

**AGENDA**  
**MANDAN CITY COMMISSION**  
**AUGUST 18, 2015**  
**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 following minutes:  
i. August 4, 2015 - Regular Board Meeting  
ii. August 13, 2015 – Special Mtg. (via teleconference call)
- E. PUBLIC HEARING:  
1. Conduct public hearing to consider rezoning Lot 19 of Twin City Industrial Sites.  
2. Conduct public hearing to consider rezoning property along Old Red Trail.
- F. BIDS:
- G. CONSENT AGENDA:  
1. Consider approval of monthly bills.  
2. Consider Escrow and Disbursing Agreement between City of Mandan, Mandan Park District and Bank of North Dakota related to the 0.75% sales tax approved by the voters of Mandan on June 9, 2015.  
3. Consider games of chance for the Knights of Columbus Council 2760 at the Mandan Eagles – Oct. 2, 2015.  
4. Consider for approval the sale of the used water meters that were changed out during the Water Meter Replacement Project.  
5. Consider for approval Cultural Heritage Grant application.  
6. Consider designating a representative to attend the organizational meeting for Missouri River stakeholder issues.  
7. Consider appointments to Mandan Visitors Committee.  
8. Consider for approval the Emergency Generator project for south side booster station and communications tower.
- H. OLD BUSINESS:

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I. NEW BUSINESS:

1. Consider the Mandan Airport Authority's 2016 Budget.
2. ~~Consider the Morton Mandan Public Library's 2016 Budget.~~
3. Consider approval of recommendation to select AE2S as consultant engineering firm to assist the city with an overhaul of our GIS.
4. Consider 3-way agreement for installation of water and sewer for Lakewood 8<sup>th</sup> Addition.

J. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance 1214 rezoning Lot 19 of Twin City Industrial Sites
2. First consideration of Ordinance 1217 rezoning land along Old Red Trail (sports complex site)
3. Second consideration and final passage of Ordinance 1213 – Correcting previous annexation documents.
4. Consider the introduction and first consideration, and call for a public hearing of Ordinance No. 1215 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016, and making the annual tax levy for the year 2015.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. September 1, 2015
2. September 15, 2015
3. October 6, 2015

M. ADJOURN

**Public Communication**

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

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The Mandan City Commission met in regular session at 5:30 p.m. on August 4, 2015 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 Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development & Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim

B. APPROVAL OF AGENDA: Commissioner Laber moved to approve the Agenda. Commissioner Rohr 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. A second announcement was made to come forward to speak. 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 July 21, 2015 regular meeting.* Commissioner Tibke moved to approve the minutes as presented. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

G. CONSENT AGENDA

1. *Consider for approval replat of Lot 7, Block 2 Meadow Ridge 3<sup>rd</sup> Addition.*
2. *Consider Sunday Opening for the Mandan Moose #425 on August 30, 2015.*
3. *Consider 2015 budget amendments for Public Works Shop repairs, LED Christmas lights and yard hydrants for the park.*
4. *Consider sale of City of Mandan property with an estimated value over \$1,000.*
5. *Inform of approved Change Order No. G-1 of Wastewater Treatment Facility Interim Optimization project.*
6. *Consider allowing the Railroad Museum to sign and paint the city curb to reserve a loading and unloading zone near their main entrance.*
7. *Consider for approval replat of Lots 1 & 2, Block 1 West Bay Estates 3<sup>rd</sup> Addition.*
8. *Consider for approval contract between City of Mandan and Paulson Contracting for improvements to the Beanery.*

Commissioner Braun moved to approve the Consent Agenda as presented. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes;

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider Mandan Renaissance Zone Committee recommendations:* Business Development Communications Director Huber reviewed the following:

(i) *Approval of an application for lease of 100 Collins Ave by Icon Architectural Group.* Director Huber stated this is a recommendation from the Mandan Renaissance zone Committee for the approval of an application by Icon Architectural Group for the leasing of space at Collins Place, 100 Collins Avenue. As a building that was constructed as a Renaissance Zone Construction project, this program allows for an incentive to attract tenants and it allows for a 5-year up to a 100% exemption on state tax liability on income derived from business activity within the leased space. The Icon Architectural Group has submitted an application for a lease. They are looking at one full time licensed architect in the space to start. They plan to expand on staffing within the next five years. A Certificate of Good Standing has been received from the ND Tax Department. The Mandan Renaissance Zone Committee voted unanimously to recommend approval of their application for the 5 year 100% exemption. David Manns, from Icon Architectural was available to answer questions on the project.

Commissioner Braun moved to approve the application for lease of 100 Collins Ave by Icon Architectural Group as a Renaissance Zone project with a 5-year 100% state tax exemption. 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.

(ii) *Approval to prorate property tax exemption of 100 Collins Avenue in accordance with share of commercial space leased.* Director Huber stated that the Renaissance Zone Committee discussed this matter also indicating that when this project was approved, that if the retail portion of the building of 3,000 sq. ft. of the 39,000 sq. ft. within the building was not leased within one year of the occupancy permit of the building as a whole, that 50% of the property tax exemption for that retail office space would be withdrawn., and, if not leased within two (2) years, that the property tax exemption on that retail commercial portion of the building would be completely withdrawn. The anniversary date of the occupancy date is August 28, 2015. The lease approved to Icon Architectural Group was for @ 1,000 sq. ft. The total office space accounted for 3,248 sq. ft. of the building's area or @ 35% of the building's value when considering tax purposes. At this point there would be @2,248 sq. ft. of the building unoccupied on August 28, 2015. The Renaissance Zone Committee recommended reducing the building's property tax exemption for 2015 at 100 Collins Avenue by a percentage equal to the unoccupied spaces prorated share of the building's value that is about 17.5% based on what has been leased versus what is remaining. Rather than a 100% exemption on that commercial space there would be a reduction of @ 17.5% for 2015.

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Commissioner Laber voiced concern about following the policy as written, commenting that the landlord was aware up front of the expectations of what was required to benefit from the 100% exemption. Director Huber explained that the claw back provision only pertains to the retail and commercial space within the building. Director Huber said additional work will be done with the Tax Equalization Office for the county on this matter regardless of the motion on this issue tonight (somewhat in part due to cut-off dates to be taken into consideration) to determine how much credit will be given. Attorney Brown summarized that there are two items for consideration: (i) If they don't get the retail space leased within one year the exemption goes down to 50%, and (ii) How much space are they leasing to be given the 17.5% reduction?

Commissioner Tibke moved to approve the recommendation to reduce the property tax exemption on the Renaissance Zone project at 100 Collins Avenue for the retail/office remaining to be leased at one year from date of occupancy by a percentage equal to the area's prorated value of the building. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: No\*; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

\* Commissioner Laber stated that due to the fact this matter was not clear to her, she voted "No".

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

(i) *Expansion of Downtown Storefront Improvement boundaries:* Director Huber stated that this is a recommendation from the Mandan Growth Fund Committee to expand the Downtown Storefront Improvement boundaries to include commercially zoned properties. She explained that there are buildings located within the area that are at least 30 years or older that are located on the far end of east Main Street that is beyond the north-south railroad tracks crossing the City. Some of the buildings in this area are visible from Business Loop I-94 and could benefit from an upgrade as they are the first visible buildings coming to Mandan from the east. The Mandan Growth Fund Committee recommended expanding the boundaries as presented.

Commissioner Braun moved to approve the expansion of the Downtown Storefront Improvement boundaries to include the recommended area along and north of east Main Street as illustrated. 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.

(ii) *Approval of an application by L. Bartch Properties, LLC for a storefront improvement project at 4018 Memorial Highway:* Director Huber stated that a project request from Lindsey Bartch of L. Bartch Properties, LLC for a parcel of property located at 4018 Memorial Highway with intentions of investing \$89,000 in the facade of the building that will involve a steel wall structure. She said that Bartch wants to use the building for a new business called Event Motorway, with plans to sell late model import and luxury autos and also some classic cars. The estimated cost of renovating the

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exterior is \$89,000. The applicant also plans on renovating the interior of the building including cooling/heating system, electrical wiring, plumbing, flooring, walls and insulation inside and there are plans to upgrade the building's parking lot. An automatic door will be added to the building per building requirements. The Mandan Architectural Review Commission and the Mandan Growth Fund Committee both recommend approval of the project and the project meets the criteria to be eligible for the \$30,000 in matching funds for the storefront improvement. Director Huber noted that a total of \$200,000 was set aside for Store Front Improvement Projects when the Memorial Highway Program was approved in September 2014.

Commissioner Tibke moved to approve providing up to \$30,000 in matching funds for the storefront improvement project by L. Bartch Properties, LLC at 4018 Memorial Highway. 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.

*(iii) Request by Dot Frank for modification of Storefront Improvement project at 112 Second Ave NW.* Business Development & Communications Director Huber presented a request for modifications of a project that was submitted in June of 2014 to the Mandan Architectural Review Commission, the Mandan Growth Fund, and this Board for a storefront improvement at 112 Second Avenue Northwest. The modifications will consist of a reconstruction of a doorway to move it closer to the front of the building. It was recommended to waive the requirement that three sides of the building (south, east and north facing sides) are to be painted. But Frank is to replace the windows on the alley sides of the building that are boarded up to qualify for the incentive or substitute the windows with another agreed upon solution. The Mandan Architectural Review Committee and the Growth Fund Committee agreed with the changes.

Commissioner Laber moved to approve the request by Dot Frank for modification of Storefront Improvement project at 112 Second Ave NW to allow for a change in the building's main entrance and to waive the painting commitment, while still requiring that boarded up windows be replaced with windows or other solutions, the latter of which would be subject to approval of the Mandan Architectural Review Commission. 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 the creation of a Cemetery Advisory Committee.* Director of Public Works Wright stated that the Cemetery Rules and Regulations were approved at the July 21, 2015 meeting as presented by a Task Force of citizens appointed to draft the policy. As a result of the work done by this Task Force and their desire to further improve the cemetery grounds, a request was made to create a Cemetery Advisory Committee. The Task Force members would be considered for the Advisory Committee. Director Wright recommended the Task Force Committee meet with Commissioner Tibke and staff to determine meeting frequency, appointment of officers, length of term, etc. The Task Force Committee consists of Sharon Huettl, Becky Hilfer, Mandy Dendy, Marsha

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Boehm, Cindy Rebenitsch and JoAnn Hodny. Director Wright recommended appointing the Task Force Committee to be the members of the Cemetery Advisory Committee.

Commissioner Tibke moved to approve the creation of a Cemetery Advisory Committee by appointing the members that served on the Cemetery Task Force Committee.

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.

Mayor Van Beek noted that Commissioner Tibke will include this Cemetery Advisory Committee in her portfolio.

4. *Consider land lease to Hirsch Floral Inc.* City Administrator Neubauer stated that the City of Mandan owns the property that houses Papa Murphy's Pizza and other businesses. That building is in the process of being sold and Hirsch Floral Inc. will be a new land tenant. Albert and Linda Kuntz, Hirsch Floral, are proposing a Lease Agreement with the City of Mandan. The proposed Lease Agreement (drafted by City Attorney Brown) is proposed for 15 years and would start on August 1, 2015, with an option to renew for an additional 5 years with a 1.5% escalator every year. The lease would be for 16,117 sq. ft. at \$.28 per ft. The current lease on the land received from BNSF is a rate of \$2,400 per year, thus it would increase to \$4,512 per year payable in monthly installments.

Al Wolf, an attorney representing Mr. Kuntz, came forward and stated that he has worked with the Kuntz's on drafting a proposed Lease Agreement with regard to the dollars involved. He has reviewed the proposed agreement with City Attorney Brown. He distributed copies to the Commission members. Attorney Wolf said the proposed lease includes the term of the lease as 25 years (rather than 15); with an option to renew for another 25 years; The rental fees and late fees proposed are \$900 per year for the 1<sup>st</sup> five years; \$1,000 a year for the 2<sup>nd</sup> five years of the lease and \$3,000 per year for the remainder of the term of the lease until its renewal date. Attorney Wolf welcomed questions to the proposed lease.

Commissioner Laber stated that she disagrees with the terms of Paragraphs 9, 10, 11; in particular, No. 10 Waiver of Rights of Subrogation and No. 11 Indemnification of City. She said it is not clear to her on what changes the Kuntz' are requesting and said she would not be comfortable if there are material changes being requested. Attorney Wolf explained that it depends on what insurance companies will allow one to do without waiving the rights under insurance policies. That is the concern he has with the language. He said he's not trying to change the concept since he recognizes that it is necessary for the city. He has not had time to check with the insurance companies with regard to liabilities of these types of matters. Commissioner Laber stated that she is confused because what has been provided and reviewed by the Commission is not what is being requested to be approved by Attorney Wolf. She questioned whether this item should be tabled until there is a valid agreement presented. Attorney Brown stated that the lease form that he drafted, (other than the rental amount, the term and the space referenced on

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the form), is what the City has been using for other city properties. This was the first he had seen this proposed Lease Agreement that Mr. Wolf had handed out. There are a number of significant changes being requested and he would not recommend approving this proposed agreement by Mr. Wolf. He indicated that if the City Commission wishes to table this matter, he will work with Administrator Neubauer and Mr. Wolf to work out the details and then bring it back for discussion at a future meeting.

A motion was made by Commissioner Laber to table the land lease agreement with Hirsch Floral Inc. and the City of Mandan regarding City owned land located at 205 Second Ave. N.W., until the two parties, Attorney Brown and Attorney Wolf can come to a consensus on the final agreement terms including lease costs and length of the lease.

Attorney Wolf requested the Board act in terms of expressing a favorable reaction to the concept and the terms can be dealt with so that there is a commitment that Kuntz can pursue. Otherwise he believes there is a problem with where this matter is at with the whole plan due to time constraints. Commissioner Braun suggested Attorney Brown and Attorney Wolf get together as soon as possible to avoid this time issue. He also stated that he doesn't think any partial approval should be given until an agreement is brought back before the Commission. Commissioner Tibke brought up that there could be a special meeting if needed if there is a time issue. She questioned what the deadline would be to finalize this? Al Kuntz said that he has been waiting on this (proposed agreement) since April 20<sup>th</sup> and just received it a week ago. Then he had to get it to his attorney which was yesterday. He said his deadline is the closing date on August 15<sup>th</sup>.

Commissioner Laber suggested amending her motion to approve what was presented. However, that will be what the City's standard language is that was presented by City Administrator Neubauer. Al Kuntz replied that he believes all of the agreement can be approved other than the fee, which he believes is unrealistic at this time for rental on the property. It is double what the previous owner was paying.

Mayor Van Beek asked Mr. Kuntz if the 15 year term is acceptable. Kuntz replied that the bank would like a minimum of 17 years. Kuntz said he doesn't agree with the 1.5% increase every year. Commissioner Tibke commented that she can understand that the bank would require a long-term (17 year) because Kuntz does not own the property; thus the bank would need some insurance that their investment will have a payoff long term. Also, there is a jump from the \$2,400/year to \$4,500 on the lease and she thinks by having a lower lease agreement for the first 5-7 years, again, that makes sense because reinvesting in the business after that makes sense as well. She suggested that a special meeting occur wherein City Attorney Brown and Attorney Wolf and others have a discussion so that everyone is at a comfort level to move forward.

Mayor Van Beek agreed with Commissioner Tibke's suggestion as stated based on how the payment is laid out. He indicated that the City has taken similar actions in previous requests. He mentioned that he agrees that the proposed payment structure makes sense when moving into a new spot or new location. He encouraged Attorney Brown and Attorney Wolf to come to an agreement considering the 17-year term with the

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understanding this is a leasing agreement, not a purchase agreement, so investors will want to see proof that the money will be put towards this.

Attorney Brown requested clarification and guidance on this issue. Does the City want to lease the lot where the remediation building is on? Al Kuntz replied that the plan was to put a greenhouse there. But that will not happen for two years because it is too late now. They would like to put a portable greenhouse on there for the next two years and there would be parking in that area for employees. He said he would work with the Remediation any way he would have to in order for them to get access to the well if they need to. They would like to have that land so they can do what they want to do with it. He said the project is estimated to cost approximately three-quarters of a million dollars in that area. Commissioner Laber suggested that area (the lot the remediation building sits on) be treated as a separate line item. Attorney Brown reminded everyone that the thought when we were talking about the lease is that if he (Kuntz) wants to buy the building, we would lease him the land the building is on. We can address the issue of the greenhouse and the green space and the remediation wells, the remediation building and the public parking later. That was the discussion that he initially had with Mr. Neubauer and Mr. Kuntz on this matter. Attorney Brown said that the second thing he needed clarification from the Commission on is whether they want to charge him the going rate for commercial land on Main Street or something less?

Mayor Van Beek suggested looking at Mr. Kuntz's proposal of \$900 per year vs. the City's proposed figure of \$4,500 per year. Commissioner Laber said she does not see how the City can take less than what was previously paid. Administrator Neubauer said that the current lease was inherited from Burlington Northern when the City acquired the property from them in the settlement at the rate of \$2,400 per year. The question would be as Attorney Brown's guidance would be as to whether the Commission wants to go from \$2,400 to step up to an amount over a time period; and what amount does the Commission feel comfortable with in moving that amount up? Or leave it at \$2,400 for a couple years and then bump it up to \$3,000 for a couple years? Commissioner Laber stated this should be discussed further, in fairness to everyone, including the citizens.

Mayor Van Beek stated that this matter should be considered as a benefit to Mandan's Main Street as well as future investment in the community. He recommended the City consider the fee for the first 5 years at \$2,400 unless the City's prices change and then increase it to \$3,000 until year 10 and then agree to a figure from year 10 for the remainder of the lease term. Commissioner Laber recommended approving Mayor Van Beek's suggestion and get input from Mr. Kuntz before the Special Meeting occurs. Commissioner Rohr commented that he believes it would be reasonable to use the current lease amount as the starting base line figure. Attorney Brown agreed to working with the suggestions as provided.

Mayor Van Beek announced there was a motion made by Commissioner Laber to table this matter in order to allow time for the parties to discuss the matter further.

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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.

J. RESOLUTIONS AND ORDINANCES:

1. *Second consideration and adoption of Ordinance 1207 - new municipal code.*

Commissioner Laber moved to approve the Second consideration and adoption of Ordinance 1207 - the new municipal code. 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.

2. *First consideration of Ordinance 1213 – Correcting previous annexation documents.* Planner Decker stated this matter is brought to correct previous annexation documents. Ordinance No. 1162 and No. 1186 were adopted to annex certain properties in the Keidel’s area into the City. The paperwork that was filed to record the annexations were prepared in a way that created confusion over what was annexed. The map that was included with Ordinance No. 1162 showed the boundary of the proposed subdivision that was to be developed in a portion of the annexed area rather than the boundary of the annexed area. The wording was correct, the map was not correct. A corrected map was provided with Ordinance No. 1213. This also corrects the description of the second annexation. This is correcting the annexation so the documentation is easily followed.

Commissioner Braun moved to approve the First consideration of Ordinance 1213 – Correcting previous annexation documents. 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.

K. OTHER BUSINESS:

1. Mayor Van Beek encouraged everyone to attend the Wild West Grill Fest scheduled on August 14-15 in downtown Mandan at Dykshoorn Park.

There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 6:33 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

The Mandan City Commission met in Special Session at 9:00 a.m. on Thursday, August 13, 2015 in the Dykshoorn Meeting Room at City Hall. Commissioners present were: Van Beek, Tibke, Rohr, and Braun, (all via teleconference call), and Laber (in person). Also present: City Administrator Neubauer, Finance Director Welch, City Attorney Brown (via teleconference call), Albert Kuntz (via teleconference call), Al Wolf (via teleconference call), and Deb Zodrow.

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

C. OLD BUSINESS: *Consider land lease to Albert and Linda Kuntz.* Discussion was held regarding the land lease to Albert and Linda Kuntz. Several different lease terms and rate options were reviewed including the rate, length of the term, as well as renewal options and whether there will be escalator rates. Al Wolf responded that they have addressed the 10-year renewal option and the resulting lease rates. Also brought up by Commissioner Tibke was the fact that this is good for the City business-wise because this will be an anchor for that part of town.

Commissioner Braun stated that the issue he has with this is having the option at the end of 20 years, in essence making this a 30 year lease. He feels the length of lease may not be in the best interest of the City and may be best to allow a future commission to renegotiate the lease. He agrees that Al Kuntz has been a base in the city with Hirsch Floral; but the city would already be giving him a substantial discount on the rent itself.

Commissioner Tibke motioned to approve the lease agreement between the City & Albert and Linda Kuntz with a 20-year lease with the option of two 5-year renewals. The rate at \$2,400/year the first 5 years; \$3,000/year the 2<sup>nd</sup> five years; and \$3,500/year per additional 10 years; with \$5,000/year the first 5-year option after the 20 years, and then the second 5-years will be determined by the City Commission at that time. Commissioner Laber seconded the motion. Roll call vote: Commissioner Tibke: Yes; Commissioner Rohr: Yes; Commissioner Laber: Yes; Commissioner Braun: No; Commissioner Van Beek: Yes. The motion passed.

Mayor Van Beek thanked Mr. Wolf, Mr. Kuntz and the Commissioners for their input.

OTHER BUSINESS:

There being no further actions to come before the Board, Commissioner Tibke moved to adjourn the meeting. Commissioner Braun seconded the motion. The motion received unanimous approval of the Board members present and the meeting adjourned at 9:16 a.m.

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/s/ James Neubauer  
James Neubauer,  
City Administrator

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/s/ Arlyn Van Beek  
Arlyn Van Beek,  
President, Board of City Commissioners



## Board of City Commissioners

# Agenda Documentation

<b>MEETING DATE:</b>	August 18, 2015
<b>PREPARATION DATE:</b>	August 13, 2015
<b>SUBMITTING DEPARTMENT:</b>	Engineering & Planning
<b>DEPARTMENT DIRECTOR:</b>	Justin Froseth
<b>PRESENTER:</b>	Robert Decker, P.E., Principal Planner
<b>SUBJECT:</b>	Conduct public hearing to consider rezoning of Lot 19, Twin City Industrial Sites

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### STATEMENT/PURPOSE:

The request is to rezone 2 parcels from MC to MB to allow construction of an asphalt plant. This request moves the boundary line between two existing zones.

### BACKGROUND/ALTERNATIVES:

The former use of this site was a cheese plant.

The plan is to relocate an existing asphalt plant from west of the city to this site.

The raw material for the asphalt plant is located in tanks on the adjoining property. Raw material is delivered to the tanks by rail. Currently it is estimated that approximately 900 tanker loads of raw material per construction season are hauled west along Main Street from these tanks to the current location of the asphalt plant. Relocation of the plant will eliminate these trips.

Approximately 9,000 trips per season of asphalt trucks traverse Main Street. Relocation of the plant will eliminate most of these trips along Main Street.

Aggregate will be stored on site. Loads of aggregate are delivered from various suppliers. Many of the loads come from north or east of the city and use Main Street to get to the current plant location west of the city. Once the plant is moved to this new location, those trucks will not have to use Main Street. Since rail service is available at this site, aggregate deliveries will be converted from truck to rail. This will occur as soon as possible and further reduce truck traffic in the city.

Neighboring properties have expressed approval for this use. A majority of neighboring property owners have signed statements of support.

The existing building will be used for office and storage. Some space may be rented.

Demand on the city's water and sewer systems will be much less than the previous use.

This area is shown as industrial on the 2015 Land Use and Transportation Plan. There are numerous industrial uses in the area with significant truck traffic. The proposed use is compatible with surrounding uses.

Access to and from this site is by way of Twin City Drive and Memorial Highway. Twin City Drive will be the primary route. The intersection of Twin City Drive and Main Street is traffic light controlled.

The applicant has obtained letters from the utility companies serving this site and from the state regulatory agency.

Questions have been asked concerning odor, noise and heat. Because of the relative quantities of material, the tanks of raw material next door to this proposed rezoning have more of an odor potential than the asphalt plant proposed to be located on the site of this proposed rezoning. The neighboring tanks have been in use for many years with no significant odor issues. The surrounding uses already generate their own noise so the impact of the plant on the noise level of the area will be minimal. Noise impact on adjoining uses can be mitigated, if necessary, with installation of a low sound wall. The plant does not radiate a significant amount of heat as evidenced by the fact that the control building is in close proximity to the plant.

Letters were sent July 17, 2015 to surrounding properties notifying them of the proposed rezoning. No objections, either verbal or written, were received.

The Planning and Zoning Commission voted unanimously at their July 27, 2015 meeting to recommend approval of this rezoning.

ATTACHMENTS:

1. Location Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

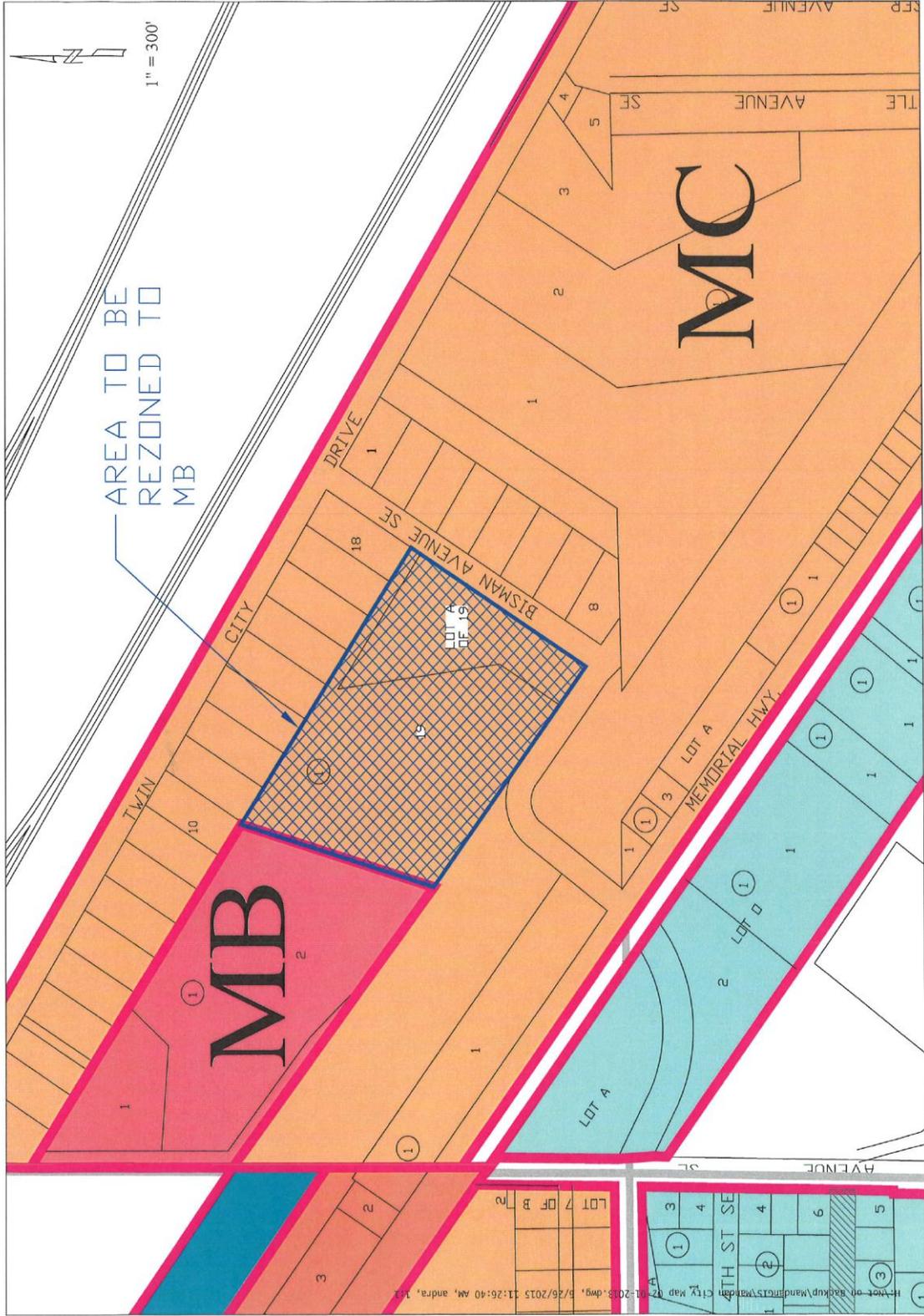
LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

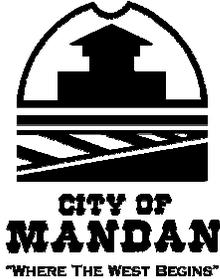
RECOMMENDATION:

Staff recommends approval of this rezoning.

SUGGESTED ACTION:

Move to item Resolutions and Ordinances 1 and consider for adoption Ordinance 1214.





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 14, 2015  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Robert Decker, P.E., Principal Planner  
**SUBJECT:** Conduct public hearing to consider rezoning of property along Old Red Trail

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STATEMENT/PURPOSE:

The request is to rezone land along the south side of Old Red Trail east of Collins Ave. to allow development of a Mandan Sports Complex by the Mandan Park District.

The proposal is to down zone the land from MA (light industrial) to CC (heavy commercial).

BACKGROUND/ALTERNATIVES:

The Mandan Park District considered 5 sites for a new sports complex. Any of the 5 sites would have required a rezoning.

The site is currently undeveloped. The Mandan Park District plans to build a sports complex on a portion of the site. The current owners have requested that the property be rezoned to allow development of the sports complex.

The Planning and Zoning Commission voted 6-1 at their July 27, 2015 meeting to recommend approval of this request.

ATTACHMENTS:

1. Location Map
2. Property Description

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 approval of this rezoning.

SUGGESTED ACTION:

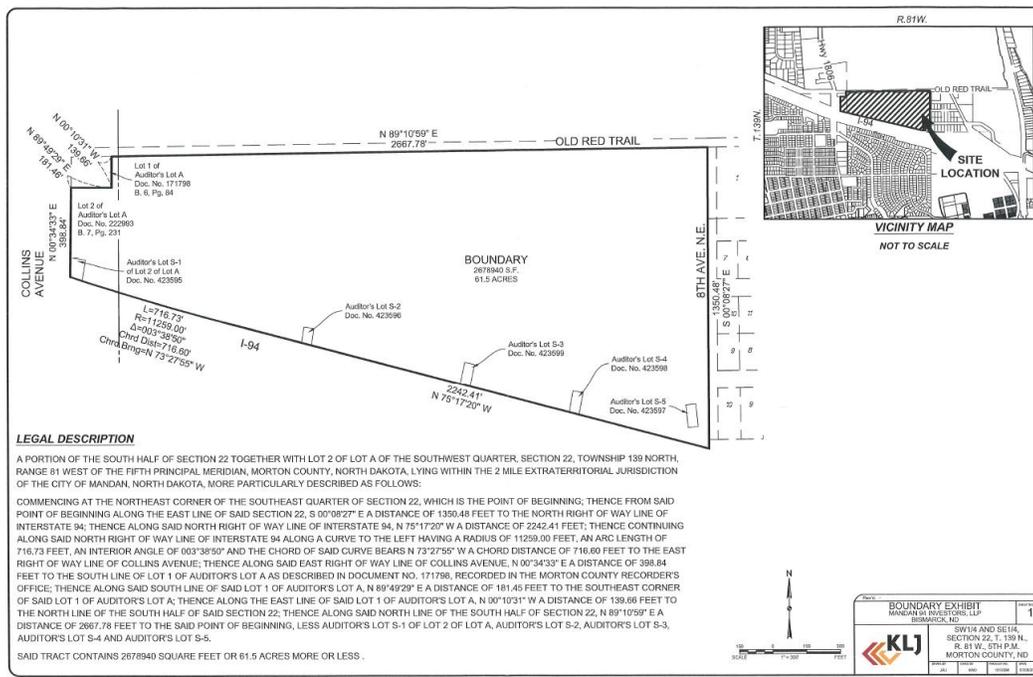
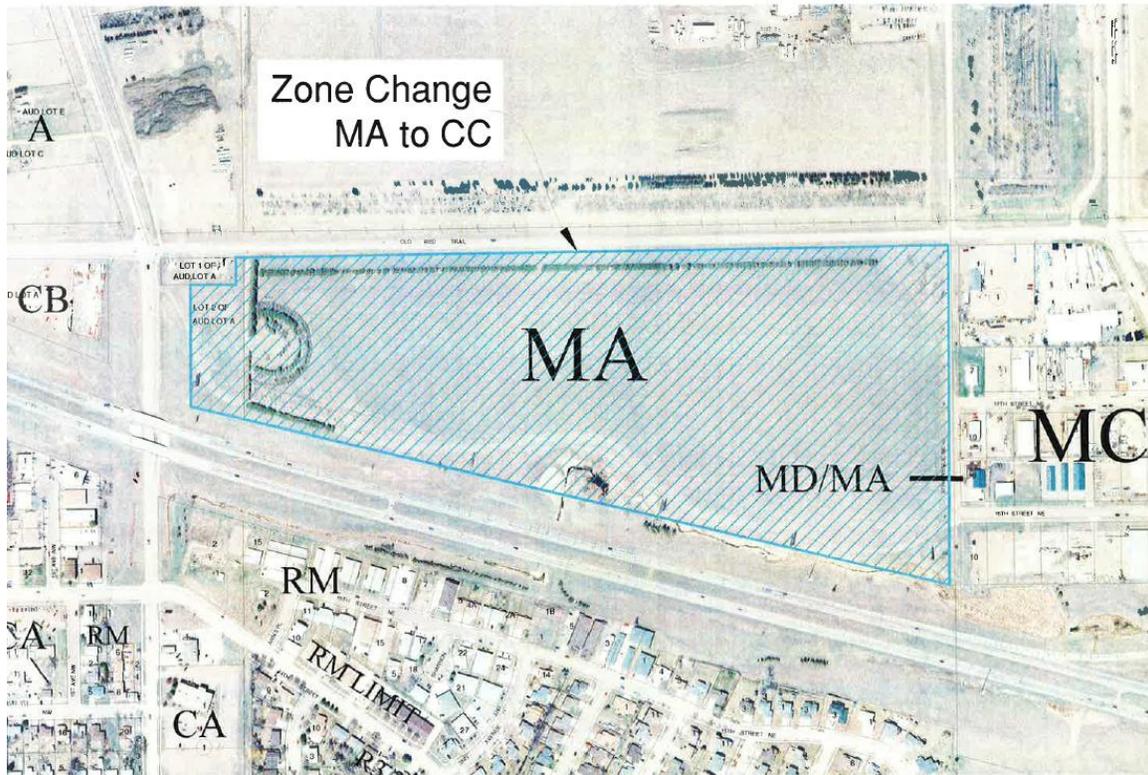
Move to item Resolutions and Ordinances 2 and consider for adoption Ordinance 1217.

Board of City Commissioners Agenda Documentation

Meeting Date: August 18, 2015

Subject: Rezoning on south side of Old Red Trail east of Collins Ave.

Page 2 of 2



**ESCROW AND DISBURSING AGREEMENT**

**THIS ESCROW AND DISBURSING AGREEMENT** (this "Agreement") made and entered into as of September 1, 2015, by and between the **CITY OF MANDAN, NORTH DAKOTA** (the "City"), the **PARK DISTRICT OF THE CITY OF MANDAN, NORTH DAKOTA** (the "Park District"), and **BANK OF NORTH DAKOTA**, Bismarck, North Dakota (the "Escrow Agent").

**WITNESSETH:**

**WHEREAS**, on June 9, 2015, the City electorate approved an additional three-fourth of one percent (0.75%) sales tax (the "**Sales Tax**"), to be used by the Park District for recreation facilities consisting of (i) a new two-rink hockey arena, including gymnastics facilities, (ii) a new football and track field, and (iii) conversion of Lefty Faris football and track field into ball fields (collectively, the "**Projects**"); and

**WHEREAS**, on June 30, 2015 the City Commission passed Ordinance No. 1210 implementing the Sales Tax effective October 1, 2015; and

**WHEREAS**, the City anticipates issuing sales tax revenue bonds commencing in 2016 in one or more series (the "**Bonds**"), and the City and the Park District will use the proceeds of the Bonds to finance the construction of the Projects and to pay costs incidental to such work and bond issuance; and

**WHEREAS**, the City Commission of the City deems it to be in the best interest of the City to pledge and assign to the Escrow Agent monies it expects to receive from the Sales Tax for the payment of debt service on the Bonds and for other uses as provided for herein; and

**WHEREAS**, the City Commission of the City deems it to be in the best interest of the City to deposit with the Escrow Agent Bond proceeds pending disbursement for Project costs as provided herein.

**NOW THEREFORE**, in consideration of the premises and covenants contained herein, the parties covenant and agree as follows:

**SECTION 1.** There is hereby created and established with the Escrow Agent a separate fund designated as the "City of Mandan, North Dakota Escrow Fund" (the "**Escrow Fund**") which shall be held in trust by the Escrow Agent according to the terms contained herein, and in the Bond resolution(s).

**SECTION 2.** There is hereby created and established with the Escrow Agent a separate fund designated as the "City of Mandan, North Dakota Surplus Fund" (the "**Surplus Fund**") which shall be held in trust by the Escrow Agent according to the terms contained herein, and in the Bond resolution(s).

**SECTION 3.** There is hereby created and established with the Escrow Agent a separate fund designated as the "City of Mandan, North Dakota Construction Fund" (the "**Construction Fund**") which shall be held in trust by the Escrow Agent according to the terms contained herein, and in the Bond resolution(s).

**SECTION 4.** The Escrow Agent hereby accepts and agrees to perform all obligations and duties specified herein to be performed by the Escrow Agent.

**SECTION 5.** The Escrow Fund and the Surplus Fund shall be held and administered according to the following terms:

(a) *Deposits to Escrow Fund.* In order to secure the payment of the principal of and interest on the Bonds when due and for the other purposes set forth herein, the City does hereby grant, assign and pledge to the Escrow Agent and its successors and assigns, all of the rights and interest of the City in and to the Sales Tax. The City shall cause all Sales Tax as received from the North Dakota State Tax Department to be paid to the Escrow Agent on a monthly basis. All Sales Tax received by the Escrow Agent shall be deposited in the Escrow Fund.

(b) *Transfers from Escrow Fund to the Paying Agent.* The Sales Tax in the Escrow Fund shall be distributed as follows:

(i) Two Business Days prior to each Interest Payment Date or Principal Payment Date established pursuant to the Bond resolution(s) (each a "**Payment Date**"), the Escrow Agent shall transfer sufficient monies from the Escrow Fund to the Paying Agent (as defined in the Bond resolution) for deposit into the respective Bond Funds, to pay all principal of, interest and premium, if any, on the Bonds due on said Payment Dates.

(c) *Transfers from Escrow Fund to the Surplus Fund.* The Escrow Agent shall estimate the amount required to be paid by the City for debt service under the Bond resolution(s) during the next succeeding Fiscal Year (the "**Escrow Fund Requirement**") and shall transfer to the Surplus Fund the Sales Tax held in the Escrow Fund in excess of the Escrow Fund Requirement.

(d) *Transfers from Surplus Fund to the Park District.* The City, Park District and the Escrow Agent acknowledge that a portion of the Sales Tax received on behalf of the City may be transferred to the Park District for the purpose of paying Project costs or reimbursement to the Park District for prior Project expenditures. The Park District shall submit to the Escrow Agent a payment voucher and supporting documentation, in a form approved by the Escrow Agent. Upon receipt of said vouchers from the Park District, the Escrow Agent shall transfer to the Park District such amount of Sales Tax then held in the Surplus Fund.

(e) *Other Transfers from Surplus Fund.* The Sales Tax remaining in the Surplus Fund after the payments to the Park District provided for in Section 5(d) shall be retained and distributed at the direction of the City for the following purposes:

- (i) to redeem Bonds;
- (ii) to establish or restore the Bond reserve fund(s);
- (iii) to fund any shortfalls in the Bond Fund(s);
- (iv) pledged to debt service on additional Bonds;
- (v) to pay Project costs; and
- (vi) to any other purpose permitted by law.

**SECTION 6.** The Construction Fund shall be held and administered according to the following terms:

(a) *Deposits to Construction Fund.* The City shall deposit with the Escrow Agent the Bond proceeds described in the Bond resolution(s). The City and the Park District have no obligation hereunder to deposit any moneys in the Construction Fund or apply moneys to the cost of the Projects except proceeds of the Bonds.

(b) *Disbursements.* The moneys in the Construction Fund shall be held in trust by the Escrow Agent and applied to the payment of the costs of the Projects and costs of Bond issuance. From time to time, in response to a Certificate of Requisition submitted by the Park District to the Escrow Agent, the Escrow Agent will disburse funds in accordance with the terms of this Agreement to pay the costs of construction of the Projects, reimbursement to the City or Park District for payments made for Project costs and costs of Bond issuance (the "**Construction Draws**"). Provided, however, that the Escrow Agent may pay costs of issuance upon receipt of invoices without a voucher signed by an authorized officer. For each Construction Draw, the Park District shall submit to the Escrow Agent a Certificate of Requisition in the form attached to the Bond resolution(s), at least ten (10) days prior to the date on which the disbursement is requested. The Certificate of Requisition shall be signed by authorized officers of the Park District and be in form and detail reasonably satisfactory to the Escrow Agent. For purposes of complying with the requirements of this subsection, the Escrow Agent may conclusively rely and shall be protected in acting or refraining from acting upon any Certificate of Requisition received from the Park District, which may be submitted by facsimile or email. The Escrow Agent shall not be bound to make an investigation into the facts or matters stated in any Certificate of Requisition. The Escrow Agent shall not be responsible for determining whether the funds on hand in the Construction Fund are sufficient to complete the Projects. The Escrow Agent shall not be responsible to collect lien waivers.

(c) *Application of Balance.* As soon as practical after the Projects have been completed, as evidenced by a certificate signed by the City and the Park District, any balance remaining in the Construction Fund shall be transferred to the Escrow Fund.

**SECTION 7.** Any moneys held in the Escrow Fund, the Surplus Fund and the Construction Fund by the Escrow Agent may be invested or reinvested by the Escrow Agent, as directed in writing by the City, in investments eligible for investment of City funds under North Dakota law. Any deposit of monies with the Escrow Agent shall be either fully insured by insurance of the Federal Deposit Insurance Corporation or fully secured in the manner required by law for deposit of funds of the City. Any moneys held by the Escrow Agent may also be deposits in the Bank of North Dakota which, as provided by North Dakota Century Code Section 6-09-10, are guaranteed by the State of North Dakota. Any such deposit may be in an account maintained with the Escrow Agent or an affiliate of the Escrow Agent.

Such investments shall mature or be redeemable at the option of the Escrow Agent before the respective dates when moneys will be required for the purposes intended. The Escrow Agent shall invest and reinvest the moneys held by it so that the maturity date or date of redemption shall coincide as nearly as practicable with the times at which the money is needed.

**SECTION 8.** At least semi-annually, the Escrow Agent shall give a report to the City and Park District accounting for all funds received and disbursements made and the value of the Escrow Fund and the Surplus Fund as of such date. The Escrow Agent shall maintain customary records in connection with the exercise of its duties under this Agreement.

**SECTION 9.** At any time the Escrow Agent may apply to the City for instructions and may consult with the City's attorney or the Escrow Agent's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Escrow Agent shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Escrow Agent may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

**SECTION 10.** The City and Park District hereby agree to pay the reasonable fees and expenses of the Escrow Agent in connection with the performance of its duties under this Agreement including reasonable counsel fees.

**SECTION 11.** Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, ipso facto, be and become successor Escrow Agent hereunder and vested with all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In such event,

the Escrow Agent shall provide written notice to the City and Park District of any change in name and address of the Escrow Agent.

**SECTION 12.** This Agreement shall terminate when the Bonds have been paid in full under the respective resolution or other authorizing document; provided, however, that any money, funds, securities, or other property remaining on deposit in the Escrow Fund or the Surplus Fund shall, upon payment in full of the Bonds and the full satisfaction of this Agreement, forthwith be transferred, paid over and distributed to the City.

**SECTION 13.** The Escrow Agent undertakes to perform only the duties expressly set forth in this Agreement. The Escrow Agent shall not be bound by any waiver, modification, amendment, termination, cancellation or revision of this Agreement, unless the foregoing is in writing, signed by all the parties to this Agreement. The Escrow Agent shall perform any act ordered by a court of competent jurisdiction.

**SECTION 14.** The Escrow Agent may resign and be discharged from the duties and obligations under this Agreement at any time by giving no less than thirty (30) days written notice of such resignation to the parties herein, specifying the date when such resignation shall take effect. Thereafter, the Escrow Agent shall have no further obligation, except to hold the Escrow Fund and the Surplus Fund as depository. In the event of such resignation, the City and Park District agree that it will appoint a national or state bank with trust powers, trust company, or other qualified person as successor escrow agent within thirty (30) days of notice of such resignation. The Escrow Agent shall refrain from taking any action until such Escrow Agent has received written instructions from the City, designating the successor escrow agent. Upon receipt of such instruction, the Escrow Agent shall, as soon as all fees are received in full, promptly deliver all of the escrowed monies, investments, and securities to such successor escrow agent in accordance with such instructions. Upon receipt of the Escrow Fund and the Surplus Fund, the successor escrow agent shall be bound by all the provisions herein and shall promptly deliver a written instrument to the City and Park District detailing the terms in which the successor escrow agent agrees to be bound.

The Escrow Agent may be removed by the City at any time upon notice as provided in this Section. Notwithstanding the foregoing, the Escrow Agent may not be removed unless and until a successor escrow agent has been appointed as provided in this Section.

**SECTION 15.** All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below. The City, Park District and the Escrow Agent may, by written notice given by each to the other, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the City: City of Mandan  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554  
Attn: City Administrator

To the Park District: Mandan Parks & Recreation  
2600 46<sup>th</sup> Ave. SE  
Mandan, ND 58554  
Attn: Director

To the Escrow Agent: Bank of North Dakota  
1200 Memorial Highway  
Bismarck, ND 58504  
Attn: Trust Department

**SECTION 16.** If any one or more of the covenants or agreements to be performed by any of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

**SECTION 17.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**SECTION 18.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

*(remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**CITY OF MANDAN, NORTH DAKOTA**

Attest:

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

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

**PARK DISTRICT OF THE CITY  
OF MANDAN, NORTH DAKOTA**

Attest:

\_\_\_\_\_  
President, Board of Park Commissioners

\_\_\_\_\_  
Clerk

**BANK OF NORTH DAKOTA**  
Bismarck, North Dakota, as Escrow Agent

By \_\_\_\_\_

Title \_\_\_\_\_



**LOCAL PERMIT OR CHARITY LOCAL PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 17926 (10/2012)

Consent No. 3

Type:  Local Permit \*  Charity Local Permit

Permit Number  
2015-41

Name of Organization Knights Of Columus Council 2760		Date(s) Authorized (Read instruction 2)	
Contact Person Chris Helbling	Business Phone Number (701) 391-8226	10/2/2015 Beginning	to 10/2/2015 Ending
Mailing Address 100 3 St Ne	City Mandan	State ND	Zip Code 58554-0000
Site Name Mandan Eagles	Site Address 1400 Collins Ave		
City Mandan	State ND	ZIP Code 58554-0000	County Morton
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*			
Restriction:			
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.			
Date 8/7/2015	Signature of <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor	Printed Name of City or County Auditor Patrick B Haug	Auditor Telephone Number (701) 667-3250

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

cut along this line

**INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:**

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



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

2015-41

OK  
 8-7-15

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

Name of Non-profit Organization <i>Knight of Columbus Council 12760</i>		Date(s) of Activity <i>10-2-15 to 10-2-15</i>	
Person Responsible for the Gaming Operation and the Disbursement of Net Income <i>Chris Hebling</i>		Title	Business Phone Number <i>701-391-8226</i>
Business Address <i>St. Joseph Church 100 3rd St NE</i>	City <i>Mandan</i>	State <i>ND</i>	Zip Code <i>58554</i>
Mailing Address (if different) <i>SAME</i>	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Mandan Eagles</i>	Site Address <i>1400 Collins Ave, Mandan ND</i>		
City <i>Mandan</i>	State <i>ND</i>	Zip Code <i>58554</i>	County <i>Morton</i>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>50/50 Raffle</i>	<i>50% of collect money</i>	<i>-</i>			
Total:					\$(Limit \$12,000 per year)

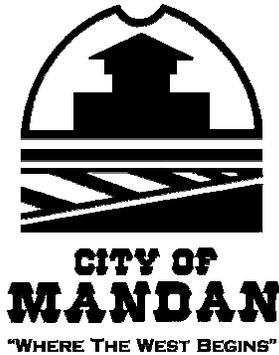
Intended uses of gaming proceeds: *Donation to church for projects*

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

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

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

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <i>8-7-15</i>	Title <i>Dep. Grand Knight</i>	Business Phone Number <i>701-391-8226</i>
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## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18,2015  
**PREPARATION DATE:** August 14, 2015  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Jeff Wright  
**PRESENTER:** Jeff Wright, Director of Public Works  
**SUBJECT:** Consider for approval the sale of the used water meters that were changed out during the Water Meter Replacement Project.

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**STATEMENT/PURPOSE:** Consider for approval the sale of the used water meters that were changed out during the Water Meter Replacement Project.

**BACKGROUND/ALTERNATIVES:** We received bids for buying the old meters that were not compatible with the new water meter reading system installed last year. We had three bidders, Bay Metal, Inc., Richfield, OH, Skinner’s Roll-Off and Recycling, Mandan, and Global Meter, Houston, TX. Bay Metal, Inc. was the highest overall bid for the various sized meters.

The various sized meters will now be separated and weighed based on the sizes indicated on the bid tab attached. The estimated weight bid was 10,000 lbs. for meters 1” and under, and 10,000 lbs. for meters 1-1/2” and 6”.

**ATTACHMENTS:** Bid Tab.

**FISCAL IMPACT:** Funds received from the sale will be turned back to the Utility Fund.

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** N/A

**RECOMMENDATION:** Recommend approval of the sale of the used water meters that were changed out during the Water Meter Replacement Project to Bay Metal, Inc.

**SUGGESTED MOTION:** Move to approve the sale of the used water meters that were changed out during the Water Meter Replacement Project to Bay Metal, Inc.

Board of City Commissioners

Agenda Documentation

Meeting Date: August 18, 2015

Subject: Consider for approval the sale of the used water meters that were changed out during the Water Meter Replacement Project.

Page 2 of 2

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### Bid Tab

#### SALE OF USED WATER METERS

BID OPENING, August 11, 2015, 4:00PM

##### BID NUMBER 1

BAY METAL, INC.  
RICHFIELD, OH

5/8-1" BRASS METERS  
1-1/2-6" BRASS METERS

\$0.68/LB  
\$1.20/LB  
\$18,800.00

TOTAL

##### BID NUMBER 2

SKINNER'S ROLL OFF, INC  
MANDAN, ND

5/8-1" BRASS METERS  
1-1/2-6" BRASS METERS

\$0.75/LB  
\$0.70/LB  
\$14,500.00

TOTAL

##### BID NUMBER 3

GLOBAL METERS  
HOUSTON, TX

5/8-1" BRASS METERS  
1-1/2-6" BRASS METERS

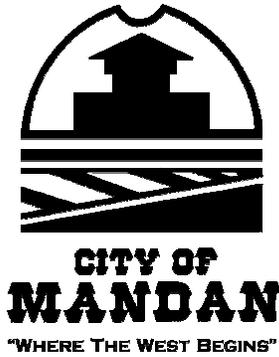
\$0.72/LB  
\$0.85/LB  
\$15,700.00

TOTAL

1. Various Meters to be separated at the Public Works Yard.
2. Separated Meters to be weighed at the Mandan Landfill.
3. Shipping of Meters to be the responsibility of the Bidder.
4. Bids will be awarded to one buyer based on best overall combined bid for the various sized brass meters.
5. Meters must be removed from Public Works Yard by September 4, 2015.

I recommend awarding the sale of used water meters to Bay Metal, Inc.

  
Jeff Wright, Public Works Director



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 14, 2015  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Grant Application, Improvements Mandan Depot and Beanery

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STATEMENT/PURPOSE: Consider approval to submit Cultural Heritage Grant Application for improvements to the Mandan Depot and Beanery.

BACKGROUND/ALTERNATIVES: The entrance doors to the Mandan Depot and Beanery are not original and in need of replacing with a more historically accurate and energy efficient style. The doors are failing and difficult to open, close and lock. An improvement project is currently underway for the Beanery with insulation, brick work, exterior painting and window improvements. In addition to the entrance doors, this application requests the four double hung roundtop windows and one round top window above the entrance be restored and add insulated permanent storm units. This will assist with heating and cooling costs.

If grant funding is approved, project timeline would be as follows:  
January 2016 – Complete drawings and specs for final pricing  
February 2016 – receive bids  
March 2016 – award project  
Summer 2016 – complete improvements

ATTACHMENTS: grant application

FISCAL IMPACT: Schedule a Visitors Committee meeting to consider recommendation to the Commission for matching funds, \$30,000.

STAFF IMPACT: minimal

LEGAL REVIEW: n/a

Board of City Commissioners

Agenda Documentation

Meeting Date: August 18, 2015

Subject: Grant Application, Improvements Mandan Depot and Beanery

Page 2 of 8

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RECOMMENDATION: I recommend approval of the application for Cultural Heritage Grant Application.

SUGGESTED MOTION: I move to approve the application for Cultural Heritage Grant.

**Cultural Heritage Grant Application Form**

**Project Name:** Mandan Depot and Beanery – Doors & Windows

Grant Category (see page 2 of the application to determine which category best describes your project)

Exhibits    Special Project    Education    Collections    Capital Improvements

**Organization Name:** City of Mandan

**Contact Person:** Jim Neubauer

**Address:** 205 2nd Ave NW

**City:** Mandan      **State:** ND      **Zip:** 58554

**Business Phone:** 701-667-3214      **Fax #:** 701-667-3223

**E-mail Address:** jneubauer@cityofmandan.com      **Federal ID#:** \_\_\_\_\_

Grant Funds Requested    \$ 20,000.00

Matching Funds            \$ 30,000.00

Total Project              \$ 50,000.00

**Certification**

The applicant hereby certifies:

1. That to the best of the applicant's knowledge the information contained in this application is accurate and complete, and the application has been duly endorsed by the local governing body appropriate for the applicant.
2. That the applicant acknowledges that prior to any disbursement of grant funding a contractual agreement will be drafted and signed by the applicant and the State Historical Society of North Dakota, specifying detailed terms and conditions to include compliance with all federal, state and community licensing, permits, laws, and regulations.
3. That the applicant is officially recognized as having a non-profit status by the IRS and agrees to verify that status at the time of application or is a legally organized subsidiary of a tribal, city, or county governments.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Name and Title (printed) Jim Neubauer, City Administrator

#### **GRANT APPLICATION CRITERIA**

*A maximum of 100 points will be awarded for the total of the following six sections.  
Please number your responses to correspond to the pertinent section being addressed.*

##### **Section 1 – Project Narrative (10 total points for this section)**

1. Description of project (what is the project, and where will the project be located?)
2. What specifically will the project encompass? (include plans, drawings, maps relating to the project)
3. Has this property been affected by a natural disaster?
4. What is the projected time line for the proposed project?

Project will be working with the City of Mandan for exterior improvements to the Historic Depot and Beanery buildings located at 411 West Main Street, Mandan, ND.

Currently we are in the process of making exterior improvements on the Beanery Building this fall using grant funds from the NDDOT and City of Mandan matching funds and additional funds to complete the following:

- restoration of existing double-hung windows
- cleaning and tuckpointing brick
- adding insulation to the attic to reduce heating and cooling costs
- adding new thermal storm windows over the restored existing double hung to reduce heating and cooling costs.

We would like to start this same restoration work on the Depot. This grant would be allocated funds for the following: (see following sheet for photos of the proposed work)

- Beanery Building – new entrance door. Current door is not original and is in need of replacing with a more energy efficient style, that would be more historically accurate.
- Depot Building:
  - New pair of entrance doors on the NORTH. Current doors are not original and in need of replacing with a more energy efficient style, that would be more historically accurate. Also doors are failing, hard to open, close, lock.
  - New pair of doors on the SOUTH. Current doors are not original and in need of replacing with a more energy efficient style, that would be more historically accurate. Also doors are failing, hard to open, close, lock.
  - Due to budget constraints we probably will need to do the windows as funds become available, so for this application we are requesting the north four (4) double hungs with roundtop windows and one round top above the entrance to be restored and add insulated permanent storm units. This will reduce heating and cooling costs.
- These improvements will reduce the overall operating budget for these properties reducing heating and cooling as well as maintenance costs.

The property has not been affected by a natural disaster.

The project timeline would be as follows:

January 2016	complete drawings and specs for final pricing
February 2016	receive bids from local contractors who can do the work
March 2016	award project
Summer 2016	complete the improvements.



**Photo: North Entrance at Depot**

New pair of main entrance doors on north side of depot building. Research to be completed to determine best look and materials to match historical guidelines.

4 refurbished double hungs with round tops on south side



**Photo: South Entrance at Depot**

New pair of doors on south side of depot building. Research to be completed to determine best look and materials to match historical guidelines.



**Photo: South Entrance at Beanery**

New entrance door to beanery building. Research to be completed to determine best look and materials to match historical guidelines.

**Section 2 - Project's Relevance to North Dakota History (50 total points for this section)**

1. How will the project create an 'experience' and/or a 'product' that will enhance the understanding and appreciation of North Dakota heritage and culture?
2. How does the proposed project integrate with existing or planned projects and activities by other local and/or regional groups? (is this a one-time event or ongoing?)
3. Describe how the project will benefit the community, region and/or state (i.e., economic, educational, other).
4. What is the project's importance to the local area and how is it tied to the heritage of North Dakota? List all people involved and their responsibilities.

This project will help preserve two notable buildings and historically significant properties in the City of Mandan. These facilities and the surrounding grounds are used extensively for gatherings and events.

A short history of the buildings:

When a new depot was built in Bismarck, local business leaders lobbied the Railroad to replace the Mandan depot. A major fire in June 1920, caused by defective electrical wiring, destroyed the entire wood second story of the building. Furniture, tickets and records were rescued from the first floor, but the contents of the telegraph, yardmaster, roadmaster and trainmaster offices on the second floor were completely destroyed. Temporary offices were set up in extra caboose cars parked on sidings east of the beanery. Since the Railroad was losing money at the time, it decided just to rebuild the second floor with a very plain design. After receiving a new coat of paint, the line operated with this depot until 1929. Chief Engineer Howard Stevens made a bold move and proposed replacing the existing lunchroom and depot with a series of 3 buildings based on a brick colonial design.

For a bid price of \$61,342, the Steen Company of Grand Forks built the current depot. It was constructed just north of the old one. After the dedication in February 1930, the old depot and lunchroom were demolished and new tracks and a platform were built in its place.

Only the depot and beanery were ever built, with the railroad opting to move the offices destined for the third building to open space in an existing freight house south of Main Street. After the final passenger train service was terminated in 1979, buildings were turned over to the City. In 1992, both the depot and beanery were remodeled and subsequently leased to area business. The depot is currently occupied by Five Nations Galley & Gift and the Fort Abraham Lincoln Foundation.

In July 2008, the Mandan Historical Society moved its museum to a larger space in the west end of the former lunchroom/beanery building. Other joint tenants of the building include the Mandan Progress Organization and the Mandan Art Association.

This project is part of the long range plan to maintain these 2 facilities and keep this location as a destination for annual activities and a historic plaza to expand the experience for those that visit the site and tourists that come to experience North Dakota. The Depot and Beanery sites along with a Heritage Plaza that is in the planning create a tourist and city hub where history, cultural, and interpretive information will be presented for all to enjoy.

The project benefits the city and local area economically by assisting with making energy improvements to reduce annual expenses for heating and cooling, and reduces long-term maintenance costs. The site is an educational experience and is also a focal point for many local and regional activities.

Those involved with this location: City of Mandan, Mandan Heritage Plaza, Mandan Progress Organization, Mandan Art Association. Also the NDDOT has contributed funds and assisting with interpretive panels and its connection the transportation history in the area.

**Section 3 - Financial & Budget Description (20 total points for this section)**

1. What is the overall cost of the proposed project?
2. List all sources and amounts of cash funding or in-kind contributions.
3. How will the grant funds be invested in the project?
4. How will local matching funds be invested in the project?
5. Are grant funds from this program critical to the project's overall funding package? Are the funds secure or pending? Please provide verification of availability of matching funds (verification of a monetary match is required prior to disbursement of funds).
6. Are these grants crucial for the completion of the project?
7. Indirect costs (i.e., grant administration fees cannot be paid by grant funds; however, the value can be used as a match).
8. Donated time for in-kind will be valued at \$15/per hour or as documented for professional services.

**Note:** A Budget Summary form of how the grant funds will be invested, and a description of the local match, and other funding is required for this section. See attached "Budget Worksheet" form on page 10.

The overall cost of the proposed partial exterior improvements is \$50,000, as listed on the attached budget sheet. This grant is to request \$20,000, with the City of Mandan matching \$30,000 to work towards needed energy upgrades to Depot and Beanery. Currently the City of Mandan is in the construction phase of a \$220,000 project on the Beanery, and are working towards the next steps to finish the entrance on the Beanery, and start door and window work on the Depot. The grant funds are critically to keep the exterior repairs continuing. With the escalating construction costs in the area, more funds are needed to complete the work and this grant would help with the much needed improvements.

**Section 4 - Project Administration (15 total points for this section)**

1. Who is the project applicant? (name of entity making grant application)
2. Who will manage the project? (name of entity, and/or individual responsible for overall project management)
3. Provide verification of IRS non-profit status for applicant.
4. How will short and long-term operation and maintenance costs be financed?
5. Could a portion of the project be completed if the grant award is less than the request?

Applicant: The City of Mandan

Project Management: The City of Mandan with assistance from Hepper Olson Architects.

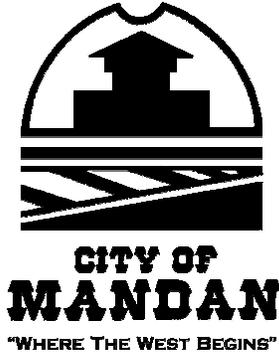
Yes a portion of the project could be completed if project was only partially funded.

**Section 5 - Publicity (5 total points for this section)**

Describe how the applicant will publicly recognize the North Dakota Legislature and the State Historical Society for grant funding received in your advertising/marketing plan.

News release of award of funds and completion of project will acknowledge the grant award. Project sign to be posted at the project site during the course of the exterior improvements.





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 13, 2015  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Missouri River Stakeholders

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STATEMENT/PURPOSE: Consider designating a representative to attend the organizational meeting for Missouri River issues.

BACKGROUND/ALTERNATIVES: Since the flood of 2011, I have become more involved in Missouri River issues more specifically the Missouri River Leadership Committee. As part of the committees efforts a Missouri River Coordinator and supporting project team were hired to manage the implementation of the stakeholders group vision. Many outreach efforts and two workshops were held to determine paths forward for a grassroots driven Missouri River related organization. One of the outcomes was to identify stakeholder organizations that may want to serve as members of the newly forming board. Along with several specific organizations, it was recommended that up to five representatives from counties representing Lake Sakakawea, Lake Oahe, and the free flowing reach of the Missouri River below the Garrison Dam be added. Some of those representatives could be county, water board, or city officials.

ATTACHMENTS: Letter from State Water Commission

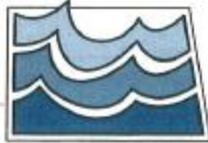
FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend to designate Jim Neubauer, or if a commissioner has a willingness to serve, as the cities representative to attend the organization meeting and if asked willing to serve on the board of a newly formed organization.

SUGGESTED MOTION: I recommend designating Jim Neubauer, or if a commissioner has a willingness to serve, as the cities representative to attend the organization meeting and if asked willing to serve on the board of a newly formed organization.



## North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850  
701-328-2730 • TTY 800-366-6888 • FAX 701-328-3696 • INTERNET: <http://swc.nd.gov>

July 27, 2015

Dear County or City Official:

Over the course of the last few years, and following the floods of 2011 in particular, there has been renewed interest among Missouri River stakeholders to establish some type of grassroots organization in the Missouri River Basin. After several meetings with local Missouri River interests (which temporarily has been termed the Missouri River Stakeholders), a leadership committee was created to guide efforts for a path forward.

The leadership committee recommended the hiring of a Missouri River Coordinator and a supporting project team to manage the day-to-day implementation of the stakeholder group's vision. The Leadership Committee and Project Team members are listed in an attachment for your reference.

The Missouri River Coordinator (Mr. Ryan Norrell) and the Project Team were asked to conduct outreach efforts throughout the state, and to conduct two workshops – one in the fall of 2014 and the other in the spring of 2015. Both workshops were attended by over 100 stakeholder groups and individuals; representing a broad spectrum of Missouri River issues and interests. The purpose of the workshops was to discuss potential paths forward for a grassroots driven Missouri River-related organization.

One of the outcomes of the second workshop was to identify stakeholder organizations that may want to serve as members of the newly forming board. Along with several specific organizations, it was recommended that up to five representatives from counties representing Lake Sakakawea, Lake Oahe, and the free flowing reach of the Missouri River below Garrison Dam be added. Some of those representatives could be county, water board, or city officials. ***For that reason, we are respectfully requesting that you designate a representative to attend the organizational meeting on August 25, 2015, from 1:00 PM to 5:00 PM (Central) at the Ramada Hotel in Bismarck.***

At that meeting, representatives from counties and cities will be asked to determine who would be willing to serve on the board in the future. Please RSVP with your designee who will be attending (or regrets if you choose not to participate in this effort) to the Planning and Education Division of the State Water Commission at (701) 328-2782 or email Jessie Wald at [jessiewald@nd.gov](mailto:jessiewald@nd.gov).

For your reference, the North Dakota Missouri River Stakeholders Final Report, that was approved by the Missouri River Joint Board, is available via the Water Commission and Joint Board websites at [www.swc.nd.gov](http://www.swc.nd.gov) or [mrjwb.weebly.com](http://mrjwb.weebly.com). The report includes a summary of workshop outcomes and recommendations.

JACK DALRYMPLE, GOVERNOR  
CHAIRMAN

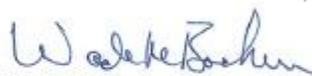
TODD SANDO, P.E.  
CHIEF ENGINEER AND SECRETARY

On behalf of the North Dakota State Water Commission, the Missouri River Joint Water Board, and the Missouri River Stakeholders Leadership Committee, we sincerely appreciate your consideration of this request to participate in this effort. And we look forward to seeing you or your designee at the first board meeting of this newly forming organization.

Sincerely,



Todd Sando, P.E.  
State Engineer & Chief Engineer-Secretary  
North Dakota State Water Commission



Wade Bachmeier  
Chairman  
Missouri River Joint Water Board



Ken Roysce  
Chairman  
Missouri River Stakeholders Leadership Committee

## Leadership Committee

Wade Bachmeier  
wade@btinet.net  
701-400-4251

Duane DeKrey  
duaned@daktel.com  
701-652-5170

Terry Fleck  
tfleck@attitudedr.com  
701-223-9768

Pat Fridgen  
Pfridgen@nd.gov  
701-328-4964

Michael Gunsch  
mgunsch@houstoneng.com  
701-527-2134

Dave Koland  
davek@daktel.com  
800-532-0074

Mary Massad  
mmassad@swwater.com  
701-225-0241

Jim Neubauer  
JNeubauer@cityofmandan.com  
701-667-3214

Bill Ongstad  
Bill.Ongstad@gmail.com  
701-341-2937

Ken Royse  
Ken.Royse@Bartwest.com  
701-202-5459

Ron Sando  
RKSando1@aol.com  
701-226-5038

Jean Schafer  
JeanS@bepc.com  
701-400-5814

Chris VandeVenter  
cvandeventer@bepc.com  
701.557.5416

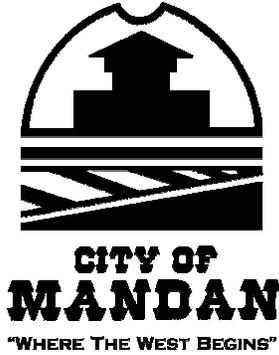
## Project Team

Mike Dwyer  
mdwyer@ndwaterlaw.com  
701-223-4615

Ryan Norrell  
rmnorrell@gmail.com  
701-223-4615

Jackie Nye  
waterone@btinet.net  
701-223-4615

Lance Yohe  
tbslance@gmail.com  
701-371-8246



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 14, 2015  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Appointments to Mandan Visitors Committee

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STATEMENT/PURPOSE: Consider appointments to the Mandan Visitors Committee

BACKGROUND/ALTERNATIVES: The Mandan Visitors Committee is a five member committee that considers requests for funds pursuant to North Dakota Century Code:

40-57.3-02. City visitors' promotion fund - City visitors' promotion capital construction fund - Visitors' committee - Establishment - Purpose.

The governing body of any city which imposes a city tax pursuant to section 40-57.3-01 or 40-57.3-01.1 shall, as appropriate, establish a city visitors' promotion fund, a city visitors' promotion capital construction fund, and a visitors' committee. The visitors' committee shall serve as an advisory committee to the city governing body in administering the proceeds from the taxes available to the city under this chapter. The moneys in the visitors' promotion fund must be used generally to promote, encourage, and attract visitors to come to the city and use the travel and tourism facilities within the city. The moneys in the visitors' promotion capital construction fund must be used generally for tourism or the purchase, equipping, improving, construction, maintenance, repair, and acquisition of buildings or property consistent with visitor attraction or promotion.

The Committee has not met since April 2013 as there have no further requests for funds.

Minutes from the April 2013 meeting state:

*Admin Neubauer indicated Dave MacIver had stepped of the committee a while back, in addition Wally Joersz and Jim Mellon have indicated a desire to step down. We did advertise for open positions, we have interested parties in Zach Dosch, Terry Kraft, Ray Morrell, Mike Offerdahl, Lee Pierce and Tim Helbling.*

*Jim Mellon motioned to recommend to the city commission Zach Dosch, Terry Kraft and Lee Pierce be appointed to the Visitors Committee. Shannon Gangl seconded the motion. Motion passed unanimously.*

Since that time, Mr. Dosch, Mr. Morrell and Mr. Offerdahl no longer either have their place of business or reside in Mandan. Therefore, would recommend Mr. Kraft, Ms. Pierce and Mr. Helbling be appointed.

Mr. Kraft lives and has his business (American Family Insurance) location within Mandan, in addition is a former longtime Mandan Park Board member.

Ms. Pierce lives and works for Al Fitterer Architects in Mandan, and has been involved in numerous building projects in Mandan and is a former Mandan Tomorrow Committee member.

Mr. Helbling lives and is part owner in Corral Sales, etc., former Park Board member, City Commissioner and Mayor.

Longtime members, Wally Joersz, Jim Mellon, and Dave MacIver resigned stating their 20 plus years should be adequate and it's time for some new folks. Jay Feil, has changed his work location to Bismarck and thus look for his replacement. We express our thanks for their years of commitment to this committee and involvement in numerous projects.

We anticipate a funding request related to the Mandan Depot and Beanery along with entrance signs into the city in the near future and thus a desire to move such appointments forward.

ATTACHMENTS: n/a

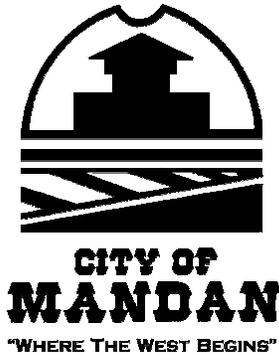
FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: The Mandan Visitors Committee recommends the appointment of Terry Kraft and Lee Pierce to four year appointments along with Tim Helbling. In addition Shannon Gangl, who is currently a member, would be appointed to a two year term. These appointments would bring the committee to 4 members and would begin advertising for a 5<sup>th</sup> member.

SUGGESTED MOTION: I move to approve the Mandan Visitors Committee recommended appointments of Terry Kraft and Lee Pierce to four year appointments along with Tim Helbling, in addition reappoint Shannon Gangl to a two year term to the Mandan Visitors Committee. In addition we would begin soliciting for one open position to a two year term.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18,2015  
**PREPARATION DATE:** August 14, 2015  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Jeff Wright  
**PRESENTER:** Jeff Wright, Director of Public Works  
**SUBJECT:** Consider for approval the Emergency Generator project for south side booster station and communications tower.

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STATEMENT/PURPOSE: Consider for approval the Emergency Generator project for south side booster station and communications tower.

BACKGROUND/ALTERNATIVES: FEMA approved the Emergency Generator Project at the Plainview area water booster station and Communications Tower on August 7, 2015. The project has been waiting for the FEMA approval and the completion of the Morton County Hazard Mitigation Plan.

A permanent generator would be installed at the south side reservoir site and would provide potable water to all residents in the Plainview area and provide backup power for emergency communication during any power outages.

The project cost is estimated at \$266,577, Federal funding is 75% or \$199,933, State funding is 10% or \$26,658, and Local funding is 15% or \$39,986. Project timeline is August 7, 2015 to August 7, 2016. Approval from the Commission will allow us to move forward with the bidding process and awarding a contract to install and integrate with existing facilities.

ATTACHMENTS: N/A

FISCAL IMPACT: Local share is \$39,986 or 15% of project and would be supported by the Utility Fund.

STAFF IMPACT: N/A

LEGAL REVIEW: Malcolm has reviewed the FEMA documentation.

RECOMMENDATION: Recommend approval of the Emergency Generator project for south side booster station and communications tower.

SUGGESTED MOTION: Move to approve the Emergency Generator project for south side booster station and communications tower.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 12, 2015  
**SUBMITTING DEPARTMENT:** Finance  
**DEPARTMENT DIRECTOR:** Greg Welch, Finance Director  
**PRESENTER:** Jim Lawler, Airport Manager  
**SUBJECT:** Mandan Airport Authority's 2016 Budget

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#### PURPOSE

To consider the Mandan Airport Authority's 2016 Budget.

#### BACKGROUND

The Mandan Airport Authority manages the local airport facility. The Authority's five member board is appointed by the City Commission. The Authority is fiscally dependent upon the City because the City Commission levies taxes and must approve any debt issuances. The Authority is reported as a component unit in the City of Mandan's audited financial statements.

The Authority's Board approved the 2016 Budget on July 20, 2015. The City's Budget and Finance Committee met with the Airport Manager on July 23, 2015 to review and discuss the Airport's 2016 Budget.

#### ATTACHMENT

Mandan Airport Authority's 2016 Budget

#### FISCAL IMPACT

The City of Mandan has included the following revenues for the Mandan Airport Authority in the City's 2016 Budget:

- Property Taxes (4 Mills) = \$262,750
- Delinquent Taxes = \$4,400
- Electric Taxes = \$200
- Mobile Home Taxes = \$3,250
- State Aid Distribution = \$5,600
- Disabled Veterans Credit = \$1,750

- Homestead Credit = \$4,650
- Total = \$282,600

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

To consider the Mandan Airport Authority's 2016 Budget.

SUGGESTED MOTION

Move to consider the Mandan Airport Authority's 2016 Budget.

# Mandan Airport Authority 2016 Budget

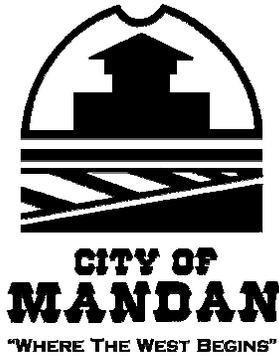
	Jan - Dec 16
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
800.31.101 Property Tax	\$ 277,850
800.34.418 Fuel Sale	\$ 375,000
800.34.418 Jet Fuel	\$ 65,000
800.36.602 Hangar Rent	\$ 108,000
800.36.602 Land Lease	\$ 11,000
<b>Total Income</b>	<b>\$ 836,850</b>
<b>Gross Profit</b>	<b>\$ 836,850</b>
<b>Expense</b>	
<b>51001 Payroll Expenses</b>	
51001 Payroll	\$ 72,000
Health	\$ 7,020
Pension	\$ 5,800
Social/Medicare	\$ 5,500
Term Life	\$ 50
Unemployment	\$ 70
Workers Comp	\$ 620
<b>Total 51001 Payroll Expenses</b>	<b>\$ 91,060</b>
<b>52001 Fees &amp; Services Charges</b>	
Audit Fees	\$ 800
Garbage	\$ 700
Legal Fees	\$ 2,500
Postage Fees	\$ 800
Web Page	\$ 500
<b>Total 52001 Fees &amp; Services Charges</b>	<b>\$ 5,300</b>
<b>53001 Insurance</b>	
Automobile	\$ 500
Building	\$ 1,400
Fuel Tank	\$ 500
Inland Marine	\$ 2,500
Liability	\$ 2,400
<b>Total 53001 Insurance</b>	<b>\$ 7,300</b>
<b>55001 Travel &amp; Training</b>	
Mileage	\$ 6,000
55001 Travel & Training - Other	\$ 2,000
<b>Total 55001 Travel &amp; Training</b>	<b>\$ 8,000</b>
<b>56001 Utilities</b>	

# Mandan Airport Authority 2016 Budget

	Jan - Dec 16
Cable TV	\$ 700
Electric	\$ 15,000
Propane	\$ 6,000
Telephone	\$ 4,500
Water	\$ 1,600
<b>Total 56001 Utilities</b>	<b>\$ 27,800</b>
<b>57001 Publishing &amp; Printing</b>	
Advertising Other	\$ 2,500
Legal Notices	\$ 250
<b>Total 57001 Publishing &amp; Printing</b>	<b>\$ 2,750</b>
<b>58001 Dues and Subscriptions</b>	
	\$ 2,000
<b>59001 Supplies &amp; Maintenance</b>	
AWOS Maintenance	\$ 1,000
Diesel Fuel	\$ 5,000
Electrical Supplies	\$ 2,000
Equipment Maintenance	\$ 5,000
Fly In	\$ 2,000
Gas, Oil, Grease	\$ 500
Grounds Supplies	\$ 9,000
Miscellaneous Supplies	\$ 500
Office Supplies	\$ 3,000
Runway Deicer	\$ 10,000
Safety	\$ 1,000
Shop Supplies	\$ 1,000
Signage	\$ 1,000
Small Tools	\$ 2,500
<b>Total 59001 Supplies &amp; Maintenance</b>	<b>\$ 43,500</b>
<b>60001 Repairs &amp; Maintenance</b>	
Asphalt	\$ 15,000
Building Repairs	\$ 2,500
Electrical	\$ 1,000
Equipment Repairs	\$ 4,000
Fire Ext.	\$ 350
Plumbing & Septic System	\$ 1,500
<b>Total 60001 Repairs &amp; Maintenance</b>	<b>\$ 24,350</b>
<b>59002 Airplane Fuel</b>	
Avgas	
Bank Fees	\$ 5,000
Avgas - Other	\$ 300,000
<b>Total Avgas</b>	<b>\$ 305,000</b>
Fuel System	\$ 25,000

# Mandan Airport Authority 2016 Budget

	Jan - Dec 16
Jet Fuel	\$ 45,000
Split Load Fuel	
Total 59002 Airplane Fuel	\$ 375,000
62001 Capitol Outlay	
Machinery and Equipment	\$ 50,000
Total 62001 Capitol Outlay	\$ 50,000
62001 New Construction	
Total 62001 New Construction	\$ -
63001 Debt Service	
Interest Revenue Bonds	\$ 29,000
Total 63001 Debt Service	\$ 29,000
64001 Misc	
Possessory Leasehold Tax	\$ 14,000
Total 64001 Misc	\$ 14,000
Principal Revenue Bonds	\$ 81,500
Total Expense	\$ 761,560
Net Ordinary Income	\$ 75,290
Other Income/Expense	
Other Income	
800.33.301 Federal Grants	\$ 1,200,000
800.33.303 State Aid	\$ 60,000
Total Other Income	\$ 1,260,000
Other Expense	
FAA Grant	\$ 1,200,000
State Grant	\$ 60,000
Airport Match	\$ 60,000
Total Other Expense	\$ 1,320,000
Net Other Income	\$ (60,000)
Net Income	\$ 15,290



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 13, 2015  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Consultant Recommendation for GIS Services

**STATEMENT/PURPOSE:** To approve of city staff's recommendation to negotiate an agreement with AE2S for their assistance in overhauling our Geographical Information System (GIS)

**BACKGROUND/ALTERNATIVES:** Mandan's existing GIS is web-based, view only, and limited in functionality. Currently, city staff forwards on CAD drawings sent to us by the developer's engineers for any new development to a consultant who in turn updates our web-based GIS system for our viewing. In addition to the limited functionality, control, and information available; there are many concerns with the accuracy of the information that is available. It is common for the public works department to study either our existing GIS or record drawings only to discover in the field that utilities aren't necessarily where they are shown to be on the drawings. For the property/parcel information, city staff relies on a separate web-based interactive map, managed by Morton County and available to the public, to retrieve. Staff goes back and forth between several maps daily for information which is not as efficient as having all of our info on one source map.

In order to create a new system the city can rely on for years to come, staff believes it is necessary to hire a consultant to lead with their GIS expertise and supplemental staff in order to be successful in this effort. We advertised for proposals earlier this year. From those proposals, we went from fourteen down to five firms that we invited in to interview. After the interviews, the panel felt as though the decision was down to three, and that references should be contacted before getting together to recommend one. After many references were contacted, all of which had positive remarks about the firm they had experience with, the selection committee got together once more and after some discussion came to a consensus of recommending to hire AE2S for this effort. Part of the discussion was an acknowledgement that AE2S has historically and currently is working with the city on many projects including masterplans for all of our water and wastewater systems, and more specifically at the moment AE2S is under contract for construction

engineering and inspecting services for our Wastewater Optimization project as well as a Water Treatment Plant Intake study. Though this was acknowledged by all selection members, it was still decided that their proposal and interview was the strongest and it would be best for the city to recommend hiring AE2S for this effort.

It is expected that the project tasks be split between the remainder of 2015 and 2016. The amount of what can be done in 2015, especially in regards to data collection, will be weather dependent.

If commission approves of negotiating with AE2S for this service, staff will work with AE2S the following week to create a contract to bring to commission for approval.

**Expected schedule of project milestones is as follows:**

- Recommend Selection to City Commission: August 18, 2015
- Contract for services to City Commission: September 1, 2015
- Start Project: September 2015
- Complete Project: 2016

**ATTACHMENTS:**

1. Proposal Rankings
2. Interview Scores

**FISCAL IMPACT:** \$535,000 is budgeted for an improved GIS within the capital improvements plan. Through RFP effort however, staff believes we can save on that with a collaborate effort between city and AE2S staff.

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** Approve recommendation to negotiate with AE2S for assistance with GIS improvements.

**SUGGESTED MOTION:** I move to approve recommendation to negotiate with AE2S for assistance with GIS improvements.

Board of City Commissioners

Agenda Documentation

Meeting Date: August 18, 2015

Subject: Consultant Recommendation for GIS Services

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1	AE2S	AE2S	AE2S	AE2S	AE2S	WSB/Sambatek
2	Ulteig	Houston Engineering	Ackerman Estvold	Ulteig	Ulteig	Ulteig
3	Bartlett & West	Ulteig	Stantec	Ackerman Estvold	Ackerman Estvold	Ackerman Estvold
4	Houston Engineering	Wenck	Houston Engineering	Houston Engineering	Cloudpoint/Toman	Cloudpoint/Toman
5	Cloudpoint Geographics	Ackerman Estvold	Ulteig	Wenck	Pro West	Pro West
6	Keitu Engineering	Cloudpoint	Bartlett & West	Keitu Engineering	Quartic	Quartic
7	Stantec	Stantec	Wenck	Stantec	Superior	Superior
8	Langan, Holly Beck	Keitu Engineering	Langan, Holly Beck	Pro West	HEI	HEI
	Ulteig			5		
	Houston Engineering			5		
	AE2S			4		
	Ackerman Estvold			4		
	Stantec			4		
	Cloudpoint			3		
	Keitu Engineering			3		
	Wenck			3		

INTERVIEW SCORES

Firm	Evaluator	Weight	Ack-Estivold						AE2S						Houston					
			1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6
C	1) Related Experience	0.15	8	2	7	6	7	7	8	8	9	8	9	8	7	8	8	8	8	8
R	2) Project Basic Understanding	0.10	8	2	7	7	8	8	8	10	9	8	8	9	8	9	8	6	8	9
I	3) Proposed Approach	0.15	7	3	7	7	8	8	8	9	8	8	8	7	7	8	8	8	7	8
T	4) Staff Qualifications	0.12	7	6	8	8	7	8	9	9	8	9	8	8	9	8	8	8	9	
E	5) Location of Staff Performing Work	0.11	7	7	8	7	9	6	8	10	9	8	8	9	8	10	8	8	8	9
R	6) Willingness to Meet Time and Budget	0.12	7	7	8	7	7	10	9	10	8	8	9	10	6	10	9	9	8	10
I	7) Demonstration	0.25	5	2	7	7	7	8	10	8	9	9	8	6	9	8	7	8	9	
A			6.75	3.78	7.35	6.97	7.59	7.50	8.12	9.43	8.48	8.25	8.64	8.30	6.96	8.93	8.12	7.67	7.85	8.82

Ave.= 8.06

Ave.= 8.54

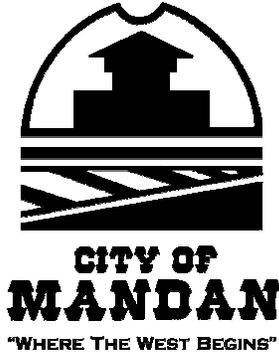
Ave.= 7.23

Firm	Evaluator	Weight	Stantec						Ulteig					
			1	2	3	4	5	6	1	2	3	4	5	6
C	1) Related Experience		7	2	8	7	7	6	8	8	9	8	8	9
R	2) Project Basic Understanding		8	2	8	5	7	9	8	9	9	7	8	9
I	3) Proposed Approach		8	2	7	7	6	8	8	8	8	7	9	8
T	4) Staff Qualifications		8	7	8	8	7	7	8	9	9	7	9	9
E	5) Location of Staff Performing Work		7	4	8	8	8	6	8	10	9	8	9	9
R	6) Willingness to Meet Time and Budget		8	8	9	8	9	10	7	10	8	7	8	10
I	7) Demonstration		8	6	7	7	8	7	8	10	8	6	9	8
A			7.74	4.54	7.72	7.15	7.45	7.45	7.88	9.18	8.48	7.01	8.63	8.72

Ave.= 8.32

Ave.= 8.32

Ave.= 7.5



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 13, 2015  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Engineering & Planning Director  
**SUBJECT:** Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2015-12(Lakewood 8<sup>th</sup> Addition).

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

**BACKGROUND/ALTERNATIVES:** The Lakewood 8<sup>th</sup> Addition plat is located between 34<sup>th</sup> Avenue SE and 40<sup>th</sup> Avenue SE. The proposed utilities only serve the developer of the benefiting land; therefore, this is being paid for under a 3-way agreement. The developer has negotiated a price to install this infrastructure with Basaraba Excavating and Dirt Works, LLC in the amount of \$754,340. A letter of credit has been secured for the project.

**ATTACHMENTS:**

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

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

**STAFF IMPACT:** Minimal

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

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

Board of City Commissioners

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Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2015-12(Lakewood 8<sup>th</sup> Addition).

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SUGGESTED MOTION: I move to approve the resolution approving the plans and specifications and authorizing execution of 3-way agreement for water and sewer improvement Project 2015-12 (Lakewood 8<sup>th</sup> Addition).

Board of City Commissioners

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**3 – WAY AGREEMENT**

THIS AGREEMENT, Made on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Mandan, a municipal corporation, hereinafter called the City and Mitzel Builders, Inc. hereinafter called the Developer, and Basaraba's Excavating & Dirt Works LLC hereinafter called the Contractor. The Engineer mentioned in this contract shall be Axien Engineering, P.C.

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

<u>  X  </u>	Water Mains
<u>  X  </u>	Sanitary Sewer Mains
<u>      </u>	Storm Sewer
<u>      </u>	Streets
<u>  X  </u>	Others: Water and Sewer Services

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

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

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

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

1) LICENSE TO CONSTRUCT

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

**Lakewood 8<sup>th</sup> Addition**

34<sup>th</sup> Avenue SE  
Shoal Loop SE  
Gale Loop SE  
21<sup>st</sup> Street SE

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

Board of City Commissioners

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2) SCOPE OF WORK

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

All work incidental to the project, such as grading, taps to the water main, and any other usual charges as determined by the Engineer shall be borne by the Contractor.

3) TIME OF COMPLETION

The work to be performed under this Agreement shall be commenced within 45 days of the date of the execution of this Agreement, and shall be completed no later than October 15, 2015.

4) CITY AUTHORITY AND RESPONSIBILITY

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

5) DESIGN ENGINEER AUTHORITY AND RESPONSIBILITY

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

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6) PAYMENT

The Developer shall provide an irrevocable letter of credit or a certificate of deposit from a bona fide financial institution in the amount of the project cost including services provided by the City. The irrevocable letter of credit expiration date shall be a minimum of 60 days past the time of completion or any extensions of this agreement. The project cost is \$754,340. Final payment will be for actual quantities used. A copy of the accepted proposal is attached to the back of and made a part of this Agreement.

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

7) CONTENTS OF DEVELOPER'S CONTRACT

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

8) OWNERSHIP OF WORK-LINES

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

9) WARRANTY

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

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10) VERBAL AGREEMENTS

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

11) PROTECTION OF PUBLIC AND WORK

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

12) UTILITIES

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

13) CHANGES

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

14) CLEAN UP

Extra materials, tools, and temporary structures shall be removed by the Contractor and all dirt, rubbish, and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the

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Engineer and the City. The Contractor shall maintain for a period of three months after completion of the work the surface of unpaved trenches, adjacent curbs and gutters, sidewalks, driveways, shrubbery, fences, sod and other surfaces disturbed. The Contractor shall conduct its operations in such a manner as to cause minimum inconvenience to adjoining property owners and the public.

Street surfacing in unpaved area shall be restored to as good as or better than prior to construction by the Developer. The Developer will be required to replace paving or gravel surface removed or damaged in the construction work or repair any area disturbed as a result of construction work.

15) LIQUIDATED DAMAGES

The Contractor shall pay to the Owner the amount of \$300.00 per day for liquidated damages for time in excess of authorized or adjusted completion time.

15) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS

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

**DETAILED TABULATION OF BIDS**

LAKEWOOD 8TH ADDITION  
 WATER IMPROVEMENT PROJECT 2015-12  
 SANITARY SEWER IMPROVEMENT PROJECT 2015-12

Item No.	Description	Unit	Quantity	Markwed Excavating		Basaraba's Excavating	
				Unit Price	Total	Unit Price	Total
1	6" PVC Water Main	LF	173	\$ 45.00	\$ 7,785.00	\$ 40.00	\$ 6,920.00
2	8" PVC Water Main	LF	3169	\$ 50.00	\$ 158,450.00	\$ 48.00	\$ 152,112.00
3	6" Hydrant	EA	6	\$ 4,800.00	\$ 28,800.00	\$ 3,500.00	\$ 21,000.00
4	6" Gate Valve and Box	EA	6	\$ 1,700.00	\$ 10,200.00	\$ 1,300.00	\$ 7,800.00
5	8" Gate Valve and Box	EA	5	\$ 2,200.00	\$ 11,000.00	\$ 2,200.00	\$ 11,000.00
6	1" Water Service	LF	703	\$ 25.00	\$ 17,575.00	\$ 28.00	\$ 19,684.00
7	1.5" Water Service	LF	646	\$ 30.00	\$ 19,380.00	\$ 37.00	\$ 23,902.00
	1" Curb Stop & Box	EA	61	\$ 220.00	\$ 13,420.00	\$ 170.00	\$ 10,370.00
8	1" Water Service Connection	EA	16	\$ 200.00	\$ 3,200.00	\$ 120.00	\$ 1,920.00
9	1.5" Water Service Connection	EA	24	\$ 280.00	\$ 6,720.00	\$ 250.00	\$ 6,000.00
8	48" Eccentric Manhole	EA	12	\$ 7,500.00	\$ 90,000.00	\$ 4,000.00	\$ 48,000.00
9	8" PVC Sanitary Sewer	LF	3,118	\$ 80.00	\$ 249,440.00	\$ 65.00	\$ 202,670.00
10	6" PVC Sanitary Lateral	LF	31	\$ 70.00	\$ 2,170.00	\$ 40.00	\$ 1,240.00
11	4" PVC Sanitary Lateral	LF	2,062	\$ 70.00	\$ 144,340.00	\$ 40.00	\$ 82,480.00
12	8"x4" PVC Wye	EA	56	\$ 80.00	\$ 4,480.00	\$ 50.00	\$ 2,800.00
13	4" PVC Wye at Manhole	EA	2	\$ 300.00	\$ 600.00	\$ 10.00	\$ 20.00
<b>TOTAL OF ALL CONSTRUCTION</b>					<b>\$ 767,560.00</b>		<b>\$ 597,918.00</b>

**ADDITIONAL ITEMS**

	Bedding Material	TON	1500	included		\$ 20.00	\$ 30,000.00
	Sanitary Sewer Dewatering	LF	2500	included		\$ 25.00	\$ 62,500.00
	Subcut Rock	TON	700	included		\$ 40.00	\$ 28,000.00
<b>TOTAL OF ALL CONSTRUCTION</b>						<b>\$ 767,560.00</b>	<b>\$ 718,418.00</b>

Board of City Commissioners

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IN WITNESS WHEREOF, The Parties have executed the within and foregoing contract.

CITY OF MANDAN

DEVELOPER

\_\_\_\_\_  
Justin Froseth  
Planning and Engineering Director

\_\_\_\_\_  
*Mitzel Builders, Inc.*  
Firm Name

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

\_\_\_\_\_  
LeeRoy Mitzel  
Owner

\_\_\_\_\_  
*2401 46<sup>th</sup> Ave. SE, #101*

\_\_\_\_\_  
*Mandan, ND 58554*  
Address

Attest:

CONTRACTOR

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

\_\_\_\_\_  
*Basaraba's Exc. & Dirt Works, LLC*  
Firm Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
*37610 12<sup>th</sup> St. NE*

\_\_\_\_\_  
*Wilton, ND 58579*  
Address

Board of City Commissioners

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Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2015-12(Lakewood 8<sup>th</sup> Addition).

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND  
AUTHORIZING EXECUTION OF 3-WAY AGREEMENT FOR WATER AND  
SEWER IMPROVEMENT PROJECT NO. 2015-12  
(Lakewood 8<sup>th</sup> Addition)**

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

1. That the plans and specifications for the Water and Sewer Project No. 2015-12 serving Lakewood 8<sup>th</sup> Addition in the City of Mandan, as presented by Mitzel Builders Inc., on behalf of themselves, are hereby approved, ratified and confirmed as the plans and specifications for said project, in accordance with which said improvement project will be constructed, subject to any further modifications of the plans and specifications by the Board as provided by law. The plans and specifications shall be filed in the Office of the City Administrator and City Engineer and open for public inspection. The named streets within the subdivision to receive the improvements are: Shoal Loop SE, Gale Circle SE, 34<sup>th</sup> Avenue SE and 21<sup>st</sup> Street SE.

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

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

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

ATTEST:

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

Date of Passage: August 18<sup>th</sup>, 2015

Board of City Commissioners

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**IRREVOCABLE LETTER OF CREDIT**

**Borrower:** Mitzel Builders, Inc.  
2401 46th Ave SE Ste #1  
Mandan, ND 58554

**Lender:** BlackRidgeBANK  
Bismarck Branch  
3703 Lockport Street  
Bismarck, ND 58503  
(701) 751-3300

**Beneficiary:** City of Mandan  
205 2nd Ave NW  
Mandan, ND 58554

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**NO.: 12483**

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 08-20-2016 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Seven Hundred Fifty-four Thousand Three Hundred Forty & 00/100 Dollars (\$754,340.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Drafts drawn under this Letter of Credit must be marked "DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. 12483 OF BLACKRIDGEBANK, 3703 LOCKPORT STREET, BISMARCK, ND 58503, DATED AUGUST 11, 2015," and must be accompanied by:

1. Copies of your invoice(s) reflecting those amounts unpaid for which your draft or drafts have been presented.
2. A Statement signed by an authorized representative of the City of Mandan and/or its affiliate certifying that the invoice(s) submitted per Item 1 above were presented to Mitzel Builders, Inc., 2401 46th Ave SE, Ste 1, Mandan, ND 58554 and are past due, and payment has not been received as of this drawing and that a call is being made under the Irrevocable Standby Letter of Credit.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER BlackRidgeBANK IRREVOCABLE LETTER OF CREDIT NO. 12483 DATED 08-11-2015," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of North Dakota.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Board of City Commissioners

Agenda Documentation

Meeting Date: August 18, 2015

Subject: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2015-12(Lakewood 8<sup>th</sup> Addition).

Page 13 of 13

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**IRREVOCABLE LETTER OF CREDIT  
(Continued)**

Loan No: 12482

Page 2

PROJECT DESCRIPTION. Lakewood 8th Addition Water Improvement Project No. 2015-12 and Sanitary Sewer Improvement Project No. 2015-12.

Dated: August 11, 2015

LENDER:

BLACKRIDGEBANK

By:

  
Kayla Khaus, Commercial Loan Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
_____	_____	_____	_____

**ORDINANCE NO. 1214**

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

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

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

Lot 19 of Twin City Industrial Sites in the City of Mandan, Morton County, North Dakota shall be excluded from the MC district and included in the MB district.

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

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

Attest:

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

Public Hearing:	<u>August 18, 2015</u>
First Consideration:	<u>August 18, 2015</u>
Second Consideration and Final Approval:	_____
Recording Date:	_____

**ORDINANCE NO. 1217**

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

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

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

A portion of the south half of Section 22 together with Lot 2 of Lot A of the southwest quarter, Section 22, Township 139 North, Range 81 West of the Fifth Principal Meridian in the City of Mandan, Morton County, North Dakota including Morton County parcel numbers 655610000, 655610100, 655618000, 655618050, 655618100, 655618150 and 655618200 shall be excluded from the MA district and included in the CC district.

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

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

Attest:

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

Public Hearing:	<u>August 18, 2015</u>
First Consideration:	<u>August 18, 2015</u>
Second Consideration and Final Approval:	_____
Recording Date:	_____

**ORDINANCE NO. 1213****AN ORDINANCE CORRECTING THE DOCUMENTS CREATED FOR THE ANNEXATION OF CERTAIN LAND INTO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA**

WHEREAS, Ordinance No. 1162 was adopted to annex land into the City of Mandan, Morton County, North Dakota; and

WHEREAS, the map provided with the ordinance was not the correct map; and

WHEREAS, Ordinance No. 1186 was adopted to annex land into the City of Mandan, Morton County, North Dakota; and

WHEREAS, the description of the land to be annexed and the map provided included a portion of the land previously annexed by Ordinance No. 1162.

NOW THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, Morton County, North Dakota as follows:

**Section 1. Description of Parcels of Land Annexed.**

The land annexed by Ordinance No. 1162 is a part of Government Lots 3 & 4 of Section 3, Township 138 North, Range 81 West of the 5<sup>th</sup> Principal Meridian, Morton county, North Dakota, being more particularly described as follows:

Commencing at the northwest corner of Section 3, Township 138 North, Range 81 West; thence South 00°25'37" West along the west boundary line of said Section 3 for 55.00 feet to the Point of Beginning, said point also being on the south Right of Way line of 19<sup>th</sup> Street SW; thence along said south Right of Way line the following seven (7) courses: thence North 89°47'30" East for 550.65 feet; thence North 0°12'30" West for 5.00 feet; thence North 89°47'30" East for 1550.00 feet; thence South 00°12'30" East for 10.00 feet; thence North 89°47'30" East for 450.00 feet; thence North 00°12'30" West for 10.00 feet; thence North 89°47'30" East for 90.49 feet to a point on the east boundary line of Government Lot 3 of said Section 3; thence south 00°08'11" West along said boundary line for 876.17 feet; thence South 89°47'30" West for 2645.48 feet to a point on the west boundary line of said Section 3; thence North 00°25'37" East along said west boundary line for 871.21 feet to the Point of Beginning. Said tract of land contains 53.00 Acres, more or less.

The land annexed by Ordinance No. 1186 that is in addition to the land annexed by Ordinance No. 1162 is described as follows:

Commencing at the Southwest corner of Keidels South Heart Terrace 3<sup>rd</sup> Addition, which is also the POB (Point of Beginning); thence South 89°45'55" East for 2038.90 feet; thence South 40°31'50" West for 219.38 feet; thence South 43°49'05" East for 113.41 feet; thence South 04°43'37" East for 124.14 feet to a point on the south boundary line of Government Lot 3 of Section 3, Township 138 North, Range 81 West; thence South 89°45'55" West along said south boundary line for 683.89 feet to the northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 3; thence South 00°15'03" West

Board of City Commissioners Agenda Documentation

Meeting Date: August 18, 2015

Subject: Consider for approval Ordinance No. 1213

Page 2 of 3

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along the east boundary line of said Southwest 1/4 for 617.67 feet; thence North 89°28'39" West for 509.15 feet; thence South 40°14'45" West for 357.79 feet; thence North 68°40'57" West for 242.86 feet to a point of a curve to the Right having a radius of 390.00 feet; thence along said curve to the Right (the chord of which bears South 66°00'16" West, 102.86 feet) an arc length of 103.15 feet to the P.T. of said curve to the Right; thence South 73°34'52" West for 84.13 feet to the P.C. of a curve to the Right having a radius of 390.00 feet; thence along said curve to the Right (the chord of which bears South 81°47'26" West, 111.38 feet) an arc length of 111.76 feet to the P.T. of said curve to the Right; thence South 90° West for 76.69 feet to a point on the west boundary line of said Section 3; thence North 00°25'37" East along said west boundary line for 2094.28 feet to the Point of beginning. Said tract of land contains 38.37 Acres, more or less.

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President, Board of City Commissioners

Attest:

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City Administrator

First Consideration:

August 4, 2015

Second Consideration and Final Passage:

August 18, 2015

Publication Date:

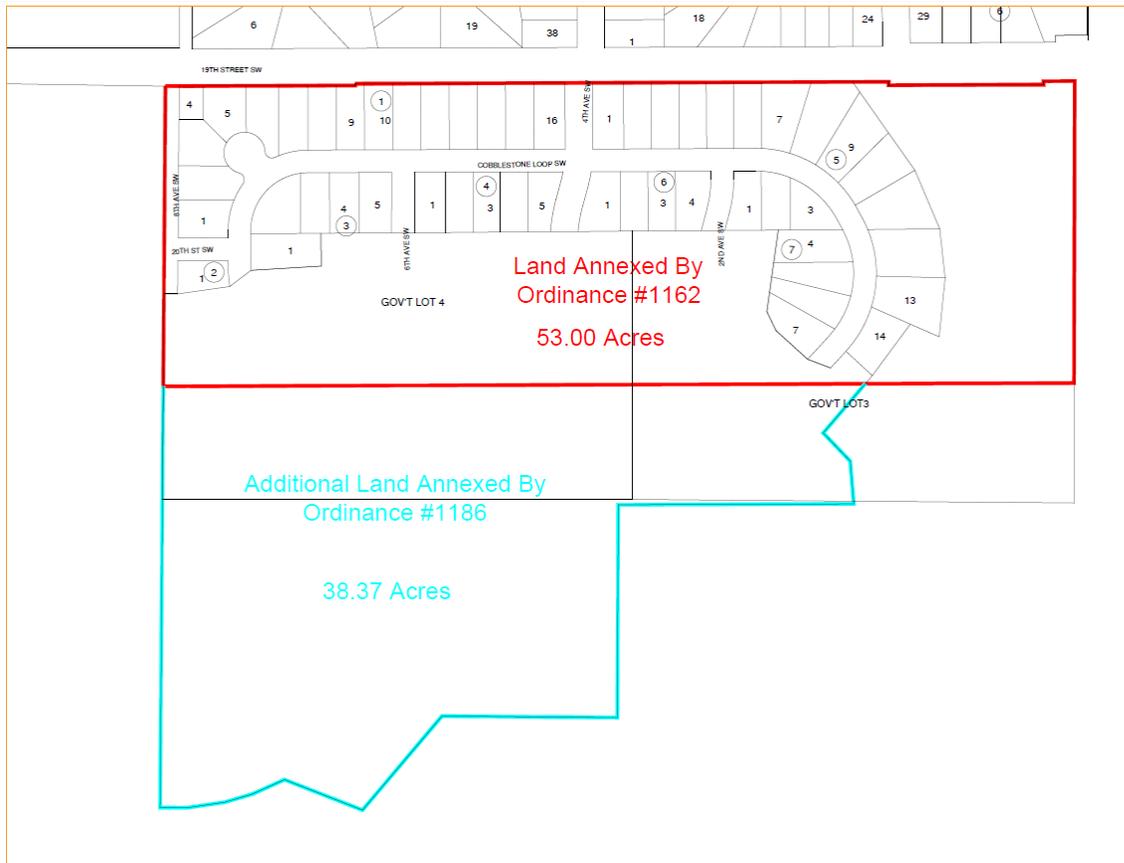
September 11, 2015

Board of City Commissioners Agenda Documentation

Meeting Date: August 18, 2015

Subject: Consider for approval Ordinance No. 1213

Page 3 of 3





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** August 18, 2015  
**PREPARATION DATE:** August 14, 2015  
**SUBMITTING DEPARTMENT:** Finance  
**DEPARTMENT DIRECTOR:** Greg Welch  
**PRESENTER:** Greg Welch, Finance Director  
**SUBJECT:** Preliminary 2016 Budget

---

#### PURPOSE

To consider the introduction and first consideration, and call for a public hearing of Ordinance No. 1215 adopting the 2016 Budget.

#### BACKGROUND

The City of Mandan is required to prepare the annual Budget in accordance with the Municipal Budget Law (North Dakota Century Code Chapter 40-40) and also with existing City Ordinances, Resolutions, contracts and agreements. In addition to these legal requirements, the City's Budget Policies provide further direction and guidance to the budgeting process. The preliminary 2016 Budget is in compliance with these legal requirements and City Policies.

The Budget is submitted to you as a recommendation from the City's Budget and Finance Committee. The Committee consists of the following members:

- Sandy Tibke, City Commissioner (Finance Portfolio)
- Jim Neubauer, City Administrator
- Greg Welch, Finance Director

The City will publish a Notice of Public Hearing on August 28, 2015 for the second and final consideration of Ordinance No. 1215 adopting the 2016 Budget on September 15, 2015.

The preliminary 2016 Budget will also be posted on the City's website at [cityofmandan.com](http://cityofmandan.com).

#### ATTACHMENTS

- Preliminary 2016 Budget Summary
- Ordinance No. 1215

#### FISCAL IMPACT

See preliminary 2016 Budget Summary

The annual cost for City services for an existing \$250,000 residential home with a valuation increase of 14% and using 8 units of water per month, excluding special assessments:

##### Property Taxes:

- 2015 Budget = \$844
- 2016 Budget = \$844
- Annual increase = \$0

##### Utility Bill:

- 2015 Budget = \$922
- 2016 Budget = \$933
- Annual increase = \$11

##### Total:

- 2015 Budget = \$1,766
- 2016 Budget = \$1,777
- Annual increase = \$11

#### STAFF IMPACT

None

#### LEGAL REVIEW

The Budget was prepared in accordance with the Municipal Budget Law (North Dakota Century Code Chapter 40-40) and also with existing City Ordinances, Resolutions, contacts and agreements.

#### RECOMMENDATION

To approve the introduction and first consideration, and call for a public hearing of Ordinance No. 1215 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016, and making the annual tax levy for the year 2015.

SUGGESTED MOTION

Move to approve the introduction and first consideration, and call for a public hearing of Ordinance No. 1215 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016, and making the annual tax levy for the year 2015.

# PRELIMINARY 2016 BUDGET SUMMARY

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## **PURPOSE**

To consider the introduction and first consideration, and call for a public hearing of Ordinance No. 1215 adopting the 2016 Budget.

## **BACKGROUND**

The City of Mandan is required to prepare the annual Budget in accordance with the Municipal Budget Law (North Dakota Century Code Chapter 40-40) and also with existing City Ordinances, Resolutions, contacts and agreements. In addition to these legal requirements, the City's Budget Policies provide further direction and guidance to the budgeting process. The preliminary 2016 Budget is in compliance with these legal requirements and City Policies.

The Budget is submitted to you as a recommendation from the City's Budget and Finance Committee. The Committee consists of the following members:

- Sandy Tibke, City Commissioner (Finance Portfolio)
- Jim Neubauer, City Administrator
- Greg Welch, Finance Director

## **REVENUES**

Total = \$31,864,300

- Property Taxes = \$3,620,150
- City Sales Taxes = \$4,572,950
- Other Taxes = \$613,050
- Licenses and Permits = \$980,350
- Intergovernmental = \$6,280,700
- Water, Sewer, Solid Waste, Street Light Utility Charges = \$9,497,600
- Other Charges for Services = \$484,350
- Fines and Forfeits = \$205,550
- Special Assessments = \$5,294,800
- Miscellaneous = \$314,800

## **EXPENDITURES**

Total = \$30,668,500

- Salaries and Benefits = \$10,286,100
- Operations and Maintenance = \$7,116,050
- Debt Service-Principal and Interest = \$8,928,150
- Bank of ND-Escrow Agent (0.75% City Sales Tax) = \$1,959,850
- Capital Outlay = \$2,378,350

## **MAJOR FUNDS**

All Major Funds have met required minimum fund balance operating reserves.

- Provides for economic stability.
- Assists in maintaining the City's bond rating.
- General Fund and Cemetery Fund = 17%
- Utility Funds = 25%

## Condensed Operating Statements:

- General Fund
- Cemetery Fund
- Mandan Growth Fund
- City Shop Fund
- Water and Sewer Utility Fund
  - Base Rate increase
    - Pending cost share funding from ND State Water Commission and timing of Water Treatment Capital Improvement Projects.
- Solid Waste Utility Fund
  - Base Rate increase
    - Residential = \$0.95 per month/per family living unit
    - Purpose: Solid Waste Hauling Services Agreement with Armstrong Sanitation & Roll-Offs.
  - **Recycling Bid Proposals?**
    - **Cost (year 1) = \$506K (low bid)**
      - **Residential Base Rate increase = \$5.50 per month/per family living unit**
    - **Options:**
      - **No residential curbside single sort recycling.**
      - **Provide four recycling collection sites. Cost = \$16K to \$53K**
      - **Provide residential curbside single sort recycling. A residential Base Rate savings of \$0.10 per month/per family living unit or \$57K annually for Solid Waste Hauling Services Agreement with Armstrong Sanitation & Roll-Offs above.**
- Street Light Utility Fund
  - No Rate increase

## TAXABLE VALUATION

Taxable Valuation (estimated) = \$69,154,110

- Increase from Tax Year 2014 (2015 Budget) = 21%
- 1 Mill = \$69,154
- Increases from 2014 to 2015 (Morton County Board of Equalization)
  - Residential property = 17%
    - Average valuation increase for existing residential home = 14%
  - Commercial property = 35%
    - Average valuation increase for existing commercial business = 20%

## MILL LEVY

Mill Levy = 66.10 Mills

- Decrease from Tax Year 2014 (2015 Budget) = 8.93 Mills
- City's share of 1 Mill for Tax Year 2014 (2015 Budget) = 24%

## **PROPERTY TAXES**

Property Taxes = \$4,571,405

- Increase from Tax Year 2014 (2015 Budget) = \$269,463
  - Primarily due to new construction and expired exemptions.
  - Existing properties with a valuation increase under 14% will pay less.
  - Existing properties with a valuation increase of 14% will pay the same.
  - Existing properties with a valuation increase over 14% will pay more.

## **SALARIES AND BENEFITS**

Salaries = \$7,557,250

- Increase from 2015 Budget (revised) = \$79,550
- No market or performance adjustments.
- Committee recommendations:
  - One-time or semi-annual experience/longevity adjustments contingent upon available funds from the 2015 Budget.
  - Conduct a Classification and Compensation Study based on updated job descriptions.
    - Implement adjustments for 2017 Budget.
- New employees and position reclassifications:
  - Grounds Maintenance
    - Reclassify Cemetery Superintendent to Grounds Maintenance Superintendent.
    - Cost = \$0
  - Cemetery
    - Reclassify Equipment Operator to Equipment Operator I.
    - Cost = \$4,400
  - Wastewater Treatment
    - Wastewater Treatment Plant Operator I (new full-time employee)
    - Cost = \$51,550
  - Utility Maintenance
    - Utility Operator (new part-time employee)
    - Cost = \$13,550

Benefits = \$2,728,850

- Increase from 2015 Budget (revised) = \$111,800
- Health Insurance (NDPERS) increase, effective July 2015 = 15%
  - Monthly premiums are fixed until June 30, 2017.
  - Cost = \$98,150
  - Eide Bailly is conducting an Employer Health Reform Analysis.

Salaries and Benefits = \$10,286,100

- Increase from 2015 Budget (revised) = \$191,350

## **OPERATIONS AND MAINTENANCE**

Operations and Maintenance = \$7,116,050

- Increase in departmental base spending = \$289,700
  - General Fund = \$177,150
  - Cemetery Fund = \$3,800
  - Mandan Growth Fund = (\$200)
  - Water and Sewer Utility Fund = \$13,000
  - Solid Waste Utility Fund = \$95,950
  - Street Light Utility Fund = \$0
- Decrease in Debt Service Charges and Fees = \$63,850
- Decrease in Subsidies = \$345,800

## **DEBT SERVICE**

Debt Service-Principal and Interest = \$8,928,150

- Capital Lease Debt (as of July 2015) = \$495,966
- Bonded Debt (as of July 2015)
  - General Obligation Bonds = \$741,873
  - Special Assessment Bonds = \$41,617,376
  - Revenue Bonds/State Revolving Fund Loans = \$29,206,029
- Total Principal and Interest (as of July 2015) = \$72,061,244
  - Principal = \$62,321,567
  - Interest = \$9,739,677
- Amortization
  - % of Debt Service retired in 10 years = 86%
  - % of Debt Service retired in 15 years = 99%
- New Debt to be issued:
  - Capital Leases = \$1.3M
    - Contingent upon approval of Capital Outlay
  - Special Assessment Bonds = \$9M
    - 14 Special Assessment Districts
  - Revenue Bonds = \$22M (estimated cost of Mandan Park District Projects)
    - 0.75% City Sales Tax approved by voters on June 9, 2015
  - State Revolving Fund Loans = \$6.5M
    - Available capacity balance (as of July 2015) for four current Projects.
- Bond Rating = A1

## **BANK OF ND-ESCROW AGENT**

Bank of ND-Escrow Agent = \$1,959,850

- Proposed Escrow Agreement with Bank of ND requires City to deposit 0.75% Sales Tax received from ND State Tax Department to Escrow Fund on a monthly basis.
  - Purpose: Debt Service principal and interest payments on anticipated Revenue Bonds.

**CAPITAL OUTLAY**

Capital Outlay = \$2,378,350

- General Fund = \$424,600
- Hub City Fund = \$130,000
- 1% City Sales Tax Fund = \$315,700
- Fire Equipment Reserve Fund = \$90,000
- Police Equipment Reserve Fund = \$8,650
- Water and Sewer Utility Fund = \$1,175,950
- Solid Waste Utility Fund = \$96,450
- Street Light Utility Fund = \$89,000
- City Shop Fund = \$48,000

**TRANSFERS**

Transfers = \$3,879,750

- Transfers In
  - General Fund = \$3,199,300
  - Mandan Growth Fund = \$250,000
  - Mandan Community Center Revenue Bonds of 2005 Fund = \$141,650
  - Street Construction Fund = \$35,600
  - Sewermain Construction Fund = \$8,900
  - Water and Sewer Construction Fund = \$20,100
  - Street Light Utility Fund = \$54,000
  - City Shop Fund = \$170,200
- Transfers Out
  - General Fund = \$170,200
  - Highway Distribution Fund = \$1,373,500
  - Hub City Fund = \$63,200
  - City's Share of Special Assessments Fund = \$17,800
  - Cemetery Fund = \$62,600
  - 1% City Sales Tax Fund = \$2,091,900
  - Fire Equipment Reserve Fund = \$86,050
  - Water and Sewer Utility Fund = \$14,500

**ANNUAL COST FOR CITY SERVICES**

The annual cost for City services for an existing \$250,000 residential home with a valuation increase of 14% and using 8 units of water per month, excluding special assessments = \$1,777

- Increase from 2015 Budget = \$11

The City will publish a Notice of Public Hearing on August 28, 2015 for the second and final consideration of Ordinance No. 1215 adopting the 2016 Budget on September 15, 2015.

The preliminary 2016 Budget will also be posted on the City's website at [cityofmandan.com](http://cityofmandan.com).



**CITY OF  
MANDAN**

**"WHERE THE WEST BEGINS"**

**PRELIMINARY  
2016 BUDGET**

**CITY OF MANDAN  
PRELIMINARY 2016 BUDGET  
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**CITY OF MANDAN  
2016 BUDGET  
SUMMARY**

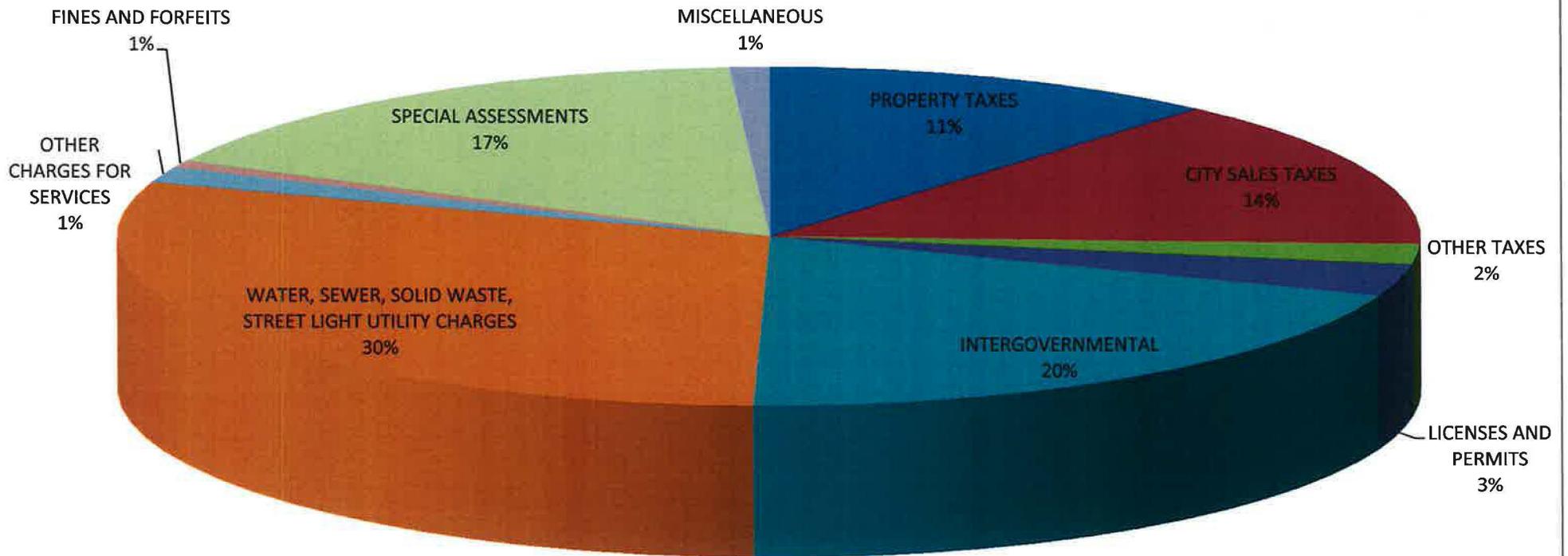
**REVENUES:**

TAXES:		
PROPERTY		\$ 3,620,150
1% CITY SALES		\$ 2,613,100
0.75% CITY SALES		\$ 1,959,850
1% RESTAURANT AND LODGING		\$ 406,850
2% OCCUPANCY		\$ 65,850
OTHER		\$ 140,350
LICENSES AND PERMITS:		
BUILDING INSPECTION PERMITS		\$ 502,000
CABLE TV FRANCHISE FEES		\$ 348,050
BEER AND LIQUOR LICENSES		\$ 91,600
OTHER		\$ 38,700
INTERGOVERNMENTAL:		
STATE AID DISTRIBUTION		\$ 2,290,200
OIL AND GAS IMPACT		\$ 2,155,000
HIGHWAY TAX DISTRIBUTION		\$ 1,373,500
FIRE INSURANCE TAXES		\$ 151,450
OTHER		\$ 310,550
CHARGES FOR SERVICES:		
WATER, SEWER, SOLID WASTE, STREET LIGHT UTILITY		\$ 9,497,600
FUEL		\$ 241,700
GRAVE OPENING AND CLOSING		\$ 55,300
OTHER		\$ 187,350
FINES AND FORFEITS		\$ 205,550
SPECIAL ASSESSMENTS		\$ 5,294,800
LOAN REPAYMENTS		\$ 12,000
SALE OF CEMETERY LOTS		\$ 28,500
MISCELLANEOUS		\$ 274,300
	TOTAL BEFORE TRANSFERS	\$ 31,864,300
TRANSFERS		\$ 3,879,750
	TOTAL AFTER TRANSFERS	<u>\$ 35,744,050</u>

**EXPENDITURES:**

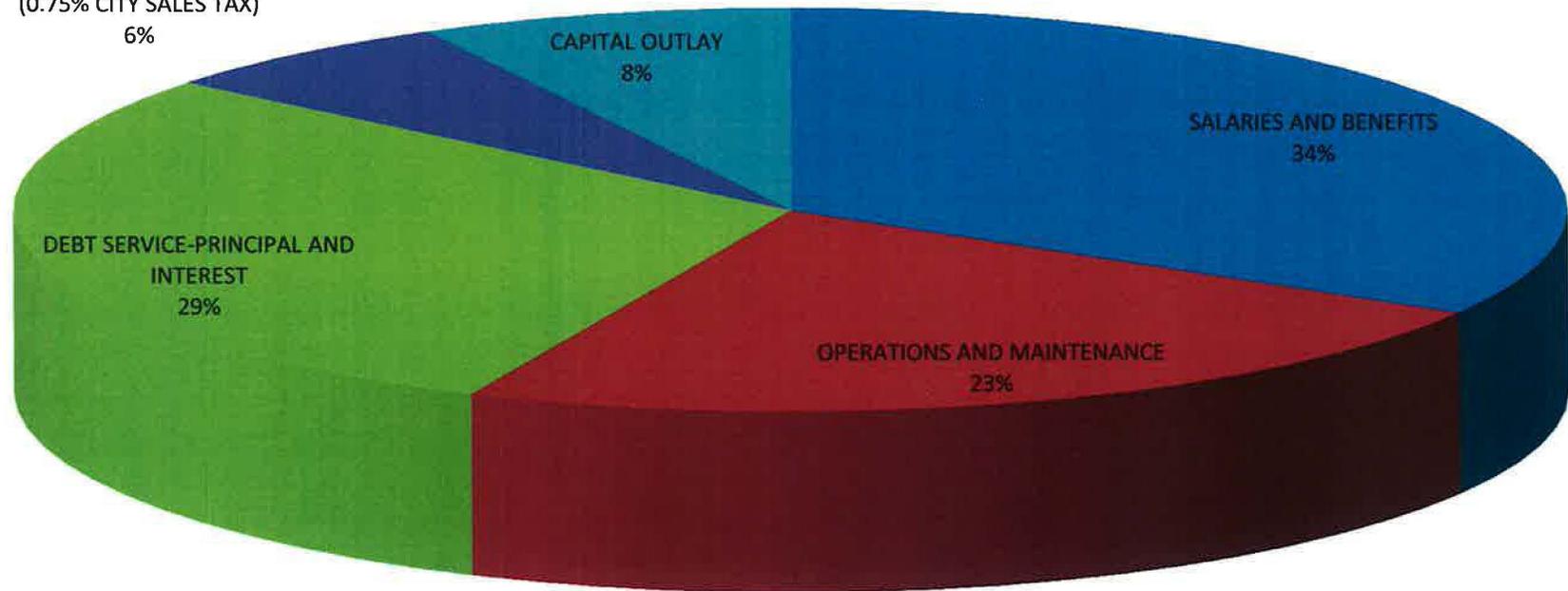
SALARIES AND BENEFITS		\$ 10,286,100
OPERATIONS AND MAINTENANCE:		
PROFESSIONAL FEES AND SERVICES		\$ 2,233,850
INSURANCE		\$ 160,050
RENTALS		\$ 22,150
TRAVEL AND TRAINING		\$ 68,900
UTILITIES		\$ 921,400
PUBLISHING AND PRINTING		\$ 87,600
DUES AND MEMBERSHIPS		\$ 26,300
SUPPLIES AND MAINTENANCE		\$ 1,166,300
REPAIRS AND MAINTENANCE		\$ 874,300
CITY SHARE OF SPECIAL ASSESSMENTS		\$ 106,550
DEBT SERVICE-CHARGES AND FEES		\$ 178,450
MISCELLANEOUS		\$ 68,050
SUBSIDIES		\$ 1,202,150
DEBT SERVICE-PRINCIPAL AND INTEREST		\$ 8,928,150
BANK OF ND-ESCROW AGENT (0.75% CITY SALES TAX)		\$ 1,959,850
CAPITAL OUTLAY		\$ 2,378,350
	TOTAL BEFORE TRANSFERS	\$ 30,668,500
TRANSFERS		\$ 3,879,750
	TOTAL AFTER TRANSFERS	<u>\$ 34,548,250</u>

# CITY OF MANDAN 2016 BUDGET REVENUES



# CITY OF MANDAN 2016 BUDGET EXPENDITURES

BANK OF ND-ESCROW AGENT  
(0.75% CITY SALES TAX)  
6%



**CITY OF MANDAN  
2016 BUDGET**

	<u>GENERAL FUND</u>	<u>CEMETERY FUND</u>	<u>MANDAN GROWTH FUND</u>	<u>CITY SHOP FUND</u>
FUND BALANCE-DECEMBER 31, 2015	\$ 4,280,734	\$ 26,299	\$ 515,991	\$ -
REVENUES	\$ 10,458,650	\$ 222,400	\$ 273,900	\$ 411,900
EXPENDITURES	<u>\$ 10,458,650</u>	<u>\$ 221,650</u>	<u>\$ 209,100</u>	<u>\$ 363,900</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ 750</u>	<u>\$ 64,800</u>	<u>\$ 48,000</u>
CAPITAL LEASES AND CAPITAL OUTLAY	<u>\$ (497,750)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (48,000)</u>
INCREASE (DECREASE) IN FUND BALANCE	<u>\$ (497,750)</u>	<u>\$ 750</u>	<u>\$ 64,800</u>	<u>\$ -</u>
FUND BALANCE-DECEMBER 31, 2016	<u><u>\$ 3,782,984</u></u>	<u><u>\$ 27,049</u></u>	<u><u>\$ 580,791</u></u>	<u><u>\$ -</u></u>
<u>FUND BALANCE-DECEMBER 31, 2016</u>				
RESERVED	\$ 1,777,971	\$ 27,039		
CAPITAL IMPROVEMENT	\$ 2,005,013	\$ 10		
BUSINESS AND ECONOMIC DEVELOPMENT			\$ 580,791	
TOTAL	<u><u>\$ 3,782,984</u></u>	<u><u>\$ 27,049</u></u>	<u><u>\$ 580,791</u></u>	<u><u>\$ -</u></u>

**CITY OF MANDAN  
2016 BUDGET**

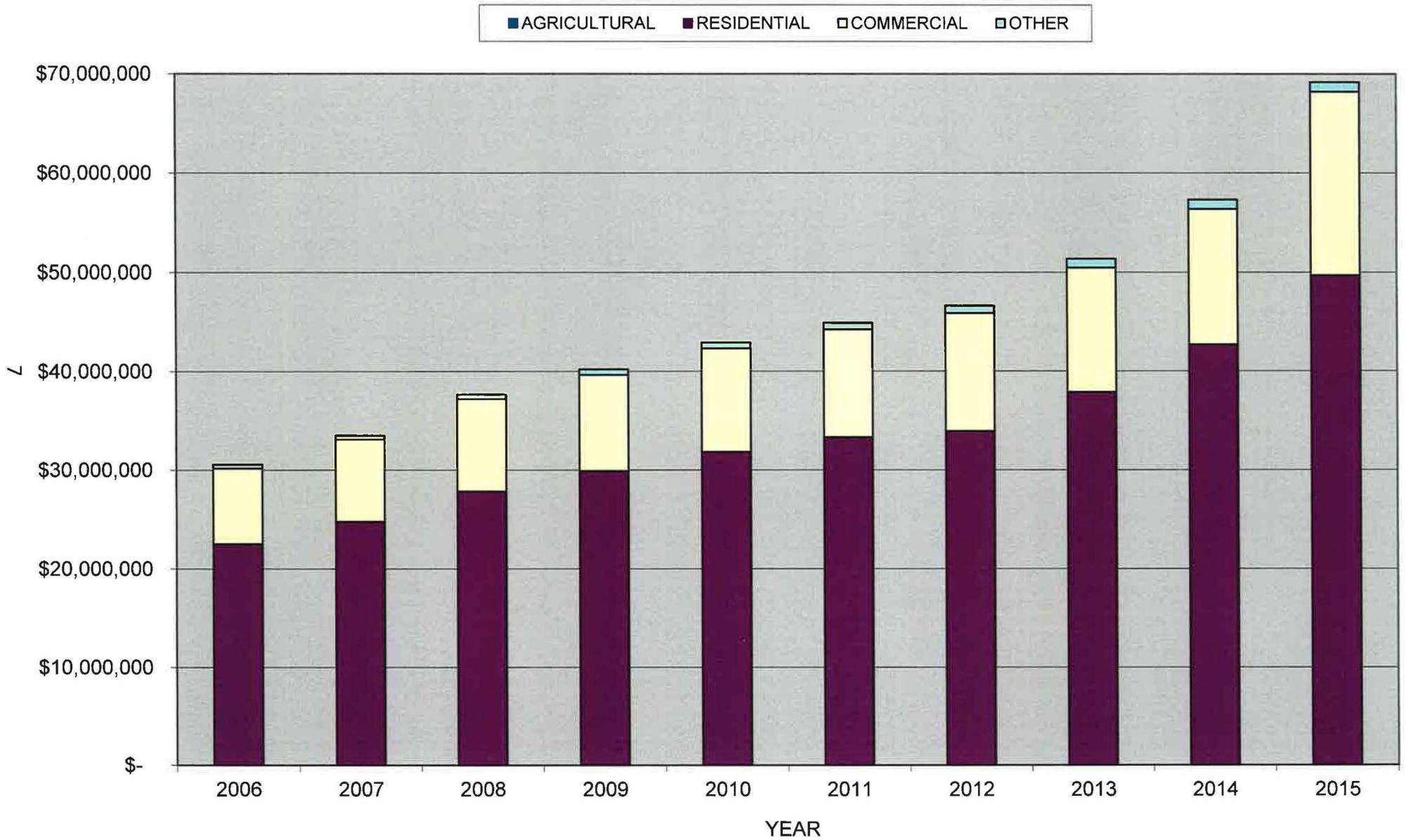
	<b>WATER &amp; SEWER UTILITY FUND</b>	<b>SOLID WASTE UTILITY FUND</b>	<b>STREET LIGHT UTILITY FUND</b>
FUND BALANCE-DECEMBER 31, 2015	\$ 4,324,863	\$ 1,305,642	\$ 267,138
REVENUES	\$ 7,445,850	\$ 1,777,100	\$ 481,250
EXPENSES	\$ 6,197,750	\$ 1,629,100	\$ 375,850
EXCESS OF REVENUES OVER (UNDER) EXPENSES	\$ 1,248,100	\$ 148,000	\$ 105,400
CAPITAL LEASES AND CAPITAL OUTLAY	\$ (1,175,950)	\$ (108,250)	\$ (89,000)
INCREASE (DECREASE) IN FUND BALANCE	\$ 72,150	\$ 39,750	\$ 16,400
FUND BALANCE-DECEMBER 31, 2016	<u>\$ 4,397,013</u>	<u>\$ 1,345,392</u>	<u>\$ 283,538</u>
<u>FUND BALANCE-DECEMBER 31, 2016</u>			
RESERVED	\$ 887,500	\$ 407,275	\$ 93,963
CAPITAL IMPROVEMENT	\$ 1,268,210		\$ 189,575
REVENUE BONDS	\$ 2,241,303		
LANDFILL AND TRANSFER STATION		\$ 938,117	
TOTAL	<u>\$ 4,397,013</u>	<u>\$ 1,345,392</u>	<u>\$ 283,538</u>

**CITY OF MANDAN  
2016 BUDGET  
UTILITY BILLING RATES**

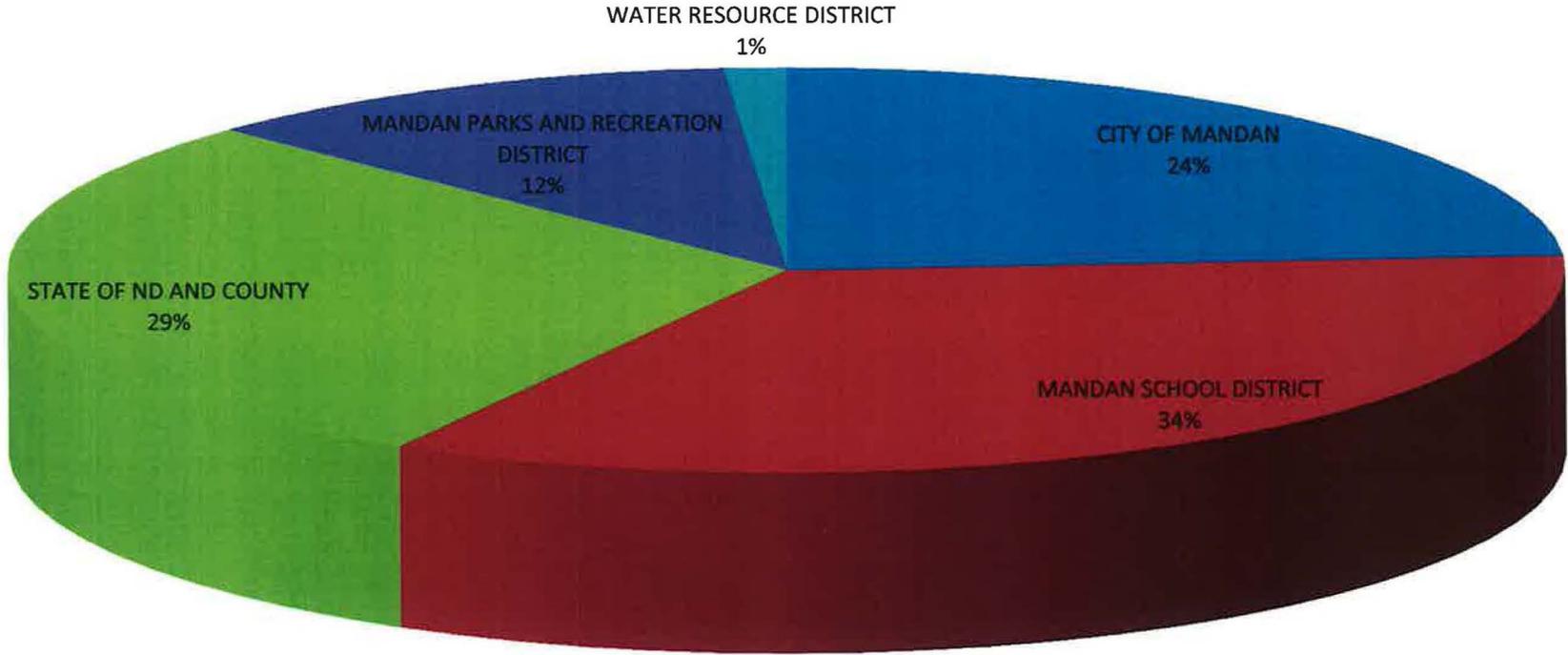
**RESIDENTIAL HOME USING 800 CUBIC FEET OR 8 UNITS OF WATER**

	PER MONTH		
	2015 BUDGET	INCREASE	2016 BUDGET
WATER AND SEWER-BASE CHARGE	\$ 24.95	\$ -	\$ 24.95
WATER-SERVICE CHARGE	\$ 22.40	\$ -	\$ 22.40
SEWER-SERVICE CHARGE	\$ 12.80	\$ -	\$ 12.80
STORMWATER-BASE CHARGE	\$ 2.00	\$ -	\$ 2.00
SOLID WASTE-BASE CHARGE	\$ 10.05	\$ 0.95	\$ 11.00
SOLID WASTE-SURCHARGE	\$ 0.20	\$ -	\$ 0.20
STREET LIGHTS-BASE CHARGE	\$ 4.40	\$ -	\$ 4.40
TOTAL	<u>\$ 76.80</u>	<u>\$ 0.95</u>	<u>\$ 77.75</u>

# CITY OF MANDAN TAXABLE VALUATIONS



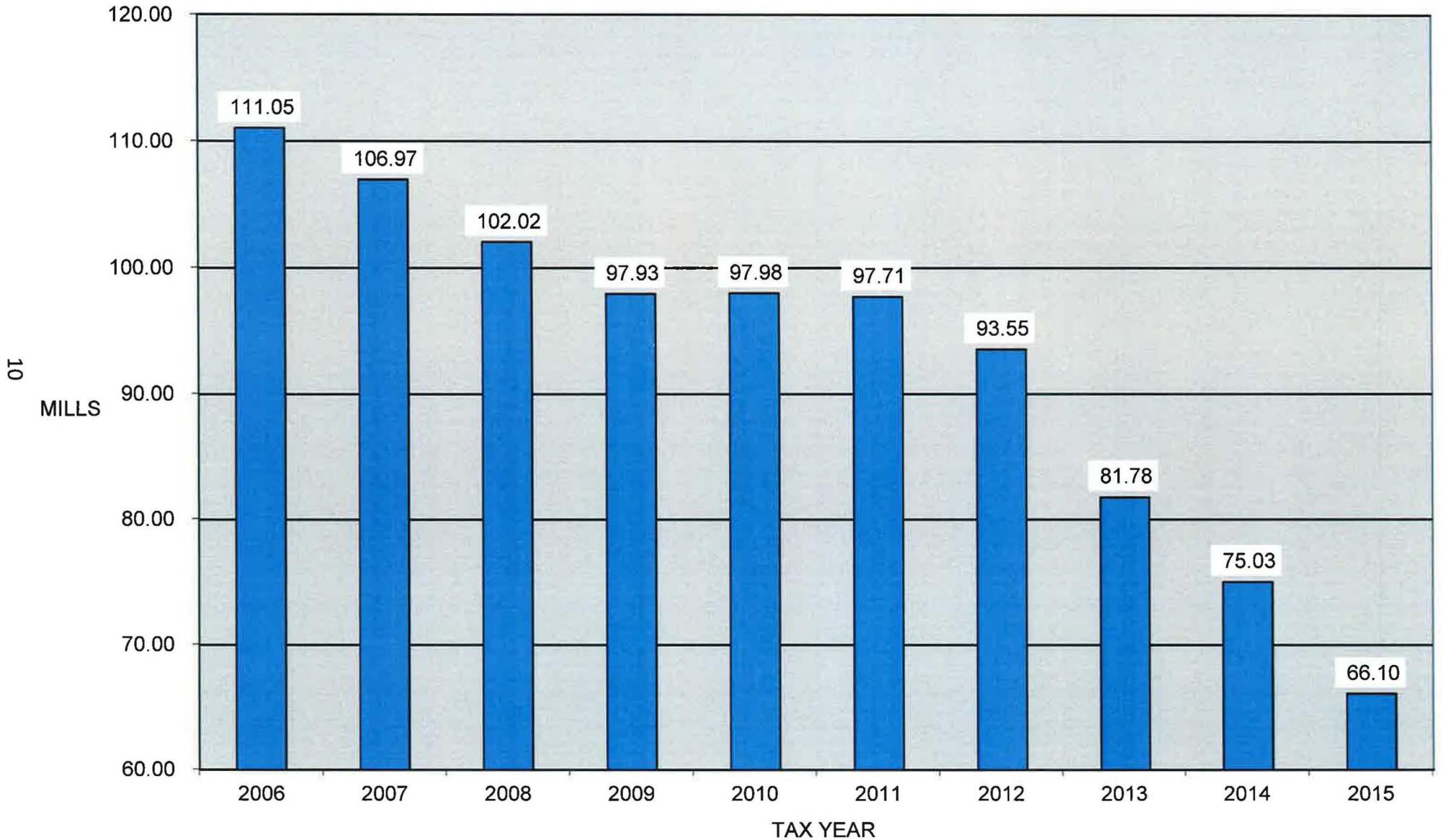
# PROPERTY TAX RATES TAX YEAR 2014



**CITY OF MANDAN  
2016 BUDGET  
MILL LEVY AND PROPERTY TAXES**

	<u>MILL LEVY</u>	<u>PROPERTY TAXES</u>
GENERAL FUND	47.89	\$ 3,311,790
SPECIAL REVENUE FUNDS:		
CITY'S SHARE OF SPECIAL ASSESSMENTS	1.54	\$ 106,550
CEMETERY	2.00	\$ 138,308
PUBLIC TRANSPORTATION SYSTEM	2.00	\$ 138,308
DEBT SERVICE FUNDS:		
GENERAL OBLIGATION BONDS:		
LIBERTY MEMORIAL BRIDGE	1.02	\$ 70,681
REFUNDING IMPROVEMENT BONDS:		
STREET IMPROVEMENT DISTRICT #145	0.48	\$ 33,508
STREET IMPROVEMENT DISTRICT #148	0.17	\$ 11,564
MANDAN AIRPORT AUTHORITY	4.00	\$ 276,616
MORTON MANDAN PUBLIC LIBRARY	<u>7.00</u>	<u>\$ 484,079</u>
TOTAL	<u>66.10</u>	<u>\$ 4,571,405</u>

# CITY OF MANDAN PROPERTY TAX RATES



**CITY OF MANDAN  
2016 BUDGET  
PROPERTY TAXES**

**EXISTING RESIDENTIAL PROPERTY VALUED AT \$250,000**

	<u>2015 BUDGET</u>	<u>2016 BUDGET</u>
TRUE AND FULL VALUE	\$ 250,000	\$ 250,000
COUNTY BOARD OF EQUALIZATION AVERAGE INCREASE %		14%
COUNTY BOARD OF EQUALIZATION AVERAGE INCREASE \$		<u>\$ 33,750</u>
ADJUSTED TRUE AND FULL VALUE		\$ 283,750
ASSESSED VALUATION-50% OF TRUE AND FULL VALUE	\$ 125,000	\$ 141,875
TAXABLE VALUATION-9% OF ASSESSED VALUATION	\$ 11,250	\$ 12,769
 TAXABLE VALUATION	 \$ 11,250	 \$ 12,769
X MILL LEVY	75.03	66.10
TOTAL PROPERTY TAXES	<u>\$ 844</u>	<u>\$ 844</u>

**CITY OF MANDAN  
2016 BUDGET  
SALARIES AND BENEFITS**

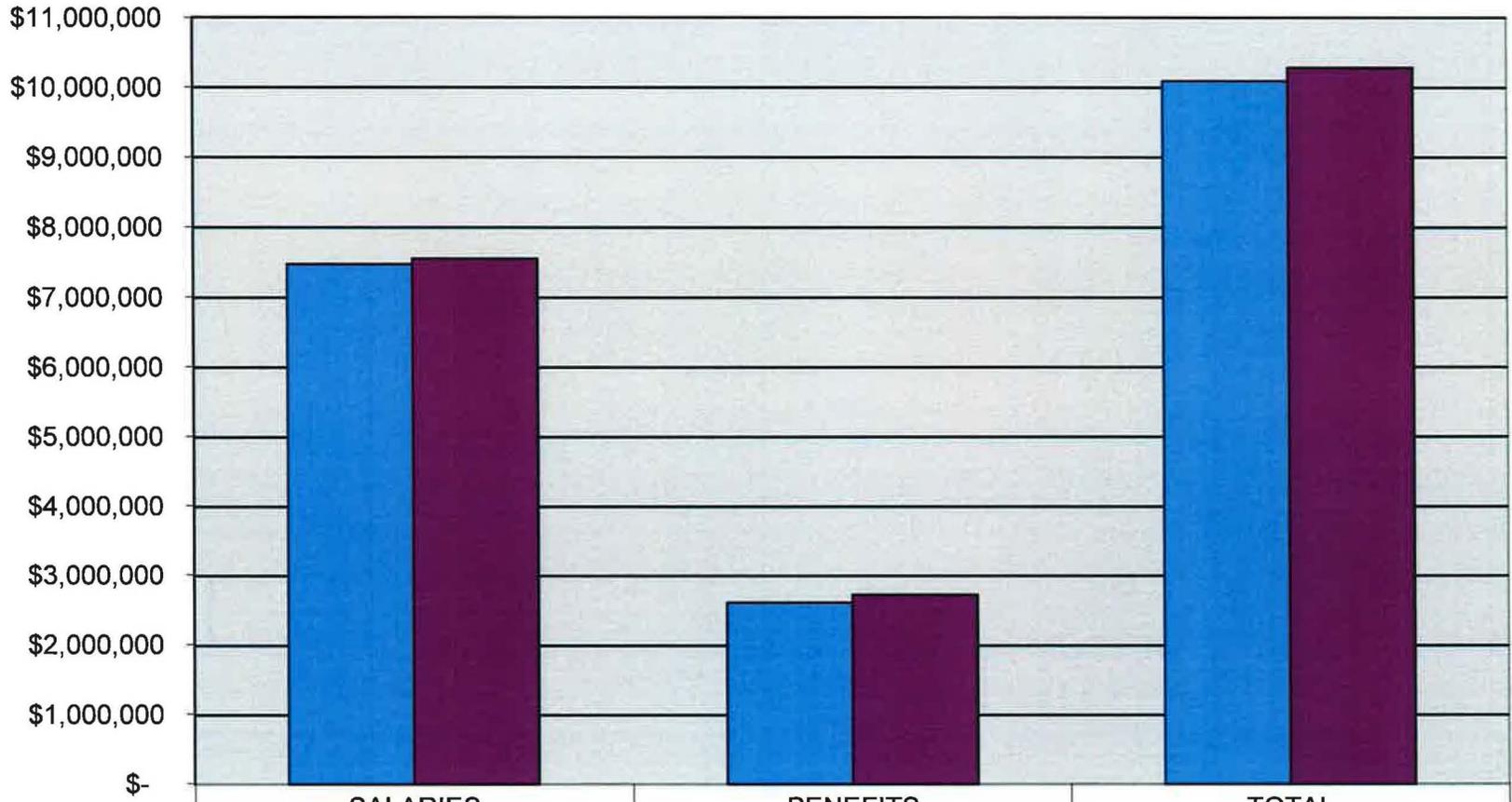
**SALARIES:**

REGULAR	\$	7,052,900
OVERTIME	\$	282,650
PART TIME	\$	221,700
TOTAL	\$	<u>7,557,250</u>

**BENEFITS:**

SOCIAL SECURITY AND MEDICARE	\$	578,550
PENSION	\$	639,100
UNEMPLOYMENT COMPENSATION	\$	7,800
WORKERS' COMPENSATION	\$	82,850
HEALTH INSURANCE	\$	1,395,100
LONG TERM DISABILITY INSURANCE	\$	14,400
TERM LIFE INSURANCE	\$	8,450
EMPLOYEES ASSISTANCE PROGRAM	\$	2,450
DENTAL ADMINISTRATION FEES	\$	150
TOTAL	\$	<u>2,728,850</u>
TOTAL	\$	<u><u>10,286,100</u></u>

# CITY OF MANDAN SALARIES AND BENEFITS



	SALARIES	BENEFITS	TOTAL
2015 BUDGET (REVISED)	\$7,477,700	\$2,617,050	\$10,094,750
2016 BUDGET	\$7,557,250	\$2,728,850	\$10,286,100

**CITY OF MANDAN  
2016 BUDGET  
NEW EMPLOYEES/POSITION RECLASSIFICATIONS**

NEW/RECLASSIFICATION:	RECLASSIFICATION	RECLASSIFICATION	NEW	NEW
POSITION:	GROUNDS MAINTENANCE SUPERINTENDENT	EQUIPMENT OPERATOR I	WASTEWATER TREATMENT PLANT OPERATOR I	UTILITY OPERATOR
FORMER POSITION:	CEMETERY SUPERINTENDENT	EQUIPMENT OPERATOR		
GRADE (2015 BUDGET):	19	15	15	13
FORMER GRADE (2015 BUDGET):	19	13		
FULL TIME/PART TIME:	FULL TIME	FULL TIME	FULL TIME	PART TIME

	<u>GROUNDS MAINTENANCE</u>	<u>CEMETERY</u>	<u>WASTEWATER TREATMENT</u>	<u>UTILITY MAINTENANCE</u>	<u>TOTAL</u>
SALARY	\$ 57,158	\$ 3,794	\$ 37,627	\$ 11,808	\$ 110,388
SOCIAL SECURITY AND MEDICARE	\$ 4,373	\$ 290	\$ 2,878	\$ 903	\$ 8,445
PENSION	\$ 4,573	\$ 304	\$ 3,010	\$ -	\$ 7,886
UNEMPLOYMENT COMPENSATION	\$ 57	\$ 4	\$ 38	\$ 12	\$ 110
WORKERS' COMPENSATION	\$ 462	\$ -	\$ 839	\$ 812	\$ 2,112
HEALTH INSURANCE	\$ 6,978	\$ -	\$ 6,978	\$ -	\$ 13,956
LONG TERM DISABILITY INSURANCE	\$ 112	\$ -	\$ 112	\$ -	\$ 224
TERM LIFE INSURANCE	\$ 48	\$ -	\$ 48	\$ -	\$ 96
TOTAL	<u>\$ 73,760</u>	<u>\$ 4,391</u>	<u>\$ 51,531</u>	<u>\$ 13,535</u>	<u>\$ 143,217</u>
LESS: CEMETERY SUPERINTENDENT	<u>\$ (73,760)</u>				<u>\$ (73,760)</u>
TOTAL	<u>\$ -</u>	<u>\$ 4,391</u>	<u>\$ 51,531</u>	<u>\$ 13,535</u>	<u>\$ 69,457</u>

	<u>GROUNDS MAINTENANCE</u>	<u>CEMETERY</u>	<u>WASTEWATER TREATMENT</u>	<u>UTILITY MAINTENANCE</u>	<u>TOTAL</u>
<b>CEMETERY FUND</b>		\$ 4,391			\$ 4,391
<b>WATER AND SEWER UTILITY FUND</b>			\$ 51,531	\$ 13,535	\$ 65,065
TOTAL	<u>\$ -</u>	<u>\$ 4,391</u>	<u>\$ 51,531</u>	<u>\$ 13,535</u>	<u>\$ 69,457</u>



**CITY OF MANDAN  
DEBT SERVICE  
(AS OF JULY 2015)**

**AMORTIZATION SCHEDULE**

YEAR	CAPITAL LEASE STREET DEPARTMENT	CAPITAL LEASE LANDFILL	GENERAL OBLIGATION BONDS LIBERTY MEMORIAL BRIDGE	SPECIAL ASSESSMENT BONDS SIDEWALK CURB GUTTER	SPECIAL ASSESSMENT BONDS STREET	SPECIAL ASSESSMENT BONDS WATER SEWER	REVENUE BONDS 2005B MANDAN COMMUNITY CENTER	REVENUE BONDS- WATER 2002 WATER TREATMENT PLANT	REVENUE BONDS- WATER 2008A WATER TREATMENT PLANT
2016	\$ 25,105	\$ 11,767	\$ 64,255	\$ 223,593	\$ 4,477,035	\$ 1,338,021	\$ 140,548	\$ 282,975	\$ 284,875
2017	\$ 25,105	\$ 11,767	\$ 67,533	\$ 183,567	\$ 4,249,333	\$ 1,219,208	\$ 140,868	\$ 282,875	\$ 284,750
2018	\$ 25,105	\$ 11,767	\$ 65,688	\$ 144,866	\$ 3,975,458	\$ 1,119,409	\$ 140,868	\$ 281,625	\$ 289,500
2019	\$ 203,000	\$ 11,767	\$ 68,740	\$ 107,593	\$ 3,606,667	\$ 999,778	\$ 140,603	\$ 282,250	\$ 289,000
2020		\$ 170,583	\$ 66,665	\$ 86,283	\$ 3,383,409	\$ 923,958		\$ 283,700	\$ 288,375
2021			\$ 69,460	\$ 60,611	\$ 3,092,448	\$ 819,640		\$ 284,950	\$ 292,625
2022			\$ 67,123	\$ 34,785	\$ 2,561,771	\$ 707,368			\$ 291,625
2023			\$ 69,650	\$ 14,263	\$ 1,780,920	\$ 386,466			\$ 290,500
2024			\$ 67,040		\$ 1,268,870	\$ 246,258			\$ 294,250
2025			\$ 69,290		\$ 972,425	\$ 129,362			\$ 297,750
2026			\$ 66,430		\$ 939,212	\$ 125,818			\$ 296,000
2027					\$ 910,650	\$ 122,234			\$ 299,125
2028					\$ 885,240	\$ 118,857			\$ 287,000
2029					\$ 315,658	\$ 86,342			
2030									
2031									
2032									
TOTAL	\$ 278,316	\$ 217,650	\$ 741,873	\$ 855,561	\$ 32,419,097	\$ 8,342,719	\$ 562,885	\$ 1,698,375	\$ 3,785,375
<b>SUMMARY</b>									
PRINCIPAL	\$ 252,752	\$ 191,541	\$ 590,000	\$ 808,314	\$ 28,585,417	\$ 7,382,070	\$ 510,000	\$ 1,559,000	\$ 3,195,000
INTEREST	\$ 25,564	\$ 26,109	\$ 151,873	\$ 47,246	\$ 3,833,679	\$ 960,649	\$ 52,885	\$ 139,375	\$ 590,375
TOTAL	\$ 278,316	\$ 217,650	\$ 741,873	\$ 855,561	\$ 32,419,097	\$ 8,342,719	\$ 562,885	\$ 1,698,375	\$ 3,785,375

**CITY OF MANDAN  
DEBT SERVICE  
(AS OF JULY 2015)**

**AMORTIZATION SCHEDULE**

YEAR	REVENUE BONDS- WATER 2010A WATER TREATMENT PLANT	LOANS- WATER 2013A WATER TREATMENT PLANT	REVENUE BONDS- WATER SEWER 2005 WATERMAIN	REVENUE BONDS- WATER 2008B SOUTH SIDE WATER RESERVOIR	LOANS- WATER 2014A WATER METERS/ READING SYSTEM	REVENUE BONDS- SEWER 1997 WASTEWATER TREATMENT PLANT	REVENUE BONDS- SEWER 2008A WASTEWATER TREATMENT PLANT	LOANS- SEWER 2013A WASTEWATER TREATMENT PLANT/ COLLECTION	LOANS- SEWER 2015A WASTEWATER TREATMENT PLANT
2016	\$ 447,762	\$ 61,934	\$ 77,430	\$ 531,390	\$ 116,030	\$ 331,250	\$ 104,875	\$ 126,404	\$ 220,082
2017	\$ 449,526	\$ 60,934	\$ 75,255	\$ 535,109	\$ 119,130	\$ 333,750	\$ 108,000	\$ 129,604	\$ 225,982
2018	\$ 451,006	\$ 59,934	\$ 77,945	\$ 538,337	\$ 117,130	\$ 331,000	\$ 106,000	\$ 127,704	\$ 226,682
2019	\$ 452,202	\$ 58,934	\$ 75,498	\$ 541,074	\$ 120,130	\$ 333,125	\$ 109,000	\$ 130,804	\$ 116,397
2020	\$ 458,114	\$ 62,934	\$ 77,910	\$ 543,321	\$ 118,030		\$ 106,875	\$ 128,804	
2021	\$ 458,600	\$ 61,834	\$ 80,000	\$ 545,078	\$ 120,930		\$ 109,750	\$ 131,804	
2022	\$ 458,802	\$ 60,734	\$ 76,880	\$ 546,344	\$ 118,730		\$ 107,500	\$ 129,704	
2023	\$ 458,720	\$ 59,634	\$ 78,640	\$ 547,119	\$ 121,530		\$ 110,250	\$ 132,604	
2024	\$ 463,354	\$ 63,534	\$ 75,280	\$ 547,404	\$ 119,230		\$ 107,875	\$ 130,404	
2025	\$ 462,562	\$ 62,334	\$ 76,800	\$ 552,199	\$ 98,417		\$ 110,500	\$ 133,204	
2026	\$ 466,486	\$ 57,816		\$ 556,339			\$ 113,000	\$ 130,904	
2027	\$ 469,984			\$ 554,826			\$ 110,375	\$ 133,604	
2028	\$ 473,056			\$ 562,822			\$ 112,750	\$ 136,204	
2029	\$ 470,702							\$ 133,704	
2030	\$ 473,064							\$ 136,204	
2031								\$ 138,604	
2032								\$ 46,092	
TOTAL	<u>\$ 6,913,940</u>	<u>\$ 670,552</u>	<u>\$ 771,638</u>	<u>\$ 7,101,359</u>	<u>\$ 1,169,284</u>	<u>\$ 1,329,125</u>	<u>\$ 1,416,750</u>	<u>\$ 2,156,352</u>	<u>\$ 789,144</u>
SUMMARY									
PRINCIPAL	\$ 5,555,000	\$ 596,682	\$ 615,000	\$ 5,700,000	\$ 1,051,487	\$ 1,250,000	\$ 1,195,000	\$ 1,820,188	\$ 754,115
INTEREST	\$ 1,358,940	\$ 73,870	\$ 156,638	\$ 1,401,359	\$ 117,797	\$ 79,125	\$ 221,750	\$ 336,164	\$ 35,029
TOTAL	<u>\$ 6,913,940</u>	<u>\$ 670,552</u>	<u>\$ 771,638</u>	<u>\$ 7,101,359</u>	<u>\$ 1,169,284</u>	<u>\$ 1,329,125</u>	<u>\$ 1,416,750</u>	<u>\$ 2,156,352</u>	<u>\$ 789,144</u>
		LOAN CAPACITY BALANCE			LOAN CAPACITY BALANCE			LOAN CAPACITY BALANCE	LOAN CAPACITY BALANCE
		<u>\$ 558,317</u>			<u>\$ 1,253,513</u>			<u>\$ 163,882</u>	<u>\$ 4,545,885</u>

**CITY OF MANDAN  
DEBT SERVICE  
(AS OF JULY 2015)**

**AMORTIZATION SCHEDULE**

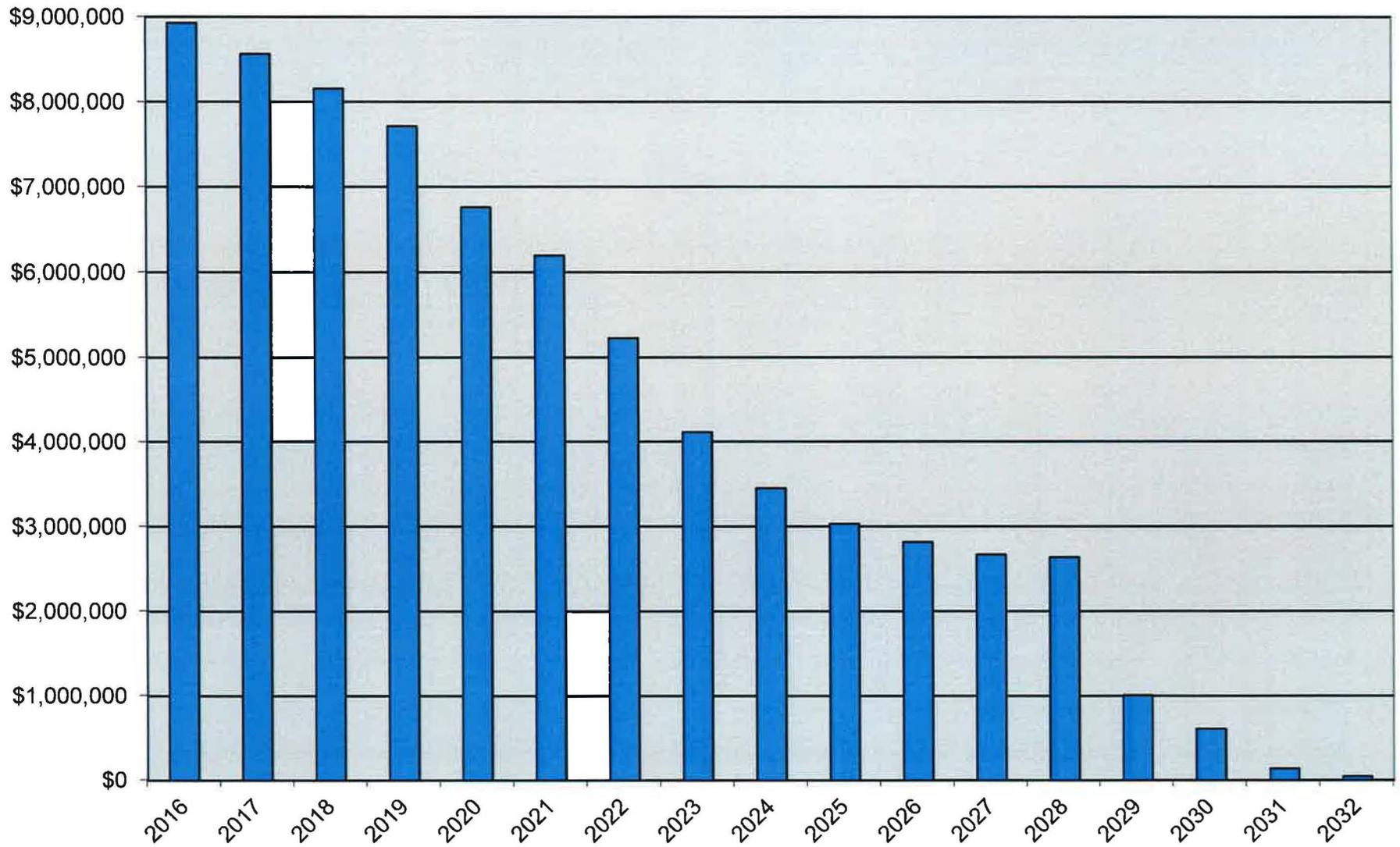
**REVENUE  
BONDS-  
SEWER 2008B  
SOUTH SIDE**

YEAR	<u>SEWERMAIN</u>	<u>TOTAL</u>
2016	\$ 62,750	\$ 8,928,080
2017	\$ 61,625	\$ 8,563,919
2018	\$ 65,500	\$ 8,155,522
2019	\$ 64,250	\$ 7,710,810
2020	\$ 63,000	\$ 6,761,960
2021	\$ 66,750	\$ 6,194,478
2022	\$ 65,375	\$ 5,226,740
2023	\$ 64,000	\$ 4,114,296
2024	\$ 67,625	\$ 3,451,123
2025	\$ 66,125	\$ 3,030,966
2026	\$ 64,625	\$ 2,816,629
2027	\$ 68,125	\$ 2,668,922
2028	\$ 61,500	\$ 2,637,429
2029		\$ 1,006,406
2030		\$ 609,268
2031		\$ 138,604
2032		\$ 46,092
<b>TOTAL</b>	<b>\$ 841,250</b>	<b>\$ 72,061,244</b>

<u>SUMMARY</u>		
<u>PRINCIPAL</u>	\$ 710,000	\$ 62,321,567
<u>INTEREST</u>	\$ 131,250	\$ 9,739,677
<b>TOTAL</b>	<b>\$ 841,250</b>	<b>\$ 72,061,244</b>

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# CITY OF MANDAN DEBT SERVICE (AS OF JULY 2015)



**CITY OF MANDAN  
2016 BUDGET  
CAPITAL OUTLAY**

**GENERAL FUND**

**MEMORIAL BUILDING MAINTENANCE**

ROOF REPAIR (CITY HALL) \$ 185,050

**INFORMATION TECHNOLOGY**

COMPUTER EQUIPMENT \$ 69,350

**POLICE**

2 VEHICLES (PATROL) \$ 62,000

**FIRE**

FURNITURE \$ 4,000

**BUILDING INSPECTION**

VEHICLE (TRANSFER FROM POLICE DEPARTMENT) \$ -

**STREET**

OFFICE EQUIPMENT AND FURNITURE \$ 3,500

PAINT SPRAYER MACHINE \$ 4,000

2 FUSION COUPLERS (SNOW BLOWERS) \$ 8,000

14' HYDRAULIC REVERSIBLE SNOW PLOW W/FUSION COUPLER \$ 16,000

WHEEL LOADER (5 YEAR LEASE) \$ 19,200

**FORESTRY**

20' TILT TRAILER (SKID-STEER LOADER) \$ 5,500

STUMP GRINDER (SKID-STEER LOADER ATTACHMENT) \$ 8,900

**GROUNDS MAINTENANCE**

96" SNOW BLADE (SKID-STEER LOADER) \$ 4,100

ZERO TURN MOWER \$ 10,450

FRONT MOUNT MOWER \$ 24,550

TOTAL \$ 424,600

**HUB CITY FUND**

HYDROCARBON DETECTOR (WATER TREATMENT) \$ 30,000

STORM WATER MASTER PLAN STUDY (YEAR 1 OF 2) \$ 100,000

TOTAL \$ 130,000

**1% CITY SALES TAX FUND**

NDDOT-TRAFFIC SIGNALS (MAIN STREET AND TWIN CITY DRIVE) \$ 25,000

DOWNTOWN STREET MAINTENANCE PROJECT-PHASE III (ENGINEERING) \$ 100,000

OLD RED TRAIL RECONSTRUCTION (HIGHLAND ROAD TO 47TH AVENUE NW) \$ 190,700

TOTAL \$ 315,700

**FIRE EQUIPMENT RESERVE FUND**

FIRE TRUCK (5 YEAR LEASE) \$ 90,000

**POLICE EQUIPMENT RESERVE FUND**

2 IN-CAR VIDEO RECORDERS \$ 8,650

**CITY OF MANDAN  
2016 BUDGET  
CAPITAL OUTLAY**

**WATER AND SEWER UTILITY FUND**

WATER TREATMENT

COMPUTER EQUIPMENT	\$	7,500	
COLLINS RESERVOIR ROOF REPLACEMENT STUDY	\$	45,000	CAPITAL IMPROVEMENT PROGRAM

WASTEWATER TREATMENT

SKID-STEER LOADER	\$	32,000	
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WATERLINE MAINTENANCE

WATERMAIN REPLACEMENT PROJECT	\$	404,050	CAPITAL IMPROVEMENT PROGRAM
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SEWERLINE MAINTENANCE

ODOR CONTROL PROJECT	\$	98,300	CAPITAL IMPROVEMENT PROGRAM
GIS PROJECT	\$	200,000	CAPITAL IMPROVEMENT PROGRAM
COLLECTION SYSTEM PROJECTS	\$	289,100	CAPITAL IMPROVEMENT PROGRAM

METER READING

WATER METERS (NEW CONSTRUCTION)	\$	100,000	
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	TOTAL	\$	<u>1,175,950</u>
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**SOLID WASTE UTILITY FUND**

20 YARD RECYCLING CONTAINERS (GRASS)	\$	9,500	
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LANDFILL COMPACTOR (5 YEAR LEASE)	\$	86,950	
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	TOTAL	\$	<u>96,450</u>
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**STREET LIGHT UTILITY FUND**

LIFT ASSEMBLY (BUCKET TRUCK)	\$	35,000	
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LED LIGHTS REPLACEMENT PROJECT	\$	54,000	CAPITAL IMPROVEMENT PROGRAM
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	TOTAL	\$	<u>89,000</u>
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**CITY SHOP FUND**

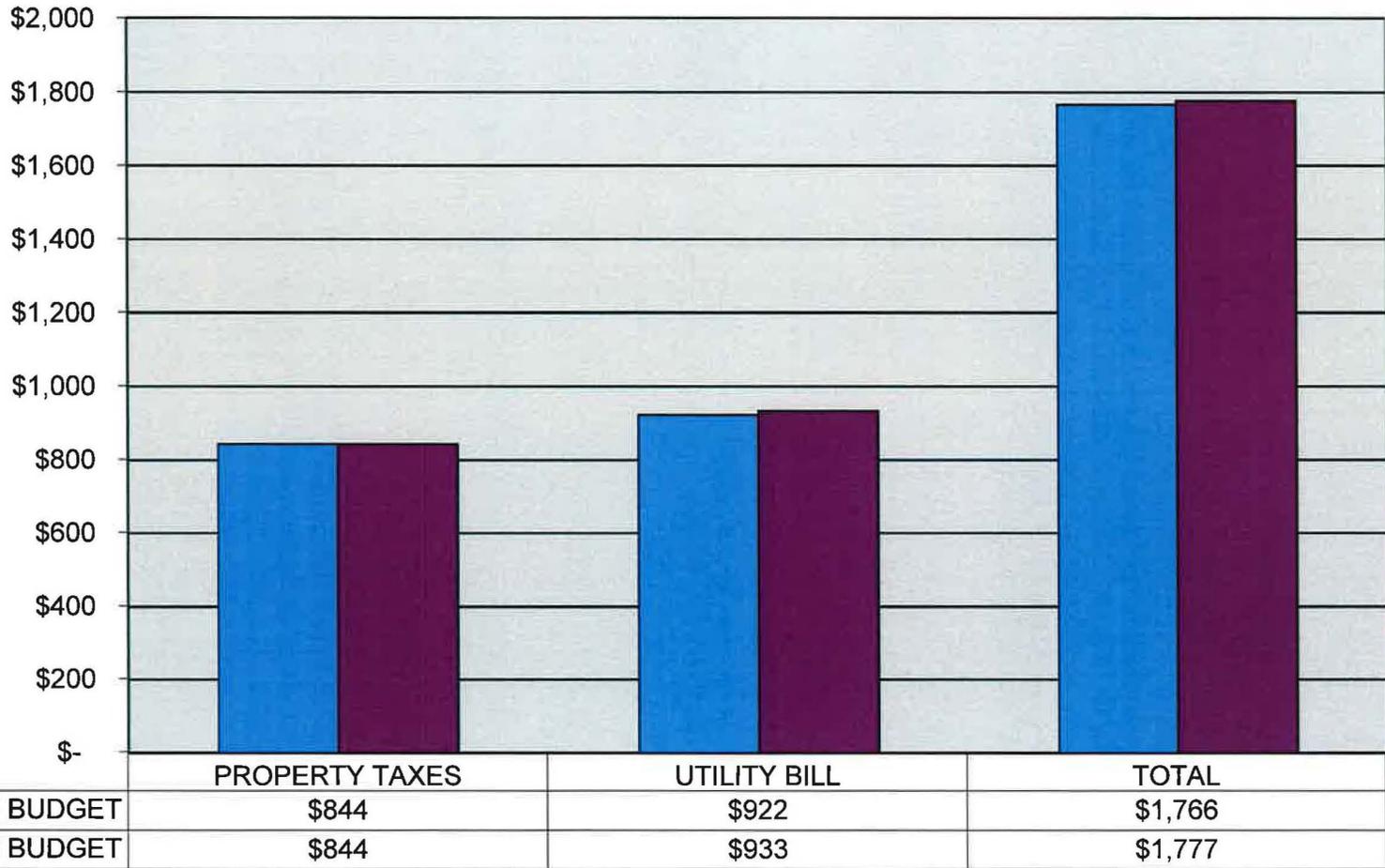
MOBILE HOIST LIFTING SYSTEM	\$	48,000	
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	TOTAL	\$	<u><u>2,378,350</u></u>
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**CITY OF MANDAN  
2016 BUDGET  
TRANSFERS**

<u>FUND</u>	<u>TRANSFER IN</u>	<u>FUND</u>	<u>TRANSFER OUT</u>			
703	CITY SHOP	100.103	GENERAL-AUDITOR	\$	170,200	INTERDEPARTMENTAL SERVICES/PUBLIC WORKS
100	GENERAL	201	HIGHWAY DISTRIBUTION	\$	1,373,500	STREET DEPARTMENT-MAINTENANCE
100	GENERAL	202	HUB CITY	\$	63,200	PLANNING AND ZONING DEPARTMENT-MPO STUDIES
546	STREET CONSTRUCTION	203	CITY'S SHARE OF SPECIAL ASSESSMENTS	\$	17,800	STREET #163 (YEAR 3 OF 15)
100	GENERAL	208	CEMETERY	\$	62,600	GROUNDS MAINTENANCE DEPARTMENT
100	GENERAL	214	1% CITY SALES TAX	\$	1,613,950	PROPERTY TAX REDUCTION
224	MANDAN GROWTH	214	1% CITY SALES TAX	\$	250,000	BUSINESS AND ECONOMIC DEVELOPMENT
431	MCC REVENUE BONDS OF 2005	214	1% CITY SALES TAX	\$	141,650	DEBT SERVICE
543	SEWERMAIN CONSTRUCTION	214	1% CITY SALES TAX	\$	4,450	STORM SEWER #32 (YEAR 3 OF 15)
546	STREET CONSTRUCTION	214	1% CITY SALES TAX	\$	17,800	STREET #163 (YEAR 3 OF 15)
548	WATER AND SEWER CONSTRUCTION	214	1% CITY SALES TAX	\$	10,050	WATER AND SEWER #61 (YEAR 3 OF 15)
630	STREET LIGHT UTILITY	214	1% CITY SALES TAX	\$	54,000	LED LIGHTS REPLACEMENT PROJECT
100	GENERAL	219	FIRE EQUIPMENT RESERVE	\$	86,050	FIRE DEPARTMENT-PENSION
543	SEWERMAIN CONSTRUCTION	601.656	WATER AND SEWER UTILITY-AUDITOR	\$	4,450	STORM SEWER #32 (YEAR 3 OF 15)
548	WATER AND SEWER CONSTRUCTION	601.656	WATER AND SEWER UTILITY-AUDITOR	\$	10,050	WATER AND SEWER #61 (YEAR 3 OF 15)
			TOTAL	\$	<u>3,879,750</u>	

# ANNUAL COST FOR CITY SERVICES



**EXISTING \$250,000 RESIDENTIAL HOME  
(WITH A VALUATION INCREASE OF 14% AND USING 8 UNITS OF WATER PER MONTH,  
EXCLUDING SPECIAL ASSESSMENTS)**

## ORDINANCE NO. 1215

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2015.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA:

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016.

General Fund	\$10,956,400
Highway Distribution Fund	1,373,500
Hub City Fund	193,200
City's Share of Special Assessments Fund	124,350
Cemetery Fund	221,650
City Visitors' Promotion Fund	59,300
Alarm-Equipment Reserve Fund	9,450
1% City Sales Tax Fund	2,558,850
Public Transportation System Fund	138,500
0.75% City Sales Tax Fund	1,959,850
Fire Equipment Reserve Fund	176,050
Mandan Growth Fund	209,100
Police Equipment Reserve Fund	25,750
BNSF Settlement Fund	3,550
Mandan SEP Trust Fund	1,950
Downtown Redevelopment Fund	72,150
Health and Safety Fund	39,650
Mandan Community Center Revenue Bonds of 2005 Fund	141,650
Liberty Memorial Bridge General Obligations Bonds Fund	65,450
Refunding Improvement Bonds Fund	6,065,800
City Visitors' Promotion Capital Construction Fund	164,300
Water and Sewer Utility Fund	7,373,700
Solid Waste Utility Fund	1,737,350
Street Light Utility Fund	464,850
City Shop Fund	411,900
Morton Mandan Public Library	717,883
Mandan Airport Authority	2,081,560

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2015 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

General Fund	\$3,311,790
City's Share of Special Assessments Fund	106,550
Cemetery Fund	138,308
Public Transportation System Fund	138,308
General Obligation Bonds Fund:	
Liberty Memorial Bridge	70,681
Refunding Improvement Bonds Fund:	
Street Improvement District #145	33,508
Street Improvement District #148	11,564
Mandan Airport Authority	276,616
Morton Mandan Public Library	484,079

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.

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

Attest:

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

First Consideration: August 18, 2015  
Second Consideration: September 15, 2015  
Final Passage and Adoption: September 15, 2015