plan. 9.68% indicated they would leave; 25.81% were not sure but may stay; 12.90% not sure but may leave if NDPERS is not the retirement plan. Chief Ziegler pointed out that turnover not only impacts the officers working for the agency, but it also affects the quality of service provided to the citizens in the community.

Chief Ziegler extended a thank you to all those involved in the research of this matter including the Mandan Police Officers, the City Staff along with the Mayor and the City Commissioners. Sparb Collins, Executive Director of NDPERS and Mary Jo Steffes, Benefit Program Administrator of NDPERS were both in attendance for the presentation and were available to answer questions in regard to the NDPERS Retirement Program.

Commissioner Tibke extended a thank you to Chief Ziegler and NDPERS for the presentation. She stated she is in support of providing the Mandan Police Department with a defined benefits retirement plan. Commissioner Laber thanked Chief Ziegler for a fabulous job on this research project. She recommended this information be published on the City of Mandan website for easy access by the public. Ms. Steffes of NDPERS was requested to explain the benefits provided for survivor benefits (spouse and family) coverage under the plan. She explained that if an employee is not vested in the plan they would get a lump sum payout of the employee contributions that went into the plan and any vested employer contributions through the Portability Enhancement Provision (PEP) program. If a member is vested in the plan and they are married, they would have a 50%

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calculated benefit of the single life benefit that the member would have had. If a member is vested in the plan and they also have met normal retirement at age 55 or have met the Rule of 85 then they would have the option of the 100% joint and survivor benefits. Vesting is at 3 years and is set by the plan. Members are requested to update their beneficiaries in the case of divorce and remarriage. In such case, the new (current) surviving spouse would be paid the ongoing defined benefit plan. However, there may be terms within a divorce decree that may provide clarification such as a qualified domestic order on file if any monies are to be paid out to an ex-spouse. In the case of a member retirement, it would depend on the selection that was made as far as paying out if that member dies.

Mayor Van Beek extended a thank you to Chief Ziegler for putting together a good plan based on the research he did. He stated that he is in support of a defined benefits plan and expressed the need for such a plan to be in place to cover our law enforcement that put their lives on the line for the protection of residents within our communities. Commissioner Rohr also extended a thank you to Deputy Chief Leingang for the initial time and effort he put in to move this forward.

Commissioner Tibke moved to approve the retirement plan presented by NDPERS for the Mandan Police Department. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

Commissioner Laber commented that the last time this matter was presented she did not feel that it was presented in a way that she could understand. The way the cost and benefits of the plan were presented today was explained in a much clearer fashion for her. She encouraged citizens that if they are curious why the Commission did such an “about face” they should read the report presented today. She requested that it be put on the city website. If there are questions on the retirement plan for law enforcement, citizens can contact any City Commission Member or the Chief of Police.

3. *BMDA – update on activities.* Brian Ritter, President/CEO of the Bismarck-Mandan Development Association (BMDA) presented a summary of the work in progress on the many projects being handled by the BMDA. He explained the projects of the main areas of concentration that affect or include the City of Mandan, summarized as follows:

(i) Entrepreneurial Development is taking an organic and grassroots approach to create synergies. BMDA is working on programs with North DakOTA, South DakOTA and MinnesOTA (aka OTA) to start-up a business in a weekend and other events to help foster entrepreneurial activities.

(ii) Business Retention and Expansion Program: Proactively working to identify the issues addressed in the business community, working closely with Ellen Huber, Business Development Communications Director.

(iii) Business Attractions: To bring new wealth into the community and we need to be very targeted and focused for the greatest chance to success.

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(iv) Job shadowing for students to learn a career, will teach them the benefits of deciding on a career. He noted that not every job position in Mandan-Bismarck requires a 4-year degree. We need to educate the students of the trades that are available out there and we need to work with parents, teachers and educational systems.

Mr. Ritter extended a thank you to the City Commission and the city staff for their support of the BMDA and the projects that are moving forward. Commissioner Rohr commented that attention needs to be given to creating a good work ethic training for employees (students in particular) so they have the opportunity to grow with any given company in which they will learn to become reliable so that they will have longevity with the company. Mr. Ritter replied that BMDA has focused on experiential learning because a lot of experience is gained by exposing students to a number of careers that will motivate and drive them to develop a successful work ethic.

4. *Consider appointment to Mandan Community Beautification Committee – Edgar Oliveira.* City Administrator Neubauer stated there is one at-large position open on the Beautification Committee. There were two positions open last fall and only one was filled. Mr. Edgar Oliveira is from the Harvest Bavarian Grill and Station West and has expressed interest in filling the at-large position. He is a local downtown business owner and will have good ideas to bring forward. The Beautification Committee met with Mr. Oliveira and they have recommended that he be appointed to fill the position to complete the term through December 31, 2018.

Commissioner Laber moved to approve the appointment of Edgar Oliveira to the Beautification Committee to fill the open at-large position to complete the term through December 31, 2018. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *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. 201, Project No. 2015-11 (Meadowlands Addition).* Planning & Engineering Director Froseth stated that these Resolutions are giving them the authority to advertise for a bid for Meadowlands Addition street improvement district in the area of Memorial Highway and 3<sup>rd</sup> Street Southeast. This would include the Resolution to build the street that will become the future 18<sup>th</sup> Avenue from 3<sup>rd</sup> Street North to the west that will connect to Frontier to allow for two ways in and out of the development. The developer is in the process of installing storm sewers as part of the three-way agreement that was before this Board last fall. This project will be for the pavement and the curb & gutter. The engineer's estimate cost of the project is \$477,321 with Engineering and administration costs adding \$167,062 for a total project cost of \$644,384. The project would be special assessed to the benefiting properties with an estimated cost of \$0.42 per square foot. This is a 55-year old and older community and it was approved by Planning and Zoning Committee previously.

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Commissioner Laber moved to approve 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. 201, Project No. 2015-11 (Meadowlands Addition). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

6. *Consider reappointment of Bob Leingang to Planning and Zoning Commission.* Planning & Engineering Director Froseth stated that Mr. Leingang's term on this Committee expired the end of 2015. He has been serving on this Committee for 37 years and has requested reappointment for another 5-year term. A notice was published for this position and there were no other interested parties.

Commissioner Rohr moved to approve the reappointment of Bob Leingang to the Planning and Zoning Commission for another five year term commencing January 1, 2016. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

7. *Consider Engineering Service Agreement with AE2S for Water Treatment Facility High Service Pumps project.* Planning & Engineering Director Froseth presented a request to hire AE2S Engineering firm to provide services for the Water Treatment facility High Service Pump project. He explained that new pumps are needed to meet the near future projected water demands because many of the pumps that are in place are 30 to 40 years old and are due for replacement. Another component to this project is to add to and reconfigure the facilities office and lab space. There are additional parts to this project including an access platform for the residual building, process pipe modifications including instrumentation and control changes. Director Froseth stated that AE2S is familiar with the facility needs to be addressed as they were successful in applying for and obtaining a grant of 60% from the State Water Commission (SWC) for this project. This was one of the SWC projects for which AE2S was selected at the last commission meeting to provide engineering services for projects for the City of Mandan. The Agreement for professional services is based on standard hourly rates and not to exceed \$252,000. For these preconstruction activities the SWC approved 35% in grant monies towards this project with the local share that will be paid for by the City's Utility Fund. Director Froseth recommended approval of the agreement with AE2S for the Water Treatment Facility High Service Pumps project. Commissioner Laber requested that future information presented be broken down into further details so the Commission is aware of what the percentages represent.

Commissioner Braun moved to approve entering into an Engineering Service Agreement with AE2S for Water Treatment Facility High Service Pumps project. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner

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

8. *Consider Mandan Growth Fund Committee recommendations.* Business Development & Communications Director Huber presented the following:

(i) *Application for Retail Incentive by Dakota Promotions & Printing, LLC:*

This is an application for the location at 105 Third Avenue Northwest. The business was started in 2012 as a home based business and recently rented space in the Lewis and Clark Apartment building. The business sells things such as glassware, mugs, pens, calendars, caps, clothing, etc. The owner plans to add equipment such as an embroidery machine and a heat press for printing t-shirts and other items. Installation of an automatic door will be required. The application was for the maximum \$5 per sq. ft. of stipend allowed under the program. The Growth Fund Committee rated the application on the 13 criteria requirements such as to the extent that it filled a retail gap in the community including potential jobs creation, qualifications of owner and management, curb ability, business plan and financial history. It was rated an average of 3.6 on a scale of 1-5 with 5 being the best. This garners the square feet requirement. Director Huber explained how that equates out under the criteria requirements. The Growth Fund Committee recommended approval of the application contingent on the acquisition of the equipment listed associated with the expansion of services, the installation of the automatic door, as well as a commitment for the painting of the storefront. The incentive rate would be \$3.75 per sq. ft. totaling \$4,253 to be paid in 12 installments based on all contingencies outlined being met. The proprietor Jane Halverson was available to answer questions about the application.

Commissioner Braun moved to approve \$4,253 as an incentive for Dakota Promotions and Printing LLC, payable in 12 equal monthly installments provided all recommended contingencies are met. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

(ii) *Restaurant Rewards program proposal:*

The Mandan Growth Fund Committee has met twice at length on this matter exploring how to be more effective in Mandan's restaurant recruitments. Restaurant demand is the top demand by our residents in addition to another grocery store in the former Central Market location as well as a hardware store. Despite the growth of the city over the last few years, the restaurant business is still lacking based on the requests from the community to have more restaurants. The Growth Fund Committee has discussed the use of the Flex PACE program offered by the Bank of North Dakota to help communities meet their needs by leveraging up to \$100,000 in funds by the Bank of ND, to buy down the interest rate for financing of projects that are important to a community. The community would need to provide at least a 35% match requirement for the City of Mandan and that local match can be provided as a loan, as a grant, or a forgivable loan that acts like a grant. In recent years the City has gone to structuring the local match in the form of a forgivable loan that is repayable. However, a grant would be more appealing to a business seeking to locate or expand in the community. Discussions

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occurred on a sales tax rebate possibility that can be appealing from an economic perspective. That would not require any upfront cash and future sales tax may not exist for this incentive. Restaurant and property owners would have to pay property taxes unless it was pre-empted under the new and expanding business program prior to 2013 or as an approved Renaissance Zone project. It would pay the local sales taxes.

The portion of the rebate that is being discussed by the committee is only that 1% of which the home rule charter gives the City of Mandan flexibility for its use of economic development, property tax buy down, infrastructure, and debt reduction. The other taxes would still be paid by the restaurant. The restaurant has to be successful to receive rebates and if it does not perform well there will be little rebate involved. Most important in terms of marketing is that it will be easy to understand. A fast food restaurant that is up to industry standards might generate up to \$1M in annual sales and that would equate to a rebate of \$10,000 per year. The proposal from the Growth Fund Committee is to offer a rebate for 5 years for the first 5 years after the opening of a restaurant. The Committee discussed the full service restaurant vs. limited services and fast food and in the end recognized that all restaurant services are needed in Mandan. Overall, there is a \$23 million gap between the expenditures that originate from residents of Morton County as compared to the supply or the sales that occur within the same geographic region and that is split amongst all three categories. The restaurant owners will select the location they deem suitable for their establishment.

The recommendation is to establish a sales tax rebate application period for one year to end on March 31, 2017, to allow for 1% rebate of local sales tax for five years with the idea that the restaurant would need to apply and be fully approved within that time period. They would have one year after their date of the official City Commission approval to construct, if that were the case, or to make improvements to an existing building and would be open for service. The 2<sup>nd</sup> component of the program or recommendation would be to use the Flex PACE tool more assertively by setting aside \$162,000 in the Mandan Growth Fund Economic Development project category to be used for forgivable loans for interest buy-down, specifically for new and expanding restaurants. The balance in the Growth Fund uncommitted currently is approximately \$347,000. The amount of \$162,000 was one that was discussed in consultation with Finance Director Welch and City Administrator Neubauer as being a level that we could be comfortable with. Director Huber further explained that the local match requirement for a Flex PACE interest buy-down would be maximized so no more than \$53,846 per project. So the City could get at least 3 larger restaurant projects with that level of buy-down and potentially more if there were smaller concepts that came forward. The idea would be that the money would be encumbered on a first-come first-serve basis for qualified applicants. The Growth Fund Chairman Mark Weide was available to answer questions. Director Huber stated that both programs are recommended. There is one restaurant interested in locating in the community that, because of their particular financing situation, the Bank of ND Flex PACE program does not work for their particular arrangement. But a sales tax rebate might be appealing to that restaurant. The Mandan Growth Fund meeting agendas and minutes have been published and there has

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been some interest from the private sector. Discussions have occurred with commercial real estate agents in the area who look favorably upon the program.

Mayor Van Beek pointed out that the City of Mandan has to do something to entice businesses and restaurants to come to the Mandan Community. He said that Mandan has the population that is looking for this type of business for the community. He suggested bringing this discussion back in two weeks and holding a public hearing so the people who want to be heard can come forward and voice their opinions. Director Huber agreed to allow a two-week period so the public can absorb this proposal and provide comments. There have been some conversations with existing restaurants regarding the proposal and it would be good to hear from more. She indicated that the time sensitivity in terms of the Growth Fund Committee working very diligently and holding long meetings on this matter over the last several months, have also included making decisions for the 2016 construction season that we are in right now. Secondly, there is involvement with the annual participation of an International Council of Shopping Centers Trade Show and deal-making exposition coming up the end of May so the time to begin making appointments is now.

Commissioner Braun stated he serves on the Growth Fund Committee and reported that they look at the best interests for the City of Mandan. How do we entice restaurants, grocery stores, and those types of businesses to come to our community? The previous plan was in place and when our state was in the top three of the most prosperous states in the U.S., we did not have restaurant businesses knocking at our door.

Commissioner Laber stated she would be interested in having people come to a public meeting so that an explanation can be provided as to the financing and the risk opportunities of opening a business of that caliber. It would be helpful to have local business owners also speak as to how their businesses are functioning. If it is open to the public it will need to be balanced so that we hear from the side that is taking a risk and also make sure we are hearing all the potential input on this.

Mark Weide, Mandan Growth Fund Chairman, came forward and commented that one thing to touch on would be the Flex PACE program. The full fund is not at risk under the terms of the program if there is a successful business on hand. He provided a brief explanation on how that would affect the City of Mandan in transactions such as this.

Commissioner Braun moved to defer action on this item until the April 5<sup>th</sup> meeting and advertise the Growth Fund recommendations as a public hearing. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

9. *Consider transition of Business Development & Communications Director position from contractual to civil service position.* City Administrator Neubauer stated that the Business Development & Communications Director position was created in 2005- 2006. Ellen Huber was hired on 2/1/06. They think there is great value in the

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position. It has “morphed” from not only from “business development” but into “communications” and originally started out with some assistance provided to the Mandan Progress Organization as they were getting their full-time employees set up to go from a part-time organization to a full-time organization. This position has evolved over the last 10 years taking on many additional functions over that period of time. In comparison to the City of Bismarck’s Classification and Compensation Plan it has this listed as a position at Grade 30 with a salary range of 95% of \$82,323-\$123,484. Administrator Neubauer recommended working with Portfolio Commissioner Braun, Human Resources, Finance Director Welch and himself to create a salary for this position given the incumbent has been employed by the City of Mandan for 10 years.

Commissioner Rohr requested this matter come back before the Commission once the salary recommendation has been created. Commissioner Laber stated she is not clear what Commissioner Rohr is looking for. Commissioner Braun explained that the City of Mandan is trying to align this position with the City of Bismarck and based on what Director Huber has been doing over the last 2 years, the goal is to move her salary to 95%. Commissioner Rohr pointed out that Bismarck has not filled that position so that may not be a good comparison if that position is not actually in place at this time. Commissioner Tibke suggested putting together a range and job description and bring that information back for the Commission to approve the range and the job description since it is being moved from contract to permanent full time and move on. Commissioner Laber commented that this position is important as it is one that drives what people come to Mandan for. This is a key position in our community and it should be made a permanent position in the community.

Commissioner Laber moved to transition the position of Business Development and Communications Director from a contractual employee to that of a Civil Service Position and to create an appropriate job description and pay grade and to bring this matter back for approval to the City Commission. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

K. OTHER BUSINESS:

1. Commissioner Tibke announced that she will not be seeking re-election in June. She stated that she has served as a City Commissioner since 2003 and stated that she is ready to step down. Commissioner Tibke stated she has worked with three mayors and ten different commissioners and learned a lot from each and every one of them. She also has had the honor and privilege to serve with the hard working staff who are the backbone to the commission and the community. Everyone she has worked with has taught her a lot about commitment and perseverance during challenging times and good times. She has said for a long time that mayors and commissioners are replaceable but strong and spirited citizens of Mandan are not. Thank you to the citizens of Mandan for allowing me to serve them for the past thirteen years. Mayor Van Beek and the commissioners thanked Commissioner Tibke for her service and they will miss her.

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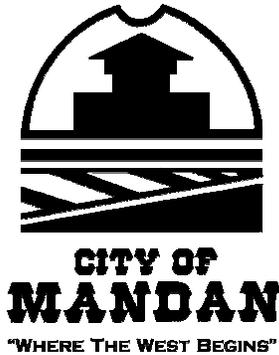
There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 7:30 p.m. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

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James Neubauer,  
City Administrator

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Arlyn Van Beek,  
President, Board of City  
Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** April 1, 2016  
**SUBMITTING DEPARTMENT:** Business Development & Communications Department  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director  
**SUBJECT:** Public hearing about proposed restaurant rewards program

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**STATEMENT/PURPOSE:** To hold a public hearing regarding the City Commission's consideration of a recommendation from the Mandan Growth Fund (MGF) Committee to create a Restaurant Rewards program.

**BACKGROUND/ALTERNATIVES:** The MGF held public meetings about the proposed sales tax rebate and interest buy-down program on Feb. 18, 2016 and March 10, 2016. More information is included in the documentation for Old Business No. 1.

The City Commission voted at its March 15, 2016, meeting to postpone consideration of the recommendation to establish the restaurant rewards program to allow for a public hearing on the topic. The public hearing has been publicized in several ways including:

- Issuance of a news release to local media on March 16, 2016.
  - This news release was also posted to the City website, shared via the City of Mandan and the Made in Mandan Facebook pages, e-mailed to all Mandan businesses for which the Business Development Department has addresses, and shared with many local commercial realtors.
  - Articles were included in the *Mandan News* on March 25 and the *Bismarck Tribune* on March 27.
- A legal notice was posted in the *Mandan News* on March 25, 2016.

**ATTACHMENTS:** Written comments as of March 31, 2016, have been received from 5 people.

FISCAL IMPACT: See documentation for Old Business No. 1.

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown has reviewed all information.

RECOMMENDATIONS: The purpose of the public hearing is to seek further public input. Please see Old Business No. 1 for the recommendation.

SUGGESTED MOTION: Please see Old Business No. 1.

\*\*\*\*\*

3/17/16

Ellen,

Mandan needs additional restaurants to migrate to the next level of community and it is apparent they are not going to magically appear and commence construction without some additional incentives. I'd say at least get the 1<sup>st</sup> player to the table then determine if the plan should be continued from there. I support and approve the plan, let's roll it.

Paul Brucker



Paul Brucker  
President | Railway Credit Union  
701-667-9500 | paulb@railwaycu.com | NMLS#858392

**From:** Ellen Huber [mailto:ehuber@cityofmandan.com]

**Sent:** Thursday, March 17, 2016 2:33 PM

**Subject:** NEWS RELEASE: Mandan Looks at Ramping Up Incentives for New & Expanding Restaurants

FYI – The Mandan City Commission will be welcoming comments on the attached proposal, which is summarized below. Members of the public are welcome to provide comments at the public hearing in person on April 5 at 5:30 p.m. at City Hall, or they may submit in writing to me at [ehuber@cityofmandan.com](mailto:ehuber@cityofmandan.com), or by mail to 205 Second Avenue NW, Mandan, ND 58554.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Public Hearing on Restaurant Rewards Proposal

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**From:** edgarolive@gmail.com [mailto:edgarolive@gmail.com] **On Behalf Of** Edgar Oliveira

**Sent:** Thursday, March 17, 2016 2:11 PM

**To:** Ellen Huber

**Subject:** Re: FW: NEWS RELEASE: Mandan Looks at Ramping Up Incentives for New & Expanding Restaurants

I'm Edgar Oliveira and I'm the owner of Station West Bar & Grill, Harvest Brazilian Grill and the James River Cafe at the ND Heritage Center.

I was a beneficiary of the restaurant incentive, storefront and the Renaissance zone programs for the Harvest Brazilian Grill. I did not take advantage of the programs for Station West nor the James River cafe. The latter or course, being that it is located in Bismarck.

These incentives were of vital importance to the Harvest and indirectly helped the creation of both Station West and the James River Cafe. In addition, because we've been around 4 years, we have already paid back our loan to the city via tax revenues. We have created jobs, brought the city some recognition and remodeled two downtown buildings to boot. Conceptualizing these incentives as an investment, it is clear that Mandan made a good one.

What's interesting about this latest incentive is that it is performance based. Think of it as a low risk investment for the city. No money down, with the possibility of new revenues and a nice break for the operator. Win-win.

There are those who are ideologically opposed to such investments. I do not oppose programs that demonstrably benefit our city. In fact, as a citizen I would urge these various committees to identify the characteristics of businesses that have been successful using these programs. In other words, improve the programs and make them work accurately and efficiently.

**From:** Dave Froelich [mailto:dfroelich@mvpinc.net]  
**Sent:** Thursday, March 17, 2016 4:53 PM  
**To:** Ellen Huber; Jim Neubauer  
**Subject:** RE: NEWS RELEASE: Mandan Looks at Ramping Up Incentives for New & Expanding Restaurants

Ellen and Jim-

While I appreciate the work you have devoted to this I don't agree with the program or program's like this. It smells like the Walmart tax incentive.

If it's viable for someone to operate a restaurant in Mandan then they will invest the money. Mandan doesn't need to provide more handouts.

These types of programs typically entice undercapitalized individuals to invest in a very difficult business to survive in. The worst part is they survive at the expense of the existing businesses/restaurants that have not been able to participate in the handouts given to the newcomers.

It's not the role of government; state, county or city to incentivize new businesses (restaurants) to compete with a business segment (restaurants) that already exists and are serving the community. I don't own a restaurant in Mandan, however, if I did I would be questioning why the city that I chose to make a substantial investment in is now trying to put me out of business by giving money to my competition.

There is something about that concept that is wrong.

Thanks

Dave

Dave Froelich  
President  
Missouri Valley Petroleum  
1722 Mandan Avenue  
PO Box 1117  
Mandan, ND 58554  
Phone - 701.663.5091  
Cell -701-400-9100  
Direct 701-751-5906  
Fax - 701.663.9445



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Randy Rhone  
PO BOX 113  
Mandan, ND 58554

March 21, 2016

Ellen Huber  
City of Mandan  
205 Second Ave NW  
Mandan, ND 58554

Hello Ellen,

From engaging in the restaurant industry my entire life I would like to give you my opinion on Mandan's Restaurant Rewards proposal. The proposed restaurant rewards rebate is an excellent incentive for restaurants to locate or expand in Mandan. A \$23 million trade gap exist between Bismarck and Mandan for a reason. The reason is because of Bismarck's higher population numbers (traffic counts) and the startup cost being relatively the same between Bismarck/Mandan it make more financial sense for restaurants to locate to Bismarck first. So any types of incentives that the City of Mandan can provide to new restaurants will help narrow this trade deficit by minimizing some of the risk of starting a new restaurant.

This incentive will help provide the residents of Mandan the services they need, and also create jobs for the residents of Mandan. These job's created by restaurants are not only their direct employees, but restaurants also use a lot of local food and equipment suppliers, local tradesman for repairs, cleaning services, marketing, and office related services. To any naysayers in this proposal: Mandan is not giving up anything that it currently has (sales tax) the \$23 million trade gap is proof of this.

Sincerely,



Randy Rhone  
Little Caesars, Edible Arrangements, Dickey's BBQ Pit

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Public Hearing on Restaurant Rewards Proposal

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**From:** Wayne Papke [mailto:wpapke@bis.midco.net]

**Sent:** Monday, March 28, 2016 6:53 PM

**To:** Greg Welch

**Cc:** Jim Neubauer; Dwight Cook; James Schmidt; Karen Rohr ; Don Schaible; Arlyn G. Van Beek; Shauna I. Laber; Sandy Tibke; Michael R. Braun; Dennis Rohr

**Subject:** You are going to have to change the wording on the agenda re The sales tax rebate

**Importance:** High

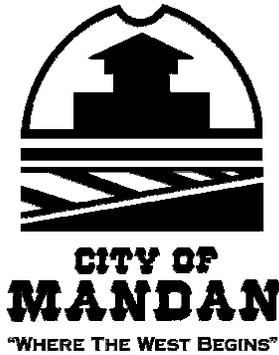
You say under fiscal note that there is NO DIRECT COST. Greg, you and I know that for every dollar rebated under this program that our levy goes up the exact same dollar. Even if you contend it may not be dollar for dollar (it's actually our levy goes up 50 cents for every \$1 given toward this program. Thus, how will you explain to taxpayers that there was NO fiscal impact to this program only to have them later find out their property tax bill went up as a result of your giving this money under this program. There is a true direct fiscal impact to this program. You always use examples so say something like if we give \$50,000 in rebates, the levy will go up approximately \$25,000 – THIS MUST BE DISCLOSED, not like you have it now in your draft for the April 5<sup>th</sup> meeting.

THANK YOU

Wayne Papke

Have a great day !

[wpapke@bis.midco.net](mailto:wpapke@bis.midco.net)



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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**STATEMENT/PURPOSE:** To consider resolution determining insufficiency of protests 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 for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

Following the March 1<sup>st</sup> meeting, the notice of the street improvement district was published in the Mandan News in accordance with NDCC. Additionally, letters were sent to the addresses of all property owners of record. The protest period deadline was Monday, April 4<sup>th</sup>. The City of Mandan has received letters of protest representing six lots for this project worth about 20% of the district area at the conclusion of the protest deadline. The protest letters received represent 15/48.5 or 31% of the cost units within the district. ND Century Code requires that protests must be 50% or more of the district's area to automatically end the project. Since the protests received are well under that 50%, we are recommending to approve the resolution and to move forth with the project for street improvements for this district.

When the resolution of necessity was brought to commission on March 1<sup>st</sup>, I discussed a base bid and an alternate. The base to be construction of paved roads for 31<sup>st</sup> Street, Hillside Road, and Jude Lane south of Hillside Road with the alternate being the construction of a paved road for Jude Lane north of Hillside Road contingent upon water and sewer utility installation ahead of the paving project. It is evident in conversations with property owners along Jude Lane north of Hillside Road that utility will not be going in before this paving project, therefore the proposed alternate will not be part of this project.

Going forward, the intended project schedule is as follows:

- City Commission consideration of plans & specs and advertisement for bids April 19, 2016
- Open Bids May 10, 2016

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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- Award Bid May 17, 2016
- Substantial Completion October 15, 2016

ATTACHMENTS:

1. Protest Letters Received
2. District Map
3. Resolution determining insufficiency of protests.

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 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: Due to lack of protests for the street portion of the project we recommend approving the resolution determining insufficiency of protest for Street Improvement District 206, Project 2016-07(Big Sky Additions).

SUGGESTED MOTION: I move to approve the resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions)

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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Aaron and Heather Hummert  
1901 31<sup>st</sup> Street NW  
Mandan, ND 58554  
(701) 426-8624

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

Re: Street Improvement District 206, Project #2016-07

To whom it may concern:

My wife and I live at 1901 31<sup>st</sup> Street NW, Mandan, ND. The corresponding legal description is Lot 1, Block 1 of Big Sky Estates Corrective; the corresponding parcel number is #650171070. I am writing this in response to the notification we received detailing the scope of the proposed project and the anticipated costs.

**OUR FAMILY IS NOT IN FAVOR OF THIS PROJECT MOVING FORWARD AND WOULD NOT LIKE THE ADDITIONAL ASSESSMENT APPLIED TO OUR PROPERTY.**

The reasons for this are as follows:

1. I am of the belief that the current problems with the road can be adequately fixed by less expensive means.
2. We are very concerned with the statement in the March 4<sup>th</sup> letter stating that, "*the City of Mandan may consider award of bids up to 40% over estimated construction cost.*" Based on prior estimates that the city has provided and the city's bizarre eagerness to push this project forward, I am very concerned that the commission will take this liberty in the event that bids were to exceed the engineer's estimate.
3. I am thoroughly disappointed that the city did not provide an estimate of the anticipated interest rate and did not provide any breakdown of the financing costs which we will have to pay.
4. Looking at the breakdown of how the properties will be assessed in the immediate area, I am very concerned about the burden applied to the commercial properties and the landowners owning multiple lots. I completely understand, in theory, they would have an equal or greater benefit from the proposed project. However, when looking at the actual dollar amounts that will be assessed to these properties, I see this as having the potential to be very detrimental to these individuals, and ultimately, detrimental to the community.
5. Lastly, my wife and I choose to purchase our home knowing good and well that it was accessed by a gravel road. We were, and continue to be satisfied with this condition.

Again, I urge the city commission to **NOT MOVE FORWARD** with Street Improvement District 206, Project No. 2016-07. Please notify Heather and myself that this written protest was received.

Sincerely,

  
Aaron and Heather Hummert

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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3/28/16

My name is Kirby Knudtson and I live at 2005 31st ST NW  
Mandan, 58554 and I oppose the completion of Hillside Road.  
Thank you.

Kirby Knudtson

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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3/29/16

We, BreAnn + Matthew Raymond, residents of Hillside Road, oppose the completion of Hillside Road. We live at 3009 Hillside Road, Mandan, ND 58554. Thank you.

BreAnn + Matthew Raymond

Matthew Raymond

Matthew Raymond

Board of City Commissioners

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Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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March 30, 2016

Board of City Commissioners  
Mandan, ND

Re: Street Improvement District 206 Project No. 2016-07

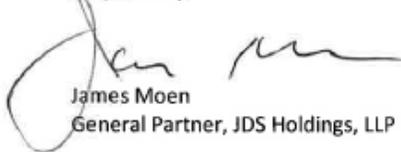
Dear Sirs:

JDS Holdings, LLP owns lots 5 and 6 of the Missouri Valley Addition. These lots are part of the proposed special assessment district for the above mentioned project. We do not believe that these lots should be part of the assessment district. Our properties do not have a recognized access to Jude Lane. When these projects were under construction we obtained a temporary construction easement from the owner of the adjacent property in the Big Sky Estates Addition. The temporary easement expired on 6-30-2015. We constructed a permanent access road in the NE corner of our properties with that access coming off of Sunset Drive. JDS shared the cost of this access road with the owner of lot 7, HM4, LLC. HM4, LLC granted an easement to JDS for access to its properties. The residents of the JDS apartment buildings at 1611 and 1619 31<sup>st</sup> St use the unapproved gravel access point to Jude Lane on a very limited basis. As per the plat map for the project our Missouri Valley Addition lots do not connect with Jude Lane so these lots do not have access to the streets in the project. This being the case, our properties will have no benefit from the proposed street improvement project.

JDS Holdings, LLP and HM4, LLC were required by the City of Mandan to make adjustments to the site plan to get approval from the Fire Marshall as the Fire Marshall would not allow the temporary construction access easement to be used. These adjustments involved allowing for adequate space in the private drives and parking spaces for the fire department equipment to be able to make a loop through the property in order to enter and exit from the private drive off of Sunset Drive.

Due to these facts and the normal traffic patterns of our tenants JDS Holdings, LLP does not believe that our properties should be part of the proposed special assessment district. I can be reached at 701-500-7915 with any questions regarding this.

Respectfully,



James Moen  
General Partner, JDS Holdings, LLP

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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Marty Moen  
HM4, LLC  
Horace, ND 58047  
March 31, 2016

Jim Neubauer  
City Administrator  
City of Mandan  
205 Second Avenue NW  
Mandan, ND 58554

RE: Street Improvement District 206 Project No. 2016-07

Dear Jim Neubauer:

Pursuant to City of Mandan procedure, I am submitting this letter on behalf of HM4, LLC as owners of Lot 7 of the Missouri Valley Addition, Mandan, ND, as a formal written protest opposing construction of Street Improvement District 206 Project No. 2016-07.

We strongly feel that our property would have no benefit from said proposed street improvement project.

Additionally, as ~~the~~ builder of this apartment complex, we made a number of changes to the site plan, including creation of a permanent easement to facilitate emergency services and traffic needs within the properties [Lot 5, Lot 6 and Lot 7].

We also constructed, to city specs, a section of 31<sup>st</sup> Street NW [from Sunset Drive to Lot 7] that would allow access to the property as requested/required by the City of Mandan.

If you have any questions, concerns or would like to discuss this project and how it relates to Missouri Valley Addition Lots 5, 6 or 7, please call me at 701-729-6636.

Sincerely,



Marty Moen  
HM4, LLC

Partner



Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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**RESOLUTION DETERMINING INSUFFICIENCY OF PROTESTS FOR STREET  
IMPROVEMENT DISTRICT NO. 206**

Whereas, the governing body of the City of Mandan, North Dakota (the "City") adopted a Resolution of Necessity Declaring the Necessity of a Special Assessment District for Street Improvement District No. 206, on March 1<sup>st</sup>, 2016 (the "Resolution"); and

Whereas, the Resolution was published in the City's official newspaper on March 4, 2016 and March 11, 2016; and

Whereas, more than thirty days have passed since the March 4, 2016 publication; and

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

1. That written protests filed with the City Administrator, within 30 days after March 4, 2016 publication, did not represent a majority of the property included within Street Improvement District No. 206.
2. That proceedings under the Resolution are NOT barred.

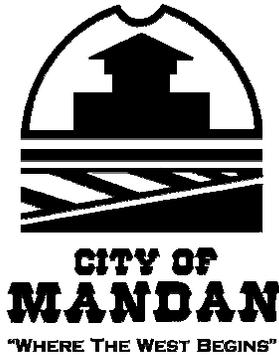
Dated and adopted this 5th day of April, 2016

City of Mandan, North Dakota

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

Attest:

\_\_\_\_\_  
James Neubauer, City Administrator



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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**STATEMENT/PURPOSE:** To consider resolution determining insufficiency of protests 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 for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

Following that meeting the notice of the street improvement district was published in the Mandan News in accordance with NDCC. Additionally, letters were sent to the addresses of all property owners of record. The protest period deadline is April 4. **The City of Mandan has received five letters of protest for this project worth about 20 percent of the district area as of Friday, April 1st.** Assuming a simple 50% majority of the area does not protest by Monday, April 4<sup>th</sup>, we are recommending to move forth with the street improvements for this project.

When the resolution of necessity was brought to commission on March 1<sup>st</sup>, I discussed a base bid and an alternate. The base to be construction of paved roads for 31<sup>st</sup> Street, Hillside Road, and Jude Lane south of Hillside Road with the alternate being the construction of a paved road for Jude Lane north of Hillside Road contingent upon water and sewer utility installation ahead of the paving project. It is evident in conversations with property owners along Jude Lane north of Hillside Road that utility will not be going in before this paving project, therefore the proposed alternate will not be part of this project.

Going forward, the intended project schedule is as follows:

- City Commission consideration of plans & specs and advertisement for bids April 19, 2016
- Open Bids May 10, 2016
- Award Bid May 17, 2016
- Substantial Completion October 15, 2016

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

Page 2 of 8

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ATTACHMENTS:

1. Protest Letters Received as of Friday, April 1<sup>st</sup>.
2. District Map
3. Resolution determining insufficiency of protests.

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 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: Due to lack of protests for the street portion of the project we recommend approving the resolution determining insufficiency of protest for Street Improvement District 206, Project 2016-07(Big Sky Additions).

SUGGESTED MOTION: I move to approve the resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions)

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

Page 3 of 8

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3/28/16

My name is Kirby Knudtson and I live at 2005 31st ST NW  
Mandan, 58554 and I oppose the completion of Hillside Road.  
Thank you.

Kirby Knudtson

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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3/29/16

We, BreAnn + Matthew Raymond, residents of Hillside Road, oppose the completion of Hillside Road. We live at 3009 Hillside Road, Mandan, ND 58554. Thank you.

BreAnn + Matthew Raymond

Matthew Raymond

Matthew Raymond

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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March 30, 2016

Board of City Commissioners  
Mandan, ND

Re: Street Improvement District 206 Project No. 2016-07

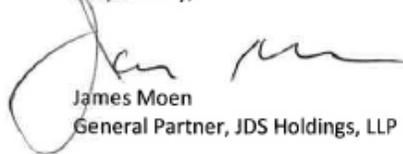
Dear Sirs:

JDS Holdings, LLP owns lots 5 and 6 of the Missouri Valley Addition. These lots are part of the proposed special assessment district for the above mentioned project. We do not believe that these lots should be part of the assessment district. Our properties do not have a recognized access to Jude Lane. When these projects were under construction we obtained a temporary construction easement from the owner of the adjacent property in the Big Sky Estates Addition. The temporary easement expired on 6-30-2015. We constructed a permanent access road in the NE corner of our properties with that access coming off of Sunset Drive. JDS shared the cost of this access road with the owner of lot 7, HM4, LLC. HM4, LLC granted an easement to JDS for access to its properties. The residents of the JDS apartment buildings at 1611 and 1619 31<sup>st</sup> St use the unapproved gravel access point to Jude Lane on a very limited basis. As per the plat map for the project our Missouri Valley Addition lots do not connect with Jude Lane so these lots do not have access to the streets in the project. This being the case, our properties will have no benefit from the proposed street improvement project.

JDS Holdings, LLP and HM4, LLC were required by the City of Mandan to make adjustments to the site plan to get approval from the Fire Marshall as the Fire Marshall would not allow the temporary construction access easement to be used. These adjustments involved allowing for adequate space in the private drives and parking spaces for the fire department equipment to be able to make a loop through the property in order to enter and exit from the private drive off of Sunset Drive.

Due to these facts and the normal traffic patterns of our tenants JDS Holdings, LLP does not believe that our properties should be part of the proposed special assessment district. I can be reached at 701-500-7915 with any questions regarding this.

Respectfully,



James Moen  
General Partner, JDS Holdings, LLP

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

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Marty Moen  
HM4, LLC  
Horace, ND 58047  
March 31, 2016

Jim Neubauer  
City Administrator  
City of Mandan  
205 Second Avenue NW  
Mandan, ND 58554

RE: Street Improvement District 206 Project No. 2016-07

Dear Jim Neubauer:

Pursuant to City of Mandan procedure, I am submitting this letter on behalf of HM4, LLC as owners of Lot 7 of the Missouri Valley Addition, Mandan, ND, as a formal written protest opposing construction of Street Improvement District 206 Project No. 2016-07.

We strongly feel that our property would have no benefit from said proposed street improvement project.

Additionally, as ~~the~~ builder of this apartment complex, we made a number of changes to the site plan, including creation of a permanent easement to facilitate emergency services and traffic needs within the properties [Lot 5, Lot 6 and Lot 7].

We also constructed, to city specs, a section of 31<sup>st</sup> Street NW [from Sunset Drive to Lot 7] that would allow access to the property as requested/required by the City of Mandan.

If you have any questions, concerns or would like to discuss this project and how it relates to Missouri Valley Addition Lots 5, 6 or 7, please call me at 701-729-6636.

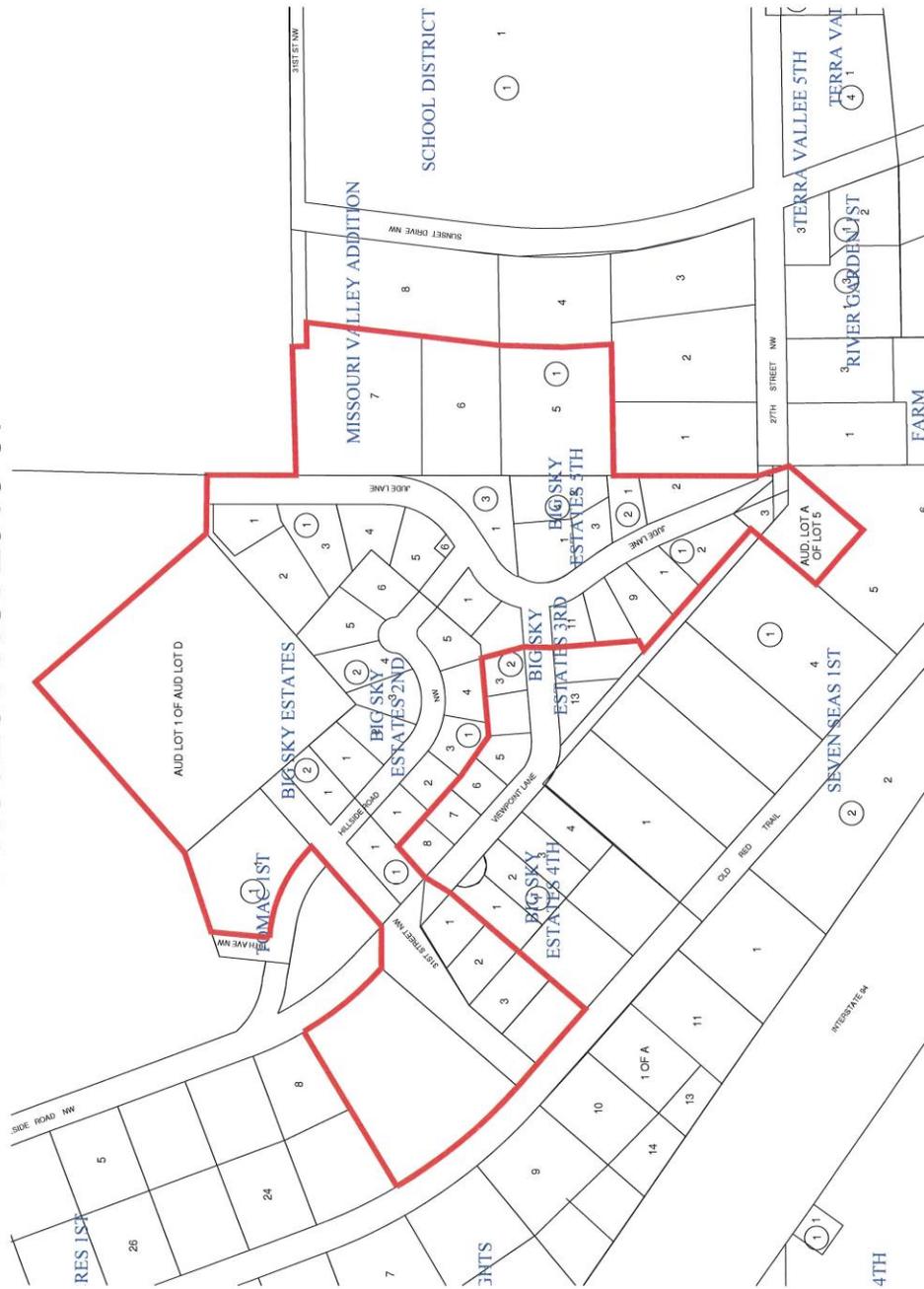
Sincerely,



Marty Moen  
HM4, LLC

Partner

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



Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider Resolution determining insufficiency of protests for Street Improvement District No. 206, Project No. 2016-07 (Big Sky Additions).

Page 8 of 8

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**RESOLUTION DETERMINING INSUFFICIENCY OF PROTESTS FOR STREET  
IMPROVEMENT DISTRICT NO. 206**

Whereas, the governing body of the City of Mandan, North Dakota (the "City") adopted a Resolution of Necessity Declaring the Necessity of a Special Assessment District for Street Improvement District No. 206, on March 1<sup>st</sup>, 2016 (the "Resolution"); and

Whereas, the Resolution was published in the City's official newspaper on March 4, 2016 and March 11, 2016; and

Whereas, more than thirty days have passed since the March 4, 2016 publication; and

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

1. That written protests filed with the City Administrator, within 30 days after March 4, 2016 publication, did not represent a majority of the property included within Street Improvement District No. 206.
2. That proceedings under the Resolution are NOT barred.

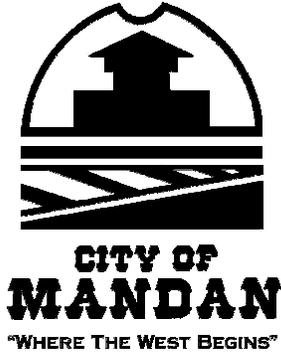
Dated and adopted this 5th day of April, 2016

City of Mandan, North Dakota

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

Attest:

\_\_\_\_\_  
James Neubauer, City Administrator



Revised 4/5/16 Bid No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider the award of bids for Municipal Sidewalk Improvement Project 2016-05 and approving the Resolution approving the contract and contractor's bond.

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**STATEMENT/PURPOSE:** To award a contract for bids received for the 2016 Municipal Sidewalk repairs throughout the City.

**BACKGROUND/ALTERNATIVES:** On March 15 we received 5 bids on the project. The Engineer's Estimate was \$83,297.50. The low bid was received from Fleck & Sons in the amount of \$68,115.00. Following is a list of the bidder's and their bids:

1. Fleck & Sons Concrete \$ 68,115.00
2. Concrete Services LLC \$ 84,257.50
3. Dirk Concrete \$ 86,090.00
4. Four Square Concrete \$ 87,797.50
5. Knife River Corporation \$117,147.60

**ATTACHMENTS:** 1. Bid Tabulation  
2. Resolution Approving Contract and Contractor's Bond

**FISCAL IMPACT:** Costs may be special assessed to benefitting properties.

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** I recommend approving the bid for the 2016-05 Municipal Sidewalk Project that was opened March 15 to Fleck & Sons Concrete for the amount of \$68,115.00.

Board of City Commissioners

Agenda Documentation

Meeting Date: March 17, 2016

Subject: Consider the award of bids for Municipal Sidewalk Improvement Project 2016-05 for 2016.

Page 2 of 4

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SUGGESTED MOTION: I would move to approve awarding the bid for the Municipal Sidewalk Improvement Project 2016-05 to Fleck & Sons Concrete for the amount of \$68,115.00 and approve the Resolution approving contract and contractor's bond.

**BID TAB - MARCH 150, 2016  
MUNICIPAL SIDEWALK IMPROVEMENT  
PROJECT NO. 2016-05**

DESCRIPTION	APPROX QUANTITY	UNIT	PRICE	ENGINEERS ESTIMATE	Fleck and Sons Concrete		Concrete Servoces LLC		Dirk Concrete		Four Square Concrete		Knife River Corporation	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
4" CONCRETE SIDEWALK	2750	SF	\$5.25	\$14,437.50	\$4.65	\$12,787.50	\$5.20	\$14,300.00	\$5.50	\$15,125.00	\$5.25	\$14,437.50	\$7.55	\$20,762.50
6" CONCRETE SIDEWALK	1100	SF	\$6.00	\$6,600.00	\$5.85	\$6,435.00	\$6.50	\$7,150.00	\$6.25	\$6,875.00	\$6.00	\$6,600.00	\$8.50	\$9,350.00
6" CONCRETE DRIVEWAY	1200	SF	\$6.00	\$7,200.00	\$5.85	\$7,020.00	\$6.50	\$7,800.00	\$6.25	\$7,500.00	\$6.00	\$7,200.00	\$11.20	\$13,440.00
6" CURB AND GUTTER	200	LF	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00	\$20.00	\$4,000.00	\$38.00	\$7,600.00
4" HANDICAP CURB RAMPS	40	SF	\$12.00	\$480.00	\$10.00	\$400.00	\$20.00	\$800.00	\$20.00	\$800.00	\$12.00	\$480.00	\$56.00	\$2,240.00
4" CONCRETE STEPS	40	SF	\$40.00	\$1,600.00	\$10.00	\$400.00	\$40.00	\$1,600.00	\$40.00	\$1,600.00	\$40.00	\$1,600.00	\$67.50	\$2,700.00
3/4" FELT EXPANSION MATERIAL	300	LF	\$1.00	\$300.00	\$1.00	\$300.00	\$1.00	\$300.00	\$1.35	\$405.00	\$1.00	\$300.00	\$2.10	\$630.00
UNCLASSIFIED EXCAVATION	200	CY	\$15.00	\$3,000.00	\$7.25	\$1,450.00	\$10.00	\$2,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$54.30	\$10,860.00
CONCRETE REMOVAL	6600	SF	\$2.00	\$13,200.00	\$1.25	\$8,250.00	\$1.50	\$9,900.00	\$2.25	\$14,850.00	\$2.00	\$13,200.00	\$1.00	\$6,600.00
SAW CUTTING	1640	LF	\$10.00	\$16,400.00	\$6.00	\$9,840.00	\$8.50	\$13,940.00	\$8.00	\$13,120.00	\$10.00	\$16,400.00	\$6.20	\$10,168.00
ADJUST WATER CURB STOP	2	EA	\$45.00	\$90.00	\$25.00	\$50.00	\$40.00	\$80.00	\$45.00	\$90.00	\$45.00	\$90.00	\$13.80	\$27.60
ADJUST WATER VALVE BOX	2	EA	\$45.00	\$90.00	\$25.00	\$50.00	\$40.00	\$80.00	\$45.00	\$90.00	\$45.00	\$90.00	\$13.80	\$27.60
BLACK DIRT AND SEED	20	SY	\$12.00	\$240.00	\$4.00	\$80.00	\$20.00	\$400.00	\$20.00	\$400.00	\$12.00	\$240.00	\$54.00	\$1,080.00
SOD	5	SY	\$15.00	\$75.00	\$8.00	\$40.00	\$30.00	\$150.00	\$25.00	\$125.00	\$15.00	\$75.00	\$285.50	\$1,427.50
TREE ROOT REMOV.(2" TO 6")	2	EA	\$50.00	\$100.00	\$20.00	\$40.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$115.70	\$231.40
TREE ROOT REMOV. (OVER 6" TO 12")	2	EA	\$75.00	\$150.00	\$25.00	\$50.00	\$70.00	\$140.00	\$75.00	\$150.00	\$75.00	\$150.00	\$154.00	\$308.00
TREE ROOT REMOVAL (OVER 12")	2	EA	\$100.00	\$200.00	\$30.00	\$60.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00	\$270.00	\$540.00
CWP- CURB & GUTTER	30	LF	\$0.75	\$22.50	\$0.25	\$7.50	\$0.50	\$15.00	\$0.75	\$22.50	\$0.75	\$22.50	\$24.50	\$735.00
CWP- CONCRETE PAVEMENT	300	SF	\$0.50	\$150.00	\$0.10	\$30.00	\$0.30	\$90.00	\$0.50	\$150.00	\$0.50	\$150.00	\$6.80	\$2,040.00
8" CONCRETE	1550	SF	\$6.75	\$10,462.50	\$6.50	\$10,075.00	\$6.75	\$10,462.50	\$7.25	\$11,237.50	\$6.75	\$10,462.50	\$12.20	\$18,910.00
REMOVE & REPLACE 8" CURB & GUTTER	150	LF	\$30.00	\$4,500.00	\$45.00	\$6,750.00	\$65.00	\$9,750.00	\$35.00	\$5,250.00	\$60.00	\$9,000.00	\$49.80	\$7,470.00
<b>TOTAL BID</b>				<b>\$83,297.50</b>		<b>\$68,115.00</b>		<b>\$84,257.50</b>		<b>\$86,090.00</b>		<b>\$87,797.50</b>		<b>\$117,147.60</b>

**I HEREBY CERTIFY FLECK & SONS CONCRETE TO BE THE APPARENT LOW BIDDER.**

\_\_\_\_\_  
**KIM FETTIG**  
**PROJECT MANAGER**

**RESOLUTION**  
**APPROVING CONTRACT AND CONTRACTOR'S BOND FOR**  
**SIDEWALK IMPROVEMENT PROJECT 2016-05**

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

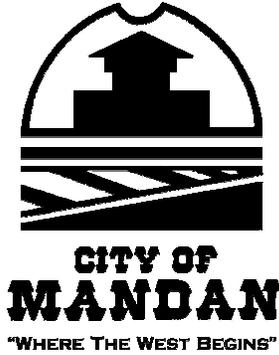
1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Sidewalk Improvement Project 2016-05 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefor 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 Fleck & Sons Concrete whose bid provides for the construction of said improvement at a total estimated base price of \$68,115.00.
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 5<sup>th</sup> day of April, 2016

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

Attest:

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



Bid No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider the award of bids for Municipal Sidewalk Improvement Project 2016-05 and approving the Resolution approving the contract and contractor's bond.

---

**STATEMENT/PURPOSE:** To award a contract for bids received for the 2016 Municipal Sidewalk repairs throughout the City.

**BACKGROUND/ALTERNATIVES:** On March 15 we received 5 bids on the project. The Engineer's Estimate was \$83,297.50. The low bid was received from Fleck & Sons in the amount of \$68,115.00. Following is a list of the bidder's and their bids:

1. Fleck & Sons Concrete \$ 68,115.00
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4. Four Square Concrete \$ 87,797.50
5. Knife River Corporation \$117,147.60

**ATTACHMENTS:** 1. Bid Tabulation  
2. Resolution Approving Contract and Contractor's Bond

**FISCAL IMPACT:** N/A

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** I recommend approving the bid for the 2016-05 Municipal Sidewalk Project that was opened March 15 to Fleck & Sons Concrete for the amount of \$68,115.00.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 6, 2016

Subject: Consider the award of bids for Municipal Sidewalk Improvement Project 2016-05 for 2016.

Page 2 of 4

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SUGGESTED MOTION: I would move to approve awarding the bid for the Municipal Sidewalk Improvement Project 2016-05 to Fleck & Sons Concrete for the amount of \$68,115.00 and approve the Resolution approving contract and contractor's bond.

**BID TAB - MARCH 150, 2016  
MUNICIPAL SIDEWALK IMPROVEMENT  
PROJECT NO. 2016-05**

DESCRIPTION	APPROX QUANTITY	UNIT	PRICE	ENGINEERS ESTIMATE	Fleck and Sons Concrete		Concrete Servoces LLC		Dirk Concrete		Four Square Concrete		Knife River Corporation	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
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ADJUST WATER CURB STOP	2	EA	\$45.00	\$90.00	\$25.00	\$50.00	\$40.00	\$80.00	\$45.00	\$90.00	\$45.00	\$90.00	\$13.80	\$27.60
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TREE ROOT REMOV.(2" TO 6")	2	EA	\$50.00	\$100.00	\$20.00	\$40.00	\$50.00	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00	\$115.70	\$231.40
TREE ROOT REMOV. (OVER 6" TO 12")	2	EA	\$75.00	\$150.00	\$25.00	\$50.00	\$70.00	\$140.00	\$75.00	\$150.00	\$75.00	\$150.00	\$154.00	\$308.00
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CWP- CURB & GUTTER	30	LF	\$0.75	\$22.50	\$0.25	\$7.50	\$0.50	\$15.00	\$0.75	\$22.50	\$0.75	\$22.50	\$24.50	\$735.00
CWP- CONCRETE PAVEMENT	300	SF	\$0.50	\$150.00	\$0.10	\$30.00	\$0.30	\$90.00	\$0.50	\$150.00	\$0.50	\$150.00	\$6.80	\$2,040.00
8" CONCRETE	1550	SF	\$6.75	\$10,462.50	\$6.50	\$10,075.00	\$6.75	\$10,462.50	\$7.25	\$11,237.50	\$6.75	\$10,462.50	\$12.20	\$18,910.00
REMOVE & REPLACE 8" CURB & GUTTER	150	LF	\$30.00	\$4,500.00	\$45.00	\$6,750.00	\$65.00	\$9,750.00	\$35.00	\$5,250.00	\$60.00	\$9,000.00	\$49.80	\$7,470.00
<b>TOTAL BID</b>				\$83,297.50		\$68,115.00		\$84,257.50		\$86,090.00		\$87,797.50		\$117,147.60

**I HEREBY CERTIFY FLECK & SONS CONCRETE TO BE THE APPARENT LOW BIDDER.**

\_\_\_\_\_  
**KIM FETTIG**  
**PROJECT MANAGER**

**RESOLUTION**  
**APPROVING CONTRACT AND CONTRACTOR'S BOND FOR**  
**SIDEWALK IMPROVEMENT PROJECT 2016-05**

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

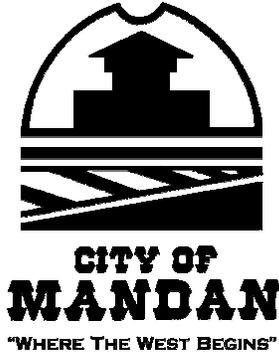
1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Sidewalk Improvement Project 2016-05 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefor 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 Fleck & Sons Concrete whose bid provides for the construction of said improvement at a total estimated base price of \$68,115.00.
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 5<sup>th</sup> day of April, 2016

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

Attest:

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



Bids No. 2

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 28, 2016  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Jeff Wright, Public Works Director  
**PRESENTER:** Jeff Wright, Public Works Director  
**SUBJECT:** Consider for approval the award of the Lawn And Weed Spraying contract to All Pest Control.

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**STATEMENT/PURPOSE:** To consider the award of bid for the lawn and weed spraying to All Pest Control.

**BACKGROUND/ALTERNATIVES:** On March 23, 2016 bids were opened for the lawn and weed spraying contract. Two bids were received, MJM and All Pest Control, MJM bid did not include the bidders bond and was considered an unresponsive bid. All Pest Control has some mathematical errors and were corrected and approved by the owner.

The contract includes noxious weed spraying, weed and feed on city owned parcels, non-noxious weed spraying and total kill applications.

We advertised in the paper, on the web site and Nancy contacted over 10 companies within the area.

**ATTACHMENTS:** Bid Tab

**FISCAL IMPACT:** Weed spraying will stay within the 2016 budget.

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** Attorney Brown has reviewed my documentation.

**RECOMMENDATION:** Recommend to award the Lawn and Weed Spraying contract to All Pest Control as bid.

**SUGGESTED MOTION:** Move to award the Lawn and Weed Spraying contract to All Pest Control as bid.

Board of City Commissioners

Agenda Documentation

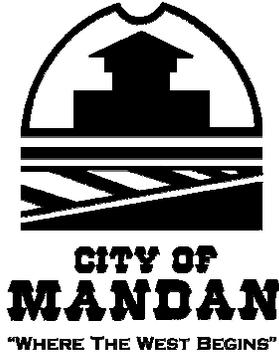
Meeting Date: April 5, 2016

Subject: Consider for approval the award of the Lawn and Weed Spraying contract to All Pest Control as bid.

Page 2 of 2

Bid Tab - March 23, 2016  
Lawn and Weed Spraying

Description	All Pest Control				
	Per Sq. Ft.	Per Acre	Sq. Ft.	Estimated Quantity Acre	Total Bid
Spraying of leafy spurge	\$ 0.0045	\$ 196.00	20000	5	\$ 980.00
Spraying of noxious weeds, other than leafy spurge	\$ 0.0042	\$ 183.00	120000	15	\$ 2,745.00
Providing the spray application of a "Weed and Feed" mixture	\$ 0.0042	\$ 183.00	20000	50	\$ 9,150.00
Providing the spraying of vegetation for total vegetation kill	\$ 0.0045		20000	0	\$ -
<b>TOTAL</b>					<b>\$ 13,643.00</b>



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** April 1, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Consider the bid for Street Improvement District 205 Project # 2015-06. (Old Red Trail).

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STATEMENT/PURPOSE: To consider bid for Street Improvement District No. 205, Project No. 2015-06 (Old Red Trail).

BACKGROUND/ALTERNATIVES: On February 2, 2016 the Mandan City Commission approved the creation of Street Improvement District No. 205 and approved the resolution approving Engineer's Report, plans and specs and the Resolution of Necessity. On March 15 the Mandan City Commission approved the Resolution of Insufficiency of Protest.

Since the project is receiving federal funds it was bid through the NDDOT bid opening system using their process. On March 18, 2016 the bids were opened. Veit and Company, Inc. of Rogers, MN was the low bidder at \$3,761,743.90. This bid is 22% lower than the engineers estimate.

Going forward, the intended project schedule is as follows:

- Award project to low bidder, Veit and Company, Inc contingent upon DOT's concurrence with the award.
- Substantial completion of project October 15, 2016.

ATTACHMENTS: 1. Resolution to concur award  
2. NDDOT letter with Contract Detail Estimate and Abstract of Bids

FISCAL IMPACT: Since the bids came in much under estimate the local share will be reduced appropriately and be less than previous estimates given. 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 watermain replacement portion.

STAFF IMPACT: Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider the bid for Street Improvement District 205 Project # 2015-05 (Old Red Trail).

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

RECOMMENDATION: This office supports approving awarding the bid.

SUGGESTED MOTION: I move to approve the bid for Street Improvement District 205 Project # 2015-05 (Old Red Trail) and approve the Resolution of Concurrence contingent on approval of the NDDOT to award the project.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider the bid for Street Improvement District 205 Project # 2015-05 (Old Red Trail).

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RESOLUTION OF CONCURRENCE TO AWARD PROJECT SU-1-988(040)051, PCN  
20854 – OLD RED TRAIL FROM 40<sup>TH</sup> AVE NW TO 37<sup>TH</sup> ST NW TO THE LOW  
BIDDER

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, that the governing body of the City of Mandan, concurs with the North Dakota Department of Transportation in recommending the award of the above referenced project to the low bidder.

This resolution shall become effective upon the date of its adoption.

Dated and adopted this 5th day of April, 2016.

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Arlyn Van Beek, President of the Board of City Commissioners

Attest: \_\_\_\_\_  
Jim Neubauer, City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Consider the bid for Street Improvement District 205 Project # 2015-05 (Old Red Trail).

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## North Dakota Department of Transportation

Grant Levi, P.E.  
*Director*

Jack Dalrymple  
*Governor*

March 21, 2016

Mr. James Neubauer  
City Administrator  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554

PROJECT: SU-1-988(040)051, PCN 20854 – MANDAN OLD RED TRAIL FROM 47<sup>TH</sup> AVE NW TO 37<sup>TH</sup> ST NW

Bids for the construction on the above noted project were taken at our bid opening of March 18, 2016. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Aggregate Base Course, PCC Pavement, Hot Mix Asphalt, Curb & Gutter, Storm Sewer, Watermain, Lighting, Signing, Marking, & Incidentals was submitted by Veit & Company, Inc. of Rogers, MN in the amount of \$3,761,743.90. According to the agreement with the City of Mandan, the City's share is estimated to be \$1,077,142.29. Federal Funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$3,200,000. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you whether this project may be awarded.

Questions should be addressed to the Construction Services Division at (701)328-2566.

A handwritten signature in black ink, appearing to read "Cal J. Gendreau".

CAL J. GENDREAU, P.E. - CONSTRUCTION SERVICES ENGINEER

80/cjg/lp  
Enclosure

3/18/2016

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

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North Dakota **FEDERAL AID**

Project Number: **SU-1-988(040)051**

PCN: **20854**

Bid Opening Date: **3/18/2016**

Job Number: **12**

English/Metric: **ENGLISH**

Contract with **VEIT & COMPANY INC ROGERS, MN**

Signed Date:

County(s): **MORTON**

Location: **MANDAN OLD RED TRAIL FROM 47TH AVE NW TO 37TH ST NW**

3/18/2016

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
 CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

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North Dakota **FEDERAL AID**

Bid Opening Date: 3/18/2016

Project Number: SU-1-988(040)051

PCN: 20854

Job Number: 12

English/Metric: ENGLISH

Roadway: URBAN

47TH AVE NW TO 37TH ST NW

Type: GRADING, AGGREGATE BASE COURSE, PCC PAVEMENT, HOT MIX ASPHALT, CURB & GUTTER,  
 STORM SEWER, WATERMAIN, LIGHTING, SIGNING, MARKING AND INCIDENTALS

Participating: Y

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	1.000	L SUM	\$24,938.00	\$24,938.00
201 0330	CLEARING & GRUBBING	1.000	L SUM	\$3,151.60	\$3,151.60
202 0102	REMOVAL OF BOX CULVERT	1.000	EA	\$3,616.30	\$3,616.30
202 0112	REMOVAL OF CONCRETE	445.000	SY	\$7.20	\$3,204.00
202 0127	REMOVE & SALVAGE CULVERT-ALL TYPES & SIZES	227.000	LF	\$6.50	\$1,475.50
202 0130	REMOVAL OF CURB & GUTTER	650.000	LF	\$7.10	\$4,615.00
202 0135	REMOVAL OF BITUMINOUS SURFACING	6,141.000	TON	\$11.70	\$71,849.70
202 0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	735.000	LF	\$10.70	\$7,864.50
203 0101	COMMON EXCAVATION-TYPE A	19,752.000	CY	\$4.60	\$90,859.20
203 0109	TOPSOIL	3,208.000	CY	\$2.70	\$8,661.60
203 0119	TOPSOIL-IMPORTED	500.000	CY	\$35.80	\$17,900.00
216 0100	WATER	661.000	M GAL	\$34.10	\$22,540.10
251 0300	SEEDING CLASS III	3.970	ACRE	\$542.40	\$2,153.33
251 2000	TEMPORARY COVER CROP	0.100	ACRE	\$2,825.00	\$282.50
253 0201	HYDRAULIC MULCH	4.070	ACRE	\$4,011.50	\$16,326.81
255 0103	ECB TYPE 3	104.000	SY	\$4.00	\$416.00
256 0100	RIPRAP GRADE I	18.000	CY	\$97.10	\$1,747.80
256 0200	RIPRAP GRADE II	81.000	CY	\$97.10	\$7,865.10
261 0112	FIBER ROLLS 12IN	240.000	LF	\$3.30	\$792.00
261 0113	REMOVE FIBER ROLLS 12IN	120.000	LF	\$0.70	\$84.00
302 0050	TRAFFIC SERVICE AGGREGATE	3,000.000	TON	\$4.20	\$12,600.00
302 0120	AGGREGATE BASE COURSE CL 5	17,654.000	TON	\$23.20	\$409,572.80
302 9002	SUBCUT GRAVEL	500.000	TON	\$50.40	\$25,200.00
420 0111	CRS2P EMULSIFIED ASPHALT	1,512.000	GAL	\$3.60	\$5,443.20
420 0130	COVER COAT MATERIAL CL 43	3,781.000	SY	\$1.10	\$4,159.10
430 0500	COMMERCIAL GRADE HOT MIX ASPHALT	1,682.000	TON	\$130.00	\$218,660.00
550 0302	8.5IN NON-REINF CONCRETE PVMT CL AE-DOWELED	18,296.000	SY	\$55.90	\$1,022,746.40
702 0100	MOBILIZATION	1.000	L SUM	\$344,553.17	\$344,553.17
704 0100	FLAGGING	1,000.000	MHR	\$88.00	\$88,000.00
704 1000	TRAFFIC CONTROL SIGNS	2,092.000	UNIT	\$3.40	\$7,112.80
704 1051	TYPE II BARRICADE	7.000	EA	\$56.50	\$395.50
704 1052	TYPE III BARRICADE	35.000	EA	\$113.00	\$3,955.00
704 1060	DELINEATOR DRUMS	21.000	EA	\$33.90	\$711.90
704 1067	TUBULAR MARKERS	90.000	EA	\$5.70	\$513.00
704 1080	STACKABLE VERTICAL PANELS	98.000	EA	\$33.90	\$3,322.20
704 1500	OBLITERATION OF PAVEMENT MARKING	759.000	SF	\$1.80	\$1,366.20
708 1531	INLET PROTECTION-FIBER ROLL 12IN	5.000	EA	\$120.80	\$604.00
708 1533	REMOVAL INLET PROTECTION-FIBER ROLL 12IN	5.000	EA	\$22.70	\$113.50
708 1540	INLET PROTECTION-SPECIAL	39.000	EA	\$186.20	\$7,261.80
708 1541	REMOVE INLET PROTECTION-SPECIAL	39.000	EA	\$29.00	\$1,131.00
709 0151	GEOSYNTHETIC MATERIAL TYPE R1	25,684.000	SY	\$1.50	\$38,526.00
709 0155	GEOSYNTHETIC MATERIAL TYPE RR	87.000	SY	\$1.50	\$130.50
714 0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	287.000	LF	\$43.70	\$12,541.90
714 0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	1,007.000	LF	\$48.60	\$48,940.20

3/18/2016

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

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North Dakota **FEDERAL AID**

Bid Opening Date: 3/18/2016

Project Number: SU-1-988(040)051

PCN: 20854

Job Number: 12

English/Metric: ENGLISH

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	160.000	LF	\$58.10	\$9,296.00
714	0710	PIPE CONC REINF 27IN CL III-STORM DRAIN	456.000	LF	\$73.60	\$33,561.60
714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	395.000	LF	\$74.90	\$29,585.50
714	2166	PIPE CONC REINF ARCH 65IN X 40IN CL III S DR	99.000	LF	\$232.00	\$22,968.00
714	3035	END SECT-CONC REINF 36IN	1.000	EA	\$2,608.90	\$2,608.90
714	3110	END SECT-CONC REINF ARCH 65IN X 40IN	2.000	EA	\$2,863.60	\$5,727.20
714	6581	PIPE POLYETHYLENE CORR PERF 6IN DRAIN	327.000	LF	\$17.70	\$5,787.90
714	9705	UNDERDRAIN CLEANOUT RISER	3.000	EA	\$388.70	\$1,166.10
722	0100	MANHOLE 48IN	5.000	EA	\$1,850.30	\$9,251.50
722	0110	MANHOLE 60IN	7.000	EA	\$2,496.20	\$17,473.40
722	0120	MANHOLE 72IN	1.000	EA	\$3,263.00	\$3,263.00
722	0140	MANHOLE 96IN	1.000	EA	\$5,991.30	\$5,991.30
722	1100	MANHOLE RISER 48IN	27.900	LF	\$156.20	\$4,357.98
722	1110	MANHOLE RISER 60IN	35.000	LF	\$311.40	\$10,899.00
722	1120	MANHOLE RISER 72IN	4.100	LF	\$454.30	\$1,862.63
722	1140	MANHOLE RISER 96IN	5.800	LF	\$804.10	\$4,663.78
722	3410	MANHOLE REPAIR	6.000	EA	\$1,056.00	\$6,336.00
722	3510	INLET-TYPE 2	4.000	EA	\$2,094.20	\$8,376.80
722	3520	INLET-TYPE 2 DOUBLE	16.000	EA	\$3,552.60	\$56,841.60
722	3701	INLET SPECIAL-TYPE 2 48IN	4.000	EA	\$2,094.20	\$8,376.80
722	3790	INLET SPECIAL CATCH BASIN 9IN BEEHIVE 60IN	1.000	EA	\$4,000.30	\$4,000.30
722	3900	INLET SLOTTED DRAIN 12IN	30.000	LF	\$176.60	\$5,298.00
722	3910	INLET SLOTTED DRAIN 15IN	20.000	LF	\$189.00	\$3,780.00
722	6200	ADJUST MANHOLE	1.000	EA	\$248.60	\$248.60
748	0140	CURB & GUTTER-TYPE I	8,854.000	LF	\$19.40	\$171,767.60
748	1030	VALLEY GUTTER 72IN	47.000	SY	\$102.90	\$4,836.30
750	0115	SIDEWALK CONCRETE 4IN	261.000	SY	\$80.30	\$20,958.30
750	1000	DRIVEWAY CONCRETE	306.000	SY	\$57.70	\$17,656.20
750	2115	DETECTABLE WARNING PANELS	240.000	SF	\$21.50	\$5,160.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	196.000	SF	\$19.30	\$3,782.80
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	158.000	SF	\$21.20	\$3,349.60
754	0150	DELINEATORS-TYPE A	14.000	EA	\$53.10	\$743.40
754	0193	FLEXIBLE DELINEATORS-TYPE D	6.000	EA	\$81.40	\$488.40
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	395.000	LF	\$20.10	\$7,939.50
754	0592	RESET SIGN PANEL	3.000	EA	\$17.00	\$51.00
754	0805	OBJECT MARKERS - CULVERTS	3.000	EA	\$49.70	\$149.10
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	626.000	SF	\$26.40	\$16,526.40
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	18,303.000	LF	\$3.70	\$67,721.10
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	262.000	LF	\$8.80	\$2,305.60
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	2,108.000	LF	\$7.80	\$16,442.40
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	127.000	LF	\$30.10	\$3,822.70
766	0120	RESET MAILBOX	3.000	EA	\$237.30	\$711.90
770	0020	CONCRETE FOUNDATION-HIGHWAY LIGHTING	30.000	EA	\$1,017.00	\$30,510.00
770	0060	CONCRETE FOUNDATION-FEED POINT-TYPE B	1.000	EA	\$1,017.00	\$1,017.00
770	0100	PULL BOX	1.000	EA	\$1,017.00	\$1,017.00
770	0330	2IN DIAMETER RIGID CONDUIT	4,450.000	LF	\$5.10	\$22,695.00
770	0504	UNDERGROUND CONDUCTOR NO4-TYPE RHW	9,428.000	LF	\$1.30	\$12,256.40

3/18/2016

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
 CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

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North Dakota **FEDERAL AID**

Bid Opening Date: **3/18/2016**

Project Number: **SU-1-988(040)051**

PCN: **20854**

Job Number: **12**

English/Metric: **ENGLISH**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
770 0605	UNDERGROUND CONDUCTOR NO6-TYPE THW	4,714.000	LF	\$1.00	\$4,714.00
770 0735	FEED POINT-TYPE II-PAD MOUNTED	1.000	EA	\$4,327.90	\$4,327.90
770 1676	LT STD 6FT MA 40FT MT HT BREAKAWAY	30.000	EA	\$1,870.20	\$56,106.00
770 4220	LED LUMINAIRE - 150 WATT	30.000	EA	\$819.30	\$24,579.00
770 4560	REMOVE LIGHT STANDARD	23.000	EA	\$412.20	\$9,480.60
772 2935	REVISE FLASHING BEACON SYSTEM	1.000	EA	\$7,232.00	\$7,232.00
970 2032	AUTUMN SPLENDOR BUCKEYE	8.000	EA	\$339.00	\$2,712.00
970 2202	SPRING SNOW CRABAPPLE	12.000	EA	\$423.80	\$5,085.60
970 2203	GLADIATOR CRABAPPLE	19.000	EA	\$423.80	\$8,052.20
970 2290	MAYDAY	23.000	EA	\$361.60	\$8,316.80
970 2330	BUR OAK	6.000	EA	\$452.00	\$2,712.00
970 2405	JAPANESE TREE LILAC	27.000	EA	\$384.20	\$10,373.40
970 2470	DISCOVERY ELM	8.000	EA	\$491.60	\$3,932.80
Subtotal					<b>\$3,369,157.10</b>
Eng and Contg					<b>\$336,915.71</b>
Total					<b>\$3,706,072.81</b>

Length **1.8490 Miles**

Estimated Cost		<u>Construction</u>
		<b>\$3,706,072.81</b>
<b>SU FEDERAL FUNDS</b>	<b>80.93%</b>	<b>\$2,999,324.73</b>
<b>CITY FUNDS</b>	<b>19.07%</b>	<b>\$706,748.08</b>

3/18/2016

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
 CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

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North Dakota **FEDERAL AID**

Bid Opening Date: **3/18/2016**

Project Number: **SU-1-988(040)051**

PCN: **20854**

Job Number: **12**

English/Metric: **ENGLISH**

Roadway: **URBAN**

**47TH AVE NW TO 37TH ST NW**

Type: **DRAINAGE**

Participating: **Y**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
714 0115	PIPE CONC REINF 12IN CL III-STORM DRAIN	22.000	LF	\$39.20	\$862.40
714 0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	60.000	LF	\$43.70	\$2,622.00
714 0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	365.000	LF	\$48.60	\$17,739.00
714 0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	131.000	LF	\$58.10	\$7,611.10
714 0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	821.000	LF	\$98.30	\$80,704.30
Subtotal					<b>\$109,538.80</b>
Eng and Contg					<b>\$10,953.88</b>
Total					<b>\$120,492.68</b>

Length      **1.8490 Miles**                      **MORTON**                      **1.8490 Miles**

Estimated Cost		<u>Construction</u>
		<b>\$120,492.68</b>
<b>SU FEDERAL FUNDS</b>	<b>51.00%</b>	<b>\$61,451.27</b>
<b>CITY FUNDS</b>	<b>49.00%</b>	<b>\$59,041.41</b>

3/18/2016

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
 CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

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North Dakota **FEDERAL AID**

Bid Opening Date: **3/18/2016**

Project Number: **SU-1-988(040)051**

PCN: **20854**

Job Number: **12**

English/Metric: **ENGLISH**

Roadway: **URBAN**

**47TH AVE NW TO 37TH ST NW**

Type: **WATERMAIN**

Participating: **N**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
202 0312	REMOVE EXISTING FENCE	409.000	LF	\$2.00	\$818.00
302 9002	SUBCUT GRAVEL	500.000	TON	\$50.40	\$25,200.00
722 6695	AIR RELIEF VALVE & MANHOLE	1.000	EA	\$5,670.70	\$5,670.70
724 0210	FITTINGS-DUCTILE IRON	2,598.000	LBS	\$8.20	\$21,303.60
724 0300	GATE VALVE & BOX 6IN	5.000	EA	\$1,739.50	\$8,697.50
724 0310	GATE VALVE & BOX 8IN	6.000	EA	\$2,232.50	\$13,395.00
724 0314	GATE VALVE & BOX 12IN	11.000	EA	\$3,839.00	\$42,229.00
724 0400	HYDRANT-INSTALL 6IN	5.000	EA	\$5,355.70	\$26,778.50
724 0800	WATERMAIN 6IN	39.000	LF	\$34.70	\$1,353.30
724 0820	WATERMAIN 8IN	376.000	LF	\$32.50	\$12,220.00
724 0855	12IN WATERMAIN	3,562.000	LF	\$35.20	\$125,382.40
Subtotal					<b>\$283,048.00</b>
Eng and Contg					<b>\$28,304.80</b>
Total					<b>\$311,352.80</b>

Length **1.8490 Miles** **MORTON** **1.8490 Miles**

Estimated Cost	Construction
	<b>\$311,352.80</b>
<b>CITY FUNDS</b>	<b>100.00%</b> <b>\$311,352.80</b>

Summary for Project

Length **1.8490 Miles** **MORTON** **1.8490 Miles**

Estimated Total Construction Cost:	<b>\$3,761,743.90</b>
Estimated Total Eng and Contg:	<b>\$376,174.39</b>
	<u>Construction</u> <span style="float: right;"><u>Total</u></span>
Estimated Cost	<b>\$4,137,918.29</b> <span style="float: right;"><b>\$4,137,918.29</b></span>
<b>SU FEDERAL FUNDS</b>	<b>\$3,060,776.00</b> <span style="float: right;"><b>\$3,060,776.00</b></span>
<b>CITY FUNDS</b>	<b>\$1,077,142.29</b> <span style="float: right;"><b>\$1,077,142.29</b></span>

**NDDOT TO MAKE CONTRACTOR PAYMENTS. SU FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO \$3,200,000. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.**

**QUANTITIES REVISED ON ADDENDUM 1**

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 1 OF 6		ABSTRACT OF BIDS RECEIVED			
PROJECT NO.	NO.	BIDDER	ENGINEERS ESTIMATE	VEIT & COMPANY INC	CONCRETE SERVICES LL	BIDDER	AMOUNT
SU-1-988(040)051	12	VEIT & COMPANY INC	ENGINEERS ESTIMATE	VEIT & COMPANY INC	CONCRETE SERVICES LL	CONCRETE SERVICES LL	
COUNTY & DATE							
MORTON (059)							
LENGTH & TYPE							
1.849							
COMPLETION TIME							
07/16/16 GRADING, AGGREGATE BASE COURSE, PCC PA							
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	2500000	2500000	2493800	2493800
201	CLEARING & GRUBBING	L SUM	1000	5000000	5000000	3151600	3151600
202	REMOVAL OF BOX CULVERT	EA	1000	1000000	1000000	3616300	3616300
202	REMOVAL & SALVAGE CULVERT-ALL TYPES & SIZES	SY	4450000	16000	71200	4450000	71200
202	REMOVAL OF CURB & GUTTER	LF	650000	12000	7800000	147550	147550
202	REMOVAL OF BITUMINOUS SURFACING	LF	6141000	10000	61410000	461500	461500
202	REMOVAL OF EXISTING FENCE	LF	735000	25000	18375000	7186450	7186450
203	COMMON EXCAVATION-TYPE A	CY	409000	2000	818000	81800	81800
203	TOPSOIL	CY	19752000	9000	177768000	9085920	9085920
203	TOPSOIL - IMPORTED	CY	3208000	10000	32080000	866160	866160
216	WATER	M GAL	500000	20000	10000000	1790000	1790000
251	SEEDING CLASS III	ACRE	1322000	20000	26440000	34100	34100
251	TEMPORARY COVER CROP	ACRE	663970	7000000	46459900	2153333	2153333
255	HYDRAULIC MULCH	ACRE	4070	3000000	12200000	282250	282250
256	ECB TYPE 3	SY	104000	4000	4160000	41600	41600
256	RIPRAP GRADE I	CY	18000	70000	1260000	174780	174780
256	RIPRAP GRADE II	CY	81000	80000	6480000	786510	786510
261	FIBER ROLLS 12IN	LF	240000	4500	1080000	79200	79200
261	FIBER ROLLS 12IN	LF	120000	2000	2400000	8400	8400
302	TRAFFIC SERVICE AGGREGATE	TON	7050000	23500	164625000	1260000	1260000
302	AGGREGATE BASE COURSE CL 5	TON	41486900	13500	559066150	40957280	40957280
302	SUBCUT GRAVEL	TON	1000000	15000	15000000	5040000	5040000
420	CRS2P EMULSIFIED ASPHALT	GAL	3781000	3500	13283500	544320	544320
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	1682000	2000	33640000	415910	415910
508	5IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	18296000	85000	1555660000	21866000	21866000
702	MOBILIZATION	L SUM	1000000	8000000	8000000	344553170	344553170
704	FLAGGING	MHR	2092000	2500	5230000	711280	711280
704	TRAFFIC CONTROL SIGNS	EA	7000	40000	280000	395550	395550
704	TYPE II BARRICADE	EA	35000	150000	5250000	3955000	3955000
704	TYPE III BARRICADE	EA	21000	50000	1050000	711190	711190
704	DELINEATOR DRUMS	EA	90000	35000	3150000	513000	513000
704	TUBULAR MARKERS	EA	98000	50000	4900000	332220	332220
704	BLITTERATION OF VERTICAL PANELS	SF	759000	2500	1897500	136620	136620
708	INLET PROTECTION OF PAVEMENT MARKING	EA	5000	180000	900000	60400	60400
708	INLET PROTECTION-FIBER ROLL 12IN	EA	5000	20000	100000	11350	11350
708	INLET PROTECTION-FIBER ROLL 12IN	EA	39000	350000	13650000	726180	726180
708	INLET PROTECTION-SPECIAL	EA	39000	60000	2340000	113100	113100
709	REMOVE INLET PROTECTION-SPECIAL	EA	25684000	2500	64210000	3852600	3852600
709	GEOSYNTHETIC MATERIAL TYPE RI	SY	87000	2700	234900	13050	13050
714	PIPE CONC REINF 12IN CL III-STORM DRAIN	LF	22000	55000	1210000	86240	86240
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	367000	65000	23855000	43700	43700
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	1372000	70000	96040000	6667920	6667920
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	291000	85000	24735000	58100	58100
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR:				AWARD TO:	VEIT & COMPANY INC		
				DATE OF AWARD:	24		
				WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED:			
				DEPARTMENT OF TRANSPORTATION DIRECTOR:			

ND DEPARTMENT OF TRANSPORTATION										ABSTRACT OF BIDS RECEIVED									
PROJECT NO. SU-1-988(040)051										SHEET NO. 12 OF 6									
COUNTY & DATE: MORTON (059) MAR 18, 2016 09:30AM										BIDDER: CONCRETE SERVICES LL									
LENGTH & TYPE: I.849										BIDDER: VEIT & COMPANY INC									
COMPLETION TIME: 07/16/16 GRADING, AGGREGATE BASE COURSE, PCC PA										BIDDER: BISMARCK, ND									
ITEM DESCRIPTION										ENGINEERS ESTIMATE					VEIT & COMPANY INC				
NO.	UNIT	QUANTITY	BID PRICE	RANK 00	AMOUNT	BID PRICE	RANK 01	AMOUNT	BID PRICE	RANK 02	AMOUNT								
714	PIPE	456000	95000	4332000	3356160	73600	3356160	4332000	107800	4915680									
714	PIPE	395000	105000	4147500	2958550	74900	2958550	4147500	107800	4258100									
714	PIPE	821000	140000	11494000	8070430	98300	8070430	11494000	132000	10837200									
714	PIPE	99000	250000	24750000	2296880	232000	2296880	24750000	313500	3103650									
714	END SECT-CONC REINF ARCH 36IN	1800000	1800000	1800000	2608900	2608900	2608900	1800000	2420000	2420000									
714	PIPE	2000	5000000	10000000	5727200	17700	5727200	10000000	3300000	6600000									
714	PIPE	327000	300000	981000	578790	17700	578790	981000	27500	899250									
714	UNDERDRAIN CLEANOUT RISER	3000	400000	1200000	116610	388700	116610	1200000	660000	1980000									
722	MANHOLE 48IN	5000	4000000	20000000	1850300	1850300	1850300	20000000	2200000	11000000									
722	MANHOLE 60IN	7000	5000000	35000000	2496200	2496200	2496200	35000000	2541000	11000000									
722	MANHOLE 72IN	1000	6500000	6500000	3263000	3263000	3263000	6500000	3300000	3300000									
722	MANHOLE 96IN	1000	9000000	9000000	5991500	5991500	5991500	9000000	5500000	5500000									
722	MANHOLE RISER 48IN	27900	3000000	8370000	1562900	1562900	1562900	8370000	412500	1150875									
722	MANHOLE RISER 60IN	35000	5000000	17500000	1862630	1862630	1862630	17500000	467500	1636250									
722	MANHOLE RISER 72IN	4100	5750000	23575000	4543000	4543000	4543000	23575000	825000	338250									
722	MANHOLE REPAIR	5800	8500000	49300000	8041000	8041000	8041000	49300000	1100000	6380000									
722	INLET-TYPE 2	6000	2000000	12000000	1056000	1056000	1056000	12000000	1650000	9900000									
722	INLET-TYPE 2 DOUBLE	4000	3000000	12000000	3080000	3080000	3080000	12000000	1232000	1232000									
722	INLET SPECIAL CATCH BASIN	16000	4000000	64000000	3552600	3552600	3552600	64000000	4950000	7920000									
722	INLET SLOTTED DRAIN 12IN	4000	3500000	14000000	2094200	2094200	2094200	14000000	2420000	9680000									
722	INLET SLOTTED DRAIN 15IN	1000	4500000	4500000	4000500	4000500	4000500	4500000	6	6050000									
722	ADJUST MANHOLE	20000	3000000	70000000	1766000	1766000	1766000	70000000	1265000	2530000									
722	ADJUST MANHOLE	1000	5000000	5000000	3780000	3780000	3780000	5000000	1000000	1000000									
722	RAIL RELIEF VALVE & MANHOLE	1000	12000000	12000000	5670700	5670700	5670700	12000000	7150000	7150000									
724	FITTINGS-DUCTILE IRON	2598000	8000	20784000	2130360	8200	2130360	20784000	13130	3411174									
724	GATE VALVE & BOX 6IN	5000	1750000	8750000	1739500	1739500	1739500	8750000	2750000	13750000									
724	GATE VALVE & BOX 8IN	6000	2000000	12000000	2232500	2232500	2232500	12000000	3520000	21120000									
724	GATE VALVE & BOX 12IN	1000	5000000	5000000	4840000	4840000	4840000	5000000	5500000	27500000									
724	HYDRANT-INSTALL 6IN	5000	4000000	20000000	5355700	5355700	5355700	20000000	1990000	5148000									
724	WATERMAIN 8IN	39000	750000	29250000	34700	34700	34700	29250000	1332000	5148000									
724	WATERMAIN 12IN	376000	800000	30080000	326500	326500	326500	30080000	7115000	37224000									
724	WATERMAIN 18IN	3562000	900000	320580000	35200	35200	35200	320580000	254683000	254683000									
748	CURB & GUTTER-72IN	8854000	18000	159372000	17176760	17176760	17176760	159372000	72000	17708000									
750	DRIVEWAY CONCRETE	47000	2500000	117500000	483630	483630	483630	117500000	72000	3384000									
750	DRIVEWAY CONCRETE	261000	520000	135540000	2095830	2095830	2095830	135540000	438000	1143180									
750	DETECTABLE WARNING PANELS	306000	900000	275400000	1765620	1765620	1765620	275400000	585000	17904000									
754	FLAT SHEET FOR SIGNS-TYPE	2400000	550000	1320000000	516000	516000	516000	1320000000	520000	12480000									
754	FLAT SHEET FOR SIGNS-TYPE	158000	230000	36340000	374960	374960	374960	36340000	260000	4108000									
754	DELINEATORS-TYPE A	114000	500000	70000000	743500	743500	743500	70000000	620000	868000									
754	DELINEATORS-TYPE D	60000	1000000	60000000	81900	81900	81900	60000000	900000	540000									
754	STEEL GALV POSTS-TELESCOPING	395000	200000	79000000	48840	48840	48840	79000000	280000	11060000									
754	REJECT SIGN PANEL	3000	1000000	3000000	793950	793950	793950	3000000	200000	60000									
762	PATTERNED PVMT MK-MESSAGE	626000	700000	210000000	14910	14910	14910	210000000	200000	180000									
762	PATTERNED PVMT MK 4IN LINE-GROOVED	18303000	260000	162760000	1652640	1652640	1652640	162760000	24050	1505230									
762	PATTERNED PVMT MK 4IN LINE-GROOVED	18303000	40000	73212000	6772110	6772110	6772110	73212000	8320	15228096									

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: ANWARD TO: VEIT & COMPANY INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD: 25 DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 3 OF 6		ABSTRACT OF BIDS RECEIVED			
PROJECT NO.	SU-1-988(040)051	NO.	12	BIDDER ENGINEERS ESTIMATE	BIDDER VEIT & COMPANY INC.	BIDDER CONCRETE SERVICES LL	
COUNTY & DATE	MORTON (059) MAR 18, 2016 09:30AM	UNIT		AMOUNT	AMOUNT	AMOUNT	
LENGTH & TYPE	1.849 MANDAN OLD RED TRAIL(47TH AVE NW-37TH ST			RANK 00	RANK 01	RANK 02	
COMPLETION TIME	07/16/16 GRADING, AGGREGATE BASE COURSE, PCC PA			C.C. CHECK	C.C. BOND	C.C. BOND	
SPEC. NO.	ITEM DESCRIPTION	QUANTITY	BID PRICE	AMOUNT	AMOUNT	AMOUNT	
762	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	262000	6000	1572000	8800	18140	475268
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	2108000	7000	14756000	7800	16280	3431824
762	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	1277000	22000	27940000	30100	61800	784860
766	PRESET MAILBOX	30000	3000000	900000	2373000	240000	720000
770	CONCRETE FOUNDATION-HIGHWAY LIGHTING	30000	1200000	3600000	1017000	990000	2970000
770	CONCRETE FOUNDATION-FEED POINT-TYPE B	10000	1100000	1100000	1017000	990000	990000
770	PULL BOX	4450000	6000	26700000	5100	4950	2202750
770	2IN DIAMETER RIGID CONDUIT	9428000	1600	15084800	1300	1270	1197356
770	UNDERGROUND CONDUCTOR NO4-TYPE RHW	4714000	1500	7071000	1000	1100	4213000
770	UNDERGROUND CONDUCTOR NO6-TYPE THW	30000	10000000	3000000	4327900	4213000	5461500
770	UNDERGROUND CONDUCTOR NO6-TYPE THW	30000	24000000	7200000	1870200	1820500	24400000
770	FEED POINT-TYPE II-PAD MOUNTED	23000	800000	1840000	819300	802000	556600
770	LED LUMINAIRE - 150 WATT	41200	300000	12360000	7232000	7100000	7100000
770	REVERSE FLASHING BEACON SYSTEM	8000	10000000	80000000	271200	594000	475200
970	AUTUMN SLENDOR BUCKLE	12000	300000	3600000	339000	500500	600600
970	SPRING SNOW CRABAPPLE	19000	300000	5700000	423800	500500	950950
970	MAYDAY	23000	300000	6900000	361600	500500	1151150
970	BUR OAK	6000	300000	1800000	271200	500500	1356400
970	JAPANESE TREE LILAC	27000	300000	8100000	384200	500500	1351350
970	DISCOVERY ELM	8000	300000	2400000	491600	500500	400400
	TOTAL			484394770	376174390	403451777	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: \_\_\_\_\_ AWARD TO: VEIT & COMPANY INC. WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD: 26 DEPARTMENT OF TRANSPORTATION DIRECTOR



ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 5 OF 6		ABSTRACT OF BIDS RECEIVED				
PROJECT NO.	SU-1-988(040)051	BIDDER	NORTHERN IMPROVEMENT COMPANY	BIDDER	STRATA CORPORATION			
COUNTY & DATE	MORTON (059) MAR 18, 2016 09:30AM	BIDDER	NORTHERN IMPROVEMENT COMPANY	BIDDER	STRATA CORPORATION			
LENGTH & TYPE	1.849 MANDAN OLD RED TRAIL(47TH AVE NW-37TH ST	BIDDER	FARGO, ND	BIDDER	GRAND FORKS, ND			
COMPLETION TIME	07/16/16 GRADING, AGGREGATE BASE COURSE, PCC PA	C.C. BOND	RANK 03	C.C. BOND	RANK 05			
SPEC. NO.	ITEM DESCRIPTION	QUANTITY	BID PRICE	AMOUNT	RANK 04	BID PRICE	AMOUNT	RANK 05
714	PIPE CONC REINF 27IN CL III-STORM DRAIN	456000	123000	5608800	94000	4286400	100000	4560000
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	395000	195000	3752500	97200	3839400	100000	3950000
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	821000	125000	10262500	133900	10993190	135000	11083500
714	PIPE CONC REINF ARCH 65IN X 40IN CL III S DR	99000	392000	3880800	308900	3058110	380000	3762000
714	END SECT-CONC REINF 36IN ARCH	11000	3346000	3680600	246300	246300	1800000	1800000
714	PIPE SECT-CONC REINF ARCH 65IN X 40IN	2000	3349000	6700000	2833000	566600	2500000	5000000
714	PIPE POLYETHYLENE CORR PERF 6IN DRAIN	327000	641000	474150	1501000	794610	22500	735750
722	UNDERDRAIN 48IN	3000	2342000	1171000	3829000	450300	1200000	360000
722	MANHOLE 60IN	5000	3123000	2186100	4352000	1914500	3480000	1740000
722	MANHOLE 72IN	7000	3793000	3793000	5485000	3046400	6180000	31115000
722	MANHOLE 96IN	11000	73363000	73363000	8438000	8438000	9730000	6180000
722	MANHOLE RISER 48IN	27900	1952250	544748	134000	373880	400000	5022000
722	MANHOLE RISER 60IN	35000	390000	1365000	296000	373880	400000	1400000
722	MANHOLE RISER 72IN	41000	558000	228780	353000	144750	490000	2009000
722	MANHOLE RISER 96IN	6000	1004000	582320	649000	376420	850000	4930000
722	MANHOLE REPAIR	4000	1217000	7302000	3202000	1921200	1850000	1110000
722	INLET-TYPE 2	16000	2621000	10484000	4376000	1166400	2870000	11480000
722	INLET-TYPE 2 DOUBLE 48IN	14000	4406000	7049600	6998400	1276400	5080000	8128000
722	SPECIAL CATCH BASIN 9IN BEEHIVE 60IN	3000	2566400	1026400	3191000	1276400	3320000	1328000
722	INLET SLOTTED DRAIN 12IN	20000	4908000	4908000	491200	491200	4800000	4800000
722	INLET SLOTTED DRAIN 15IN	21000	173000	3800000	191200	573600	150000	450000
722	ADJUST MANHOLE	11000	190000	3800000	21450	229800	160000	320000
722	RELIEF VALVE & MANHOLE	1000	295000	295000	220000	220000	750000	750000
724	FITTINGS-DUCTILE IRON	2598000	7028000	7028000	6118000	6118000	16130000	16130000
724	GATE VALVE & BOX 6IN	5000	10000	2598000	10500	2675940	9000	2338200
724	GATE VALVE & BOX 8IN	6000	2175000	1607500	1609000	804500	1950000	9750000
724	GATE VALVE & BOX 12IN	11000	2677000	1607500	2120000	1272000	3150000	1890000
724	HYDRANT INSTALL 6IN	15000	4810000	5291000	3535000	3886300	4200000	4620000
724	WATERMAIN 8IN	39000	6694000	3347000	5088000	2544000	5000000	25000000
724	WATERMAIN 12IN	3562000	41000	1599000	36700	143150	40000	1560000
748	CURB & GUTTER-TYPE I	8854000	39000	1466400	43200	1624320	44000	1654400
750	VALLEY GUTTER-TYPE I	47000	15000	13281000	17800	15760120	24000	17097600
750	SIDEWALK CONCRETE 4IN	2610000	107000	5022000	138200	649540	95000	446500
750	DRIVEWAY CONCRETE	306000	43500	1187350	61600	1607760	72000	1879200
754	DETECTABLE WARNING PANELS	2400000	44000	1346400	59000	1805400	86000	2631600
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	196000	17500	4200000	49700	1192800	65000	1560000
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	114000	33200	650720	32400	635040	30000	588000
754	DELINEATORS-TYPE A	114000	72000	436080	27000	426600	25000	395000
754	DELINEATORS-TYPE D	6000	72000	100800	70000	98000	65000	91000
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	395000	83000	498000	81000	48600	75000	45000
754	RESET SIGN PANEL	3000	115000	612250	15100	596450	14000	553000
754	OBJECT MARKERS - CULVERTS	3000	110000	330000	108000	32400	100000	100000
762	PERFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	626000	27700	1734020	25300	1583780	25000	1565000
762	PERFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	18303000	4200	7687260	3500	6406050	3800	6955140

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: \_\_\_\_\_ AMARD TO: \_\_\_\_\_ VEIT & COMPANY INC

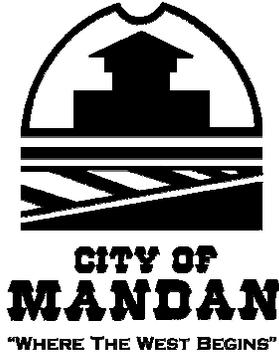
WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AMARD: \_\_\_\_\_

28

DEPARTMENT OF TRANSPORTATION DIRECTOR





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** April 1, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Twin City Drive and Main Street traffic signals

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STATEMENT/PURPOSE: To consider bid for Twin City Drive and Old Red Trail traffic signals.

BACKGROUND/ALTERNATIVES: The existing traffic signals at Twin City Drive and Main Street (near Bonanza) are beyond their useful life and due for replacement. The project would replace all the posts, mast arms, and equipment. It would incorporate the latest in Intelligent Transportation Systems (ITS) for optimum intersection efficiency.

Since the project is receiving federal funds it was bid through the NDDOT bid opening system through their process. On March 18, 2016 the bids were opened. Edling Electric of Bismarck, ND was the low bidder at \$213,578.75. This bid is 48% lower than the engineers estimate.

ATTACHMENTS:

1. Resolution to concur award
2. NDDOT letter with Contract Detail Estimate

FISCAL IMPACT: The local share is for this project is 10% of total project cost which is estimated to be \$29,993.66 based on the low bid.

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports approving awarding the bid.

SUGGESTED MOTION: I move to approve the bid for Twin City traffic signal improvement.

RESOLUTION OF CONCURRENCE TO AWARD PROJECT NHU-1-094(180)917,  
PCN 20833 – I-94 BUSINESS LOOP AT INTERSECTION OF MAIN ST E & TWIN  
CITY DRIVE IN MANDAN TO THE LOW BIDDER

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, that the governing body of the City of Mandan, concurs with the North Dakota Department of Transportation in recommending the award of the above referenced project to the low bidder.

This resolution shall become effective upon the date of its adoption.

Dated and adopted this 5th day of April, 2016.

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Arlyn Van Beek, President of the Board of City Commissioners

Attest: \_\_\_\_\_  
Jim Neubauer, City Administrator



## North Dakota Department of Transportation

Grant Levi, P.E.  
*Director*

Jack Dalrymple  
*Governor*

March 21, 2016

Mr. James Neubauer  
City Administrator  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554

PROJECT: NHU-1-094(180)917, PCN 20833 – I-94 BUSINESS LOOP AT  
INTERSECTION OF MAIN ST E & TWIN CITY DRIVE IN MANDAN

Bids for the construction on the above noted project were taken at our bid opening of March 18, 2016. A copy of the Contract Detail Estimate is enclosed.

The low bid for Traffic Signals was submitted by Edling Electric, Inc. of Bismarck, ND in the amount of \$213,578.75. According to the agreement with the City of Mandan, the City's 10 percent share is estimated to be \$29,993.66.

Before we can award to the low bidder, we need the City of Mandan to **concur**, in writing, in the estimated amount by March 30, if possible.

Questions should be addressed to the Construction Services Division at (701)328-2566.

A handwritten signature in black ink, appearing to read "Cal J. Gendreau".

CAL J. GENDREAU, P.E. - CONSTRUCTION SERVICES ENGINEER

80/cjg/lp  
Enclosure

North Dakota **FEDERAL AID**

Project Number: **NHU-1-094(180)917**

PCN: **20833**

Bid Opening Date: **3/18/2016**

Job Number: **9**

English/Metric: **ENGLISH**

Contract with **EDLING ELECTRIC INC BISMARCK, ND**

Signed Date:

County(s): **MORTON**

Location: **I-94 BUSINESS LOOP - MAIN ST EAST/TWIN CITY DRIVE INTERSECTION**

Roadway: **URBAN**

**RP 917.659**

Type: **TRAFFIC SIGNALS**

Participating: **Y**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	1.000	L SUM	\$1,065.00	\$1,065.00
107 0100	RAILWAY PROTECTION INSURANCE	1.000	L SUM	\$460.00	\$460.00
702 0100	MOBILIZATION	1.000	L SUM	\$10,000.00	\$10,000.00
704 0100	FLAGGING	80.000	MHR	\$37.00	\$2,960.00
704 1000	TRAFFIC CONTROL SIGNS	1,267.000	UNIT	\$1.25	\$1,583.75
704 1060	DELINEATOR DRUMS	19.000	EA	\$27.00	\$513.00
704 1067	TUBULAR MARKERS	21.000	EA	\$22.00	\$462.00
704 1087	SEQUENCING ARROW PANEL-TYPE C	1.000	EA	\$1,635.00	\$1,635.00
770 4525	REVISE LIGHTING SYSTEM	1.000	EA	\$5,500.00	\$5,500.00
772 0001	TRAFFIC SIGNALS SYSTEM	1.000	EA	\$185,000.00	\$185,000.00
772 3125	REMOVE TRAFFIC SIGNAL SYSTEM	1.000	EA	\$4,400.00	\$4,400.00
Subtotal					<b>\$213,578.75</b>
Eng and Contg					<b>\$21,357.88</b>
Total					<b>\$234,936.63</b>

Length **0.0000 Miles**

Estimated Cost	Construction
	<b>\$234,936.63</b>
<b>FEDERAL FUNDS</b>	<b>80.93% \$190,134.22</b>
<b>STATE FUNDS</b>	<b>9.07% \$21,308.75</b>
<b>CITY OF MANDAN</b>	<b>10.00% \$23,493.66</b>

Type: **SPECIAL ITEMS**

Item Description	Amount
<b>PRELIMINARY ENGINEERING</b>	<b>\$65,000.00</b>
Funding Splits:	
<b>FEDERAL FUNDS</b>	<b>80.93% \$52,604.50</b>
<b>STATE FUNDS</b>	<b>9.07% \$5,895.50</b>
<b>CITY OF MANDAN</b>	<b>10.00% \$6,500.00</b>

3/18/2016

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
 CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 2 of 2

North Dakota **FEDERAL AID**

Bid Opening Date: **3/18/2016**

Project Number: **NHU-1-094(180)917**

PCN: **20833**

Job Number: **9**

English/Metric: **ENGLISH**

Summary for Project

Length **0.0000 Miles**

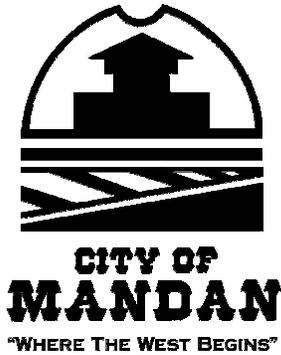
Estimated Total Construction Cost:

**\$213,578.75**

Estimated Total Eng and Contg:

**\$21,357.88**

	<u>Construction</u>	<u>Special Items</u>	<u>Total</u>
Estimated Cost	<b>\$234,936.63</b>	<b>\$65,000.00</b>	<b>\$299,936.63</b>
<b>FEDERAL FUNDS</b>	<b>\$190,134.22</b>	<b>\$52,604.50</b>	<b>\$242,738.72</b>
<b>STATE FUNDS</b>	<b>\$21,308.75</b>	<b>\$5,895.50</b>	<b>\$27,204.25</b>
<b>CITY OF MANDAN</b>	<b>\$23,493.66</b>	<b>\$6,500.00</b>	<b>\$29,993.66</b>



REVISED 4-5-16 Consent #1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Parade of Homes Signage Request

---

**STATEMENT/PURPOSE:** To support the placement of Parade of Homes signs for two limited times and with a set of listed conditions.

**BACKGROUND/ALTERNATIVES:** The Bismarck Mandan Homebuilders Association has two annual home shows. Temporary signs are set out before and during each event to both get the word out and to guide attendees. The engineering office supports the sign request under the following conditions.

- 1) The signs shall only be placed behind the back of curb on urban roadways and three feet off the shoulder on rural roadways between April 22<sup>nd</sup> and May 2<sup>nd</sup> in the spring and from September 23<sup>rd</sup> and October 3<sup>rd</sup> of 2016.
- 2) The signs should be located no closer than 100 feet from an intersection as measured from the pedestrian crossing or stop bar as you approach the intersection.
- 3) The signs shall not be attached to trees, traffic control signs, traffic signals poles or street light poles.
- 4) No ribbons, balloons, streamers, or lighting or ancillary devices may be attached to the signs.
- 5) The **Bismarck-Mandan Home Builders Association** will be responsible for any cost incurred during Installation or removal as a result of the placement of the signs.
- 6) Size of each sign shall be no larger than a reasonable size agreed upon by city engineering staff and the BMHBA.

These conditions were pulled from a document used by the Bismarck City Commission to allow the same request.

**ATTACHMENTS:** None

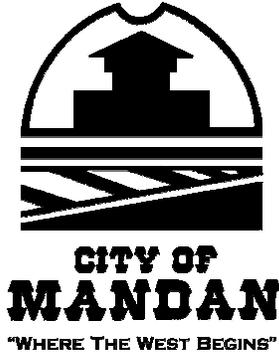
FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items forwarded to City Attorney for his review.

RECOMMENDATION: Approve the signs.

SUGGESTED MOTION: Move to approve the Parade of Homes signs with the listed conditions.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
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- 4) No ribbons, balloons, streamers, or lighting or ancillary devices may be attached to the signs.
- 5) The **Bismarck-Mandan Home Builders Association** will be responsible for any cost incurred during Installation or removal as a result of the placement of the signs.

These conditions were pulled from a document used by the Bismarck City Commission to allow the same request.

ATTACHMENTS: None

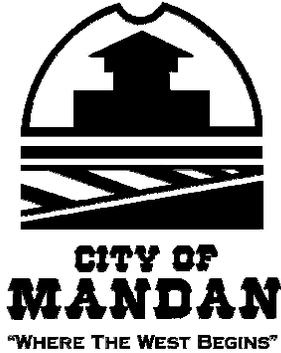
FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items forwarded to City Attorney for his review.

RECOMMENDATION: Approve the signs.

SUGGESTED MOTION: Move to approve the Parade of Homes signs with the listed conditions.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Engineering Service Agreement with KLJ for Lakewood 9<sup>th</sup>, SID #204

---

**STATEMENT/PURPOSE:** To approve an Engineering Service Agreement with KLJ for Lakewood 9<sup>th</sup>, SID #204

**BACKGROUND/ALTERNATIVES:** Typically, the city doesn't bring an Engineering Service Agreement for land development driven Street Improvement Districts before commission. City staff monitors the engineering costs for these projects to make sure they are in line with industry standards to perform such work but the developer also has an inherent motive to keep the engineer's cost in check as ultimately these costs are spread amongst lots as a special assessment.

This agreement is before you because KLJ has a policy to enter into an engineering service agreement with city commission even if not city policy at this time. Agreement and exhibits available upon request (47 pages).

The Engineering Department believes it is in the best interest for the city to waive competitive requirements the city has to allow KLJ to perform this work since they were the consultant chosen by the developer and already have spent a good amount of time designing the project and taking it through bid.

**ATTACHMENTS:** None

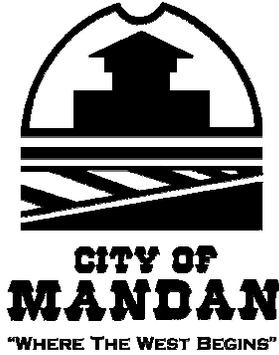
**FISCAL IMPACT:** Engineering work included in total project costs to be special assessed.

**STAFF IMPACT:** None

**LEGAL REVIEW:** All items forwarded to City Attorney for his review.

**RECOMMENDATION:** Approve the agreement.

**SUGGESTED MOTION:** Move to approve the Engineering Service Agreement with KLJ for Lakewood 9<sup>th</sup>, SID #204.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Engineering Service Agreement with KLJ for Lakewood 9<sup>th</sup>, SID #204.

---

STATEMENT/PURPOSE: To approve an Engineering Service Agreement with KLJ for Lakewood 9<sup>th</sup>, SID #204

BACKGROUND/ALTERNATIVES: Typically, the city doesn't bring an Engineering Service Agreement for land development driven Street Improvement Districts before commission. City staff monitors the engineering costs for these projects to make sure they are in line with industry standards to perform such work but the developer also has an inherent motive to keep the engineer's cost in check as ultimately these costs are spread amongst lots as a special assessment.

This agreement is before you because KLJ has a policy to enter into an engineering service agreement with city commission even if not city policy at this time. Agreement and exhibits available upon request (47 pages).

ATTACHMENTS: None

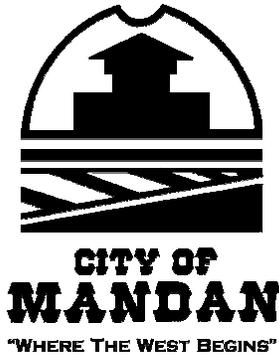
FISCAL IMPACT: Engineering work included in total project costs to be special assessed.

STAFF IMPACT: None

LEGAL REVIEW: All items forwarded to City Attorney for his review.

RECOMMENDATION: Approve the agreement.

SUGGESTED MOTION: Move to approve the Engineering Service Agreement with KLJ for Lakewood 9<sup>th</sup>, SID #204.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 23, 2016  
**SUBMITTING DEPARTMENT:** Fire  
**DEPARTMENT DIRECTOR:** Steve Nardello, Fire Chief  
**PRESENTER:** Steve Nardello, Fire Chief  
**SUBJECT:** Request for Out-of-State Travel

**STATEMENT/PURPOSE:** To consider travel request pursuant to Mandan Code of Ordinances whereby the Board of City Commissioners needs to approve out of state travel.

**BACKGROUND/ALTERNATIVES:** The Mandan Fire Department would like to request approval of out-of-state travel for two separate trips. One request is for a pre-build meeting with Pierce Manufacturing, manufacturer of the recently ordered fire truck and the second request is to attend the International Association of Fire Chiefs (IAFC) conference.

Our department is requesting permission for two staff members to travel April 12, 13, and 14 to Appleton Wisconsin to attend a fire truck pre-build meeting with the entire trip to be paid by Pierce Manufacturing. The meeting is necessary to complete and approve fire truck engineering prior to our truck being assembled

A second travel request is for two staff members to attend the IAFC annual conference that will be held in San Antonio August 16<sup>th</sup> through August 21<sup>st</sup>. The IAFC provides leadership training for our fire officers and also includes a large exhibit of fire service product vendors.

**ATTACHMENTS:** More information of the IAFC conference can be found at the following link:  
<http://www.iafc.org/micrositeFRIconf/Education/Content.cfm?ItemNumber=6593&navItemNumber=6465> .

**FISCAL IMPACT:** Pierce Manufacturing will cover all costs for the Wisconsin trip. The IAFC trip to San Antonio is within the fire department 2016 budget for both travel and registration. The 2016 budget proposal included travel and registration for the Fire Department Instructor conference in Indianapolis however; I have found that our department needs to concentrate more of our training efforts on officer development.

**STAFF IMPACT:** Two fire department staff will need to travel out-of-state to each event and will be compensated use regular time hours while in attendance, there will be no overtime compensation.

LEGAL REVIEW: None

RECOMMENDATION: I recommend that the Mandan City Commission allow out-of-state travel for the two events mentioned above.

SUGGESTED MOTION: Motion to approve the fire department's request for out-of-state of two staff members to travel to Pierce manufacturing in Appleton WI April 12<sup>th</sup> through April 14<sup>th</sup> and for two staff members to attend the IAFC conference in San Antonio TX August 16<sup>th</sup> through August 21<sup>st</sup>.



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 24, 2016  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Jeff Wright  
**PRESENTER:** Jeff Wright, Public Works Director  
**SUBJECT:** Consider for approval of the loader lease option and adopt authorization resolution.

---

**STATEMENT/PURPOSE:** Consider approval of loader lease option and adopt authorization resolution.

**BACKGROUND/ALTERNATIVES:** The proposed 5 year lease is through Butler Machinery (low bid) for one 938M CAT front end loader approved in the 2016 budget. We also looked at John Deere and Volvo for the lease option. Also attached to the lease is a Lessee's Authorization Resolution for your consideration of approval and adoption.

The new loader allows us to use the 1993 loader at the landfill only and the 1994 loader will be shared by the street department in the winter and WWTP in the summer months. Minimizing the use of these older loaders will extend the life of the loaders while providing a useful machine to help in these departments.

**ATTACHMENTS:** Proposed lease and Resolution

**FISCAL IMPACT:** \$14,987.91, 2016 budget (\$19,200).

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** Malcolm has reviewed all documents.

**RECOMMENDATION:** I recommend approval of the front end loader lease option for \$14,987.91 and the adoption and approval of the Lessee's Authorization Resolution.

**SUGGESTED MOTION:** I move to approve the front end loader lease option for \$14,987.91 and the adoption and approval of the Lessee's Authorization Resolution.



7600 Parklawn Avenue, Suite 384  
Minneapolis, MN 55435

## LEASE-PURCHASE AGREEMENT

**Lessee: City of Mandan**

**Lease No.: 102650002**

This Lease-Purchase Agreement dated the 5th day of April, 2016, (the "Lease"), by and between Merchants Bank Equipment Finance, a division of Merchants Bank, National Association, whose address is 7600 Parklawn Avenue, Suite 384, Minneapolis, MN 55435, as agent for one or more persons (the "Lessor") and City of Mandan, located in Morton County, as Lessee (the "Lessee"), whose address is 205 2nd Ave. NW, Mandan, North Dakota 58554.

### WITNESSETH:

WHEREAS, Lessee is authorized by State statutes to acquire one (1) 2016 CAT 938M Wheel Loader by entering into a lease-purchase agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Lessee on see attached, the Lessee has determined that it is necessary to further the construction and maintenance purposes of the Lessee that it acquire one (1) 2016 CAT 938M Wheel Loader described herein as Equipment; and

WHEREAS, Lessor is willing to acquire the Equipment and to lease and sell it to Lessee pursuant to this Lease;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

### ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1 **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

**Authorized Representative:** Shall mean (a) with respect to the Lessee, the officer of the Lessee or any other Person or Persons at any time designated by resolution of Lessee's governing body or written certificate conferring authority upon such person to act on behalf of the Lessee with respect to this Lease; and (b) with respect to the Lessor, any authorized signatory of the Lessor authorized by their bylaws to act or to execute documents on behalf of the Lessor.

**Certificate of Acceptance:** The Certificate of Acceptance of Lessee the form of which is attached hereto as Exhibit C.

**Code:** The Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder by the United States Department of the Treasury.

**Commencement Date:** The date upon which Lessee's obligations to make Lease- Purchase Payments accrues as evidenced by the issuance to Lessor of the Certificate of Acceptance attached hereto as Exhibit C.

**Contractor:** Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

**Cost or Costs:** The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.

**Equipment:** The one (1) 2016 CAT 938M Wheel Loader described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

**Fiscal Year:** Each twelve (12) month fiscal period of Lessee commencing on the 1<sup>st</sup> of January and ending on the 31<sup>st</sup> of December.

**Independent Counsel:** An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

**Interest:** The portion of any Lease-Purchase Payment designated as and comprising interest as shown in the attached Exhibit B.

**Lease:** This Lease-Purchase Agreement dated as of 04/05/16, whereby the Lessor has leased the Equipment to Lessee, as the same may from time to time be amended or modified.

**Lease-Purchase Payment:** The payment due from Lessee to Lessor on each Payment Date, as shown on Exhibit B.

**Net Proceeds:** Any insurance proceeds, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

**Payment Date:** The date upon which any Lease-Purchase Payment is due and payable as provided in Exhibit B.

**Permitted Encumbrances:** As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborers, materialperson's supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

**Person or Persons:** An individual, partnership, corporation, trust or unincorporated organization.

**Prepayment Price:** With respect to the Equipment, as of any Payment Date, the amount so designated and set forth opposite such date in the attached Exhibit B.

**Principal:** The portion of any Lease-Purchase Payment designated as principal in the attached Exhibit B.

**Request for Disbursement of Funds:** The Request for Disbursement of Funds of Lessee, the form of which is attached hereto as Exhibit C-1.

**Specifications:** The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

**State:** The State of North Dakota.

**State and Federal Law or Laws:** The Constitution and any law of the State and any charter, ordinance, rule or regulation or any agency or political subdivision of the State, and any law of the United States, and any rule or regulation of any federal agency.

**Term, Term of this Lease or Lease Term:** The period commencing on the execution of this Lease and ending on the date the last Lease-Purchase Payment is due and payable, as shown on Exhibit B.

Section 1.2 **Exhibits.** The following Exhibits are attached to and by reference made part of this Lease:

**Exhibit A:** A description of the Equipment including the serial number thereof which shall be inserted when available.

**Exhibit B:** A schedule to be completed by Lessor as provided in Section 4.1, indicating the date upon which the Term of this Lease shall end, the date and amount of each Lease-Purchase Payment coming due under the Lease Term and the amount of Principal and Interest comprising each Lease-Purchase Payment.

**Exhibits C and C-1:** A Certificate of Acceptance of Lessee with a Request for Disbursement of Funds attached indicating that the Equipment has been or will be delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Lease-Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

**Exhibit D:** An opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

**Exhibit E:** A form of resolution of the governing body of Lessee, relating to this Lease and, if applicable, certain federal tax matters.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES**

Section 2.1 **Representations, Covenants and Warranties of Lessee.** Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all open meeting laws, public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other Person, firm or corporation, except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform its essential governmental functions.

(g) Lessee will take no action that would cause the interest portion of the Lease-Purchase Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease-Purchase Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon execution of this Lease-Purchase Agreement, and upon each request for a disbursement of funds hereunder, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.

(j) Lessee will submit to the Internal Revenue Service an information reporting statement at the time and in the form required by the Code.

(k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.

(l) Lessee does not reasonably anticipate that it will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Code) in an aggregate amount in excess of \$10,000,000 during the calendar year in which the Term commences, and this Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code relating to deductibility of interest by financial institutions.

Section 2.2 **Representations, Covenants and Warranties of Lessor.** Lessor represents, covenants and warrants as follows:

(a) Lessor has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound; constitutes a default under any of the foregoing; or results in the creation or imposition any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, except Permitted Encumbrances.

### ARTICLE III AGREEMENT TO LEASE

Section 3.1 **Lease.** Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon terms and conditions set forth in this Lease and subject to the option to purchase set forth in Section 4.3 hereof.

Section 3.2 **Possession and Enjoyment.** Lessor hereby covenants to provide Lessee during the Term with the quiet use and enjoyment of the Equipment, and Lessee intends to during the Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee's cost, join any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. All warranties extended upon the Equipment by the Contractors shall inure to the benefit of the Lessee during the term of this Lease.

Section 3.3 **Lessor Access to Equipment.** Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

Section 3.4 **Tax and Ownership and Lessee.** The Lessor warrants and represents that it shall not at any time during the term of the Lease claim depreciation, cost recovery deductions, or tax credit for federal income tax purposes with respect to the equipment, or portion thereof, and that it shall not take any position for federal income tax purposes that is inconsistent with the unequivocal title and ownership for any and all tax purposes of the Lessee.

### ARTICLE IV TERM OF LEASE

Section 4.1 **Lease Term.** This Lease shall be in effect for a Term commencing upon the execution hereof and ending as provided in Section 4.2.

Section 4.2 **Termination of Lease Term.** The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or

(b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder.

(c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof.

Section 4.3 **Option to Purchase.** Lessee has the option to purchase the Equipment by paying the applicable prepayment price in accordance with Section 10.1 hereof.

## **ARTICLE V LEASE-PURCHASE PAYMENTS**

Section 5.1 **Lease-Purchase Payments.** Lessee agrees to pay Lease-Purchase Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Lease-Purchase Payments shall be paid to Lessor at its offices at the address specified in Section 1.1 of this Lease, or to such other Person or entity to which Lessor has assigned such Lease-Purchase Payments as specified in Article XI, at such place as such assignee may from time to time designate in lawful money of the United States of America to Lessor or, in the event of assignment of the right to receive Lease-Purchase Payments by Lessor, to its assignee. Interest shall accrue from the date of the Certificate of Acceptance.

Section 5.2 **Source of Payment.** All Lease-Purchase Payments required to be paid Lessor pursuant to this Lease shall be paid from moneys duly budgeted, appropriated, obligated and otherwise provided and made available therefor by Lessee.

Section 5.3 **Interest Component.** A portion of each Lease-Purchase Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Lease-Purchase Payment.

Section 5.4 **Lease-Purchase Payments to be Unconditional.** The obligation of Lessee to make Lease-Purchase Payments or any other payments required hereunder shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor or any other Person, Lessee shall make all Lease-Purchase Payments and other payments required hereunder when due and shall not withhold any Lease-Purchase Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Lease-Purchase Payments or other payments required under this Lease. Lessee's obligation to make Lease-Purchase Payments or other payments shall not be abated through accident or unforeseen circumstances. Except as provided in Section 12.7 hereof, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damage therefor.

Section 5.5 **Late Payments.** See Section 12.6.

## **ARTICLE VI INSURANCE AND NEGLIGENCE**

Section 6.1 **Liability Insurance.** Upon receipt of possession of the Equipment, Lessee shall take measures as may be necessary to ensure that any liability for injuries to or death of any Person or damage to or loss of property arising out of or in any way relating to the condition or operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2 **Property Insurance.** Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase

of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3 **Worker's Compensation Insurance.** If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4 **Requirements for all Insurance.** All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (or riders) evidencing any such insurance procedure by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is not obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5 **Lessee's Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any Person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses and damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6 **Damage to or Destruction of Equipment.** If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practical after such event, replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement, subject to the provisions of Section 12.7 hereof. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, exercise its remedies under Article XII hereof. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligations under this Section.

Section 6.7 **Cooperation of Lessor.** The Lessor shall cooperate fully with the Lessee at the sole expense of the Lessee, in filing any proof of loss with respect to any insurance policy covering the casualties described in this Section. To the extent it may lawfully do so, the Lessor will permit the Lessee to litigate in any proceeding resulting therefrom and the name of it and on behalf of the Lessor, provided that the Lessor has been indemnified from all costs and expenses therefor, including without limitation, reasonable counsel fees incurred by the Lessor in connection with any such litigation in its name. In no event will the Lessor voluntarily settle or consent to the settlement of any proceeding, arising out of any insurance claim with respect to the Equipment or any part thereof, without the written consent of the Lessee.

## **ARTICLE VII OTHER OBLIGATIONS OF LESSEE**

Section 7.1 **Use; Permits.** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2 **Maintenance of Equipment by Lessee.** Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3 **Taxes, Other Governmental Charges and Utility Charges.** (a) Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against or with respect to the Equipment, the Lease-Purchase Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien of the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

(b) Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contest to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss for forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in the form satisfactory to Lessor.

Section 7.4 **Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18.0 % per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

Section 7.5 **Disbursements.** (a) As payments are required for the Equipment under this Lease, the Lessee as the agent for the Lessor shall prepare and submit a Certificate of Acceptance of Lessee with a Request for Disbursement of Funds to the Lessor. (b) The Lessor shall permit the withdrawal of funds requested in the Request for Disbursement of Funds, and such funds shall be applied to the payment of the Cost of the Equipment.

## ARTICLE VIII TITLE

Section 8.1 **Title.** During the Term of this Lease, legal title to the Equipment and any all repairs, replacements, substitutions and modifications to it shall be in Lessee's name subject to Lessor's interest. Upon termination of this Lease for any of the reasons specified in Section 4.2 (b), Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2 **Security Interest.** Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3 **Liens**. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4 **Installation of Lessee's Equipment**. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5 **Modification of Equipment**. Lessee shall at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any part of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of the Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State or Federal Law or those contemplated by this Lease; and the Equipment, upon competition of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien field or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessee will cooperate fully with Lessee in any such contest.

Section 8.6 **Personal Property**. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

## **ARTICLE IX WARRANTIES**

Section 9.1 **Selection of Equipment**. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2 **Installation and Maintenance of Equipment**. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3 **Contractor's Warranties**. Lessor hereby assigns to Lessee for and during the Term of the Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4 **Patent Infringement**. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5 **Disclaimer of Warranties**. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

## **ARTICLE X PREPAYMENT**

Section 10.1 **When Available**. Lessee shall have the option to prepay its obligations under this Lease on any Payment Date at an amount equal to the applicable Prepayment Price.

Section 10.2 **Release of Lessor's Interest**. Upon the prepayment of Lessee's obligations under this Lease in accordance with Section 10.1 hereof, Lessee shall have no further obligations under this Lease and this Lease shall terminate in accordance with Section 4.2(b). Thereupon the Lessor shall relinquish title to the Equipment in accordance with Section 8.1.

## **ARTICLE XI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

Section 11.1 **Assignment by Lessor**. Except as otherwise provided herein, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Lease-Purchase Payments or other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Lease-Purchase Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participation in its right, title and/or interest in and to this Lease, the Lease-Purchase Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2 **Assignment and Subleasing by Lessee**. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.

(b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.

(c) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than an essential governmental function authorized under the provisions of the Constitution and the laws of the State.

(e) No sublease shall cause the Interest component of the Lease-Purchase Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.

Section 11.3 **Restriction on Mortgage or Sale of Equipment by Lessee.** Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

## ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.1 **Events of Default Defined.** (a) The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more the following events:

(i) Except as permitted by Section 12.7 hereof, failure by Lessee to pay any Lease-Purchase Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar acts which may hereafter be enacted.

(b) The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligation under this Lease with respect to the Equipment, other than its obligation to pay Lease-Purchase Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of god, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2 **Remedies of Default.** Whenever any event of default referred to in Section 12.1, clauses (i) to (iii) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) With or without terminating this Lease, re-enter and take possession of such Equipment and exclude Lessee from using it; provided, however, that if this Lease has not been terminated, Lessor shall return

possession of such Equipment to Lessee when the event of default is cured; and provided further that Lessee shall continue to be responsible for the Lease-Purchase Payments due with respect to such Equipment during the Fiscal Year then in effect; or

(ii) With or without terminating this Lease, re-enter and take possession of such Equipment, and sell, lease or sublease such Equipment or any part of it, holding Lessee liable for the difference between (a) the sales price, rent and other amounts paid by the purchaser, lessee or sublessee pursuant to such sales agreement, lease or sublease and (b) the balance of the Lease-Purchase Payments and other amounts owed by Lessee with respect to such Lease; provided, however, that nothing contained herein shall impose an obligation upon Lessor so to sell, lease or sublease such Equipment and provided that any excess proceeds from such disposition shall be retained by Lessor; or

(iii) With or without terminating this Lease, declare all Lease-Purchase Payments during the Fiscal Year then in effect due or to become due with respect to such Lease in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Lease-Purchase Payments shall be immediately due and payable; or

(iv) Take whatever action at law or in equity may appear necessary or desirable to collect the Lease-Purchase Payments then due and thereafter to become due during the then current Fiscal Year of Lessee with respect to such Lease, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3 **Return of Equipment.** Upon termination of this Lease prior to the payment of all Lease-Purchase Payments, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4 **No Remedy Exclusive.** No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof by any such right and power. Each remedy may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5 **Agreement to Pay Attorney's Fees and Expenses.** In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6 **Late Charges.** Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge equal one and one-half percent (1.5%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

Section 12.7 **Non-Appropriation of Funds.** (a) Notwithstanding any provision in the Lease to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for Lease-Purchase Payments due under this Lease, this Lease shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and Lessee shall return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and

tear), and cancel this Lease by notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year. Lessee shall notify Lessor of nonappropriation within thirty (30) days of its occurrence.

(b) Lessee and Lessor acknowledge and agree that the Lease-Purchase Payments hereunder shall constitute currently budgeting expenditures of Lessee from its capital expenditure fund or successor fund thereto. Lessee's obligations under this Lease shall be subject to Lessee's annual right to terminate this Lease, and shall not constitute a mandatory charge of requirement in any ensuing fiscal year beyond the then current fiscal year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee within the meaning of any constitutional or statutory debt limitation. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond those budgeted and appropriated from its general fund for Lessee's then current fiscal year. Lessee shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or create a lien on any class or source of Lessee monies.

### **ARTICLE XIII ADMINISTRATIVE PROVISIONS**

Section 13.1 **Notices.** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided, that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificate, legal opinion or other communication will be sent.

Lessor: Merchants Bank Equipment Finance  
7600 Parklawn Avenue, Suite 384  
Minneapolis, MN 55435

Lessee: City of Mandan  
205 2nd Ave. NW  
Mandan, North Dakota 58554

Section 13.2 **Financial Information.** During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue to pay Lease-Purchase Payments required under this Lease as may be requested by Lessor or its assignee.

Section 13.3 **Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5 **Amendments, Changes and Modification.** This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.

Section 13.6 **Captions.** The captions or headings in this Lease are for convenience only and in no way defend, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.

Section 13.7 **Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, for carrying out the expressed intention of this Lease.

Section 13.8 **Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.10 **Anti-Discrimination.** Lessor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation or physical defect or disability with regard to but not limited to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination or selection for training.

Section 13.11 **Lessor and Lessee Representatives.** Whenever under the provisions of this Lease, the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval of such request shall be given by an Authorized Representative of the Lessor, for the Lessor, and by an Authorized Representative of the Lessee, for the Lessee. Any party hereto shall be authorized to rely on such approval of request.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by duly authorized officers, as of the date first above written.

MERCHANTS BANK EQUIPMENT FINANCE, a division of Merchants Bank, National Association, as Lessor

\_\_\_\_\_   
 Print or type full name

By \_\_\_\_\_   
 Signature

Its \_\_\_\_\_

City of Mandan as Lessee

\_\_\_\_\_   
 Print or type full name

By \_\_\_\_\_   
 Signature

Its \_\_\_\_\_   
 Title

**EXHIBIT A**  
**DESCRIPTION OF EQUIPMENT**

(1) 2016 CAT 938M Wheel Loader - Serial Number: J3R02093

**EXHIBIT B  
PAYMENT SCHEDULE**

Commencement Date: 04/05/2016

	<u>Payment Date</u>	<u>Total Payment</u>	<u>Interest Amount</u>	<u>Principal Amount</u>	<u>*Purchase Option Price</u>
Lease	04/05/2016				179,250.00
1	04/05/2016	14,987.91	0.00	14,987.91	164,262.09
2016 Totals		14,987.91	0.00	14,987.91	
2	04/05/2017	14,987.91	4,747.18	10,240.73	154,021.36
2017 Totals		14,987.91	4,747.18	10,240.73	
3	04/05/2018	14,987.91	4,451.22	10,536.69	143,484.67
2018 Totals		14,987.91	4,451.22	10,536.69	
4	04/05/2019	14,987.91	4,146.71	10,841.20	132,643.47
2019 Totals		14,987.91	4,146.71	10,841.20	
5	04/05/2020	14,987.91	3,833.40	11,154.51	121,488.96
2020 Totals		14,987.91	3,833.40	11,154.51	
6	04/05/2021	125,000.00	3,511.04	121,488.96	0.00
2021 Totals		125,000.00	3,511.04	121,488.96	
Grand Totals		199,939.55	20,689.55	179,250.00	

TOTAL: \$179,250.00  
INTEREST RATE: 2.852%

\*Amount due after payment of Lease-Purchase Payment due on the same day.  
All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.

**EXHIBIT C  
ACCEPTANCE CERTIFICATE**

The undersigned, being a duly appointed Lessee Representative, under the Lease Purchase Agreement dated as of 04/05/2016 (the ("Lease"), by and between Merchants Bank Equipment Finance ("Lessor"), and the City of Mandan, ("Lessee"), hereby certifies on behalf of Lessee with respect to the Equipment to be acquired under Lease Exhibit A, that the portion of the Equipment described on the attachment to this Acceptance Certificate has been delivered and installed pursuant to and in accordance with said Lease and has been accepted by Lessee.

**Dated:** \_\_\_\_\_.

As Lessee: City of Mandan

\_\_\_\_\_ **Print or type full name**

**By** \_\_\_\_\_ **Signature**

**Its** \_\_\_\_\_ **Title**

**EXHIBIT C-1  
REQUEST FOR DISBURSEMENT OF FUNDS**

**TO: Merchants Bank Equipment Finance ("Lessor")**  
7600 Parklawn Avenue, Suite 384  
Minneapolis, MN 55435

**FROM: City of Mandan ("Lessee")**  
205 2nd Ave. NW  
Mandan, North Dakota 58554

The Lessee hereby requests disbursement of funds pursuant to the Lease Purchase Agreement dated 04/05/2016 (the "Lease"), between the Lessor and Lessee, as follows:

1. Amount to be disbursed: \$179,250.00
2. The payee(s) are Butler Machinery.
3. Purchase of the payment: Payment for property as described in the Lease and Exhibit C.
4. Bills, receipts, invoices or other documents evidencing the amount requested are attached hereto.
5. The Lessee hereby certifies that the amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment as described in the Lease and were not subject of any previous request for disbursement.
6. This request is the final disbursement request.

**Dated:** \_\_\_\_\_

LESSEE: City of Mandan

\_\_\_\_\_  
**Print or type full name**

**By** \_\_\_\_\_  
**Signature**

**Its** \_\_\_\_\_  
**Title**

**EXHIBIT D  
OPINION OF COUNSEL**

To: Merchants Bank Equipment Finance ("Lessor")  
7600 Parklawn Avenue, Suite 384  
Minneapolis, MN 55435

Re: Lease Purchase Agreement by and between Merchants Bank Equipment Finance, a division of Merchants Bank, National Association ("Lessor") and the City of Mandan ("Lessee") dated as of 04/05/2016.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters, and in this capacity I have reviewed a duplicate original of the Lease and various other documents. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. The Lessee is authorized and has power under State law to purchase, rent or otherwise provide for personal property and has power under state law to enter into the Lease and to carry out the obligations thereunder and the transactions contemplated thereby.

2. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent such enforceability is limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws and all other applicable laws, rules and regulations of the State.

4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments coming due thereunder, does not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

5. There is no litigation, action, suit or proceeding threatened or pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents contemplated thereby; the appropriation of moneys to make Lease-Purchase Payments under the Lease for Lessee's current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

6. The Lease is not a general obligation debt of Lessee.

Dated: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_



LESSEE'S AUTHORIZATION RESOLUTION

7600 Parklawn Avenue, Suite 384
Minneapolis, MN 55435

Whereas, City of Mandan, (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of North Dakota (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain governmental Equipment Lease-Purchase Agreement (the "Lease") with Merchants Bank Equipment Finance, a division of Merchants Bank, National Association, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Section 1. Approval of Documents. The form, terms and provisions of the Lease and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Lease and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary to conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

Table with 3 columns: Name ( Print or Type), Title ( Print or Type), Signature. Includes horizontal lines for signature entry.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adapted and approved on [redacted].

Signature: [redacted] Secretary/Clerk

Name Printed: \_\_\_\_\_

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



7600 Parklawn Avenue, Suite 384  
Minneapolis, MN 55435

## INSURANCE REQUIREMENTS FORM

DATE: 04/05/2016

TO: City of Mandan

FROM: Merchants Bank Equipment Finance, a division of Merchants Bank, National Association ("MBEF")

\*\*\*\*Provide a copy of this to your insurance agent and/or carrier\*\*\*\*

Per Section #6 of the Lease-Purchase Agreement dated 04/05/2016 you are required to provide and maintain insurance coverage as summarized below. If you have questions, please reference the Lease or call your MBEF representative. Satisfactory evidence of insurance must be provided to MBEF before the lease schedules can be completed.

Equipment Description: (1) 2016 CAT 938M Wheel Loader - Serial Number: J3R02093

Insurance Agent Name:

Address:

Address:

Phone Number:

Fax Number:

### INSURANCE REQUIREMENTS SUMMARY

**Merchants Bank**, 7600 Parklawn Avenue, Suite 384, Minneapolis, MN 55435, **and/or its assigns and/or its successors** must be named as:

/xx/ **LOSS PAYEE** for property damage coverage:

/xx/ Fire/Lightening, extended coverage and vandalism/malicious mischief for \$179,250.00 with a deductible to \$1,000 acceptable.

Forward the completed certification to:

**Merchants Bank Equipment Finance**

7600 Parklawn Avenue, Suite 384

Minneapolis, MN 55435

MBEF Representative: Sally Laing

Telephone: (952) 837-4910

Fax: (855) 815-2660

Account Number: 102650002



REMIT TO: Merchants Bank Equipment Finance  
PO Box 228  
Winona, MN 55987

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City of Mandan  
205 2nd Ave. NW  
Mandan, North Dakota 58554

Contract # 102650002

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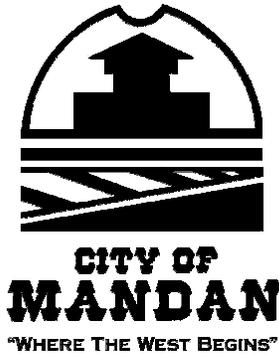
# INVOICE

**Invoice Date:** 4/1/2016

**Amount Due: \$14,987.91**

Payment:	\$14,987.91
Document Fee	\$0
Sales Tax:	\$0
Total Amount Due:	<hr/> <b>\$14,987.91</b>

**Due Date: Documentation sign date**



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Millennium Trail Cost Participation and Maintenance Agreement

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**STATEMENT/PURPOSE:** To approve a Cost Participation and Maintenance Agreement with the DOT for a trails project.

**BACKGROUND/ALTERNATIVES:** The Mandan Parks and Recreation Department identified a trail improvement project in southeast Mandan. The trail to be improved would be from the trolley station off of 3<sup>rd</sup> Street to the west at 11<sup>th</sup> Avenue SE where the first segment would end. The second segment would pick up along 1806 near the intersection of 8<sup>th</sup> Avenue and would continue south and east to 19<sup>th</sup> Street, the end of the project. Because of the two separate segments there are two separate project numbers even though it will effectively be one project.

The city of Mandan is considered a sponsoring agency for the Parks and Recreation department for NDDOT agreements. As such, the city must approve of the CPM agreement even though the city does not have cost participation.

**ATTACHMENTS:**

- 1) CPM Agreement and related appendices
- 2) Letter from Parks and Recreation indicating their responsibility for local share of costs

**FISCAL IMPACT:** None

**STAFF IMPACT:** None

**LEGAL REVIEW:** All items forwarded to City Attorney for his review.

**RECOMMENDATION:** Approve the agreement.

**SUGGESTED MOTION:** Move to approve the Cost Participation and Maintenance Agreement with the NDDOT for projects TAU-LCT-1-806(049)068 & TAU-LCT-1-988(041)052, Millennium Trail resurfacing.

NDDOT Contract No. 38160369

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

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Pamela Wenger	Telephone: (701)328-4787

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

For NDDOT use only.

FHWA Authorization date:

**Project No. TAU-LCT-1-806(049)068 & TAU-LCT-1-988(041)052      City of MANDAN**  
**Location: 3<sup>RD</sup> ST SE TO 11 AVE SE. & NORTH OF 8<sup>TH</sup> AVE SE AND EXTENDS TO 19<sup>TH</sup> ST SE**  
**ALONG HWY 1806**  
**Type of Improvement: ASPHALT OVERLAY OF SHARED USE PATH      Length: 1.27**

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

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

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

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

Federal funds obligated for this project shall not exceed (See Attachment 1) percent of the total eligible project cost up to a maximum of \$(See Attachment 1). The balance of the project cost is the obligation of the City.

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

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

**PART I**



City Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

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

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

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

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

## PART II

Contracting and Construction:

1. Ten weeks before the bid opening date the City will:
  - a. Submit the final plans to NDDOT.
  - b. Certify that the right of way has been acquired in its name and at its sole expense, and in conformity with state and federal law and NDDOT's current edition of *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
  - c. Provide NDDOT with the permit or agreement authorizing utility facilities to be installed or continued on, under or over the right of way.
  - d. Provide NDDOT with all permits or clearances required for the construction of the project by state or federal law.



2. On behalf of the City, NDDOT will:
  - a. Prepare the bid proposals, print and distribute the proposals and plans, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
  - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
  - c. Tabulate the bids and send to the City.
  - d. Concur in the award of the contract, after the City has executed the contract, for the sole purpose of enabling the City to procure federal aid for the construction of the project.
  - e. Distribute copies of the plans to the parties.
3. The City will:
  - a. Review bids to determine the lowest responsible bidder.
  - b. Execute the contract.
  - c. Distribute copies of the executed contract and contract bond to NDDOT and the prime contractor.
4. During the construction of the project, the City will:
  - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
  - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
  - c. Make all records available to NDDOT and FHWA for inspection upon request. The City will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the City.
  - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

#### PART III

Post Construction:

After the project is completed the City agrees to:

1. Control the length and location of curb openings for access. The width of such access opening shall not exceed that shown on the plans. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. If the



traffic corridor intersects a state highway, the City must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
4. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
5. Provide maintenance to the completed project at its own cost and expense.
6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

#### PART IV

##### General:

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

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

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the City who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the City shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the City, and such officer, employee, or person has not participated in such acquisition for and in behalf of the City.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.



Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: Millennium Trail Cost Participation and Maintenance Agreement

Page 6 of 13

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

Local Government Engineer  
ND Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

Arlyn Van Beek  
City of Mandan Mayor  
205 Second Ave NW  
Mandan ND 58554

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



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

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

APPROVED:

\_\_\_\_\_  
 CITY ATTORNEY (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

City of \_\_\_\_\_  
 \*  
 \_\_\_\_\_  
 NAME (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \*  
 \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE

ATTEST:

\_\_\_\_\_  
 CITY AUDITOR (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

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

APPROVED as to substance:

NORTH DAKOTA  
 DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
 LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DIRECTOR (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

\*Mayor or President City Commission

CLA 19256 (Div. 38)  
 L.D. Approved 4-12-93; 8-15



Project TAU-LCT-1-806(049)068

**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the City of \_\_\_\_\_ will provide non-federal funds, whose source is identified below, as match for the amount the City is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by City.** Please designate the source(s) of funds in the city budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

**ATTEST:**

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**APPROVED:**

City of \_\_\_\_\_

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor or President of City Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 8-15



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

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



#### Risk Management Appendix

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

**Parties:** State – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 5-09



Attachment 1  
Cost Participation and Maintenance Agreement  
Millennium Trail  
Project No. TAU-LCT-1-806(049)068 – PCN 21150  
Project No. TAU-LCT-1-988(041)052 – PCN 21152

PROJECT SUMMARY

This project involves the rehabilitation of a Shared Use Path (Millennium Trail) beginning at the Trolley Station on 3<sup>rd</sup> St SE and extends to the intersection of 11<sup>th</sup> Ave SE. It begins again just north of 8<sup>th</sup> Ave SE and extends to 19<sup>th</sup> St SE along ND HWY 1806.

FEDERAL FUNDS

Federal funds used for this project include Transportation Alternative Program (TAP) funds and Lewis and Clark Legacy Trail (LCT) funds. The federal reimbursement rate for TAP funds is 80.93% and for LCT funds it is 100.00%. Federal funds can be used for construction costs only.

LEWIS AND CLARK LEGACY TRAIL FUNDS

Federal funds obligated to this project from LCT funding shall not exceed 100 percent of the total eligible project cost up to a maximum of \$82,994.67. These funds will be spent first.

TRANSPORTATION ALTERNATIVE PROGRAM FUNDS

Federal Funds obligated to this project from TAP funding shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$253,644. These funds will be spent second.



opportunities for life  
[www.mandanparks.com](http://www.mandanparks.com)

December 12, 2014  
Greg Welch  
Finance Director  
205 2<sup>nd</sup> Ave NW  
Mandan, ND 58554

P: 701 751 6161  
F: 701 751 6160  
2600 46th Ave. SE  
Mandan, ND 58554

Dear Mr. Welch,

The Mandan Park District is applying for grant funding for rehabilitation for Millennium Trail overlay. The project number is not determined at this time and will be determined by the NDDOT if funded. This project will start at the Ft. Lincoln Trolley and will end at 19<sup>th</sup> St SE.

The Mandan Park Board of Commissioner approved at our November board meeting to have the local share and engineering fees special assessed to the Mandan Park District. I have also included preliminary cost estimates.

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

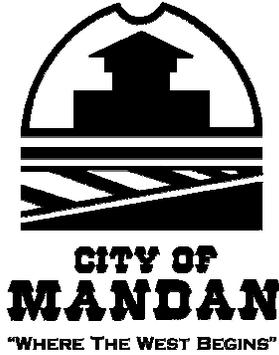
Sincerely,

Cole Higlin

Director

Mandan Park District

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



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Millennium Trail Cost Participation and Maintenance Agreement

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STATEMENT/PURPOSE: To approve a Cost Participation and Maintenance Agreement with the DOT for a trails project.

BACKGROUND/ALTERNATIVES: The Mandan Parks and Recreation Department identified a trail improvement project in southeast Mandan. The trail to be improved would be from the trolley station off of 3<sup>rd</sup> Street to the west at 11<sup>th</sup> Avenue SE where the first segment would end. The second segment would pick up along 1806 near the intersection of 8<sup>th</sup> Avenue and would continue south and east to 19<sup>th</sup> Street, the end of the project. Because of the two separate segments there are two separate project numbers even though it will effectively be one project.

The city of Mandan is considered a sponsoring agency for the Parks and Recreation department for NDDOT agreements. As such, the city must approve of the CPM agreement even though the city does not have cost participation. The CMP Agreement is available upon request (11 pages).

ATTACHMENTS: None

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items forwarded to City Attorney for his review.

RECOMMENDATION: Approve the agreement.

SUGGESTED MOTION: Move to approve the Cost Participation and Maintenance Agreement with the NDDOT for projects TAU-LCT-1-806(049)068 & TAU-LCT-1-988(041)052, Millennium Trail resurfacing.



"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	667-3270
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

## Mayors Day of Recognition for National Service Proclamation April 5, 2016

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and,

**WHEREAS**, national service participants address the most pressing challenges facing our cities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, national service participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

**WHEREAS**, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 5, 2016.

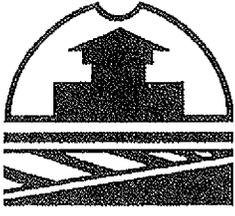
**NOW, THEREFORE, BE IT RESOLVED** that I, Arlyn Van Beek, Mayor of Mandan, ND, do hereby proclaim April 5, 2016, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city, to thank those who serve; and to find ways to give back to their communities.

Signed this 5<sup>th</sup> 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

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PUBLIC WORKS	667-3240
WASTEWATER TREATMENT	667-3278
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

## WEAR BLUE DAY PROCLAMATION April 8, 2016

**WHEREAS**, Prevent Child Abuse North Dakota (PCAND) was founded in 1978 and is dedicated to strengthening families and preventing child abuse and neglect, particularly in North Dakota. PCAND is a 501(c) 3 organization and a chapter of Prevent Child Abuse America; and

**WHEREAS**, Wear Blue Day (April 8, 2016) is a nation-wide event to create awareness all over the country. Citizens have worn blue as a symbol of the need to prevent child abuse and neglect. Blue is a nationally recognized color for Prevent Child Abuse; and

**WHEREAS**, Prevent Child Abuse North Dakota's goal is to reduce child abuse and neglect to 0% by co-creating safe and nurturing environments for children; and

**WHEREAS**, Engaging in Wear Blue Day raises public awareness and prevention advocacy for children across the nation.

**NOW, THEREFORE**, I, Arlyn Van Beek, Mayor of the City of Mandan, do hereby proclaim April 8, 2016 as Wear Blue Day in the City of Mandan and encourage citizens to participate in Wear Blue Day to create an awareness of child abuse and neglect in North Dakota.

Dated this 5<sup>th</sup> day of April, 2016

\_\_\_\_\_  
Arlyn Van Beek, President  
Board of City Commissioners

Attest:

\_\_\_\_\_  
James Neubauer, City Administrator



"WHERE THE WEST BEGINS"

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WATER TREATMENT	667-3275

## NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK PROCLAMATION April 10-16, 2016

**Whereas**, the City of Mandan is a partner in the Central Dakota 9-1-1 Authority organization; and

**Whereas**, the Central Dakota Communications Center Board of Directors was established to serve as the governing body for each partner of the Central Dakota 9-1-1 Authority organization; and

**Whereas**, the Central Dakota Communications Center Board of Directors has declared April 10-16, 2016 as National Public Safety Telecommunications Week in Bismarck, Mandan and Burleigh County to honor the men and women of the Central Dakota Communications Center who dedicate themselves to helping keep our communities and our citizens safe;

**Therefore, Be it Resolved** that the Board of City Commissioners for the City of Mandan joins the Central Dakota Communications Center Board of Directors in declaring April 10-16, 2016 as National Public Safety Telecommunications Week in the City of Mandan.

Signed this 5th day of April 2016.

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Mayor  
Board of City Commissioners  
City of Mandan, ND

# National Public Safety Telecommunications Week

April 10-16, 2016

**Whereas**, emergencies can occur at any time that require law enforcement, fire, or emergency medical services; and

**Whereas**, when an emergency occurs, the prompt response of law enforcement officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property; and

**Whereas**, the safety of our law enforcement officers, firefighters, and emergency medical personnel is dependent upon the quality and accuracy of information obtained from citizens who call the Central Dakota Communications Center; and

**Whereas**, Public Safety Communications Specialists are the first, first responders, delivering essential pre-arrival instructions, and providing the most critical link that our citizens have with emergency services; and

**Whereas**, Public Safety Communications Specialists are the single vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information and insuring their safety; and

**Whereas**, Public Safety Communications Specialists of the Central Dakota Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

**Whereas**, each Communications Specialist has displayed dedication and contributed greatly to the successful transition into the new Central Dakota Communications Center operation; and

**Whereas**, each Communications Specialist has exhibited compassion, understanding and professionalism during the performance of their duties in the past year;

**Therefore, Be It Resolved** that the Board of Directors for the Central Dakota Communications Center declares the week of April 10<sup>th</sup> – 16<sup>th</sup>, 2016 to be National Public Safety Telecommunications Week in Bismarek, Mandan and Burleigh County in honor of the men and women whose diligence and professionalism keep our communities and our citizens safe.

Signed this 24<sup>th</sup> day of March 2016.



Chairman

Board of Directors

Central Dakota Communications Center (CenCom)



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

Consent No. 7

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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 <b>Strawberry Bar &amp; Grill</b>			
Street <b>210 W. Main Street</b>	City <b>Mandan</b>	ZIP Code <b>58554</b>	County <b>Morton</b>
Beginning Date(s) Authorized <b>4/15/16</b>	Ending Date(s) Authorized <b>6/30/16</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Games will be conducted in bar area, excluding the restrooms.</b>			
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 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 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>STRAWBERRY, LLC</b>		Site Name <b>STRAWBERRY bar</b>		Site Phone Number <b>701-934-0057</b>
Site Address <b>210 W Main St</b>		City <b>Mandan</b>	State <b>ND</b>	Zip Code <b>58554</b>
Organization (Lessee) <b>Hoise Race North Dakota</b>		Rental Period <b>4/15/16 to 10/30/16</b>		County <b>Morton</b>
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 Monthly Rent Amount <b>\$ 7500</b>
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 _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ \$
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input checked="" type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$ <b>75</b>
				Total Monthly Rent \$ <b>75</b>

**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 <b>owner</b>	Date <b>3-23-16</b>
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title <b>President</b>	Date <b>3-24-16</b>

(over)



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

Consent No. 8

G- 0766 (\_\_\_\_)\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

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

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

1000 Boundry Road Mandan 58554 Morton  
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/16 Ending 6/30/17

Specific location where games of chance will be conducted and played at the site (required): Against South Wall

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

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

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

\_\_\_\_\_  
 Attorney General

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of City/County Auditor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

<b>STATE USE ONLY</b>
SITE LICENSE NO. G-0766 ( )

Site Owner (Lessor) Hidden Inc Dba Hideaway		Site Name Hideaway		Site Phone Number (701) 663-8362
Site Address 1000 Boundry Rd		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2016 to 6/30/2017		Monthly Rent Amount
Organization (Lessee) Abate Of North Dakota				
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 checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
6. Is Pull Tabs involving both a jar bar and dispensing device conducted at this site? If "Yes," skip questions 6 & 7.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
7. Is Pull Tabs involving only a jar bar conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
8. Is Pull Tabs involving only a dispensing device conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 400.00
<b>TERMS OF RENTAL AGREEMENT:</b>				Total Monthly Rent \$ 400.00

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

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

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

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

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

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

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

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

Signature of Lessor 	Title President	Date 3/02/16
Signature of Lessee (Top Executive Official) 	Title Executive Director	Date 3/03/16

CITY OF MANDAN

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: 3-15-16

Name of Licensee: Lukes Bar LLC DBA Silver Dollar BAR

Address of Licensee: 200 EAST MAIN

Address of public facility if used: 200 EAST MAIN

State the purpose of organization: to sell liquor + beer

Date(s) of requested Sunday(s): April 3, 10, 17, 24

MAY 1, 8, 15, 22, 29 June 5, 12, 19, 26

~~July 3~~

Time of day which the applicant desires the permit to be in effect: 11:00AM to 1:00pm

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:

the whole building

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

open to general public For beer and  
liquor sales

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 Noel

Received by:

Date Received: 3-16-16

Commission Approval: \_\_\_\_\_

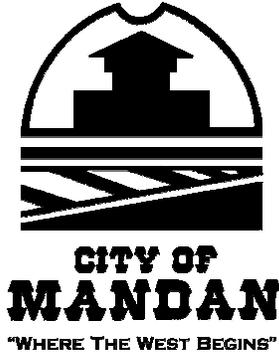
Auditor Approval: \_\_\_\_\_

\$5.00 Fee per Sunday-Amount paid \$ 70.<sup>00</sup>

[Signature]  
Signature of Applicant

Receipt # \_\_\_\_\_

Copy to be filed with Mandan Police Department



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5<sup>th</sup>, 2016  
**PREPARATION DATE:** March 23<sup>rd</sup>, 2016  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Chief Jason Ziegler  
**PRESENTER:** Deputy Chief Jason Bier  
**SUBJECT:** Police Department 2016 General Fund Budget Transfer

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STATEMENT/PURPOSE: To consider a transfer of unspent funds from salary and benefits to training, vehicles, equipment and ammunition/targets within the 2016 Police Department budget.

BACKGROUND/ALTERNATIVES: Unused money from salaries and benefits as a result of vacant positions in the Police Department 2016 General Fund Budget so far amounts to \$36,000.

The 2016 Adult Training fund was only budgeted for \$3,500.00, of which \$1,766.03 has been used thus far this budget year. Courses taken this year by officers include the following: Leadership in Police Organization for two sergeants, School Resource Officer (SRO) Basic Training for the new SRO, and an Internal Affairs course for the Criminal Investigations Division (CID) Lieutenant who will be investigating all major internal investigations. It is necessary to continue to send our police officers and leaders to training such as Staff and Command and investigation based courses. I am requesting \$20,000 be moved from the salary and benefits budget to the training fund. This increase will also assist officers with going back to college to obtain a college degree.

With the increasing violence that we have observed as a state and with officers being placed in more life threatening situations it is imperative that we increase our use of force training. This would include force on force and more applicable firearm training. Along with the increase of the training budget it is also necessary to increase our ammunition and target budget to complete this task. I am requesting a transfer from salary & benefits of \$2,500 to the ammunition/target budget.

The vehicle budget did not account for needing to keep extra vehicles for the fleet. It is necessary to have extra patrol vehicles in our fleet to account for any incident that will

dead line a vehicle. When the 2016 budget was submitted it did not account for equipment in the vehicles. I am requesting a transfer of \$10,000 to complete the new patrol vehicles.

During the reorganization of the Police Department, patrol was moved to the main side of the police department. The cost to move and equip the patrol office with the necessary workstations for patrol officers, which includes a Height-Adjustable Standing Desk for one computer workstation. I am requesting a transfer from salary & benefits of \$5,000 to equipment under \$5,000.

ATTACHMENTS: None

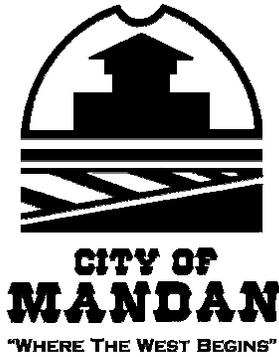
FISCAL IMPACT: No increase to the Police Department 2016 General Fund Budget, the money exists in our current budget from salaries and benefits not used as a result of vacant positions. In future budgets this adjustment will be made prior to budget submission.

STAFF IMPACT: Increase the ability to provide training and education for all Police Department Members. By doing this, it will aid in employee development and assist with employee's individual morale.

LEGAL REVIEW: None Needed

RECOMMENDATION: Recommend Approval of transfer of funds

SUGGESTED MOTION: Motion to Approve the Budget Fund transfer \$36,000 from salaries within the Police Department 2016 General Fund Budget to training (\$20,000), to vehicles (\$10,000), to equipment under \$5,000 (\$3,500), and to ammunition/targets (\$2,500) to assist with staff development and to provide assistance with college tuition for police officers.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** ~~March 15, 2016~~ April 5, 2016  
**PREPARATION DATE:** March 10, 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 a Restaurant Rewards program

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

**BACKGROUND/ALTERNATIVES:** The MGF met about this topic on Feb. 18, 2016 and March 10, 2016. The MGF reviewed and discussed Mandan's overall approach to business development and specifically restaurant recruitment, a top demand by citizens and other businesses alike. To date, the approved approach has been primarily about marketing Mandan on its merits, including the availability of prime sites with access to a growing local population and larger trade region. There was considerable interest among MGF committee members in taking a more assertive approach in the coming year with overt use of a more aggressive incentive tools.

Discussions were initially about use of the Bank of North Dakota's Flex PACE interest buy-down program, with consideration of providing all or a portion of the local match requirement in the form of a forgivable loan. A forgivable loan ultimately functions like a grant, provided all program requirements are met. The conversation soon turned to the concept of adding a sales tax rebate as well.

With general support for the overall concept of a restaurant rewards program, there was considerable discussion and debate about specific parameters, such as:

- Level of incentive and minimum qualifications — Whether to tier with the greatest benefit for full-service (table side service) concepts, ratcheting back for limited service (order w/ cashier, food brought to tables) and fast food (counter or drive-up only) or to offer target the Flex PACED forgivable loan for full-service only as compared to all levels of service.

- Geographic — Whether to offer to the first restaurant in each of three business districts or offer first-come, first-served on a citywide basis regardless of location.

Factors considered about a sales tax rebate included:

- It doesn't require any up-front cash payment.
- Future sales tax revenue may not exist but for the incentive.
- The restaurant operator (or landlord) would still pay property tax (unless exempted for 5 years as part of an approved Renaissance Zone project) as well as other local sales taxes (1% restaurant & lodging, 0.75% for the sports complex, and 0.5% for Morton County's joint jail project).
- The incentive is performance based, thus limiting risk. A restaurant has to generate sales to receive the rebate and the amount of the rebate is directly proportional to the restaurant's success.
- It inherently favors higher-end and full-service restaurants because the average customer ticket, and therefore overall annual sales, will generally be higher.
- The program is fairly simple and easy to understand.

Factors considered about providing the Flex PACE local match in the form of a forgivable loan:

- The program is more complex and takes some additional explaining, but it leverages potentially greater impact by securing approximately \$2 of Bank of North Dakota funds for every \$1 invested by the City of Mandan.
- It requires payment either upfront or annually for length of buy-down period, thus diminishing the MGF balance available for other projects.
- Risk is diminished in part by the fact that the Bank of North Dakota and a lead private lender both have to approve financing for the applicant for them to receive an interest buy-down.
- If a business is not successful within the timeframe of the interest buy-down for a loan, the amount of local match remaining in escrow with the Bank of North Dakota is frozen and returned to the City.

The attached Restaurant Rewards proposal represents the MGF Committee's motions with regard to the two components. It also includes additional background information and program details. In the end, the committee's votes represented a sentiment that the program should facilitate restaurants locating wherever allowed by zoning, allowing for agglomeration or clustering. It also reflects a committee consensus that more restaurants, regardless of type, would be beneficial to the community in increasing traffic counts and attracting additional restaurants and other types of business.

ATTACHMENTS: Restaurant Rewards Proposal

FISCAL IMPACT: The sales tax rebate has no direct cost and could help to garner other types of local tax revenues. Projects approved under the proposed Flex PACE forgivable loan component would have an impact on the balance in the Growth Fund, which currently has a balance of approximately \$347,092. An amount of \$162,000 was agreed upon in consultation with Finance Director Greg Welch. This could accommodate at least three larger projects with a maximum local match requirement of \$53,846. More projects could be accommodated if there were applicants with smaller projects requiring a lesser local match.

STAFF IMPACT: Staff time will be require to market the program, process applications and if approved, the resulting rebate or

LEGAL REVIEW: Attorney Brown has reviewed all information and was in attendance at the MGF meetings where restaurant incentives were discussed.

RECOMMENDATIONS: 1) The MGF voted to recommend offering a program with a sales tax rebate at a rate of 100% for 5 years for all types restaurants (new and expanding as well as full service, limited service and fast food) locating anywhere in Mandan with the program ending March 31, 2017 (at which time the program would be evaluated for potential extension).

2) The MGF also voted to recommend setting aside \$162,000 to be provided in the form of a forgivable loan for the local match, not to exceed \$53,846 per project, for (new and expanding) restaurants seeking to participate in the Bank of North Dakota Flex PACE program.

These motions are collectively presented in the proposed Restaurant Rewards program.

SUGGESTED MOTION: I move to approve the Restaurant Rewards program as proposed.



## **RESTAURANT REWARDS**

### **Sales Tax Rebate & Interest Buy-Down Incentive Program — PROPOSAL**

#### **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's 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's 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, at least 50% of revenue must be generated by 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 a quarterly 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.

## Memorandum

Date: March 31, 2016

From: Mike Dannenfelzer, Communications Director

To: Jim Neubauer, Mandan City Administrator

Re: Central Dakota Communications Center (CenCom) Update

As you are aware, the Central Dakota Communications Center (or CenCom for short) began taking on public safety communications services for the City of Mandan during the week of January 4, 2016. Over the course of one week, emergency and non-emergency calls for service for the City of Mandan Police and Fire Departments and Metro Area Ambulance Service shifted to the newly formed CenCom organization.

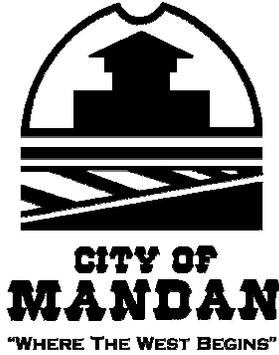
The Executive Committee, comprising department heads of each of our public safety departments, has met on a monthly basis to monitor the overall transition and make important decisions to ensure that the services provided were meeting the needs of all agencies using CenCom and that outstanding items were resolved in a timely manner. As well, the Board of Directors has met monthly to receive updates on the overall status and further develop the organizational relationship and overall long term vision. The Executive Committee and the Board of Directors remain committed to ensuring the long term success of this new relationship.

A few stats for the first two months of 2016:

<b>Month</b>	<b>911 Calls</b>	<b>Non-Emergency Calls</b>	<b>Total Calls</b>	<b>CAD Events</b>
January	2,585	5,786	15,512	16,573
February	2,628	5,253	14,312	15,503

The success of this transition has much to do with the work and dedication of employees from the Mandan Police Department, Mandan Fire Department, Metro Area Ambulance Service, and CenCom. The discussion and planning leading up to January 2016 allowed this transition to occur smoothly and the departments continue to meet monthly and quarterly with CenCom staff to plan through operational and technical changes and challenges, allowing operations to be adjusted on departmental needs when necessary.

I will be available to discuss with the Commission any questions they might have.



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 31, 2016  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** City Water System Projects for State Water Commission Grant Consideration

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STATEMENT/PURPOSE: To approve water projects to be submitted to the State Water Commission for grant consideration in the 2017-19 biennium.

BACKGROUND/ALTERNATIVES: AE2S has put a letter together found in the attachments explaining the four projects we propose to submit to the State Water Commission for consideration of grant dollars. City staff has met with AE2S staff to generate this short list of projects. There are needs beyond these identified in the system masterplan, but those needs do not rise to the near term priority level that these do.

The list of the four projects are;

- |  |           |              |
|--|-----------|--------------|
| 1. Collins Reservoir Roof Replacement            | Est. Cost | \$ 530,500   |
| 2. 30" Sunset Avenue Reservoir Transmission Main | Est. Cost | \$ 5,010,000 |
| 3. Boundary Road PRV NW                          | Est. Cost | \$ 490,000   |
| 4. Conventional Intake (Construction)            | Est. Cost | \$13,600,000 |

ATTACHMENTS:

- 1) AE2S Letter Describing the Projects

FISCAL IMPACT: Working under the assumption that we could be able to get 60% grant money through the SWC if successful as we received for 2015-2017. Also, assuming the local share would be paid for by the State Revolving Fund (SRF) Loan Program. Our local share for these projects would be \$7,852,200. In consulting with the finance department, that loan amount reflects about a \$5.26 raise in the water portion of the utility bill.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 5, 2016

Subject: City Water System Projects for State Water Commission Grant Consideration

Page 2 of 5

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STAFF IMPACT: None

LEGAL REVIEW: All items forwarded to City Attorney for his review.

RECOMMENDATION: Approve the projects to be submitted to the SWC for grant consideration in the 2017-2019 biennium.

SUGGESTED MOTION: I move to approve of the four projects listed for SWC grant consideration.



## 2017-19 SWC Water Plan Project Requests

**To:** Justin Froseth, Planning and Engineering Director  
Jeff Wright, Public Works Director  
Duane Friesz, Water Treatment Plant Superintendent

**From:** Kenneth J. Weber, PE  
AE2S

**Re:** **Mandan Water Improvement Master Plan Projects for funding consideration on the 2017-19 SWC Water Plan**

**Copy:** Greg Welch, Finance Director  
Jim Neubauer, City Administrator

**Attachments:** Updated CIP Outline for Water Treatment Facility  
Updated CIP Outline for Water Distribution System  
Summary of Selected Projects for 2017-19 Water Plan

**Date:** March 30, 2016

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### I. Projects Selected for SWC Water Plan

Recently the State Water Commission reached out to water utilities throughout the State asking that those utilities identify projects for the 2017-19 biennium water plan. AE2S along with City Staff, have reviewed the current 2015-17 SWC water plan, the current SWC eligibility policy and the current City water system Capital Improvements Plan to identify which projects to submit for SWC Water Plan Funding. This upcoming biennium for 2017-19 the City has four projects that will be requested to be placed on the State Water Plan

1. Collins Reservoir Roof Replacement	Est. Cost	\$ 530,500
2. 30" Sunset Avenue Reservoir Transmission Main	Est. Cost	\$ 5,010,000
3. Boundary Road PRV NW	Est. Cost	\$ 490,000
4. Conventional Intake (Construction)	Est. Cost	\$13,600,000

**2017-19 SWC Water Plan Update**  
**Mandan Water System Improvements**  
March 30, 2016

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**II. 2017-19 SWC Water Plan Project Descriptions**

The four projects selected were initially identified in the 2006 WTP Master Plan, the 2007 Distribution System Master Plan or the 2013 Master Plan update and are further described below:

1. Collins Reservoir Roof Replacement: In 2012 a condition assessment was conducted on the reservoir on the above water surface components. According to that assessment the reservoir dome, both interior and exterior, has signs of significant concrete deterioration. City staff identified that in order to fully understand the condition of the reservoir it would need to be taken offline and completely inspected to reassess the dome condition changes and assess the entire tank/piping condition. The assessment and potential dome replacement were added to the Capital Improvements Plan in 2013. For the upcoming 2017-19 biennium, the costs (\$530,500) for rehabilitation/ replacement will be submitted to the SWC for inclusion on the State Water Plan.
2. 30" Sunset Avenue Reservoir Transmission Line: The 2006 Master plan identified this project as essential high priority improvement. The project includes replacing or rehabilitating the part of the 4,000 feet of in place pre-stressed circular concrete pipe (PCCP). This existing PCCP has a history of random catastrophic failure and is replaced or repaired whenever a failure is encountered.

On several occasions since 2006 the project has been submitted for SWC funding and has been kept on the DWSRF Intended Use plan as a priority project for the City. Funding has not been approved for this project by SWC because it did not meet past funding policies. For the upcoming 2017-19 biennium, the costs (\$5,010,000) associated with this project will now be submitted to the state water commission for inclusion on the State Water Plan as a rehabilitation project to extend its useful life and reduced potential for future catastrophic failures.

3. Boundary Road Pressure Reducing Valve (PRV): The 2013 Master Plan update added this item to the Capital Improvements Plan. The proposed project replaces an existing PRV system serving the area north of I- 94 and will provide additional operational flexibility to maintain reasonable pressure for that area north of 14<sup>th</sup> Street NW and bounded by 6<sup>th</sup> Avenue NW. In 2014 the project was designed and bid, but the prices received during the bid process were cost prohibitive and subsequently the project was tabled to identify additional funding. In 2015 this project was submitted for funding in

**2017-19 SWC Water Plan Update**  
**Mandan Water System Improvements**  
March 30, 2016

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the last biennium but did make it on the SWC Water Plan because it fell below Water Plan Funding cutoff levels. For the upcoming SWC biennium, the costs (\$490,000) for design and construction of a new PRV system will be submitted to the SWC for inclusion on the State Water Plan.

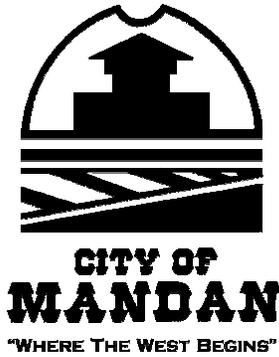
4. Conventional Raw Water Intake: In September of 2013 the City was notified that the project is in line for State Water Commission MR&I matching funds for the 2013-2015 biennium. In 2013 the State Water plan provided 50% matching funds for the initial work on this project for environmental studies, preliminary design, final design and bidding activities. Over the past 24 months the City has studied the intake project and has identified project parameters which impact the project costs. Tesoro Refining and Marketing Corporation (TRMC) has been and continues to be a partner with the City on this project and related funding pursuit. As details of projects costs, cost sharing and funding options are further developed, the level of state participation will be better defined. For the upcoming SWC biennium, the costs (\$13,600,000) for construction of a new raw water intake facility will again be submitted to the SWC for inclusion on the State Water Plan.

### III. Summary and Additional Comments

The City of Mandan has diligently undertaken significant steps over the past ten years to prepare, update and maintain water system infrastructure plans, along with implementation of annual plan recommendations and programs. In order to continue the implementation of the planned improvements and maintain the lowest effective costs to the citizens of Mandan, the City should continue to pursue funding of projects through the SWC water plan process. In the past selected projects have successfully received 50% to 65% funding assistance in the form of state participation

Not all water projects are eligible for SWC water plan funding. Therefore the CIP list of projects has been pared down to those four projects which meet the intent of the SWC water plan funding guidelines and could potentially be constructed in the 2017-2019 biennium.

The City is reminded that the request for placement on the SWC water plan must be finalized and submitted to the SWC by April 22, 2016. It is also important to note that requesting placement on the water plan does not obligated the City to move forward with a project.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 29, 2016  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Jeff Wright  
**PRESENTER:** Jeff Wright, Public Works Director  
**SUBJECT:** Consider Architectural Services recommendation for the Public Works Expansion Project

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**STATEMENT/PURPOSE:** To approve of city staff's recommendation to negotiate a 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.

The panel of 5 reviewed 4 Requests for Proposals (RFP) and rated each firm according to the RFP evaluation criteria, see attached. The panel scored EPIC Engineering the highest rated firm, generally based on project cost and cost of service. I checked some references and found EPIC Engineering was good to work with, good keeping projects on budget and on time, and a respectable firm. I also had the opportunity to meet the staff from EPIC Engineering on site on March 23 where we walked through the existing facility, talked about our needs, and discussed different options to achieve our needs. This was also an opportunity for them to re-think options and cost estimates. I have attached a concept drawing and estimate based on this option.

If the commission approves of negotiating with EPIC Engineering for this service, staff will work with EPIC to create a contract to bring to commission for approval.

**Project schedule:**

- Recommend Selection to City Commission: April 5, 2016
- Contract for services to City Commission: April 19, 2016
- Start Construction: September 2016 – estimated
- Complete Construction: May 2017 – estimated

ATTACHMENTS:

1. Proposal Rankings
2. Concept drawing and estimate

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 recommendation to negotiate with EPIC Engineering for architectural and engineering services for the Public Works Expansion project.

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

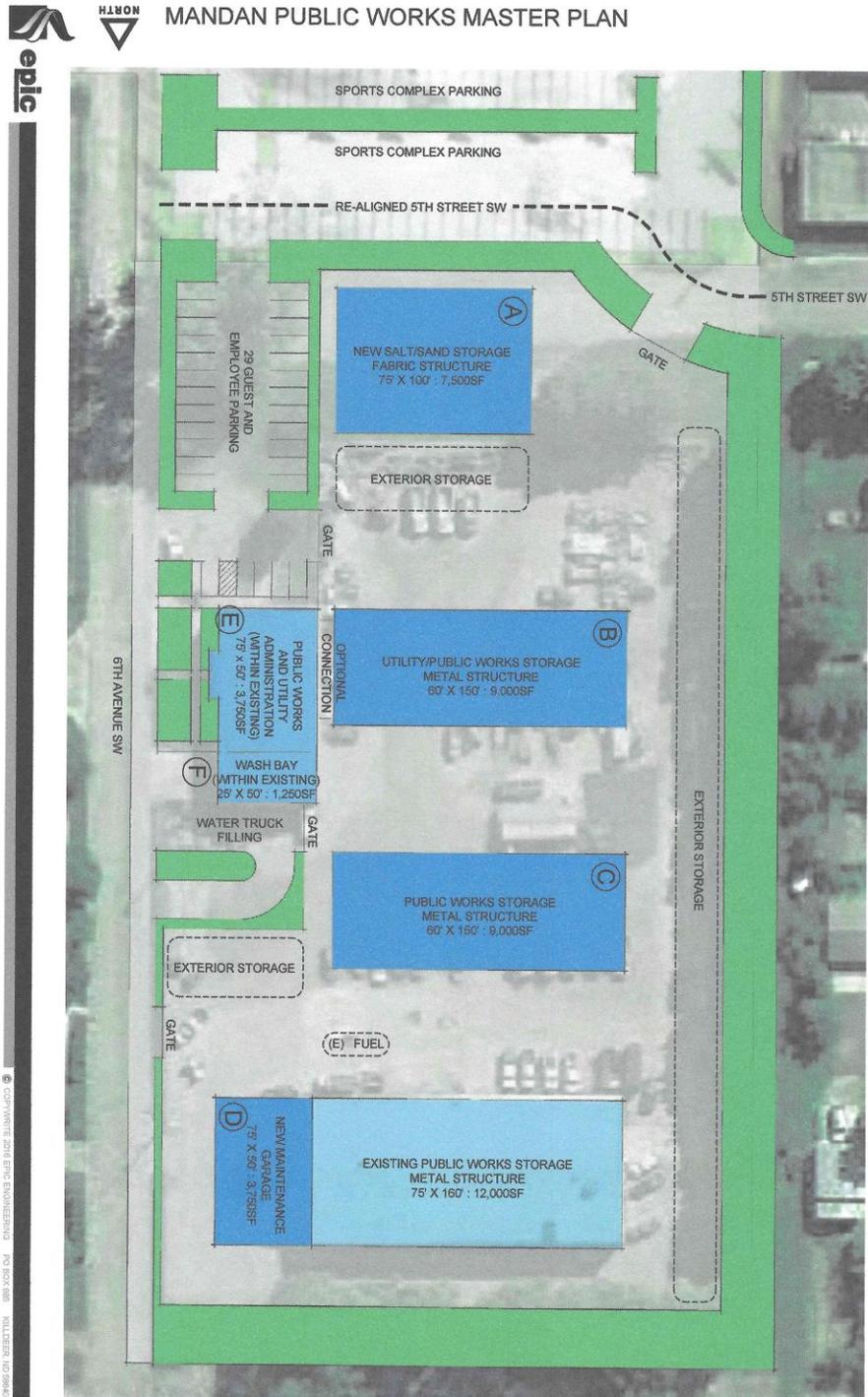
## Public Works Expansion Architectural Services Selection

	EPIC	EAPC	GT	JLG	Weight
Breadth of Capabilities	36	35	33	35	0.35
Complete Cost	34	17	25	11	0.40
Compliance with RFP	35	36	33	36	0.20
References/Availability	33	36	34	36	0.05
Weighted Point Total	34.85	28.05	29.85	25.65	



MANDAN PUBLIC WORKS MASTER PLAN W/ SPORTS COMPLEX





MANDAN PUBLIC WORKS COSTING

COST ESTIMATE	COST INFORMATION	BUILDING DESCRIPTION
(A) \$150,000	\$7 @ 7,500 FABRIC \$13 @ 7,500 CONCRETE	NEW SALTSAND STORAGE, 75' X 100' - 7,500SF FABRIC STRUCTURE, 6' CONCRETE WALLS /POURED OR PRE-FAB), ASPHALT OR CONCRETE FLOOR, NO LIGHTING
(B) \$342,000	\$38 @ 9,000	NEW UTILITY/PUBLIC WORKS STORAGE, 60' X 150' : 9,000SF PRE-FABRICATED STEEL STRUCTURE, 18' SIDE WALLS (6) 16' X 16' GARAGE DOORS, CONCRETE SLAB, VINYL COVERED BATT INSULATION, RADIANT HEAT, HIGH BAY LIGHTING
(C) \$342,000	\$38 @ 9,000	NEW PUBLIC WORKS STORAGE, 60' X 150' : 9,000SF PRE-FABRICATED STEEL STRUCTURE, 18' SIDE WALLS (6) 16' X 16' GARAGE DOORS, CONCRETE SLAB, VINYL COVERED BATT INSULATION, RADIANT HEAT, HIGH BAY LIGHTING
(D) \$282,500	\$70 @ 3,750	MECHANIC BUILDING ADDITION, 75' X 50' - 3,750SF PRE-FABRICATED STEEL STRUCTURE, 20' SIDE WALLS (4) 12' X 16' GARAGE DOORS, CONCRETE SLAB, VINYL COVERED BATT INSULATION, RADIANT HEAT, HIGH BAY LIGHTING, (1) WELDING BAY, (1) PORTABLE JACK BAY, (1) PICKUP TRUCK DRIVE ON LIFT BAY, (1) OIL CHANGE BAY WITH PRT SUPPLY ROOM, OFFICE AREA, AUTO OIL DISPENSER TO ALL BAYS, AIR SUPPLY TO EACH BAY, VEHICLE EXHAUST SYSTEM
(E) \$150,000	\$40 @ 3,750	REMODEL OFFICE, 75' X 50' - 3,750SF NEW FLOORING, REMOVE EXISTING SLAB, FRAMED GYPSUM WALLS, LIGHTING, ADAPTED HEAT, WINDOWS AND DOORS
(F) \$190,000	\$100,000 EQUIPMENT & SLIMP	REMODEL TRUCK WASH, 25' X 50' : 1,250 SF REMOVE EXISTING SLAB AND REPLACE WITH SLAB AND SLIMP, NEW CMU SEPARATION WALL, EQUIPMENT
(G) \$194,500	\$4 @ 42,000 \$15 @ 800 \$20 @ 975	SITE IMPROVEMENTS - 160,000 SF TOTAL (NOT INCLUDING RELOCATION OF 5TH STREET) 108,500 SF OF PAVEMENT/LANDSCAPING, ASSUME ONLY 42,000 SF TO BE IMPROVED, 600 LF OF NEW FENCE TO PATCH EXISTING, 675 LF CURB @ EMPLOYEE PARKING/ADMIN/WATER TRUCK NOTE: ADDITIONAL SITE AREA MAY REQUIRE IMPROVEMENT
(H) \$1,501,000		SUB TOTAL
(I) \$75,050		5% CONTINGENCY
(J) \$1,576,050		TOTAL COST ESTIMATE





# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** April 4, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Robert Decker, P.E., Principal Planner  
**SUBJECT:** Consider for approval resolution designating an access and utility easement located in Eagle Ridge First Addition as a private street named Cascade Way NW.

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STATEMENT/PURPOSE:

Provide a street name for a newly constructed apartment building.

BACKGROUND/ALTERNATIVES:

Eagle Ridge First Addition is located east of the new middle school on 12<sup>th</sup> Avenue NW. Two apartment buildings and associated garages have been constructed to date. Building one is completed and occupied. Building two is nearing completion.

When the building permits were applied for only 12<sup>th</sup> Avenue NW was available as a street name since there are currently no designated streets within the development.

Building two is set back some distance from 12<sup>th</sup> Avenue NW and emergency responders would prefer that this building be addressed off a street that passes by the building.

A 30 foot wide access and utility easement is located on the plat directly south of building two. A driveway has been constructed in this easement from 12<sup>th</sup> Avenue NW easterly past building two that is adequate for emergency access and can be designated as a private street.

The proposed street name of Cascade Way NW is consistent with the street naming convention employed by Morton County and the City of Mandan and has been checked to insure that there are no conflicts with this name within the metropolitan area served by the emergency communications center.

If the resolution is approved, staff will submit an affidavit to the county documenting the creation of this private street.

ATTACHMENTS:

1. Resolution
2. Plat
3. Affidavit

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 resolution.

SUGGESTED ACTION:  
Move to approve adoption of resolution creating private street named Cascade Way NW in Eagle Ridge First Addition.

**RESOLUTION CREATING PRIVATE STREET NAMED CASCADE WAY NW  
IN EAGLE RIDGE FIRST ADDITION  
Board of City Commissioners  
City of Mandan, North Dakota**

WHEREAS, Development in Eagle Ridge First Addition has begun; and

WHEREAS, No interior streets were created when the Eagle Ridge First Addition plat was approved; and

WHEREAS, Emergency responders have requested that an interior private street be created to assist in addressing buildings within this development.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that Cascade Way NW is hereby created within Eagle Ridge First Addition and is located within a 30 foot wide access and utility easement centered over the common property line between Lots 1 and 5, Block 1 on the north and Lots 2 and 6, Block 1 on the south extending from 8<sup>th</sup> Avenue NW to 12<sup>th</sup> Avenue NW.

Adopted this 5<sup>th</sup> Day of April, 2016.

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President, Board of City Commissioners

ATTEST:

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City Administrator

# EAGLE RIDGE FIRST ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA  
ALL OF TERRA VALLEE BTH ADDITION IN SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST

**OWNERS DESCRIPTION AND DEDICATION**

FROM ALL PARTS OF THESE PROPERTIES, THE TERRA VALLEE, L.L.P., whose address is 17724 13th Avenue SW, Edina, Minnesota 55438, and the Terra Valle, L.L.P., whose address is 17724 13th Avenue SW, Edina, Minnesota 55438, the undersigned do hereby dedicate to the City of Mandan, Morton County, North Dakota, the easement described herein for the purpose of creating a private street, Cascade Way NW, in the Eagle Ridge First Addition, Section 15, Township 139 North, Range 81 West, Morton County, North Dakota.

The easement described herein is a 20-foot wide easement, 117.21 feet in length, extending from the south line of Lot 5 to the north line of Lot 6, and from the west line of Lot 5 to the east line of Lot 6, as shown on the attached plat.

The easement described herein is to be used for the purpose of creating a private street, Cascade Way NW, in the Eagle Ridge First Addition, Section 15, Township 139 North, Range 81 West, Morton County, North Dakota.

The easement described herein is to be used for the purpose of creating a private street, Cascade Way NW, in the Eagle Ridge First Addition, Section 15, Township 139 North, Range 81 West, Morton County, North Dakota.

The easement described herein is to be used for the purpose of creating a private street, Cascade Way NW, in the Eagle Ridge First Addition, Section 15, Township 139 North, Range 81 West, Morton County, North Dakota.

**NOTES**

1. THE EASEMENT DESCRIBED HEREIN IS TO BE USED FOR THE PURPOSE OF CREATING A PRIVATE STREET, CASCADE WAY NW, IN THE EAGLE RIDGE FIRST ADDITION, SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST, MORTON COUNTY, NORTH DAKOTA.

2. THE EASEMENT DESCRIBED HEREIN IS TO BE USED FOR THE PURPOSE OF CREATING A PRIVATE STREET, CASCADE WAY NW, IN THE EAGLE RIDGE FIRST ADDITION, SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST, MORTON COUNTY, NORTH DAKOTA.

3. THE EASEMENT DESCRIBED HEREIN IS TO BE USED FOR THE PURPOSE OF CREATING A PRIVATE STREET, CASCADE WAY NW, IN THE EAGLE RIDGE FIRST ADDITION, SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST, MORTON COUNTY, NORTH DAKOTA.

4. THE EASEMENT DESCRIBED HEREIN IS TO BE USED FOR THE PURPOSE OF CREATING A PRIVATE STREET, CASCADE WAY NW, IN THE EAGLE RIDGE FIRST ADDITION, SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST, MORTON COUNTY, NORTH DAKOTA.

5. THE EASEMENT DESCRIBED HEREIN IS TO BE USED FOR THE PURPOSE OF CREATING A PRIVATE STREET, CASCADE WAY NW, IN THE EAGLE RIDGE FIRST ADDITION, SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST, MORTON COUNTY, NORTH DAKOTA.

**CITY OF MANDAN ENGINEERING DEPARTMENT APPROVAL**

Approved by City Engineer on 25 day of OCTOBER, 2013.

*J. Alan A. Fiala*  
City Engineer

**CITY OF MANDAN PLANNING COMMISSION APPROVAL**

Approved by the City of Mandan Planning Commission on 25 day of OCTOBER, 2013.

*Karen Healy*  
Planning Commission

**MANDAN CITY COMMISSION APPROVAL**

Approved by the Board of City Commissioners and passed the 25 day of October, 2013.

*[Signature]*  
Mayor

**OWNER'S CERTIFICATE AND ACKNOWLEDGMENT**

I, the undersigned, do hereby certify that I am the owner of the above described property and that I have executed this instrument for the purposes and consideration herein stated.

*[Signature]*  
Owner

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT**

I, the undersigned, do hereby certify that I am a duly licensed and qualified surveyor in the State of North Dakota and that I have surveyed the above described property and that the same is correctly and truthfully shown on the attached plat.

*[Signature]*  
Surveyor

**STAMPED LISTINGS**

RECORDED IN BOOK 117, PAGE 100

INDEXED IN BOOK 117, PAGE 100

FILED IN BOOK 117, PAGE 100

RECORDED IN BOOK 117, PAGE 100

INDEXED IN BOOK 117, PAGE 100

FILED IN BOOK 117, PAGE 100

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FILED IN BOOK 117, PAGE 100

**NOTES**

1. THE EASEMENT DESCRIBED HEREIN IS TO BE USED FOR THE PURPOSE OF CREATING A PRIVATE STREET, CASCADE WAY NW, IN THE EAGLE RIDGE FIRST ADDITION, SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST, MORTON COUNTY, NORTH DAKOTA.

**CITY OF MANDAN ENGINEERING DEPARTMENT APPROVAL**

Approved by City Engineer on 25 day of OCTOBER, 2013.

*J. Alan A. Fiala*  
City Engineer

**CITY OF MANDAN PLANNING COMMISSION APPROVAL**

Approved by the City of Mandan Planning Commission on 25 day of OCTOBER, 2013.

*Karen Healy*  
Planning Commission

**MANDAN CITY COMMISSION APPROVAL**

Approved by the Board of City Commissioners and passed the 25 day of October, 2013.

*[Signature]*  
Mayor

**OWNER'S CERTIFICATE AND ACKNOWLEDGMENT**

I, the undersigned, do hereby certify that I am the owner of the above described property and that I have executed this instrument for the purposes and consideration herein stated.

*[Signature]*  
Owner

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT**

I, the undersigned, do hereby certify that I am a duly licensed and qualified surveyor in the State of North Dakota and that I have surveyed the above described property and that the same is correctly and truthfully shown on the attached plat.

*[Signature]*  
Surveyor

**STAMPED LISTINGS**

RECORDED IN BOOK 117, PAGE 100

INDEXED IN BOOK 117, PAGE 100

FILED IN BOOK 117, PAGE 100

RECORDED IN BOOK 117, PAGE 100

INDEXED IN BOOK 117, PAGE 100

FILED IN BOOK 117, PAGE 100

RECORDED IN BOOK 117, PAGE 100

INDEXED IN BOOK 117, PAGE 100

FILED IN BOOK 117, PAGE 100

Eagle Ridge 1st



Engineer's Affidavit

Reference: Eagle Ridge First Addition to the City of Mandan, Morton County, North Dakota.

I, Robert G. Decker, Registered Engineer in the State of North Dakota do hereby state:

The Board of City Commissioners of the City of Mandan on April 5, 2016 acted by resolution to create a private street named Cascade Way NW in the Eagle Ridge First Addition that is located within a 30 foot wide access and utility easement centered over the property line between Lots 1 and 5, Block 1 on the north and Lots 2 and 6, Block 1 on the south from 8<sup>th</sup> Avenue NW to 12<sup>th</sup> Avenue NW.

Dated this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Robert G. Decker, P.E.

Subscribed and sworn before me this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Nancy Moser, Notary Public



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** April 1, 2016  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Robert Decker, P.E., Principal Planner  
**SUBJECT:** Consider for approval resolution designating an access and utility easement located in Eagle Ridge First Addition as a private street named Cascade Way.

---

### STATEMENT/PURPOSE:

Provide a street name for a newly constructed apartment building.

### BACKGROUND/ALTERNATIVES:

Eagle Ridge First Addition is located east of the new middle school on 12<sup>th</sup> Avenue NW. Two apartment buildings and associated garages have been constructed to date. Building one is completed and occupied. Building two is nearing completion.

When the building permits were applied for only 12<sup>th</sup> Avenue NW was available as a street name since there are currently no designated streets within the development.

Building two is set back some distance from 12<sup>th</sup> Avenue NW and emergency responders would prefer that this building be addressed off a street that passes by the building.

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The proposed street name of Cascade Way is consistent with the street naming convention employed by Morton County and the City of Mandan and has been checked to insure that there are no conflicts with this name within the metropolitan area served by the emergency communications center.

If the resolution is approved, staff will submit an affidavit to the county documenting the creation of this private street.

### ATTACHMENTS:

1. Resolution
2. Plat
3. Affidavit

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 resolution.

SUGGESTED ACTION:  
Move to approve adoption of resolution creating private street named Cascade Way in Eagle Ridge First Addition.

**RESOLUTION CREATING PRIVATE STREET NAMED CASCADE WAY IN  
EAGLE RIDGE FIRST ADDITION  
Board of City Commissioners  
City of Mandan, North Dakota**

WHEREAS, Development in Eagle Ridge First Addition has begun; and

WHEREAS, No interior streets were created when the Eagle Ridge First Addition plat was approved; and

WHEREAS, Emergency responders have requested that an interior private street be created to assist in addressing buildings within this development.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that Cascade Way is hereby created within Eagle Ridge First Addition and is located within a 30 foot wide access and utility easement centered over the common property line between Lots 1 and 5, Block 1 on the north and Lots 2 and 6, Block 1 on the south extending from 8<sup>th</sup> Avenue NW to 12<sup>th</sup> Avenue NW.

Adopted this 5<sup>th</sup> Day of April, 2016.

---

President, Board of City Commissioners

ATTEST:

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City Administrator



Engineer's Affidavit

Reference: Eagle Ridge First Addition to the City of Mandan, Morton County, North Dakota.

I, Robert G. Decker, Registered Engineer in the State of North Dakota do hereby state:

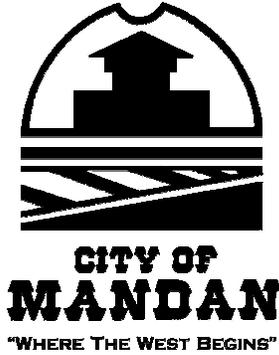
The Board of City Commissioners of the City of Mandan on April 5, 2016 acted by resolution to create a private street named Cascade Way in the Eagle Ridge First Addition that is located within a 30 foot wide access and utility easement centered over the property line between Lots 1 and 5, Block 1 on the north and Lots 2 and 6, Block 1 on the south from 8<sup>th</sup> Avenue NW to 12<sup>th</sup> Avenue NW.

Dated this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Robert G. Decker, P.E.

Subscribed and sworn before me this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Nancy Moser, Notary Public



## Board of City Commissioners

# CITY BOARD OF EQUALIZATION AGENDA

**MEETING DATE:** April 5, 2016  
**PREPARATION DATE:** March 7, 2016  
**SUBMITTING DEPARTMENT:** Assessing  
**DEPARTMENT DIRECTOR:** Shirley Shaw  
**PRESENTER:** Shirley Shaw  
**SUBJECT:** City Board of Equalization

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ROLL CALL: Roll call of City Commissioners.

NEW BUSINESS: Adjourn 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 2<sup>nd</sup> Ave NW, Mandan, ND

ADJOURN: