

AGENDA
MANDAN CITY COMMISSION
DECEMBER 15, 2015
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the minutes from the December 1, 2015 Board of City Commission Regular Meeting
- E. PUBLIC HEARING:
- F. BIDS:
1. Consider award of fire truck bid. (See Res. & Ord. No. 8).
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
2. Consider approval of the City of Mandan Voting Locations for the June 14, 2016 Election.
3. Consider for approval plat for Old Red Trail Commercial Addition (Sports Complex site)
4. Consider Change Order #4 for SID #199.
5. Consider for approval the assessment of Delinquent Alarm Fees for 2015.
6. Consider CPM agreement for Main Street ADA project.
7. Consider Engineering Service Agreement with Toman Engineering for design and pre-bid services for Big Sky Street Improvement District.
8. Consider lease of home at Water Treatment Plant.
9. Consider contract for engineering and design services for wayfinding signage with Berberich Designs and KLJ.
10. Consider 2015 budget amendments for various departments within Public Works. (Revised 12-14-15)
11. Consider replat of Lot 3, Block 5, Meadows Fifth Addition
12. Consider approval of games of chance for First Lutheran Church Mandan on January 9, 2016 at Mandan Middle School.
13. Consider approval of Special Sunday openings for Lukes Bar LLC dba Silver Dollar Bar – January through March, 2016.

H. OLD BUSINESS:

I. NEW BUSINESS:

- ~~1. Presentation, Native American Development Center, Lorraine Davis~~
2. Presentation by Mike Manstrom, Dougherty & Company LLC, regarding the sale of \$9,025,000 Refunding Improvement Bonds of 2015, Series B. (See Resolutions #4i, #4ii, #4iii)
3. Consider approval of RFQ for engineering services for Water Treatment Facility and Water Distribution System work.
4. Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).
5. Consider Growth Fund Committee recommendations:
 - i. Appointment of 3 committee members for 2016-2018 terms
 - ii. Application for Flex PACE interest buy-down by Gramma Braun's Stores, Inc. (dba Classic Rock Coffee)
 - iii. Updates to interest buy-down policy
6. Consider the letter of intent and Rule G-17 letter from Dougherty & Company LLC as the Underwriter for the Sales Tax Revenue Bonds of 2016.
7. Consider Community Beautification Committee recommendation for committee appointment.

J. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance 1228 related to animal waste
2. First consideration of Ordinance 1229 related to noxious weeds and tall grass
3. Consider for adoption resolution setting fees for alarm systems
4. Consider Resolutions for Refunding Improvement Bonds of 2015, Series B:
 - i. Resolution Awarding Sale of Warrants and Bonds for \$9,025,000 Refunding Improvement Bonds of 2015, Series B.
 - ii. Financing Resolution for Street Improvement Districts #176, #177, #178, #179, #181, #182, #185, #186, #189, #190, #191, #192, #193, #195 Definitive Improvement Warrants.
 - iii. Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.
5. First consideration of Ordinance 1230 related to stormwater management penalties
- ~~6. First consideration of Ordinance 1231 related to solid waste~~
- ~~7. First consideration of Ordinance 1232 related to refuse, rubbish and outdoor storage.~~

Agenda
Mandan City Commission
December 15, 2015
Page 3 of 3

8. Consider approval of lease and Resolution for leasing agency for award of fire truck bid. (See Bids No. 1)

- K. OTHER BUSINESS:
 1. Consider the call for a Public Hearing on Special Assessment policy on January 19, 2016 at 5 p.m.

- L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
 1. January 5, 2016
 2. January 19, 2016 (5 p.m.)
 3. February 2, 2016

- M. ADJOURN

Public Communication

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

The Mandan City Commission met in regular session at 5:30 p.m. on December 1, 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, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim. Absent: Business Development Communications Director Huber.

2. *Presentation of retirement award to Gary Schmidt.* Mayor Van Beek extended a thank you to Gary Schmidt for his many years of service to the City of Mandan. He was presented with a retirement gift for his 43 years of service and on behalf of the City Commission, Mayor Van Beek wished him well in his retirement years.

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

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission of November 14, 2015 Special Meeting; November 17, 2015 Regular Meeting & Joint Meeting with Park Board; November 23, 2015 Special Meeting.* Commissioner Rohr 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 approval of NDDOT Maintenance Certification Agreement.*
2. *Consider entering into an agreement with North Dakota Youth Correction Center for snow removal.*
3. *Consider approval of Out of State Travel for International Code Council training Classes.*
4. *Consider authorizing the Advertisement for Bids for the Emergency Generator Project.*

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

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Introduction of Project Proposal by KAT Communications Sr. Consultant, Harley Engelman.* Police Chief Bullinger introduced Harley Engelman who is the Senior Consultant with KAT Communications in Bismarck. Chief Bullinger stated that he and Morton County Sheriff Kirchmeier, Bismarck Police Chief Donlin, and a representative from the Burleigh County Sheriff's Department met with Mr. Engelman in September to discuss this project. He explained that KAT Communications is proposing a collaborative law enforcement initiative which is believed to help attract individuals into law enforcement careers and enhance awareness between the Bismarck-Mandan communities. Mr. Engelman is in attendance and has been invited to provide an overview of the proposal from KAT Communications in creating a professional marketing video for local law enforcement. The North Dakota Highway Patrol has a similar video that KAT Communications has done recently. The proposal is of no cost to any agency or entity.

Harley Engelman, from KAT Communications, came forward to present the project which was developed about a year ago wherein the Bismarck Tribune published an article about the on-going challenges with recruiting police officers. Mr. Engelman said KAT just came off building a similar video for the Highway Patrol and extended an invitation to key law enforcement officials in Bismarck-Mandan to develop a video that would feature different career and job fair events to attract and recruit officers into their force. KAT Communication focuses on social marketing for the betterment of the community to empower change in a positive manner. During discussion with the individuals it was clear there already is a close relationship amongst the law enforcement officers in our community. The goal is to build this in a slow methodical process to make sure we are answering a need and meeting the criteria of the political subdivisions. The proposal that was presented to the four departments began as a letter of support from each of them for KAT to proceed with the project. That letter outlined the three general areas for each of the respective law enforcement agencies.

The first area to look at is Career Awareness. KAT has significant experience developing eLearning modules or learning classrooms on a variety of different subject matters. In order to enhance potential career opportunities you have to get to the students earlier; either in middle school or the early high school ages. We looked at the possibility of building a module that would build career pathways to outline the different jobs that take place in law enforcement. The second issue discussed was recruiting and retaining. The third issue involves a diverse population in the community that is changing the culture of law enforcement. This has become challenging not only in Bismarck-Mandan but throughout the nation. The above three areas will be targeted in this proposal: 1. Career pathways; 2. Recruitment and retaining; and 3. Building an enhanced awareness or public relations within the community. After reviewing the needs, wants and desires with each

of the four entities, (then with all four entities together), they will work for an overall collective vision to work in the community to build a campaign that will enhance the trust between law enforcement and community members. After that phase, KAT will determine the cost of the project while working with an advisory group made up of members of the respective entities. KAT Communications will find the funding for the project. There will be no cost to the entities. At this time the request before the Commission is to support the project moving forward.

Commissioner Rohr commented that this project will be a tremendous tool for law enforcement considering all the issues on hiring and retaining good staff. He agreed it is important to utilize whatever resources are available to make the community as strong as possible.

Mr. Engelman stated that KAT Communications is a full scale market media management company with over 25 years of experience in marketing for both profit and non-profit entities. The project itself would be spanned out over a 3-year period with a Needs Assessment being conducted with each of the entities as soon as possible in order to determine the project timeline of goals. KAT Communications will be transparent throughout the whole process with everyone involved through its Advisory Committee so that anyone at any time would be able to seek a report when necessary. Each entity will be afforded the opportunity to provide their priorities of importance unique to them and KAT will work its way down the project steps after obtaining that information. That way no one entity will be on the forefront of the project. It will be a collaborative effort between the four entities.

Commissioner Laber commented that the approach as outlined will be interesting and challenging at the same time because it will be working with public and private entities. She requested that clarification be provided in that the project is deemed “with us” rather than “for us” in order to assure this is an appropriate move for the City. She asked what the procedure was before making a public announcement on this. She felt it was important that the project be approved by the City.

Mr. Engelman replied that the project would start with a Letter of Support signed by each of the Chiefs (or designee) with an anticipated roll out of the project in late January 2016 when it will be disclosed as to what the theme of the project will be. Regarding the funding, he stated that he does not foresee obtaining the dollars as being a difficult task. KAT is comfortable going into the community and presenting this project in such a way that both businesses and individuals will seek to support it. Grants will be written and local legislative individuals will be involved in project discussions. Mayor Van Beek commented that he is in favor of the proposal, along with the intent to go outside the State of North Dakota to attract qualified people rather than hiring from another city in North Dakota. This would alleviate creating another vacancy within our own state.

Commissioner Rohr moved to approve the proposal by KAT Communications for the creation of a professional marketing video for area law enforcement. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner

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

2. *Consider endorsement of road projects to submit to the MPO (Metropolitan Planning Organization) for NDDOT TIP (Transportation Improvements Program) for the year 2020.* Planning & Engineering Director Froseth stated that discussions with the Metropolitan Planning Organization (MPO) and NDDOT have occurred to determine priorities for funding requests for the various roadway projects for the 2020 projects. He presented a list of projects in the order of priority submitted to the MPO as determined for the City of Mandan for the year 2020. He said that this list is similar to the list submitted in 2014 for the 2019 applications. However, the City of Mandan was unsuccessful in getting any of the projects approved for the 2019 TIP (Transportation Improvement Program) due to funding constraints.

The applications submitted and the order of priority of the urban roads projects are:

(1) McKenzie Drive Southeast from westbound off-ramp to and including intersection of 46th Avenue Southeast. This project will be adjacent to where the new YMCA facility will be constructed which has created a push for signalization in this area. It may be possible to swap this project with one that the City already has programmed in for 2017. That project will be comparable in cost, which is the reconstruction on 27th Street from 1806 to 8th Avenue Northwest. It may be swapped for a 2017 project if approved for 2020.

(2) Reconstruction of 8th Avenue Northwest from Old Red Trail to 27th Street Northwest.

(3) Sunset Drive Northwest. This would be an extension project as it is currently an open road.

(4) Extension of Division Street from 8th Avenue Northeast to Mandan Avenue. That would give the northeast part of Mandan access to interstate.

(5) Extension of Division Street west from Sunset to Lohstreter. This would be on the west side of Sunset Drive to Lohstreter. This would offer opportunity for development in this part of the City.

(6) A program project for Old Red Trail at 8th Avenue Northwest from 27th Street to 38th Street and then east to 1806. Originally the plan was to reconstruct out to 47th but due to enormous costs, it was scaled back.

(7) Old Red Trail reconstruction from 40th Avenue NW to 56th Avenue Northwest. The area between 47th and 56th Avenues will remain as a rural section.

Director Froseth stated that the rural projects are eligible for approximately 80% federal funding and 10% state funding with 10% local match (urban roads are 20%).

Urban Regional Program Projects include:

(8) Mandan Avenue, ORT, and 1806 from Interstate to 27th Street Northwest would be widening the shoulders and striping. Within this project there is consideration of signalization and a roundabout. Some improvements would be to the on-off ramp at I-94. These would be minor improvements.

(9) Main Street Concrete Pavement Repair from 10th Avenue West to Twin City Drive. This is a smaller project addressing projects with panels.

(10) Memorial Highway, Phase 1. Phase 1 would be the eastern third of Memorial Highway. This is a project that was identified in a study done in 2010 that would be split into three phases due to it being so large. Each phase would be done in 3-year increments due to funding cycles. This would be a full reconstruction of the roadway with a new section added to implement safety and pedestrian elements and it will include a multi-use pathway. The cost breakdown for this project would be 80% federal, 10% state and 10% local funding.

2016-2019 TIP Update: These projects are in the TIP program of which NDDOT has allocated funds of which they are expected to receive FHWA (Federal Highway Administration):

(11) Traffic signals on Memorial Hwy at 40th Avenue Southeast and 46th Avenue Southeast. This will be adding a signal at 40th and installing a permanent signal at 46th.

(12) Traffic signal improvement at Main Street and Twin City Drive.

(13) Reconstruct Old Red Trail from Highland Avenue to 47th Avenue Northwest.

2017 Projects:

(14) Replace and upgrade traffic signals on Main Street. Several streets involved.

(15) Concrete pavement repair on 10th Avenue Southwest from Heart River Bridge to Main Street.

(16) Reconstruction of 27th Street Northwest from 1806 to 8th Avenue Northwest. This will include adding curb and gutter of 27th Street to provide better access to the middle school area.

Director Froseth stated that for the years 2018 and 2019, the City was unable to obtain TIP projects for these two years.

Director Froseth requested approval of an endorsement of the applications in the order that they were submitted by prioritization.

Commissioner Tibke asked what the benefit would be to the City if we were to take over maintenance of Memorial Highway? Director Froseth stated that the benefit would be a rebuilt corridor. The only way they would agree to the federal dollars for funding towards this project is if the City would take over the maintenance. Commissioner Tibke questioned whether that could be negotiated since it is a state highway. We could participate but she doesn't want to take over the cost of maintenance for their road. Director Froseth stated he would inquire if it is negotiable. Commissioner Tibke requested this project be removed until negotiations occur.

Commissioner Rohr asked if we are seeking to approve the presentation of projects with this or are we agreeing to any stipulations that may be attached to them. Or are we simply saying, "Here are our priorities and here is what we would like to see". Director Froseth explained that this is the first step in the process. There is an understanding by the state that we should be taking over the maintenance if the project goes forward. Right now we

are attempting to get the projects into the program. We are not agreeing to the maintenance at this point. The projects have to be accepted by them first. Commissioner Tibke reiterated that it will be important to discuss with the state and that one project should not be tied to another.

City Attorney Brown commented that this is just the process for getting the projects in line for 2020. This is similar to a “wish list”. With regard to Memorial Highway improvements, he commented that the City will not get funding unless the City agrees to maintain it. That does not have to be decided at this meeting.

Commissioner Tibke moved to approve the TIP projects sent to MPO for their consideration and forwarding to the NDDOT. Commissioner Rohr seconded the motion. Commissioner Laber stated that she does not live down south and does not travel McKenzie Drive or 46th. But she travels to the middle school often. She questioned whether the traffic studies for those projects are definitely a higher priority where we would swap them out? Director Froseth stated that 27th is on the list of project improvements for 2017. If accepted into the program, then they could be swapped if need be. Commissioner Rohr commented that there are a number of circumstances to consider when prioritizing the projects. Director Froseth stated that the McKenzie Drive and 46th Street project will include a signal at that intersection wherein the 27th Street project will be a reconstruction project of widening the street and curb and gutters.

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

3. *Consider recommendations from the Visitors Committee:*

(i) *Appointment of Maria Walen:* City Administrator Neubauer stated that the Visitor’s Committee met November 23rd and there was one opening on the Committee. Maria Walen, the new general manager at the Comfort Inn and Suites applied for the position and submitted a letter of interest. The Committee recommended that she be appointed to a two-year term. She is new to the community and has an interest to be involved in matters that involve visitors coming to the community. Commissioner Laber moved to approve the appointment of Maria Walen to a two-year term on the Visitors Committee. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

(ii) *Funding and proposals for visitor wayfinding signage:* City Administrator Neubauer stated this is one of the products of the Comprehensive Use and Land Transportation Plan wherein it was identified that Mandan has a lack of visitors signage when entering the major points of the community. The Visitors Committee met in August proposals were drafted for the City Commission to consider wayfinding signage and a branding within the community. Three proposals were received. Berberich Design partnered with KLJ Associates, Wenck and Associates partnered with Indigo Signs, and another applicant from out of state who didn’t have any Engineering Services provided in

their proposal, (thus they weren't considered). The Visitors Committee recommends entering into a contract with Berberich Design and KLJ based on their joint proposal. That proposal would include site evaluations, engineering and sign design services. The Committee would like to see consistent signage throughout the City. Deliverables would be research and programming; schematic design; design development; and design intent, shop drawings, engineering, preparation of bid fabrication, installation and landscaping. The Visitors Committee recommended entering into a contract with the Berberich Design and the KLJ Team with the recommended approval of up to a \$250,000 budget for the project. They also recommended that a task force or a committee be formed to overlook the project to assist with site and sign design selection. Once we have signed proposals done and the drawings have been completed, that information will then come back to the City Commission for approval before going out for bids. The funds would come out of the Visitors Fund that is comprised of dollars collected from the food and lodging tax. Currently there is over \$911,000 in that fund so there is adequate monies available to cover the project costs.

Commissioner Tibke moved to approve funding of up to \$250,000 to cover all aspects of the Mandan visitor wayfinding signage project and to authorize staff to negotiate a contract for the engineering and design services with Berberich Design and KLJ based on their proposal submitted and to appoint Commissioner Braun as a City Commissioner to the ad hoc visitor wayfinding sign committee. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

(iii) Additional funding for rehabilitation of Beanery building: City Administrator Neubauer stated the Mandan Visitor Committee is requesting a change order for the project at the Beanery. After the contractor cleaned much of the brickwork on the outside, they discovered that rather than the 30% of the building that was included in the original bid, additional tuck-pointing is needed in order to attempt to match mortar. They, therefore, recommend full building tuck-pointing with the work to be completed in the spring of 2016. The Visitors Committee recommends moving forward on this.

Commissioner Tibke moved to approve the Change Order of \$27,660 for additional tuck-pointing and architectural fees for the Mandan Beanery rehab project and extending the completion date to June 1, 2016. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

1. *Second Consideration and Final Passage of Ordinance No. 1226 amending Sec. 24-11-2 of the Mandan Code of Ordinances related to driving while license suspended or revoked.* Commissioner Tibke moved to approve the Second Consideration and Final Passage of Ordinance No. 1226 amending Sec. 24-11-2 of the Mandan Code of Ordinances related to driving while license suspended or revoked. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke:

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

2. *Second Consideration and Final Passage of Ordinance No. 1227 amending and reenacting Chapters 115 and 117 and creating and enacting Chapter 119 of the Mandan Code of Ordinances related to potable water, sanitary sewer, wastewater, storm water and solid waste.* Commissioner Laber moved to approve the Second Consideration and Final Passage of Ordinance No. 1227 amending and reenacting Chapters 115 and 117 and creating and enacting Chapter 119 of the Mandan Code of Ordinances related to potable water, sanitary sewer, wastewater, storm water and solid waste. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

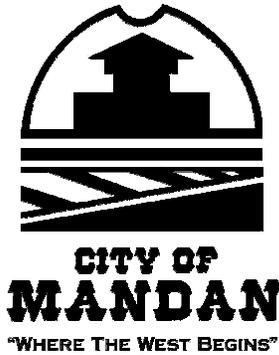
K. OTHER BUSINESS:

1. Mayor Van Beek commented that the arrival of Santa Claus at the Harvest Grill on November 28th was a successful event sponsored by the Mandan Progress Organization.

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 6:47 p.m. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: November 30, 2015
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Steve Nardello, Fire Chief
PRESENTER: Steve Nardello, Fire Chief
SUBJECT: Fire Truck Bids

STATEMENT/PURPOSE: To consider bids received on November 23, 2015 for a new fire truck and consider approval of lease and resolution for leasing agency.

BACKGROUND/ALTERNATIVES: The Mandan Fire Department advertised for the request of bids on a new fire truck with all bids to be received no later than 2:00 p.m. Monday November 23, 2015. We opened all five bids that we received with amounts ranging from \$544,820 to \$519,000. After thoroughly reviewing the two lowest bids, Toyne with a base bid of \$519,000 and Pierce with a base bid of \$530,437, we found several allowable deductions from Pierce's base bid and no allowable deductions from Toyne.

Battalion Chief Bitz spoke with representatives from Pierce to ensure that all Mandan Fire Department bid specifications were contained within their proposal and that we would in fact receive deductions as contained within their bid. The result of Battalion Chief Bitz's research was that there were two allowable deductions from Pierce. One deduction from pierce is \$7,922 for shorter body style and the other is \$9,404 for eliminating a foam system. The shorter body style is what we prefer and was communicated, through e-mail, to all bidders prior to bid opening and the foam system was never contained within our truck specifications therefore created an unnecessary additional cost. The two deductions from the Pierce base bid results in Pierce being the lowest bid of \$513,111 and I recommend another deduction of \$7,557 for 50% prepayment of the truck chassis for a total of \$505,554.

Battalion Chief Bitz also discussed additional options of an enclosed pump panel, locking rear differential and multiplex electronic system that we would like to include on the new truck with an additional cost of \$10,789. Truck total, with additional options and recommended deductions, will be \$516,343.

ATTACHMENTS: Bid tabulation sheet, Equipment Replacement Schedule, Resolution, and Lease Proposal

FISCAL IMPACT: Funding for the purchase of a new truck will come from the fire equipment reserve that has an estimated balance of \$445,567 before the \$240,000 down payment. We will need to amend the 2015 fire equipment budget to add \$240,000 expenditure for down payment with the balance to be a five year lease purchase option with five equal payments of \$57,288.79

from the fire equipment reserve. The truck will be complete and delivered in 2016 which would make the remaining purchase part of the 2016 fire department budget.

STAFF IMPACT: There will be a pre-construction meeting and mid-construction meeting held at the factory that will require several staff members to travel out of state with all expenses to be paid by Pierce. In addition, Pierce will provide training to all firefighters at the time the new truck is delivered.

LEGAL REVIEW: City Attorney, Malcolm Brown, has reviewed the bid advertisement, resolution, and bid tabulation.

RECOMMENDATION: I recommend the Commission award the bid for a new fire truck to Pierce Manufacturing for a total amount of \$516,343.00 with \$240,000 down payment due at contract signing with the balance to be in the form of a five year lease and to amend the 2015 fire equipment reserve to include a down payment of \$240,000. I also recommend approving a five year annual \$57,289 lease agreement with PNC Equipment Finance, LLC as well as a resolution establishing lease agreement terms with PNC Equipment Finance, LLC for a new fire truck.

SUGGESTED MOTION:

1. Move to award the bid for a new fire truck to Pierce Manufacturing for a total amount of \$516,343.00 with a down payment due at contract signing of \$240,000 with the balance to be in the form of a five year lease and to amend the 2015 fire equipment reserve to include a \$240,000 down payment.
2. Approve a five year annual \$57,289 payment lease agreement with PNC Equipment Finance, LLC for a new fire truck
3. Approve a resolution establishing lease agreement terms with PNC Equipment Finance, LLC for a new fire truck

Board of City Commissioners
 Agenda Documentation
 Meeting Date: December 15, 2015
 Subject: Fire Truck Bids
 Page 3 of 7

City of Mandan Fire Department
 Equipment Replacement and Staffing Schedule

Vehicle Inventory as of 2015

Unit	Year	Description	Replacement Plan
Engine 12	1993	Pierce Pumper	2016 Replace with new
Brush 1	2001	Ford Brush Truck	2021 Replace with new
Unit 2	2004	Chevrolet Tahoe	2016 Replace with used police vehicle
Ladder 14	2004	E-One Ladder	2029 Replace with new
Unit 1	2006	Chevrolet Tahoe	2017 Replace with used police vehicle
Engine 21	2007	E-One Pumper	2027 Replace with new
Chief 1	2008	Ford Expedition	2018 Replace with used police vehicle
Engine 11	2013	Spartan Pumper	2033 Replace with new
Air 1	2010	Mobile Compressor	2030 Review for replacement

	Year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Fire Equipment Reserve Beginning Balance		\$ 111,190	\$ 90,096	\$ 264,515	\$ 205,567	\$ 216,795	\$ 228,022	\$ 239,249	\$ 250,476	\$ 261,704	\$ 275,220

Revenue:

WSI Grant			\$ 5,266	\$ 14,225							
Homeland Security Grant				\$ 14,250							
Fire Insurance Taxes		\$ 126,262	\$ 141,569	\$ 154,566	\$ 154,566	\$ 154,566	\$ 154,566	\$ 154,566	\$ 154,566	\$ 154,566	\$ 154,566
Donations				\$ 800							
General Fund		\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Expenditures:

WSI Grant			\$ (7,296)	\$ (19,169)							
MDC			\$ (15,120)								
Equipment under \$5,000				\$ (33,620)							
Brush Truck										\$ (55,000)	
Replace Engine 12		\$ (197,356)									
Fire Truck				\$ (240,000)	\$ (57,289)	\$ (57,289)	\$ (57,289)	\$ (57,289)	\$ (57,289)		
Replace Tahoe						PD Unit					
Replace Tahoe							PD Unit				
Replace Expedition								PD Unit			
General Fund-Fire Department Pension					\$ (86,050)	\$ (86,050)	\$ (86,050)	\$ (86,050)	\$ (86,050)	\$ (86,050)	\$ (86,050)

Fire Equipment Reserve Ending Balance		\$ 90,096	\$ 264,515	\$ 205,567	\$ 216,795	\$ 228,022	\$ 239,249	\$ 250,476	\$ 261,704	\$ 275,220	\$ 343,736
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Personnel:

Firefighter/EMT	6	4	0	0	4	2	2	2		
Captain	3									
Total	9	13	13	13	17	19	21	23	23	23

Additional personnel requests would provide the following staffing by 2020:
 2- Firefighters per station with three stations
 3- firefighters per station with two stations



Tax Exempt Lease Purchase

SALES ORGANIZATION:	North Star Fire Apparatus – Gib Yakesh	12/9/2015
LESSEE:	Mandan FD	Contact information:
TYPE OF EQUIPMENT:	(1) Pierce Enforcer Pumper	Michele Zitko
EQUIPMENT COST:	\$516,343.00	Locator: B4-B230-05-07
CUSTOMER DOWNPAYMENT:	\$240,000.00 (due <u>at contract</u> signing)	155 East Broad St
AMOUNT TO FINANCE:	\$263,116.70 (includes \$13,226.30 in prepay discounts)	Columbus, OH 43215
DELIVERY TIME:	Standard delivery	Ph: (800) 820-9041 ext. 2
PAYMENT MODE:	Annual In Arrears	Fax: (800) 678-0602
FIRST PAYMENT DUE DATE:	1 Year After Lease Commencement	michele.zitko@pnc.com
LEASE COMMENCEMENT DATE:	Upon contract signing with Pierce	

Term	5 years
Number of Payments	5 Annual
Payment Amount	\$57,288.79
Rate	2.90%

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction.

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest.

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Michele Zitko

**Board of City Commissioners
City of Mandan, North Dakota**

WHEREAS, the City of Mandan is a political subdivision of the State of North Dakota and is duly organized and existing pursuant to the Constitution and laws of the State of North Dakota, and

WHEREAS, pursuant to applicable law, the governing body of the City of Mandan is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions of operations of the City of Mandan, and

WHEREAS, the City of Mandan hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding \$263,116.70 for the purpose of acquiring a new Pierce Enforcer Fire Engine appropriate and necessary to the functions and operations of the City of Mandan, and

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said leases.

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

Section 1. Either Fire Chief Nardello or Finance Director Welch acting on behalf of the City of Mandan, are hereby authorized to negotiate, enter into, execute, and deliver one or more leases in substantially the form set forth in the document presently before the City of Mandan, which document is available for public inspection at the offices of the City of Mandan. Each Authorized Representative acting on behalf of the City of Mandan, is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the City of Mandan to execute and deliver agreements and documents relating to the Leases on behalf of the City of Mandan.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the City of Mandan as set forth therein.

Section 4. The City of Mandan's obligations under the Leases shall be subject to annual appropriation or renewal by the City of Mandan as set forth in each Lease and the City of Mandan's obligations under the Leases shall not constitute general obligations of the City of Mandan or indebtedness under the Constitution or laws of the State of North Dakota.

Section 5. As to each Lease, the City of Mandan reasonably anticipates to issue not more than \$10,000,000 of tax exempt obligations (other than "private activity bonds" which are not "qualified 501(c) (3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended

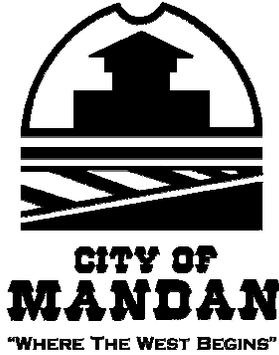
Section 6. This resolution shall take effect upon its adoption and approval.
ADOPTED AND APPROVE on this 15th day of December, 2015.

Approved and passed December 15, 2015, by members of the Board of City Commissioners.

ATTEST:

President, Board of City Commissioners
Arlyn Van Beek

City Administrator
Jim Neubauer



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 14, 2015
SUBMITTING DEPARTMENT: Auditor's Office
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: City of Mandan Voting Locations for June 14th, 2016 Election

STATEMENT/PURPOSE: Consider for approval the voting locations for the June 14th, 2016 election.

BACKGROUND/ALTERNATIVES:

ATTACHMENTS: Copies of the list established by the Morton County Auditor's Office.

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend approval of the voting locations for the June 14th, 2016 election.

SUGGESTED MOTION: Move to approve the voting locations for the June 14th, 2016 election as presented.

City of Mandan

PRECINCT NO.

District 31:

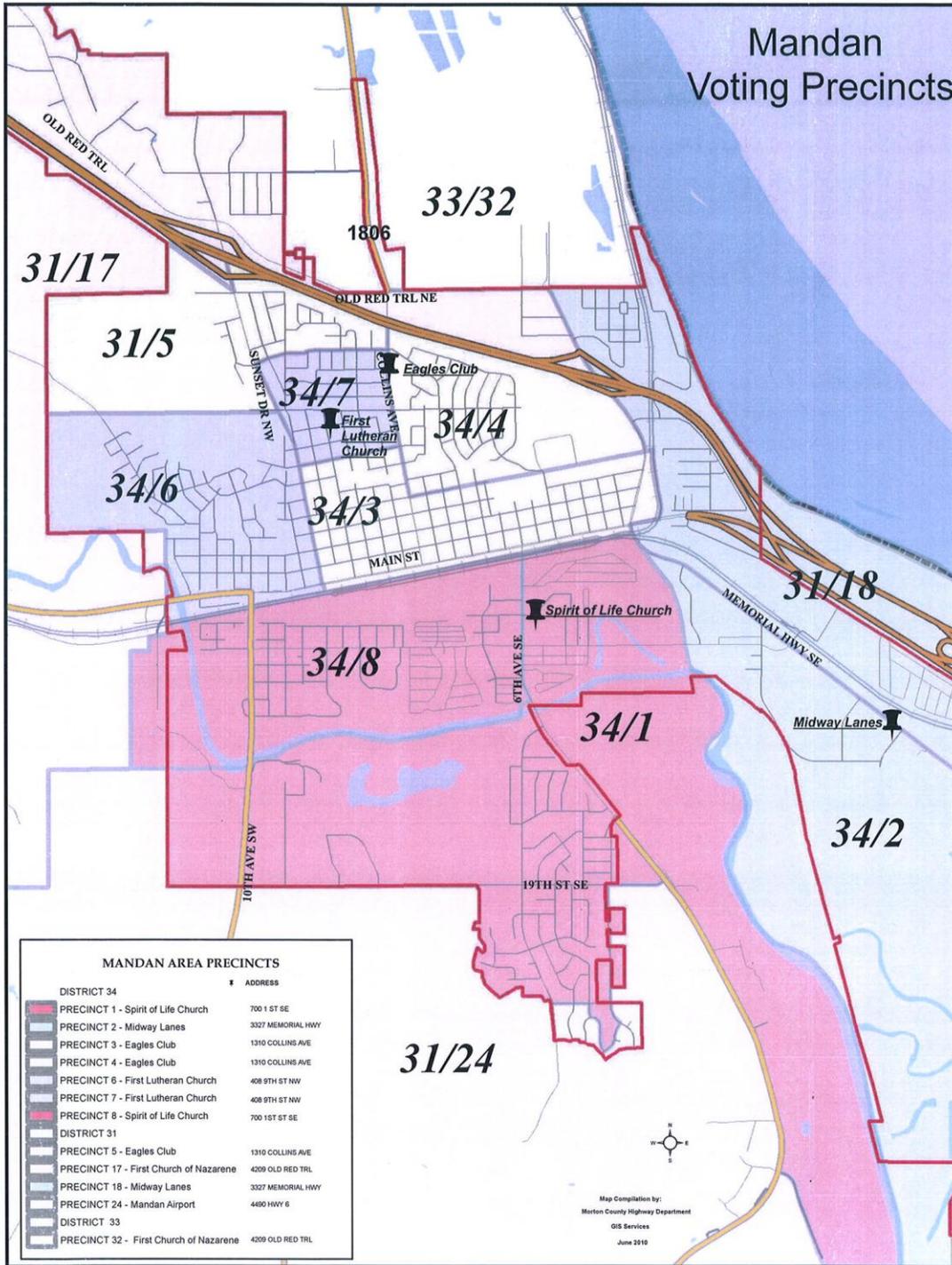
- | | |
|----|---|
| 5 | Eagles Club, 1310 Collins Avenue, Mandan, ND |
| 17 | First Church of the Nazarene, 4209 Old Red Trail Mandan, ND
(North of the Seven Seas on Old Red Trail) |
| 18 | Midway Lanes, 3327 Memorial Highway, Mandan, ND |
| 24 | Mandan Airport, 4490 Highway 6, Mandan, ND |

District 33:

- | | |
|----|---|
| 32 | First Church of Nazarene, 4209 Old Red Trail, Mandan ND
(North of the Seven Seas on Old Red Trail) |
|----|---|

District 34:

- | | |
|---|---|
| 1 | Spirit of Life Catholic Church, 700 1 st Street SE, Mandan, ND |
| 2 | Midway Lanes, 3327 Memorial Highway, Mandan, ND |
| 3 | Eagles Club, 1310 Collins Avenue, Mandan, ND |
| 4 | Eagles Club, 1310 Collins Avenue, Mandan, ND |
| 6 | First Lutheran Church, 408 9 th Street NW, Mandan, ND |
| 7 | First Lutheran Church, 408 9 th Street NW, Mandan, ND |
| 8 | Spirit of Life Catholic Church, 700 1 st Street SE, Mandan, ND |





Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval plat for Old Red Trail Commercial Addition

STATEMENT/PURPOSE:

Request is to plat area along Old Red Trail for development of a sports complex and commercial uses.

BACKGROUND/ALTERNATIVES:

The area is currently undeveloped. The proposed plat includes 3 large parcels and 5 small parcels. The northeast large parcel will be developed with commercial uses. The northwest large parcel will be developed with a sports complex jointly by the Park District and the School District. The 3rd large parcel is located along the south side and includes a multi-use path and drainage areas. The 5 small parcels contain billboards.

Adjustments have been made to existing easements and new easements added. A new public street right-of-way has been added to connect 16th Street NE to Old Red Trail.

The Planning and Zoning Commission reviewed the preliminary plat on October 26, 2015 and reviewed the final plat on November 30, 2015 during a noticed public hearing. No public comments were offered and the Planning and Zoning Commission voted unanimously to recommend approval of the final plat.

ATTACHMENTS:

1. Aerial photo
2. plat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Recommend approval.

SUGGESTED ACTION:

Move to approve plat for Old Red Trail Commercial Addition



OLD RED TRAIL COMMERCIAL ADDITION TO THE CITY OF MANDAN

DEVELOPER: MANDAN PARKS & RECREATION DISTRICT 2001 87TH AVENUE SE MANDAN, ND 58048	OWNER: MANDAN AVE. INVESTORS, LLP 204 SQUARE BUTTE LANE MANDAN, ND LOT 3.F. BLK 1	OWNER: MANDAN INVESTORS, LLP PO BOX 1715 BISMARCK, ND 58002 LOT 1.F. BLK 1 LOT 1. BLK 2	ENGINEER/SURVEYOR: KENT 4140 GOLDMAN ST BISMARCK, ND 58002
---	--	--	--

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, AUDITOR'S LOTS S-2, S-3, S-4 AND S-5 OF THE SOUTHEAST QUARTER, AUDITOR'S LOT S-1 OF LOT 2 OF LOT A OF THE SOUTHWEST QUARTER AND ALL OF LOT 2 OF LOT A OF THE SOUTHWEST QUARTER, SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, AUDITOR'S LOTS S-2, S-3, S-4 AND S-5 OF THE SOUTHEAST QUARTER, AUDITOR'S LOT S-1 OF LOT 2 OF LOT A OF THE SOUTHWEST QUARTER AND ALL OF LOT 2 OF LOT A OF THE SOUTHWEST QUARTER, SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 22 WHICH IS THE POINT OF BEGINNING THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST LINE OF SAID SECTION 22, 3,907.41' A DISTANCE OF 102.19 FEET TO THE NORTH RIGHT OF WAY OF INTERSTATE 48; THENCE ALONG SAID NORTH RIGHT OF WAY OF INTERSTATE 48, N 87°42'10" E A DISTANCE OF 358.77 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE 48 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1120.00 FEET AND AN ARC LENGTH OF 482.64 FEET; AN INTERIOR ANGLE OF 92°57'41" AND THE CHORD BEING 817.27' TO A CURVED DISTANCE OF 882.50 FEET TO THE EAST RIGHT OF WAY LINE OF COLLINGS AVENUE; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF COLLINGS AVENUE, N 82°21'17" W A DISTANCE OF 461.00 FEET TO THE SOUTH LINE OF LOT 1 OF AUDITOR'S LOT A AS SHOWN IN EXHIBIT NO. 13716, REGISTERED AT THE MORTON COUNTY REGISTERED OFFICE; THENCE ALONG SAID SOUTH LINE OF LOT 1 OF AUDITOR'S LOT A, N 89°01'17" E A DISTANCE OF 172.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE ALONG THE EAST LINE OF SAID LOT A AND LOT A, N 40°22'17" E A DISTANCE OF 130.21 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, N 87°11'18" E A DISTANCE OF 488.21 FEET TO THE SAID POINT OF BEGINNING. SAID TRACT CONTAINS 2,881,258 SQUARE FEET OR 65.887 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KENT A. DRYN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENT A. DRYN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 N.D. REGISTRATION NO. 3463

STATE OF NORTH DAKOTA
 COUNTY OF BURLEIGH

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED KENT A. DRYN, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE INTER-CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

OWNERS CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXCLUSION OF SAID PLAT, AND TO DEDICATE ALL THE STREETS, ALLEYS, FRINGS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, DRAINAGE, WATER LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS, OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LAND FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITIES LINES OF ANY KIND UNDER, ON, OR OVER THESE CERTAIN STREETS OF LAND AS DEPICTED.

MANDAN AVE. INVESTORS, LLP STATE OF NORTH DAKOTA COUNTY OF _____	MANDAN AVE. INVESTORS, LLP STATE OF NORTH DAKOTA COUNTY OF _____
--	--

ON THIS _____ DAY OF _____, 20____, APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DO ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, THE FOLLOWING ACTION BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, WAS THEREBY RESOLUTION THE _____ DAY OF _____, 20____.

JIM NEUBAUER - CITY ADMINISTRATOR	HELEN YAN BEKA, PRESIDENT OF THE BOARD OF CITY COMMISSIONERS
-----------------------------------	--

APPROVAL OF THE CITY ENGINEERING DEPARTMENT

I, _____, REGISTERED ENGINEER, CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "OLD RED TRAIL COMMERCIAL ADDITION, MANDAN, NORTH DAKOTA" AS SHOWN ON THE ANNEXED PLAT.

REGISTERED ENGINEER, CITY OF MANDAN

APPROVAL OF CITY PLANNING COMMISSION

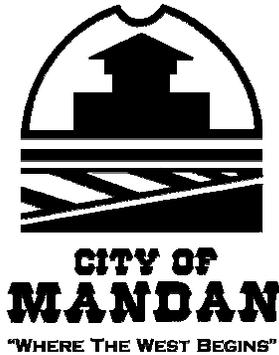
THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, ON THE _____ DAY OF _____, 20____, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA. ORDINANCES OF THE CITY OF MANDAN, NORTH DAKOTA AND REGULATIONS ADOPTED BY SAID CITY PLANNING COMMISSION, IN VETERIS VINCERE ARE SET THE HANDS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBERTSON - CHAIRMAN	HELEN MOSEY - SECRETARY
---------------------------	-------------------------

AUDITOR'S OFFICE, MORTON COUNTY, NORTH DAKOTA, DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTALLMENTS OF SPECIAL ASSESSMENTS, FRAG AND TRANSFER ACCEPTED.

DAWN RHONE, COUNTY AUDITOR	APPROVED BY THE COUNTY AUDITOR'S OFFICE
BY _____ DEPUTY	DAWN RHONE, COUNTY AUDITOR
_____ DATE	BI _____ DEPUTY





Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Change Order #4 for SID #199 (Downtown, east side SID).

STATEMENT/PURPOSE: In accordance with city change order policy, change orders of contract increase greater than \$50,000 must be approved by city commission.

BACKGROUND/ALTERNATIVES: This change order is necessary to address the increase in quantity of water needed for the project. The original project only called for water needed to irrigate grass areas after reseeded. With the change of scope to a CSB (Cement Stabilized Base) method for the base, much more water is needed to mix in with the CSB as part of the process. Since the original intent of the water bid item was not to include this amount for this application, we have renegotiated with the contractor to a price we believe is fair. More information is provided with the attachments provided by the consultant.

ATTACHMENTS:

1. Change Order #4, City Form
2. Change Order #4, Consultant Form
3. Consultant Memo Describing Change Order

FISCAL IMPACT: Adds \$57,799.00 to the contract amount. The project is still well within the 10% contingency amount and as outlined in the consultants letter, we expect quantity under-runs for other items to keep the construction amount near the base bid.

STAFF IMPACT: Minimal

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

RECOMMENDATION: Approve Change Order #4

SUGGESTED MOTION: Move to approve Change Order #4 for additional water needed.

CONTRACT CHANGE ORDER FORM

DEPARTMENT

Contract between the City of Mandan and Swanberg Construction Inc.

Contract Number: 2014-28 SID 199 Change Order Number: 4

Project/Subproject: Downtown East Side Street Improvements

Original Contract Amt: \$2,641,458.69

Project Description: Reconstruct local streets in the NE area of Mandan

Previous Contract Amount: \$2,701,118.74

Change Order Amount: \$57,799.00

Original Contract Date: 7/22/2015 Change in Contract Timeline: 0 days

Within Project Scope: (Y) N Within Project Funding: (Y) N

Type of Change Order:

X Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.

 Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.

 Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

 Other: _____
(describe)

Project Manager (Department Head) Signature (<\$25,000): _____ Date

ADMINISTRATION

City Administrator Signature (<\$50,000): _____ Date

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: December 15, 2015

Attach Minutes for Commission Approval

Fiscal

Comments: _____

TO ALL DEPARTMENTS: Please attach a copy of the change order.

	Owner: City of Mandan	Date: November 16, 2015
	Contractor: Mariner Construction	

CONSTRUCTION CHANGE ORDER NO. 4
 2015 Downtown Street Improvement District #199
 City of Mandan Project No.: 2014-28
 Stantec Project No.: 193803095

Description of Work

This Construction Contract Change Order reflects a change in the bid items due to inadvertently omitting a line item for Water Usage for Cement Stabilization. During the process of Cement Stabilization, Watering for landscaping purposes was used for stabilization since it was the only item present for water. Watering for landscaping purposes is a relatively small amount with a high unit price. As a result, an associated item is required and provided by the Project Engineer. Water Usage for Cement Stabilization is included in this change order. Payment under this change order will be full compensation for obtaining, supplying, delivering and application of Water Usage for Cement Stabilization. The 30 MGAL that was previously paid for watering for stabilization under Line Item 31, Watering, will be subtracted from that item and added to this new Line Item in this Change Order. Line Item 31 will remain to be used for Watering for landscaping purposes as needed.

			Contract	Unit	Total
CHANGE ORDER NO. 4					
1	Water Usage for Cement Stabilization.	MGAL	251.3		\$57,799.00
TOTAL CHANGE ORDER NO. 4:					\$57,799.00

Board of City Commissioners
 Agenda Documentation
 Meeting Date: December 15, 2015
 Subject: Change Order #4 for SID #199 (Downtown, east side SID).
 Page 4 of 7

Original Contract Amount	\$2,641,458.69
Previous Change Orders	\$59,660.05
This Change Order	<u>\$57,799.00</u>
Revised Contract Amount (including this change order)	\$2,758,917.74

CHANGE IN CONTRACT TIMES

Original Contract Times:	
Phase 1 Completion Date	October 16, 2015
Phase 2 Completion Date	October 28, 2016
Final Completion Date	August 15, 2017

Increase of this Change Order:		None
Phase 1 Completion Date	CO#1	October 30, 2015
Phase 2 Completion Date		October 28, 2016
Final Completion Date		August 15, 2017

Contract Time with all approved Change Orders:		
Substantial Completion (days or date):	Phase 1	October 30, 2015
Ready for final Payment (days or date):		August 15, 2017

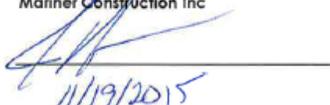
Recommended for Approval by:
STANTEC



Date: 11-23-15

Approved by Contractor:
Mariner Construction Inc

Approved by Owner:
City of Mandan


 11/19/2015

Date

Date

cc: Owner
 Contractor
 Stantec



October 26, 2015
File: 193803095

Attention: Justin J. Froseth
Justin Froseth
Planning and Engineering Director
City of Mandan
205 2nd Ave NW
Mandan ND 58554

Dear Justin,

Reference: Mandan 2015 Downtown Street Improvement District #199 - Negotiated Change Order and Pricing for Water Related to Cement Stabilized Base

During the processing of a partial pay estimate on September 25, 2015, an issue regarding the #31 line item "Watering" in the bid schedule was identified. The quantity for Watering listed in the schedule is 30 MGAL, and was intended for use by the landscaping sub-contractor for watering of seeded areas to ensure germination and establishment of grass. The unit price for these 30 MGAL was bid at \$550.00/MGAL totaling \$16,500.00.

While working through quantities, it was discovered that the contractor was expecting payment at the same unit price for water used in the Cement Stabilized Base operation. The project specifications for the Cement Stabilized Base include water as a separate measurement and payment item for that process. Unfortunately, that item was inadvertently left off of the bid form. The issue here is in the substantial over-run in the quantity as it relates to exceedingly high unit price of \$550.00. Quantity summary is listed below:

- | | |
|---------------------------|--|
| • Water used to date | 195.3 MGAL |
| • Projected Phase 2 Water | 86 MGAL |
| • (Minus)30 MGAL (Plan) | 30 MGAL |
| • Total projected overage | 251.3 MGAL @ \$550.00 = <u>\$138,215</u> |

Since this discovery, several discussions and meetings have taken place with the Contractor, Mariner Construction, to try to resolve this problem. The Contractor argues that Specification provides for payment of Water. Section 32 11 33 Cement Stabilization - 1.02.4 states: "A Bid Item has been provided for Water. Measurement shall be by the thousand gallons used. Bid Item shall include material, delivery, and all other work included in this section to complete the Bid Item."



October 26, 2015
Justin J. Froseth
Page 2 of 3

Reference: Mandan 2015 Downtown Street Improvement District #199 - Negotiated Change Order and Pricing for Water Related to Cement Stabilized Base

Even though this was clearly an unintended oversight, the Contractor maintains that the unit price of \$550.00/MGAL is what should be paid.

I met with the Contractor on October 20, 2015 and again informed him that the Bid price of \$550.00 was intended for landscaping and was too high for use in the Cement Stabilizing process. I proposed writing a Change Order specific to Water usage for Cement Stabilization at a reduced unit price, while keeping the plan quantity of 30MGAL not to exceed (NTE) at the rate of \$550.00 for landscape watering.

After negotiation, we concluded on a proposed rate similar to Force Account rates for this potential Change Order. They are as follows:

*The water truck while hooked up to the reclaimer performing the CSB process can offload approximately 1,000 gallons per hour.

• 1 hour rate on water truck	\$125
• 1 hour rate on operator	\$45
• Cost for 1,000 gallons of water	\$5
• 14% Overhead	\$24.50
• Total	\$199.50 + 15% profit = \$230.00/MGAL
• Negotiated total projected average	251.3 MGAL @ \$230.00 = <u>\$57,799</u>

Original total projected average \$138,215 - Negotiated total projected average \$57,799 = Difference of \$80,416.

I believe that the Force Account type rates listed above are relatively fair and provide a better economical solution to this issue.

There have been many changes to this project. The substantial design change due to excessive asphalt depths provided for project cost savings by significantly under-running: Remove Millings quantity (est savings of \$56K) and the significant decrease in Unclassified Excavation (est savings of \$45K). Additional project savings will occur on Fiber Logs (est savings of \$3K, Temporary Rock Construction Entrance (est savings of \$49K), and Sand Base (est savings of \$7K).

Other changes have increased the dollars to the contract - CO# 1 Concrete Pavement \$19,379, CO# 2 Sawing/Grinding \$774, CO# 3 CSB Price Increase \$16,918. Also, we expect CO# 4 (8th Storm)

Design with community in mind



October 26, 2015
Justin J. Froseth
Page 3 of 3

Reference: Mandan 2015 Downtown Street Improvement District #199 - Negotiated Change Order and Pricing for Water Related to Cement Stabilized Base

to come in around \$27,000. Additionally, there have been unanticipated over-runs in concrete curb and walk, and a roughly projected 6% over-run on AC Surface Wear (\$32K).

Including Change Orders 1 through 3, anticipated Change Order #4(8th Storm), over-runs, under-runs (also including this potential Change Order for CSB Water), the total economic outlook for this project is still in good shape with no estimated contract over/under-run from the Total Base Bid of \$2,641,458, as of today.

There may be Phase 2 changes that we are not yet aware of at this time-. Nonetheless, current project financial projections still look good.

To summarize, due to a quantity vs. dollars for intended use of landscape Water, a Cement Stabilized Base specific Water item needs to be added to the contract. Otherwise, the project will incur a substantial cost over-run for this item. A negotiated price to be executed via Change Order as described above is recommended to correct this problem.

I will plan to meet with you to discuss this prior to issuance, otherwise, please feel free to contact me anytime.

Regards,

Stantec Consulting Services Inc

A handwritten signature in black ink, appearing to read 'Mark A. Limpert', written over a horizontal line.

Mark A. Limpert
Project Manager
Phone: 701-388-3257
Mark.limpert@stantec.com

c. Keith Yapp, Bill Giuliani



CONSENT #5

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 9, 2015
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Assessment of Delinquent Alarm Fees for 2015.

PURPOSE

Consider the assessment of Delinquent Alarm Fees for 2015.

BACKGROUND

According to Mandan Code of Ordinances 8-2-4 Collection of past due fees, In the event the annual or false alarms fees provided for by this article are not paid when due, such fees may be recovered by the city in an action at law against the owner of the alarm site, or such fees may be assessed against the premises served by the alarm site and collected and returned in the same manner as other county and municipal taxes and assessments are assessed, certified, collected and returned.

Written notifications for these assessments were sent by the Police Department to the affected property owners.

ATTACHMENT

Delinquent Alarm Fees for 2015

FISCAL IMPACT

\$1,056.00 (1 year assessment)

STAFF IMPACT

No additional staff impact.

LEGAL REVIEW

The assessment was prepared in accordance with the Mandan Code of Ordinances. Reviewed and approved by Malcolm Brown, City Attorney.

Board of City Commissioners
Agenda Documentation
Meeting Date: December 15, 2015
Subject: Assessment of Delinquent Alarm Fees for 2015.
Page 2 of 2

RECOMMENDATION

To approve the assessment of Delinquent Alarm Fees for 2015.

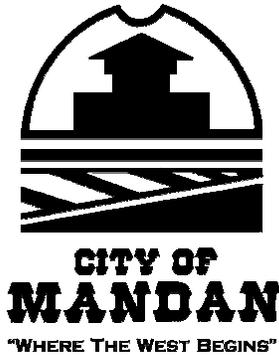
SUGGESTED MOTION

Move to approve the assessment of Delinquent Alarm Fees for 2015.

DELINQUENT ALARM FEES FOR 2015

The following is a list of delinquent alarm fees for 2015. These amounts consist of fire or security alarm systems designed to directly notify the police department of an emergency at the location of the alarm site. It is recommended that these delinquent fees be assessed to the respective properties receiving these services according to the Mandan Code of Ordinances.

Seq #	Customer	Address	Assessment
9240	Scott Russell	4808 Harbor Trail SE	\$ 33.00
8286	Couture Family Invest	3101 Memorial Highway SE	\$ 676.50
7522	Sara Durbin	2600 10th Avenue NW	\$ 33.00
3757	Arlen Fetch	406 4th Avenue NW	\$ 33.00
8674	Terezinha Westphal	3104 46th Avenue SE	\$ 16.50
3795	Marcus Helman	411 Collins Avenue	\$ 33.00
4036	Wendy Himmelpach	1011 1st Street NW	\$ 16.50
670	Joseph & Mary Jackson	301 14th Street NE	\$ 33.00
670	Joseph & Mary Jackson	301 1/2 14th Street NE	\$ 33.00
9229	Nancy Jacoby	3505 Pelican Place SE	\$ 16.50
8680 A	Diane Johnson	4710 Pintail Loop SE	\$ 16.50
10919	Jason Klein	3805 Bay Shore Bend SE	\$ 33.00
6412	Seth Mees	2617 Vertiy Lane SE	\$ 16.50
9874	Mitzel Builders Inc.	2401 46th Avenue SE	\$ 16.50
10414	Eric Meyers	3012 Belgian Bend SE	\$ 16.50
2220	Lisa Tonneson	507 Lohstreter Road NW	\$ 16.50
5552	Shaundra Ziemann	1408 19th Street SE	\$ 16.50
TOTAL			\$ 1,056.00



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Main Street ADA Curb Ramp Improvements,
CPM Agreement

STATEMENT/PURPOSE: To consider approval of the Main Street ADA Curb Ramp Improvements Cost Participation, and Maintenance (CPM) Agreement.

BACKGROUND/ALTERNATIVES: The DOT annually identifies and addresses corridors in the state that are not in compliance with the most recent ADA standards for handicap accessibility. There has been ongoing planning to make those improvements to the east side of Mandan's Main Street with construction in the 2016 season. The west side of Mandan's Main Street was done this year.

In order for the DOT to bid this project through their system, a requirement of receiving funding, the CPM Agreement must be agreed to. The CPM Agreement lays out which entity is responsible for each task of the project and is a standard DOT agreement.

ATTACHMENTS:

- 1) CPM Agreement
- 2) Risk Management Appendix
- 3) Funding Summary Appendix
- 4) Project Cover Sheet with Map

FISCAL IMPACT: Given the classification of the corridor as being on the Secondary Regional System, the cost share for the city is 10%, which is estimated to be \$87,448 as described on the Funding Summary Appendix. City sales tax fund to pay for that local share.

STAFF IMPACT: Minimal

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

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Main Street ADA Curb Ramp Improvements, CPM Agreement

Page 2 of 11

RECOMMENDATION: Approve the Main Street ADA Curb Ramp Improvements Cost Participation and Maintenance (CPM) Agreement.

SUGGESTED MOTION: Move to approve the Main Street ADA Curb Ramp Improvements Cost Participation and Maintenance (CPM) Agreement.

NDDOT Contract No. 38152057

North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information – to be provided by NDDOT	
CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Ardin Striefel	Telephone: 328-2559
Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.	

Project No. **SS-9-999(307)**

WHEREAS, the North Dakota Department of Transportation intends to proceed with the construction of the following-described street improvement:

Location: **MAIN STREET (COLLINS TO MANDAN AVE)**
Type of Improvement: **ADA CURB RAMP IMPROVEMENTS**
Point of Beginning: **STA 144+45**
Point of Ending: **STA 189+75**

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Mandan, North Dakota, hereinafter referred to as the City, that NDDOT will construct the project in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans approved by the City, identified as project SS-9-999(307), and incorporated into this agreement by reference.

1. The City
 - a. Will pay 10 percent of the cost of rights of way and easements acquired for the project; and
 - b. Will pay 10 percent of the total cost of all items which are determined eligible for federal aid participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
 - c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items not eligible for federal aid participation.
2. The City will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 1.
3. It is specifically agreed that if at any time the City fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State



Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$874,475, with the City's estimated share being \$87,448.

4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the City or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. The City will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the City other than those shown on the plans, without prior approval of NDDOT.
6. The City will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
7. The City will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
8. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
9. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
10. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
11. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
12. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The City is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



13. The City will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted in this paragraph. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

APPROVED:

City of _____

CITY ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President City Commission

CLA 17058 (Div. 38)
L.D. Approved 11-07; 8-15



AUTHORIZATION

At a _____ meeting held on the _____ day of _____, 20____, it was moved by _____ and seconded by _____ that the attached certification and agreement be approved, and that the * _____ and City Auditor be authorized to execute in behalf of the City of _____ and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of ____ aye, ____ nay, ____ absent.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

CERTIFICATION

It is hereby certified that the City of _____ will issue improvement warrants to finance the amounts that the City is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor or President City Commission



Project SS-9-999(307)

CERTIFICATION OF LOCAL MATCH

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

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

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor or President of City Commission

CLA 17058 (Div. 38)
L.D. Approved 11-07; 8-15



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

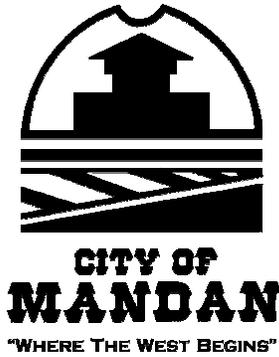
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair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



APPENDIX A
 Funding Split for the City of Mandan - Main Street (10th Avenue NW to Collins Avenue) ADA Ramp Project
 Project: SS-9-999(307)

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate	Federal Funds 80.93%	State Funds 9.07%	City Funds 10%	Total
Construction Cost	\$576,592	\$57,659	\$634,251	\$513,299	\$57,527	\$63,425	\$634,251
Preliminary Engineering	\$170,224		\$170,224	\$137,762	\$15,439	\$17,022	\$170,224
Right of Way & Easement	\$70,000		\$70,000	\$56,651	\$6,349	\$7,000	\$70,000
Totals	\$816,816	\$57,659	\$874,475	\$707,713	\$79,315	\$87,448	\$874,475

<p>DESIGN DATA</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Term:</td> <td>Average Daily</td> <td>Total</td> </tr> <tr> <td>Contract:</td> <td>18,648</td> <td>19,615</td> </tr> <tr> <td>Forecast:</td> <td>25,279</td> <td>28,514</td> </tr> </table> <p>Clear Zone: <u> </u> ft Minimum Sight Dist. for Stop: <u> </u> ft Non Access Control: <u> </u> Payment Design: <u> </u> Design Assumed: <u> </u></p>	Term:	Average Daily	Total	Contract:	18,648	19,615	Forecast:	25,279	28,514	<p>JOB # X NORTH DAKOTA DEPARTMENT OF TRANSPORTATION</p> <p>SS-0-999(307) Morton County City of Morton ADA Curb Ramp Improvements</p>	<p>STATE: <u>ND</u> PROJECT NO.: <u>SS-0-999(307)</u> FISCAL YEAR: <u>20269</u> SHEET NO.: <u>1</u> OF <u>1</u></p> <p>CONTRACTING SPECIFICATIONS: 2014 Standard Specifications adopted by the North Dakota Department of Transportation and the Supplemental Specifications effective on the date the project is advertised. PROJECT NUMBER: <u>SS-0-999(307)</u> • ADA Curb Ramps NET MILES: <u>0.294</u> GROSS MILES: <u>0.358</u></p>	<p>CONTRACT NO. _____ CONTRACT DATE _____ CONTRACT VALUE _____ CONTRACT TYPE _____</p>
Term:	Average Daily	Total										
Contract:	18,648	19,615										
Forecast:	25,279	28,514										
		<p>APPROVED DATE: _____ ND DEPARTMENT OF TRANSPORTATION</p>										
<p>STATE COUNTY MAP</p>		<p>APPROVED DATE: _____ ND DEPARTMENT OF TRANSPORTATION</p>										
<p>DESIGNERS</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		<p>This document is preliminary and is for informational or implementation purposes.</p>										



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Engineering Service Agreement with Toman
 Engineering for Big Sky Street Improvement

STATEMENT/PURPOSE: To approve of an Engineering Service Agreement with Toman Engineering as the consultant engineers for a Street Improvement District project at the Big Sky subdivision.

BACKGROUND/ALTERNATIVES: Only a portion of the Big Sky subdivision in NW Mandan (see attached map for location) has been developed with houses. The developed portion was originally built with gravel roads instead of the typically required paved roads for subdivisions within the city. The gravel roads, unique to the city, present maintenance challenges for our Public Works staff. Gravel is inherently more susceptible to erosion than a paved surface which is exacerbated due to the steeper slopes in that subdivision lending itself to more impactful and damaging results of stormwater flows down them. To reinforce this observed problem, the city has received many complaints to this effect.

In order to resolve this problem, Engineering and Public Works staff would like to put together a street improvement district (locally assessed) project to get them paved. The exact scope and limits of the project is yet to be determined, city staff plans to notice residents and hold a public input meeting to help direct us towards a supported project.

In 2013 Toman Engineering was working with a developer to put together a plan for these streets and develop the undeveloped portions of this subdivision. It was thought at the time that project would be a good time to get all of these streets paved, however that developer decided it was not feasible to move ahead. This project would be independent of that development effort. Given Toman's involvement with design of that development project, we believe they are uniquely positioned to assist this city with this project. They have already done a fair amount of work in design and estimating which makes them familiar with the project. The city would stand to benefit in both cost and timeline to take advantage of that work already performed.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Engineering Service Agreement with Toman Engineering for Big Sky Street Improvement

Page 2 of 8

Anticipated schedule of project milestones is as follows:

- Contract for services to City Commission: December 15, 2015
- Optional Public Input Meeting to Discuss Scope: January of 2016
- Notice Project to Solicit Protests: February of 2016
- Determine Sufficiency of Protests: March of 2016
- Bid Project: April of 2016
- Construct Project: Summer of 2016

ATTACHMENTS:

1. Engineering Service Agreement
2. Area Map

FISCAL IMPACT: This project would be done as a Street Improvement District. As such, all costs, including Toman's engineering would be paid for by special assessments to benefiting properties so long as it moves forward to construction. If protested out, city tax funds would need to pay for these engineering costs.

STAFF IMPACT: Coordination with Toman throughout project.

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

RECOMMENDATION: Enter into Engineering Service Agreement with Toman Engineering.

SUGGESTED MOTION: I move to approve Engineering Service Agreement with Toman Engineering for consultant services for Big Sky SID project.

CONSULTING SERVICES AGREEMENT

The Engineering Services Agreement (Agreement) for the "*Big Sky Street Improvement District*" outlines the terms and conditions under which Toman Engineering Company (Toman) will provide consulting engineering services to the City of Mandan (City).

1. **Scope of Services.** The parties to this agreement intend that the terms of this agreement will apply to a range of different services as spelled out in Attachment A. Services in connection with any specific project and changes in a previously agreed scope of services shall be undertaken only after a written authorization is executed by both parties. Toman is solely responsible for determining the means and methods of performing the services described in any authorization, and shall have complete responsibility for ensuring the qualifications of all personnel performing services described in any authorization.
2. **Standard of Care.** In performing these services, Toman shall assign qualified personnel and perform its service with the skill, diligence, and quality control measures ordinarily exercised by a professional engineering consulting firm.
3. **Compliance with Laws and Facility Safety Rules.** Toman shall comply with applicable laws, ordinances, statutes, rules and regulations in effect at the time the services are performed.
4. **Fees.** The fees set forth in Attachments A & B to this agreement shall apply to all services rendered by Toman pursuant to any authorization.
5. **Payment for Services Rendered Pursuant to an Authorization.** Payment by the City for rendered services shall be due within 30 days of receipt of an invoice. Toman invoices will be submitted to the City on a monthly basis. If the City objects to any portion of an invoice, the City shall notify Toman of the objection within fifteen days and shall work diligently, and in good faith, with Toman to resolve any objections.
6. **Confidentiality.** With regards to "Confidential Information".
 - a. Toman shall keep all confidential information in a secure location and shall not disclose any confidential information to any party except as authorized by the terms of this agreement, or specifically authorized in writing by the City, or as required by a subpoena, warrant or court order.
 - b. Toman shall not use confidential information for any purpose except to perform services pursuant to the terms of this agreement.
 - c. Toman shall immediately notify the City, in writing, upon receipt of a request for disclosure of any confidential information.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Engineering Service Agreement with Toman Engineering for Big Sky Street Improvement

Page 4 of 8

7. **Indemnity.** Toman agrees to indemnify and hold the City harmless from any claim, cause of action, demand or other liability of any nature or kind (including the costs of reasonable attorney's fees and expert witness fees) arising out of any negligent act or omission of Toman or any subcontractor of Toman in connection with work performed under the terms of this agreement.

8. **Insurance.** During the terms of this agreement, Toman shall maintain, at its expense, worker's compensation insurance, liability insurance covering bodily injury and property damage and other insurance with the minimum coverage's listed below. These policies are to be issued in the broadest form commercially available under standard terms and conditions and shall be underwritten by insurers with adequate financial resources.

Coverage Type	Coverage Limits
Worker's Compensation	Statutory
Automobile Liability Insurance	\$1,000,000 combined single limit
CGI (General Liability Insurance)	\$2,000,000 aggregate and \$1,000,000 each occurrence
Professional Liability	\$1,000,000 per claim and in the aggregate

9. **Nature of Relationship.** Toman is an independent contractor and will not act as an agent or employee of the City for any purpose.

10. **Representatives.** Harvey Schneider - President, will be the representative for Toman for the purpose of this agreement. Jim Neubauer (City Administrator) will be the City's representative for the purposes of this agreement.

11. **Governing Law.** This agreement is made in the State of North Dakota and shall be governed by its laws.

12. **Severability.** Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

13. **Entirety of Agreement.** This agreement, along with any attachments hereto, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this agreement.

CITY OF MANDAN, ND

Name: Jim Neubauer
Title: City Administrator
Date: _____

TOMAN ENGINEERING


Name: Harvey Schneider
Title: President
Date: 11-20-15

ATTACHMENT "A"

December 10, 2015

City of Mandan
Office of the City Administrator-Jim Neubauer
205 2nd Ave. NW
Mandan, ND 58554

RE: Big Sky
TECo #2205

Mr. Neubauer,

We have met with City personnel to go over the design perimeters, district boundaries, and schedules. The exact scope of work will be determined after the public input meeting. Also listed in Attachment "A" are related engineering fees for this project.

The following is a list of tasks, based on our experience, field review and meetings with City personnel, that will be required for this project.

- | | |
|--------------------------|--------------------------------------|
| 1. Survey/Investigations | 6. Project Administration/Management |
| 2. Preparing Estimates | 7. Project Staking |
| 3. Feasibility Study | 8. Construction Supervision |
| 4. Design/Plans | 9. Project Meetings |
| 5. Specifications | 10. Storm Water Study |

The above referenced tasks will be completed as proposed (to be determined after public input meeting):

1. Public input meeting January.
2. Plans and Specifications March.
3. Bid Letting April, 2016.
4. Construction Summer of 2016.

The engineering fee for the items 1 thru 6 below will be billed per our Fee Schedule (Attachment B).

1. Coordinate project with City of Mandan. Develop scope and limits of project.
2. Attend and aid city staff with public input meetings.
3. Create a project report with layouts and cost estimates.
4. Collect additional field information as required to prepare construction plans.
5. Design Street Improvement Project including Storm Water Management Plan.
6. Bid project.

Project observation, construction staking, project management and administrative shall be per Fee Schedule (Attachment B), with guaranteed maximum of 7.5% of the actual construction costs. These construction engineering items will not be necessary if project does not move to construction phase.

Any additional services will be negotiated as required.

Our fees do not include Quality Control, Soils Investigation, or any Environmental Tasks.

Please feel free to call with any questions.

Respectfully Submitted,


Harvey Schneider
TOMAN ENGINEERING CO.

CC: Justin Froseth

ATTACHMENT "B"

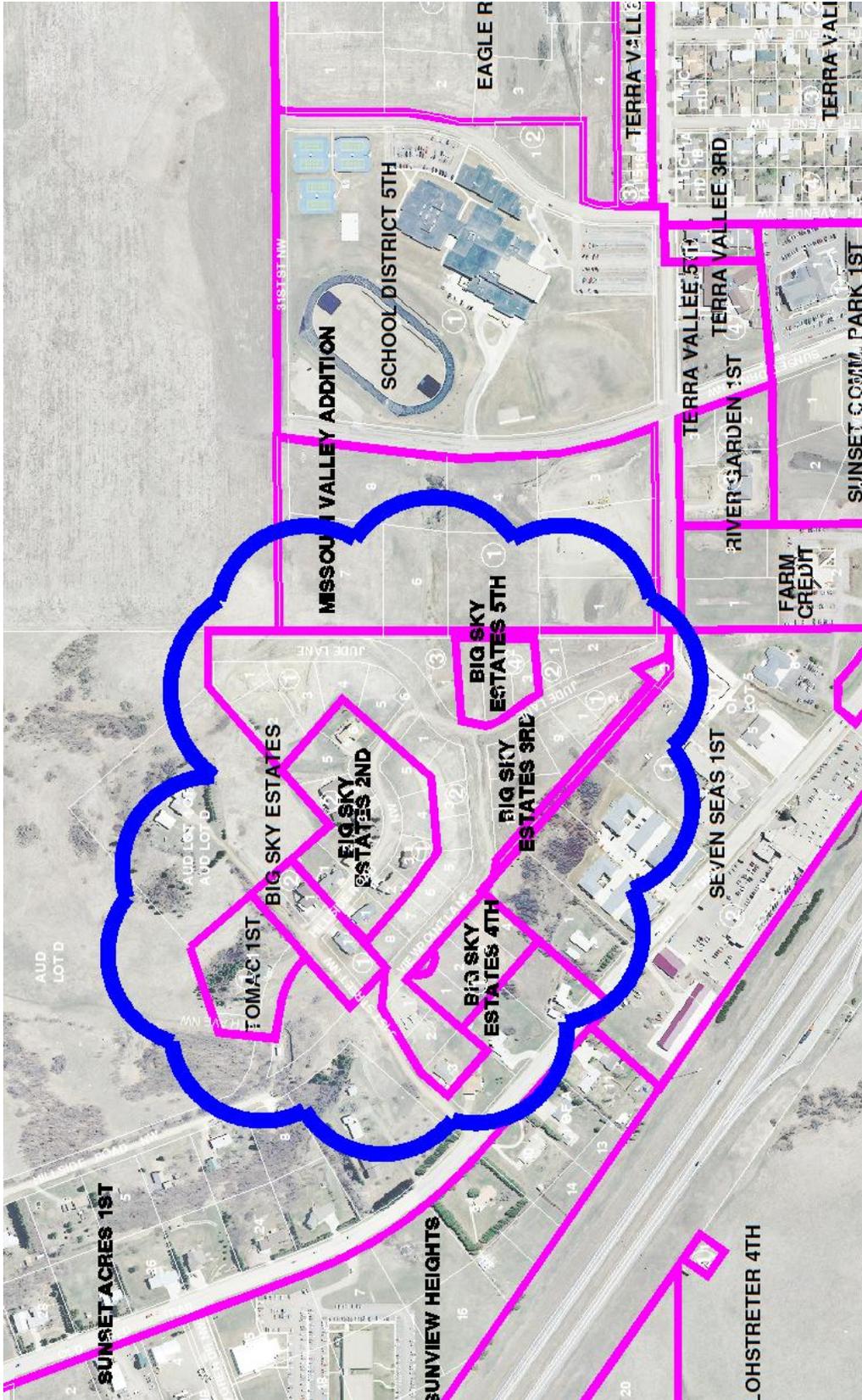
TOMAN ENGINEERING COMPANY

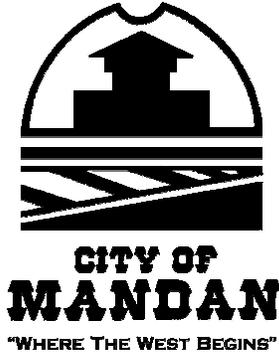
2015

Engineering Fee Schedule

A. <u>Office</u>	
Principal Engineer	\$140.00/Hr.
Senior Engineer	\$125.00/Hr.
Associate Engineer/Project Engineer	\$105.00/Hr.
Graduate Engineer	\$85.00/Hr.
Principal Technician	\$115.00/Hr.
Technician	\$75.00/Hr.
Senior Cad Technician	\$85.00/Hr.
Computer-CADD Drafting/Design	\$70.00/Hr.
Clerical	\$40.00/Hr.
B. <u>Surveying</u>	
Principal Land Surveyor	\$120.00/Hr.
Registered Land Surveyor	\$105.00/Hr.
Two Man Crew (GPS)	\$175.00/Hr.
Three Man Crew (GPS)	\$200.00/Hr.
GPS- Survey/One Man	\$100.00/Hr.
GPS/RLS	\$150.00/Hr.
C. <u>Equipment, Materials, Expenses, Etc.</u>	
Subsistence	Actual Cost
Vehicles & Equipment	\$10.00/Hr.
ATV	\$90.00/Day
Mileage	\$0.75/Mile
Survey Materials	Actual Cost + 15%
Office Materials/Copies	Actual Cost + 15%
Postage & Telephone Charges	Actual Cost
D. <u>Outside Consultants</u>	Actual Cost + 15%

NOTE: Overtime to be negotiated on a per project basis.





Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 8, 2015
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Lease house at Water Treatment Plant

STATEMENT/PURPOSE: Consider lease for the house at the Water Treatment Plant,

BACKGROUND/ALTERNATIVES: Incoming Police Chief Ziegler would like to rent one of the houses we have at the Water Treatment Plant that is currently vacant. Mr. Ziegler will be arriving late December and starting work on January 5. While he searches for permanent housing, this option is favorable to Mr. Ziegler. Rent is \$500/month with a first month security deposit, lease is for twelve months however term could be adjusted if housing is found prior to the twelve months without penalty.

The attached lease has also been utilized by Mr. Froseth until he found housing and currently Bob Decker is renting the other home.

ATTACHMENTS: Standard lease available upon request.

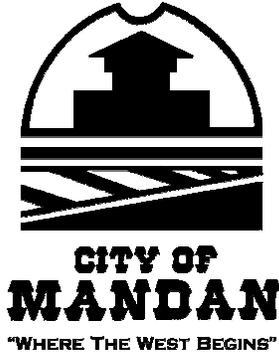
FISCAL IMPACT: \$500/month

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown has reviewed the approved the proposed lease language.

RECOMMENDATION: I recommend approval of the lease as proposed.

SUGGESTED MOTION: I move to approve the lease with Mr. Ziegler for the home located at the Water Treatment Plant for \$500/month.



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Business Development and Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development and Communications Director
PRESENTER: Ellen Huber, Business Development and Communications Director
SUBJECT: Contract for engineering and design services for wayfinding signage

STATEMENT/PURPOSE: To consider a contractual agreement with Berberich Designs and Kadrmas Lee and Jackson for engineering and design services for wayfinding signage.

BACKGROUND/ALTERNATIVES: Based on a recommendation from the Visitors Committee, the City Commission voted at its Dec. 1, 2015, meeting to authorize staff to negotiate an a contract with Berberich Design and KLJ, based on their joint proposal, for the initial phases and oversight of a Mandan wayfinding signage project to include site evaluation, engineering and sign design services. The purpose of the signs is to provide a welcome, direction to visitors for various attractions and destinations, and a sense of community branding and character.

The deliverables and process are as follows:

- Research and programming
- Schematic design
- Design development
- Design intent, shop drawings, engineering, preparation of bid for fabrication, installation, and landscaping

These components would take the project up to a juncture at which a request for bids would be needed for fabrication, installation and associated landscaping for up to 15 signs (quantity and sites dependent upon site evaluation and estimated sign costs).

With assistance of an ad hoc committee being formed to assist with site and design decisions, the City Commission will have final approval prior to going out for bid for fabrication, installation and landscaping.

ATTACHMENTS: Proposed contract

FISCAL IMPACT: Funding of up to \$250,000 for the total project (including site evaluation, engineering, sign design, sign fabrication, installation and landscaping) was approved from the Visitors Promotion Capital Construction Fund at the Dec. 1, 2015, meeting.

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

LEGAL REVIEW: Attorney Brown has reviewed the proposed contract.

RECOMMENDATION: I recommend approval of the proposed contract in the amount of \$55,985.

SUGGESTED MOTION: I move to approve the proposed contract for the engineering and design services with Berberich Design and KLJ.

THE CITY OF MANDAN, NORTH DAKOTA
CITY WAYFINDING PROJECT

DECEMBER 10, 2015

Prepared and Submitted by:

BERBERICH DESIGN

PO BOX 468 | HILL CITY | SOUTH DAKOTA 57745 | 605-430-5170

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

Ellen Huber, CEcD
Business Development & Communications Director
City of Mandan
205 Second Avenue NW
Mandan, North Dakota, 58554

Dear Jim and Ellen,

Berberich Design and KLJ (*together Designer and/or Consultant*) would like to thank you and the City of Mandan (*Client*) for this opportunity to provide professional design and consulting services for your community. The following proposal has been divided into four sections. The first section is a project overview that outlines our understanding of the project to date. Section two defines the scope of work and outlines design phases for the project. The third section describes the scope of basic services. The fourth and final section provides fee outlines followed by terms for the project.

PROJECT OVERVIEW

Below is a brief description of our understanding of the project to date based on the Mandan Request for Proposal dated October 7, 2015 and past email communications.

“The City of Mandan has a population of 20,820, according to a 2014 Census estimate. Mandan offers economic opportunity, a strong sense of community, widespread fun and possibilities for achievement. Mandan will always be “Where the West Begins,” but we also strive to market community attributes that speak to the needs and wants for residents, businesses and visitors. Mandan’s existing way-finding signs that provide a welcome, direction to visitors for various attractions, and a sense of community branding and character have become dated in appearance and content. The community has relocated some features and added new features, but the signs aren’t easily adaptable to indicate these changes. The signs are also too few in number and locations given community growth. New signs are among recommendations in a recently adopted Mandan Land Use and Transportation Plan. Goal 7 states: “Ensure that the City’s aesthetic character for residents, visitors and business patrons is enhanced through high quality development and infrastructure and the visual attractiveness of key corridors.” The plan goes on to explain, “Physical character and identity affects quality of life and business success. At entrances and key corridors in Mandan, it is important to create an attractive setting.” Recommended policies include:

- Develop a plan to keep the City’s gateways attractive by maintaining and enhancing signage, landscaping, or other features at key City entrances.*
- Include improved signage in beautification efforts to direct residents and visitors to activity areas, landmarks, and downtown.”*

This proposal is for design, engineering and landscape design services that will provide the city bid documents to allow qualified and competent signage fabricators to accurately bid and produce engineered shop drawings for fabrication for up to fifteen (15) sign locations.

Also, it has been requested that the project be completed prior to the City’s July 4th celebration.

SCOPE OF WORK

The following is a six (6) phase proposal that will include research / analysis, design, design documentation, bidding and construction administration. The scope of work has been developed based on the project overview information above and our past experience on similar projects.

Phase I - Research and Analysis (\$10750.00)

During the Research and Analysis Phase we shall:

- Hold a Project Kick-off meeting with key personnel
- Establish a relationship with the client liaison
- Conduct a visual audit of the existing signage for evaluation and information regarding any current design standards
- Conduct a site survey and review existing conditions for each of the 15 sign locations
- Interview appropriate staff to outline the needs, goals, operational and maintenance issues for the new signage program.
- Review existing circulation / traffic patterns that exist for vehicular and pedestrian traffic
- Review existing locations for parking areas, lots, and structures
- Establish a relationship and assist with the coordination of the State DOT
- Begin to develop terminology / nomenclature for the project
- Begin to establish location / site plans
- Begin to establish preliminary message schedule
- Photograph and document each of the sign locations as needed

All information from Phase I shall be assembled in an electronic PDF format for review and comment by key personnel. Adjustments shall be made based on comments and observations from the Client and any noted errors shall be corrected. Time for one (1), three (3) person meetings / site visits is accounted for in this phase. Upon approval Phase I shall be complete.

Phase II - Schematic Design (\$8895.00)

During the Schematic Design Phase we shall:

- Begin to identify, define and develop sign types needed
- Develop up to three (3) design directions for key sign types that have been identified to help establish the preferred design direction that is to address the functional requirements for the project and adhere to DOT and FHWA guidelines
- Review existing Right-of-Way (ROW) documentation and property ownership for each sign location
- Begin to define site plan(s) as needed to communicate landscape design
- Begin to define a visual vocabulary based on any "Brand" information available
- Begin identify project materials
- Begin identify project colors
- Develop design concepts using varying media, photo images, and /or hand drawings
- Continue to develop project terminology / nomenclature
- Continue to develop location / site plans
- Continue to develop message schedule

All information from Phase II shall be assembled and presented in an electronic PDF format for review and comment by key personnel. Upon approval of one design direction the Schematic Design Phase shall be complete. In the event that the initial design directions are not accepted, Designer shall provide up to one (1) additional revision to one (1) design direction as a part of this proposal. If additional revisions and / or design directions are required this work shall be considered as additional services. Time for one (1), three (3) person meetings are accounted for in this phase. Upon approval Phase II shall be complete.

Phase III - Design Development (\$9425.00)

During the Design Development Phase we shall:

- Develop to-scale color drawings for each sign type that has been identified to show overall dimensions and general material specifications that shall define the final design direction
- Finalize the visual vocabulary, colors and materials
- Finalize project terminology / nomenclature
- Begin to finalize location / site plans
- Begin to finalize landscape site plans
- Assist Client with DOT coordination for the process of applying for "Right to Occupy" the right-of-way (ROW) permits for select locations
- Begin to finalize message schedule
- Begin to develop a landscape plan for each location
- Establish a preliminary budget

All information from Phase III shall be assembled and presented in an electronic PDF format for review and comment during a work-session with key personnel assigned to the project. If additional revisions and / or design directions are required this work shall be considered as additional services. Time for one (1), three (3) person meetings are accounted for in this phase. Upon review and approval Phase III shall be complete.

Phase IV – Design Intent (\$12150.00)

During the Intent Design Phase we shall:

- Develop documentation that contains complete and final drawings for each of the defined sign types.
- Develop drawings that shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color and materials
- Finalize the location / site plans
- Finalize permitting to occupy the ROW and obtain approvals from DOT affected sign locations
- Finalize the landscape plan(s)
- Finalize the message schedule

The Phase IV documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment with key personnel. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. If additional revisions and / or design directions are required this work shall be considered as additional services. Time for one (1), three (3) person meetings are accounted for in this phase. Upon review and approval Phase IV shall be complete.

Phase V - Fabricator Selection / Bidding (\$7515.00)

Designer shall assist, coordinate and advise the Client on the selection of qualified signage fabricators. Time for two (2), two (2) person meetings are accounted for in this phase. Local and regional fabricators shall be considered as the most likely candidates. However, it may be necessary to bid all or selected sign types out to fabricators outside the regional area to achieve the level of quality desired. In the event that fabricator shop visit(s) are required

during this selection process to verify fabricator capabilities; all time, travel and project related expenses shall be invoiced as a reimbursable expense.

During bidding process the Designer shall administer the bidding process to qualified signage fabricators. Designer shall then assist the Client during negotiation with the selected fabricator. Upon the selection of a qualified fabricator Phase V shall be complete. In the event the project requires to be rebid, this work shall be considered as additional services.

Phase VI - Construction Administration (\$7250.00)

Designer shall review and take other appropriate actions on the submittals from the selected fabricator such as shop drawings, product data review, sample reviews but only for the limited purpose of checking for visual conformance with the intended design and the information shown in the shop drawings. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other contractors or construction safety precautions, all of which are the sole responsibility of the fabricator. Designer shall review and take other appropriate actions on the submittals from the selected fabricator and provide oversight for landscape components show in the Bid Documents. Designer shall respond to any RFI's (request for information) submitted by the fabricator. Time for two (2), two (2) man trips are accounted for the Designer to be on site for the installation of key components to assure visual conformance to the intended design. All travel and project related expenses shall be invoiced as a reimbursable expense.

In the event the Designer is required to review key components during fabrication for visual conformance to the intended design in the fabricators shop additional services shall be required and billed at a fixed hourly rate or an agreed upon fixed fee.

The Phase VI fee outlined above is limited to the first phase of construction / implementation. In the event that the design package is divided up by phases and/or awarded to multiple fabricators additional services shall be required and billed at a fixed hourly rate or an agreed upon fixed fee.

At this time the above scope of work outlined in this proposal shall be considered complete.

SCOPE OF BASIC SERVICES

Using an 11" x 17" drawing format, the development of the design package(s) shall consist of black / white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

COMPENSATION / TERMS AND CONDITIONS

Phase I.....	\$10750.00
Phase II.....	\$ 8895.00
Phase III.....	\$ 9425.00
Phase IV.....	\$12150.00
Phase V.....	\$ 7515.00
Phase VI.....	<u>\$ 7250.00</u>
Total Design Fees.....	\$55985.00

Billing Structure

When accepted, Phase I of this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Each phase shall be invoiced upon its completion and shall reflect the phase totals listed above. All invoices shall be payable upon receipt. If there should be a need for Additional Services these hours shall be billed at an agreed upon fixed fee or the following hourly rates:

<i>Berberich Design</i>	\$95.00 (flat rate for all services)
<i>KLJ - CADD Technician II</i>	\$112.00
<i>KLJ - CADD Technician IV</i>	\$115.00
<i>KLJ - Engineer I</i>	\$109.00
<i>KLJ - Engineer II</i>	\$122.00
<i>KLJ - Engineer III</i>	\$144.00
<i>KLJ - Engineer IV</i>	\$198.00
<i>KLJ - Engineer Technician II</i>	\$97.00
<i>KLJ - Engineer Technician III</i>	\$136.00
<i>KLJ - Landscape Architect I</i>	\$92.00
<i>KLJ - Landscape Architect II</i>	\$115.00
<i>KLJ - Landscape Architect III</i>	\$135.00
<i>KLJ - Planner I</i>	\$98.00
<i>KLJ - Planner II</i>	\$116.00
<i>KLJ - Planner III</i>	\$150.00
<i>KLJ - Project Assistant</i>	\$78.00

Additional Services

The following are Additional Services that are available and are not included within this proposal. All additional services require Client's written authorization. When authorized, the Designer shall furnish or obtain from services of others the Additional Services listed below:

- Right-of-Way plats, construction easements, acquisition and negotiation
- Property Appraisal
- Public Meetings/Public Hearing
- Geotechnical Investigations Report
- Wetland mitigation plans
- Cultural resource excavation and analysis
- Historic property architectural survey
- Class III Cultural Survey
- Structural Engineering
- Electrical Design Engineering / Lighting Design

Duration of Service and Cancellation

The duration of Designer's involvement shall be limited to twelve months or an agreed upon timeline that shall be determined by the project schedule and the Client's requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid Services and costs, including fees and costs for which Designer has not yet billed Client.

Trademarks, Copyrights and Inventions

In the event any trademark and copyright results from the performance of services, Client agrees that such trademark and copyright therefrom shall be the sole property of the Designer, unless otherwise specified in writing. Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free ownership of any trademark and copyright resulting from Designer's performance of services for the Client.

In the event any invention(s) results from the performance of services, Client agrees that such invention(s) therefrom shall be the sole property of the Designer, unless otherwise specified in writing. Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free license of any invention(s) resulting from Designer's performance of services for the Client.

Reimbursable Expenses

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of consultants, meeting facilitator(s), transportation, long distance telephone calls, faxes, color computer print-outs, high resolution scans, purchase of copyrighted material, photocopies, photography, film and film processing, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$3200.00 with cost not to exceed \$4800.00

Working Arrangements

Designer shall perform the Services at the Designer’s place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

ADA Compliance

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act (“ADA”) requirements / guidelines and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Designer, however, cannot and does not warrant or guarantee that any phase of the project will comply with ADA guidelines and/or the requirements of other federal, state and local laws, rules, codes, ordinances or regulations as they apply to this project.

Designs

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation. The Designer reserves the right to use any work produced for promotions, such work may be used or reproduced in any reasonable way for marketing needs.

Confidential Information

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Thank you for this opportunity. We look forward to working with you and your staff.

Respectfully submitted,

Ray Berberich
BERBERICH DESIGN

Brett Gurholt
KLJ

Accepted and agreed to on behalf of:

CLIENT:
THE CITY OF MANDAN, NORTH DAKOTA

By: _____ Date

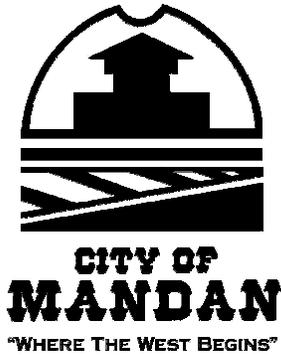
Its: _____

DESIGNER:
BERBERICH DESIGN, INC.



By: Raymond A. Berberich
Its: President / Owner

12/10/2015
Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider 2015 budget amendments for various departments within Public Works.

STATEMENT/PURPOSE: Consider amending the 2015 Street Department budget for additional asphalt repairs and heavy equipment repairs, 2015 Forestry Department budget showing revenue from ND Forest Service America the Beautiful Program Development Grant used to remove DED trees within the city, 2015 Utility Department budget for additional costs of LED street lighting replacement, and 2015 Landfill budget transfer from the 2016 budget for additional costs in digging new cell, covering garbage and reclamation costs. Waterline Maintenance amendment for watermain repairs and high quantity and cost of concrete. Sewerline Maintenance amendment for lift station repairs and maintenance including pumps, air blowers and motor repairs.

BACKGROUND/ALTERNATIVES: Additional asphalt repairs in the Mandan Industrial Park were needed with the rejection of the bids for a street maintenance project this year. Repairs north of ORT near Red Trail Grade School were needed because of poor sub-base, these repairs had previously been done using funds received for emergency street repairs, those funds have been used up.(\$15,089.49) Also, street and alley repairs south of Division St through the Old Residential area (\$9,919.26) and the south side of the railroad tracks we had alley and street repairs (\$27,124.47) there has not been an improvement project in these areas for years. These projects alone exceeded our \$50,000 asphalt budget with the need to get through the rest of the city. Equipment and heavy equipment repairs have exceeded our budget again, items that were unforeseen was the \$15,460.03 for the hydraulic repair of our 938 front end loader a repair that needed to be done. Equipment repairs included \$10,570.88 transmission and hoist repair of the 1998 2 ton truck, \$3,718.54 in converting a dump truck into a sander truck after the sander truck engine went out. The past few years we have looked at leasing equipment with 5 year warranty and a buy back after 5 years which limits our O&M costs on this heavy equipment, as we replace the older loaders, trucks, etc. these repairs should go down.

The Forestry budget for DED tree removal was exceeded only because we had secured a 50/50 America the Beautiful Grant up to \$10,000. The reimbursement for the grant was just received and this amendment will show the grant money as revenue to offset the overrun in the budget.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider 2015 budget amendments for various departments within Public Works.

Page 2 of 2

The Street Light budget for the purchase of LED light replacement bulbs was over; this amendment will transfer \$12,592 from capital outlay to street light maintenance and add the revenue from accident related expenses that have been paid either by the driver or their insurance company (\$10,869.93), which will offset the overrun. The LED replacement project is working as we are seeing a savings in our electricity budget. Besides doing a replacement project we also replace all burned out lights throughout the year with LED lights which is coded to the O&M street light repairs.

The Landfill budget for contractor fees to dig new cells and cover garbage using excavators (\$12,750) and scrapers (\$10,140) was expended this fall as we had difficulty getting a contractor to do the work during the summer months and once we got one we wanted to do as much work as possible. The work done this fall will allow only minimal work to be needed next year thus we request the 2016 budget transfer to cover all our expenses this year. We also reclaimed the clay pit that was used during the flood of 2011, the transfer will also cover these cost as well.

Waterline Maintenance budget is over in repairs and maintenance due to water break repairs and excessive concrete repairs (\$45,534.33) related to these breaks.

Sewerline Maintenance budget is over in repairs and maintenance due to unforeseen repairs on lift stations, repairs included lift station pump replacement (\$14,092.70), air blower on 19th St lift and Terra Vallee lift to help prevent odor issue in these areas (\$4,250.00), and soft start motor for Porsberg Dam lift (\$3,401.36).

ATTACHMENTS:

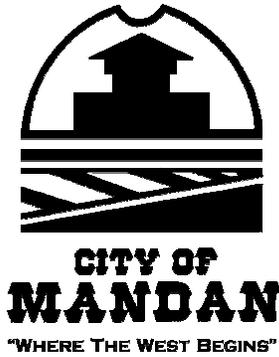
FISCAL IMPACT: Street Department: Hot Mix Asphalt 100.131.60212- \$74,786.35
Equipment Repairs 100.131.60310- \$26,086.01
Heavy Equip Repairs 100.131.60312- \$11,226.02
Forestry Department: Add \$10,000 in Grant Money to Tree Removal Fees
100.151.52140
Street Light Dept.: Transfer \$12,592 from 630.630.60314
to 630.630.62210; Add \$10,869.93 from accident
payments to 630.630.60314
Landfill Department: Transfer \$22,890 from 2016 budget 620.620.52128 to
2015 budget 620.620.52128
Waterline Maint: Amend concrete item 601.660.60210 for \$16,373.97
Sewerline Maint: Amend lift station item 601.661.60319 for \$24,070.20.

STAFF IMPACT:

LEGAL REVIEW: N/A

RECOMMENDATION: Recommend approval of the amendments as presented under the Fiscal Impact.

SUGGESTED MOTION: Move to approve the amendments as presented under the Fiscal Impact.



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider 2015 budget amendments for various departments within Public Works.

STATEMENT/PURPOSE: Consider amending the 2015 Street Department budget for additional asphalt repairs and heavy equipment repairs, 2015 Forestry Department budget showing revenue from ND Forest Service America the Beautiful Program Development Grant used to remove DED trees within the city, 2015 Utility Department budget for additional costs of LED street lighting replacement, and 2015 Landfill budget transfer from the 2016 budget for additional costs in digging new cell, covering garbage and reclamation costs.

BACKGROUND/ALTERNATIVES: Additional asphalt repairs in the Mandan Industrial Park were needed with the rejection of the bids for a street maintenance project this year. Repairs north of ORT near Red Trail Grade School were needed because of poor sub-base, these repairs had previously been done using funds received for emergency street repairs, those funds have been used up.(\$15,089.49) Also, street and alley repairs south of Division St through the Old Residential area (\$9,919.26) and the south side of the railroad tracks we had alley and street repairs (\$27,124.47) there has not been an improvement project in these areas for years. These projects alone exceeded our \$50,000 asphalt budget with the need to get through the rest of the city. Equipment and heavy equipment repairs have exceeded our budget again, items that were unforeseen was the \$15,460.03 for the hydraulic repair of our 938 front end loader a repair that needed to be done. Equipment repairs included \$10,570.88 transmission and hoist repair of the 1998 2 ton truck, \$3,718.54 in converting a dump truck into a sander truck after the sander truck engine went out. The past few years we have looked at leasing equipment with 5 year warranty and a buy back after 5 years which limits our O&M costs on this heavy equipment, as we replace the older loaders, trucks, etc. these repairs should go down.

The Forestry budget for DED tree removal was exceeded only because we had secured a 50/50 America the Beautiful Grant up to \$10,000. The reimbursement for the grant was just received and this amendment will show the grant money as revenue to offset the overrun in the budget.

The Street Light budget for the purchase of LED light replacement bulbs was over; this amendment will move some miscoded items to our O&M budget (\$4,614.00) and add the revenue from accident related expenses that have been paid either by the driver or their insurance company (\$12,030.93), which will offset the overrun. The LED replacement project is working

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider 2015 budget amendments for various departments within Public Works.

Page 2 of 5

as we are seeing a savings in our electricity budget. Besides doing a replacement project we also replace all burned out lights throughout the year with LED lights which is coded to the O&M street light repairs.

The Landfill budget for contractor fees to dig new cells and cover garbage using excavators (\$12,750) and scrapers (\$10,140) was expended this fall as we had difficulty getting a contractor to do the work during the summer months and once we got one we wanted to do as much work as possible. The work done this fall will allow only minimal work to be needed next year thus we request the 2016 budget transfer to cover all our expenses this year. We also reclaimed the clay pit that was used during the flood of 2011, the transfer will also cover these cost as well.

ATTACHMENTS:

FISCAL IMPACT: Street Department: Hot Mix Asphalt 100.131.60212- \$74,786.35
Equipment Repairs 100.131.60310- \$26,086.01
Heavy Equip Repairs 100.131.60312- \$11,226.02
Forestry Department: Add \$10,000 in Grant Money to Tree Removal Fees
100.151.52140
Street Light Dept.: Transfer \$4,614.00 from 630.630.62210 to
630.630.60314; Transfer \$12,592 from 630.630.62210
to 630.630.60314; Add \$12,030.93 from accident
payments to 630.630.60314
Landfill Department: Transfer \$22,890 from 2016 budget 620.620.52128 to
2015 budget 620.620.52128

STAFF IMPACT:

LEGAL REVIEW: N/A

RECOMMENDATION:

SUGGESTED MOTION:

CS DOORS Inc.
218 South 26th Street • Bismarck, ND 58501

PROPOSAL May 21, 2015

City of Mandan
Mandan, ND

Estimate made in value

Other departments with similar equipment? RE: Replacement door(s)

Does it match with your department's?

1 ea. 16'8" W x 16' H Raynor Thermaseal (TM175), white, flush, 25 ga. exterior skin, 26 ga. interior skin, 2" angle mount track, insulated with an R-value of 16.4, neoprene head and jamb seal, normal headroom track that requires 18" of headroom with an operator attached, 5 ea. 24" x 8" insulated windows in the 3rd section.
MATERIALS & LABOR-----\$5,515.38

1 ea. 14'2" W x 16' H Raynor Thermaseal (TM175), same as above.
MATERIALS & LABOR-----\$4,126.55

1 ea. Raynor CSH-211, 1/2 HP industrial duty jackshaft operator with standard 3-button wall station, no remotes, 115 V single phase, standard electric brake, operator is rated for 30 cycles per hour, standard monitored photo eyes to comply with UL 325, chain hoist back up operation, pusher bumpers.
MATERIALS & LABOR-----\$1,304.97

1 ea. Raynor CST-211, same as above but trolley operator.
MATERIALS & LABOR-----\$1,065.58

Please note, the above pricing does not include any reframing.

PAYMENT TERMS: 3% DISCOUNT 10 DAYS, NET 11, 1 1/4% S.C. 30 DAYS

Note: All bids valid for 60 days, after which time they would be subject to review.

EXCLUSIONS:

- We do not include any electrical work.
- We do not include any painting.
- We do not include any mounting pads or jambs.

Submitted by Brian L. Mertz
Brian L. Mertz

Accepted by _____ Date _____
Title _____ P O # _____

(701) 224-0599 • Toll Free ND 1-800-642-6590 • Fax # (701) 224-1836
"PROVIDING DOORS AND SPECIALTY PRODUCTS"

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider 2015 budget amendments for various departments within Public Works.

Page 4 of 5

CITY OF MANDAN
2016 BUDGET
CAPITAL OUTLAY REQUEST FORM
(ONLY FOR ITEMS \$5,000 AND GREATER)

Department:	Shop
Account Number:	703.703. 62114 SW
Object:	
Land:	
Building / Improvements:	
Machinery / Equipment:	Gas Pump
Vehicle:	
Estimated Price without trade	\$8,000
Estimated trade in value	\$
Other departments with similar equipment?	Y or N <input checked="" type="radio"/> SW
Does it match with your department's equipment replacement schedule?	Y or N <input checked="" type="radio"/> SW
Provide a description of the item requested:	
Gas Pump For Fueling System	
Provide a description of the item to be traded in if applicable:	
Provide the purpose and justification of the item requested:	
Pump is obsolete and cannot get parts for it anymore, it doesn't work.	
Attach picture of existing item below:	Attach picture of replacement item below:

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider 2015 budget amendments for various departments within Public Works.

Page 5 of 5

Contract APPROVED
GREEN

Department: Park Maintenance
Account Number: 200.280.02114
Object: LED Christmas Lights and Hydrants

Street _____ Sidewalk _____
Water & Sewer _____ Solid Waste _____ Street _____
Other X

56798

COAST TO COAST OFFICE MACHINES
452 W Edmonton Drive
Bismarck ND 58503

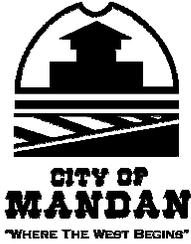
*See Vicid
471-9331
223-8460*

4 yard Hydrants
\$ 3,200

QUANTITY	DESCRIPTION	PRICE	AMOUNT
906	-C9-Red LED lamps		
1124	-C9-Blue		
770	-C9-Amber		
344	-C9 Warmwhite		
314	-C7 amber		
1316	-C7 Warmwhite		
664	-C7-Red		
444	-C7-Blue		
Total	Order 5882 -		8840.29
	plus shipping UPS		
	(8/15 Retail price will decrease 10%)		

RECEIVED BY: Availability cannot be guaranteed after 8/31

ORIGINAL
©2001 REDIFORM® 51320



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval replat of Lot 3, Block 5, Meadows Fifth Addition

STATEMENT/PURPOSE:

Request is to replat lot 3 so the owner can sell a portion of the lot to the neighbor.

BACKGROUND/ALTERNATIVES:

Neighbor installed sprinklers over the property line. Instead of removing the sprinklers, property owners have agreed to adjust the property line.

ATTACHMENTS:

1. Aerial photo
2. Meadows Fifth plat
3. Proposed replat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Recommend approval.

SUGGESTED ACTION:

Move to approve replat of Lot 3, Block 5, Meadows Fifth Addition





LOCAL PERMIT OR CHARITY LOCAL PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 17926 (10/2012)

Consent No. 12

Type: Local Permit * Charity Local Permit

Permit Number
2015-61

Name of Organization First Lutheran Church Mandan		Date(s) Authorized (Read instruction 2)		
Contact Person Lee Herberg	Business Phone Number (701) 663-3594	1/9/2016 Beginning	to	1/9/2016 Ending
Mailing Address 408 9 St Nw	City Mandan	State ND	Zip Code 58554-0000	
Site Name Mandan Middle School	Site Address 2901 12 Ave Nw			
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 12/10/2015	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.

2015-61

pd
12-8-15



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

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

Name of Non-profit Organization First Lutheran Church - Mandan		Date(s) of Activity 1/9/2016 to 1/9/2016	
Person Responsible for the Gaming Operation and the Disbursement of Net Income Lee Herberg		Title Pastor	Business Phone Number (701) 663-3594
Business Address 408 9th St. Nw	City Mandan	State ND	Zip Code 58554-2735
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Mandan Middle School		Site Address 2901 12th Ave. Nw	
City Mandan	State ND	Zip Code 58554-2735	County Morton
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	\$1,000.00			
Total:					(Limit \$12,000 per year) \$ 1,000.00

Intended uses of gaming proceeds: youth are going on a mission trip to Hollywood & working with homeless

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>Lee B. Herberg</i>	Date 12/8/2015	Title Administrative Pastor	Business Phone Number (701) 663-3594
---	-------------------	--------------------------------	---

CITY OF MANDAN

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: 12-14-15

Name of Licensee: Silver Dollar Bar

Address of Licensee: 200 East Main

Address of public facility if used: 200 East Main

State the purpose of organization: bar

Date(s) of requested Sunday(s): Jan - 3, 10, 17, 24, 31

Feb - 7, 14, 21, 28

March - 6, 13, 20, 27

Time of day which the applicant desires the permit to be in effect: 12:00 PM - 1:00 AM

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

the whole building

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

yes - to serve alcoholic beverages

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

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

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

Kain Patel
Received by:

[Signature]
Signature of Applicant

Date Received: 12-14-15

Commission Approval: _____

Auditor Approval: _____

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

Receipt # _____

Copy to be filed with Mandan Police Department

NATIVE AMERICAN DEVELOPMENT CENTER



WHY WE EXIST

"To strengthen and advance Native American individuals and families by providing supportive services and resources designed to preserve culture and promote economic security."

OUR VISION

"We are Native Americans living and working in the Bismarck-Mandan-Lincoln area. We are respected and appreciated. We have prosperous, healthy families and are proud of our Native American heritage. We are respected political and civic leaders. We are well known for our athleticism and healthy life styles. Our languages and lifestyles link current generations to the ancient indigenous people who lived in harmony with the earth.

Our ancestors' ancient wisdom instructs us today. We are a courageous people telling the truth about a history of conflict yet willing to forgive and to reconcile with brothers and sisters. We are a welcoming people, sharing with those new to the community and those who cannot meet their basic needs. We are respectful and generous, and we stand in solidarity with those who seek to improve their lives. Our Center helps transform those who feel helpless despair into strong people full of hope."

OUR VISION

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OUR FOCUS AREAS

- **FINANCIAL LITERACY & ASSET BUILDING**
- **CAREER DEVELOPMENT**
- **SUPPORT SERVICES FOR PEOPLE & FAMILIES**
- **COMMUNITY EVENTS & ACTIVITIES
PEOPLE & FAMILIES**

OUR CORE SERVICES

- **MENTORING**
- **SUPPORTIVE SERVICES**
- **FINANCIAL EDUCATION**
- **FINANCIAL COUNSELING**
- **HOME BUYER EDUCATION**
- **HOMEOWNERSHIP COUNSELING**
- **CULTURAL ACTIVITIES**
- **COMMUNITY REFERRALS**

CORE PARTNERS

- **ND DEPT. OF COMMERCE**
- **ND DEPT. OF CORRECTIONS & REHABILITATION**
- **BISMARCK CITY & MAYOR**
- **BISMARCK-MANDAN DEVELOPMENT ASSOCIATION**
- **ND JOB SERVICE & COMMUNITY OPTIONS**
- **MISSOURI VALLEY COALITION FOR HOMELESS PEOPLE**
- **USDA**

CORE PARTNERS

- **ND HOUSING FINANCE AGENCY**
- **AMERICAN BANK CENTER**
- **1ST TRIBAL LENDING**
- **NATIVE CDFI NETWORK**
- **CFED & ELSIE MEEKS**
- **NDIBA**
- **AGENCY MABU**
- **SD NATIVE HOMEOWNERSHIP COALITION/CIHAND**

CORE PARTNERS

- **UTTC**
- **ND INDIAN AFFAIRS**
- **BOYS & GIRLS CLUB**
- **MHA SATELLITE OFFICE**
- **YOUTH WORKS**
- **BHS NEW DIRECTIONS**
- **KAT COMMUNICATIONS**

OUR CURRENT NEEDS

- **ADVISORY OF FUNDRAISING**
- **ADVISORY OF MARKETING & COMMUNICATIONS**
- **ADVISORY OF FINANCE**
- **ADVISORY OF PROGRAM DEVELOPMENT**
- **ADVISORY OF GRANT PRIORITIZATION**

WHERE ARE WE NOW

1. 501C3 APPLICATION SUBMITTAL

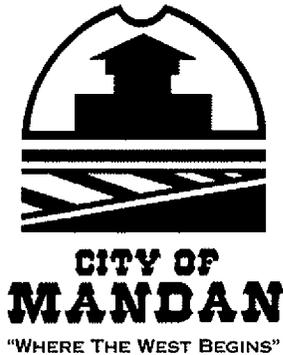
2. COMMITTEE IMPLEMENTATION

- **EXECUTIVE**
- **FINANCE**
- **FUNDRAISING**
- **PARENT & YOUTH**
- **FINANCIAL LITERACY & ASSET BLDG**
- **CAREER DEVELOPMENT**

3. STRATEGIC PLANNING

4. GRANT PRIORITIES

QUESTIONS FOR ME



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Mike Manstrom, Dougherty & Company LLC
SUBJECT: Sale of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

PURPOSES

1. Consider the sale of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.
2. Consider the Resolution Awarding Sale of Warrants and Bonds.
3. Consider the Financing Resolution for Street Improvement Districts #176, #177, #178, #179, #181, #182, #185, #186, #189, #190, #191, #192, #193, #195 Definitive Improvement Warrants.
4. Consider the Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

BACKGROUND

The sale of warrants and bonds are necessary to finance the improvements for the following infrastructure projects:

- Street Improvement District #176 (New asphalt street construction on 34th Avenue SE, Genoa Court SE and McKenzie Drive SE including curb & gutter, storm sewer, and street lights within the Lakewood 6th and 7th Additions) = \$1,517,004.45
- Street Improvement District #177 (New asphalt street construction on 34th Avenue NW and 48th Street NW within Meadows including curb & gutter, storm sewer, street lights and chip seal within Meadows 6th Addition) = \$395,766.67
- Street Improvement District #178 (New asphalt street construction on Amber Place SW, Spring Court SW and extension of Keidel Trail SW within Keidel's South Heart Terrace Phase IV. The project also included installation of curb & gutter, storm sewer, street lights and chip seal) = \$527,309.19

- Street Improvement District #179 (New asphalt street construction on 7th Avenue NW between 24th Street NW to 27th Street NW and on 26th Street NW to the west of 6th Avenue NW in Meadow Ridge 3rd Addition. The project also included installation of curb & gutter, storm sewer and chip seal) = \$372,275.83
- Street Improvement District #181 (New asphalt street construction took place in Meadows 7th Addition on Trident Court NW and on the continuation of Wildrye Circle NW. The project also included installation of curb & gutter, storm sewer, street lights and chip seal) = \$325,498.44
- Street Improvement District #182 (New asphalt street construction took place on 6th Avenue NW south of 27th Street NW in Meadow Ridge 1st Addition. The project also included installation of curb & gutter, storm sewer, and chip seal) = \$317,415.30
- Street Improvement District #185 (New asphalt street construction took place on Plains Bend SE, 18th Street SE, Fields Court SE, 14th Street SE and Ridge Drive SE. within Heart Ridge 2nd Addition. The project also included installation of curb & gutter, storm sewer, street lights and chip seal) = \$1,334,141.85
- Street Improvement District #186 (New asphalt street construction took place on portions of Lena Court SE, Mia Court SE, Will Court SE, Mario Court SE, Philip Court SE and Macedonia Avenue SE all within Macedonia Hills 1st Addition. The improvements also included the installation of curb & gutter, storm sewer, street lights, chip seal and related work) = \$827,598.75
- Street Improvement District #189 (New asphalt street construction took place on 39th Avenue SE. The improvements included new asphalt street construction, installation of curb & gutter, storm sewer, street lights, chip seal and related work) = \$79,195.91
- Street Improvement District #190 (New asphalt street construction took place on portions of 2nd Avenue SW, 4th Avenue SW, 8th Avenue SW, 20th Street SW and Cobblestone Loop SW within Keidel's South Heart Terrace 3rd Addition. The improvements also included the installation of curb & gutter, storm sewer, street lights, chip seal and related work) = \$1,727,416.04
- Street Improvement District #191 (New asphalt street construction took place on portions of Lena Court SE and Mia Court SE within Lincoln Ridge Estates 6th Addition. The improvements also included the installation of curb & gutter, storm sewer, street lights, chip seal and related work) = \$220,909.56
- Street Improvement District #192 (New asphalt street construction took place on portions of Corvette Street NW and a portion of Crown Point Road NW within West Hills 3rd Addition. The improvements also included the installation of curb & gutter, storm sewer, street lights, chip seal and related work) = \$277,733.34

- Street Improvement District #193 (New asphalt street construction took place on Action Drive SE in the Midway 14th Addition. The improvements also included the installation of curb & gutter, storm sewer, street lights, chip seal and related work) = \$213,517.48
- Street Improvement District #195 (The project consisted of street reconstruction on West and East Roughrider Circles NW, Horseshoe Bend NW, Wagonwheel Circle NW, Homestead Place NW and Lariat Court NW all within the Roughrider Estates Additions and a mill and overlay on 56th Avenue NW. The project also consisted of spot repair of curb & gutter, chip seal and related work) = \$889,217.19

On October 6, 2015, the Board of City Commissioners approved the confirmation of the assessment list for these Districts except for Street Improvement District #176.

On October 20, 2015, the Board of City Commissioners approved the confirmation of the assessment list for Street Improvement District #176.

On October 30, 2015, the City certified the special assessments to the Morton County Auditor.

On November 3, 2015, the Board of City Commissioners approved the Municipal Advisor Agreement with Dougherty & Company LLC to provide financial consulting services for the issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

On December 10, 2015, Moody's Investors Service assigned an A1 rating to the City of Mandan's \$9,025,000 Refunding Improvement Bonds of 2015, Series B. Additionally; Moody's maintained the A1 rating on the City's outstanding bonds.

ATTACHMENTS

- Official Statement:
 - Cover Page
 - Summary
 - Notice of Sale
 - Official Bid Form
- Resolution Awarding Sale of Warrants and Bonds.
- Financing Resolution for Street Improvement Districts #176, #177, #178, #179, #181, #182, #185, #186, #189, #190, #191, #192, #193, #195 Definitive Improvement Warrants.
- Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

FISCAL IMPACT

The proceeds from the sale of warrants and bonds are summarized as follows:

- \$9,308,057.08 for construction, engineering, legal, testing and inspection, and other expenditures.
- \$157,982.29 for bonding and financing related costs.
- Less \$441,039.37 from City funds.

The assessment period for these Districts will be 15 years to match the term of the Bonds. The interest rate on the bonds is projected to be 2.7754% and the interest rate on the assessments is projected to be 4.2754%, no assessment interest the first year.

STAFF IMPACT

None

LEGAL REVIEW

Steve Vogelpohl, Bond Counsel, prepared the Resolutions.

RECOMMENDATIONS

- To approve the Resolution Awarding Sale of Warrants and Bonds for \$9,025,000 Refunding Improvement Bonds of 2015, Series B.
- To approve the Financing Resolution for Street Improvement Districts #176, #177, #178, #179, #181, #182, #185, #186, #189, #190, #191, #192, #193, #195 Definitive Improvement Warrants.
- To approve the Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

SUGGESTED MOTIONS

- Move to approve the Resolution Awarding Sale of Warrants and Bonds for \$9,025,000 Refunding Improvement Bonds of 2015, Series B.
- Move to approve the Financing Resolution for Street Improvement Districts #176, #177, #178, #179, #181, #182, #185, #186, #189, #190, #191, #192, #193, #195 Definitive Improvement Warrants.
- Move to approve the Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

NEW ISSUE

RATING: Moody's "____"
See "Rating" herein

This Document does not constitute an offer to sell the Bonds in any State or other jurisdiction to any person to whom it is unlawful to make such offer in such State or jurisdiction. No dealer, salesperson, or any other person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Bonds, and if given or made, such information or representation must not be relied upon.

NEAR FINAL OFFICIAL STATEMENT AND NOTICE OF SALE

**CITY OF MANDAN
MORTON COUNTY, NORTH DAKOTA**

\$9,025,000* Refunding Improvement Bonds of 2015, Series B

Bonds Dated: December 30, 2015

Principal Due: May 1, as shown below

Minimum Bid: \$8,934,750.00

Good Faith Deposit: \$99,275.00

Required of Purchaser Only

The Bonds will be in fully registered form in the denominations of \$5,000 or any whole multiple thereof. Interest will be payable on May 1 and November 1, commencing May 1, 2016. The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases may be made in book entry form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. (See "Book-Entry-Only System" herein.) Starion Bond Services of Bismarck, North Dakota will serve as registrar. *The City of Mandan reserves the right to adjust the issue size after bid opening by 10% in total and 10% per maturity.*

<u>May 1</u> <u>Maturity</u>	<u>Principal</u> <u>Amount*</u>	<u>May 1</u> <u>Maturity</u>	<u>Principal</u> <u>Amount*</u>
2016	\$380,000	2024	\$610,000
2017	660,000	2025	610,000
2018	660,000	2026	595,000
2019	660,000	2027	595,000
2020	635,000	2028	595,000
2021	635,000	2029	585,000
2022	610,000	2030	585,000
2023	610,000		

**Bidders may aggregate all or a portion of the Refunding Improvement Bonds of 2015, Series B, maturing in the years 2016-2030 into any combination of Term Bonds, subject to mandatory sinking fund redemptions in accordance with the above schedule.*

Bonds maturing in 2022 and thereafter shall be subject to redemption and prepayment, at the option of the City, on May 1, 2021, and any date thereafter, at par plus accrued interest.

In the opinion of Steven L. Vogelpohl, Bond Counsel, the interest to be paid on the Bonds will not be includable in gross income of the recipient for United States or North Dakota income tax purposes. Interest on the Bonds will not be treated as a preference item in calculating the federal alternative minimum taxable income of individuals and corporations (see "Tax-Exemption" herein). The Bonds are not "qualified tax-exempt obligations" under Section 265 (b)(3) of the Internal Revenue Code of 1986.

BID OPENING: TUESDAY, DECEMBER 15, 2015
10:30 A.M. CDT

BID AWARD: TUESDAY, DECEMBER 15, 2015
5:00 P.M. CDT

DOUGHERTY & COMPANY LLC
120 N 3rd Street
Bismarck, North Dakota 58501
Telephone-701/222-1616
Fax -701/222-4455

*Subject to change

The Date of this Near Final Official Statement is November __, 2015.

SUMMARY

The following is a summary of certain information discussed in this Official Statement. Capitalized terms used herein are defined in the text hereof. This summary is qualified in its entirety by reference to the more detailed information included elsewhere in this Official Statement.

The Bonds

The City of Mandan, North Dakota (the “City”), is issuing its Refunding Improvement Bonds, Series 2015, Series B (the “Bonds”), in the original aggregate principal amount of \$9,025,000*. The City is authorized to issue the Bonds under the provisions of Chapters 40-24 and 40-27 and related chapters, as amended, of the North Dakota Century Code (the “Act”). The Bonds shall be dated as of December 30, 2015, and will be issued as fully registered bonds without coupons in book-entry only form in denominations equal to the entire amount maturing on a given date, but individual purchases of the Bonds may be made in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof of a single maturity. See “THE BONDS” in this Official Statement.

The City

The City is a municipal corporation governed by an elected mayor and four-member commission, and operates under a Home Rule Charter. See “THE CITY” and “APPENDIX A – GENERAL INFORMATION ABOUT THE CITY” in this Official Statement.

Use of Proceeds

Proceeds derived from the sale of the Bonds will be used by the City to: (i) finance certain improvements in the City; (ii) funding capitalized interest; and (iii) pay costs of issuance for the bonds. The Bonds will finance improvements in the Street Improvement Districts (176 - Lakewood 6th and 7th Additions, 177 - Meadows 6th Addition, 178 - Keidel’s South Heart Terrace Phase IV, 179 - Meadow Ridge 3rd Addition, 181 - Meadows 7th Addition, 182 - Meadow Ridge 1st Addition, 185 - Heart Ridge 2nd Addition, 186 - Macedonia Hills 1st Addition, 189 - Lakewood 6th Addition, 190 - Keidel’s South Heart Terrace 3rd Addition, 191 - Lincoln Ridge Estates 6th Addition, 192 - West Hills 3rd Addition, 193 - Midway 14th Addition, 195 - Roughrider Estates Additions). The above mentioned Districts will be collectively referred to as , the “Districts”. The Bonds will be valid and binding obligations of the City in accordance with their terms. See “PLAN OF FINANCE AND SOURCES AND USES OF FUNDS” and “SECURITY FOR THE BONDS” in this Official Statement.

Security for the Bonds

The Bonds are payable from certain special improvement warrants of the City (the “Warrants”) which were issued for the purpose of paying the costs of improvements in the City. Such Warrants are payable from special assessments levied against benefited properties in the Districts. **Whenever all special assessments appropriated and theretofore collected for any improvement are insufficient to pay principal and interest then due on the Warrants issued with respect thereto, the City is required by law to levy a tax upon all taxable property in the corporate limits of the City for the payment of such deficiency.** In its discretion, the City is authorized to levy a similar tax whenever such a deficiency is likely to occur within one year, which deficiency levies are not subject to any limitation as to rate or amount. See “SECURITY FOR THE BONDS” in this Official Statement.

Existing Special Assessment Bonds

The City has previously issued Refunding Improvement Bonds (the “Outstanding Special Assessment Bonds”), secured by certain special improvement warrants of the City which are payable from special assessments levied against benefited properties in the City, in the currently outstanding principal amount of \$40,935,000. The Outstanding Special Assessment Bonds are secured by and payable from warrants levied against the City, payable from special

Legal Counsel Certain legal matters incident to the authorization, issuance, sale and delivery of the Bonds are subject to the approval of Steven L. Vogelpohl, Bismarck, North Dakota, Bond Counsel to the City.

Financial Advisor Dougherty & Company, Bismarck, North Dakota is acting as financial advisor to the City with respect to the sale of the Bonds. See "FINANCIAL ADVISOR" in this Official Statement.

Registrar and Paying Agent Starion Bond Services, 2900 North Washington Street, Bismarck, North Dakota 58503.

Rating: "___" Moody's Investors Service (applied)

Bank Qualification: The Bonds will *NOT* be designated as "qualified tax-exempt obligations."

2015 Property Values: As of December 30, 2015

Full and True Value (100%)	\$ 1,423,423,400
Assessed Value (50%)	\$ 753,692,350
Taxable Value	\$ 68,418,167

Total Direct General Obligation Debt:	\$ 590,000
Total Special Assessment Debt, including this issue:	45,515,000
Total Revenue Bonded Debt:	22,180,118
Overlapping G.O. Tax Supported Bonded Debt:	<u>19,525,295</u>
Total of outstanding Debt listed:	\$ 87,810,413

Population (2014 estimates): 20,820
Area (square miles): 11.03

	<u>Per Capita Debt</u>
Net Direct G.O. Debt	\$ 28.34
Net Special Assessment Debt	2,186.12
Overlapping G.O. Debt	<u>937.81</u>
Total	\$3,152.27

PROFESSIONAL SERVICES

Bond Counsel
Steven L. Vogelpohl
Attorney at Law
P.O. Box 7068
Bismarck, North Dakota 58507-7068
701/258-98479

Financial Advisor
Mike Manstrom
Dougherty & Company LLC
P.O. Box 2157
Bismarck, North Dakota 58502
701/222-1616

Issuer
City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

Underwriter

NOTICE OF SALE

\$9,025,000* REFUNDING IMPROVEMENT BONDS OF 2015, SERIES B

**CITY OF MANDAN
MORTON COUNTY, NORTH DAKOTA**

(Book Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE

Proposals will be opened by the City's Auditor, or designee, on Tuesday, December 15, 2015, at 10:30 AM CDT, at the offices of Dougherty & Company LLC, 120 North 3rd Street, Bismarck, ND 58501. Consideration of the Proposals for award of the sale will be by the City Commission at its meeting at 205 2nd Ave NW, Mandan, North Dakota beginning Tuesday, December 15, 2015 at 5:00 PM CDT.

SUBMISSION OF PROPOSALS

Neither the City nor Dougherty & Company LLC will assume any liability for the inability of the bidder to reach Dougherty & Company LLC prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(1) Telephone Bidding.

Telephone Dougherty & Company LLC at (701) 222-1616.

OR

(2) Submit Electronically.

Notice is hereby given that electronic bids will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic bid in a timely manner and in compliance with the requirements of this Notice of Bond Sale (the "Notice").* The City, its agents and PARITY® shall not have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and the City, its agents and PARITY® shall not be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any -damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Notice conflict with information provided by PARITY®, this Notice shall control. Further information about PARITY®, including any fee charged, may be obtained from: PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, (212) 849-5000.

Neither the City nor Dougherty & Company LLC assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

**Preliminary, Subject to Change*

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond made to the public. The Bonds will be issued in fully registered form and one bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Starion Bond Services, 2900 North Washington Street, Bismarck ND 58503 (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Dated: December 30, 2015

AUTHORITY/PURPOSE/SECURITY

The Bonds are issued pursuant to the terms and provisions of the North Dakota Century Code, Chapters 40-22 and 40-27, and related chapters, as amended. The Bonds will finance improvements in the Street Improvement Districts (176, 177, 178, 179, 181, 182, 185, 186, 189, 190, 191, 192, 193 and 195). The Bonds are a binding obligations of the City in accordance with their terms. The Bonds are payable from warrants held in trust for the bondholders, which warrants are in turn payable from special assessments levied against benefited properties and any taxes or other revenues levied for that purpose. In the event special assessments are insufficient to meet principal and interest payments on the warrants, the governing body is required to levy a general tax upon all taxable property within the City for the payment of the deficiency, and may levy such tax whenever a deficiency is anticipated to occur within one year. Such tax is to be levied at the time and in the manner provided in Section 40-26-08 of the North Dakota Century Code, as amended, and may be levied without limitation as to rate or amount.

INTEREST PAYMENTS

Interest is due semiannually on each May 1 and November 1 commencing May 1, 2016 to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding such interest payment date.

DATE, MATURITIES, AND REDEMPTION

The Bonds will be dated December 30, 2015, will be fully registered Bonds in the denomination of \$5,000 each. Principal is due annually on May 1, inclusive, in each of the years and amounts as follows:

<u>May 1</u> <u>Maturity</u>	<u>Principal</u> <u>Amount*</u>	<u>May 1</u> <u>Maturity</u>	<u>Principal</u> <u>Amount*</u>
2016	\$380,000	2024	\$610,000
2017	660,000	2025	610,000
2018	660,000	2026	595,000
2019	660,000	2027	595,000
2020	635,000	2028	595,000
2021	635,000	2029	585,000
2022	610,000	2030	585,000
2023	610,000		

**Preliminary, Subject to Change*

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

Bidders are invited to name the rate(s) of interest to be borne by the Bonds, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/100 of 1% and the net effective interest rate must not exceed 15%. The highest rate bid may not exceed the lowest rate bid by more than 3% in rate.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

The Bonds maturing on May 1, 2022 and thereafter, are subject to redemption and prepayment at the option of the City on May 1, 2021 and any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Notice of redemption shall be given by registered mail to the registered owner of the Bonds not less than 30 days prior to such redemption date.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds

in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be expected on December 30, 2015, subject to an approving legal opinion by Steven L. Vogelpohl, Bond Counsel, Bismarck, North Dakota. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$8,934,750.00 (99.0%) [plus accrued interest from the date of the Bonds to the date of delivery] on the principal sum of \$9,025,000 must be filed with the undersigned prior to the time specified above. Proposals must be unconditional except as to legality.

GOOD FAITH DEPOSIT

A good faith deposit in the amount one and one tenth percent (1.1%) of the final aggregate par amount of the Bonds is required of the *lowest bidder only*. The lowest bidder for the Bonds is required to submit such deposit in the form of a wire transfer as instructed by Dougherty & Company LLC not later than **2:00 P.M. Central Daylight Time** on the day of the sale of the Bonds. If the Deposit is not so received, the bid of the lowest bidder will be rejected and the City may direct the next lowest bidder to submit a Deposit and thereafter may award the sale of the Bonds to the same. No interest on a Deposit will accrue to the successful bidder (the "Purchaser"). Deposits will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, the Deposit will be retained by the City.

Good Faith Requirement

\$9,025,000 Refunding Improvement Bonds of 2015, Series B -- \$99,275.00

Required of the lowest bidder only

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

The City has prepared a Near Final Official Statement dated November __, 2015, which the City deems to be a preliminary or "near-final" Official Statement as that term is defined in Rule 15c2-12 of the Rule. The Official Statement is available electronically through the I-deal website (www.i-dealprospectus.com) and to prospective proposers who request copies from the Financial Advisor, Dougherty & Company

LLC. To reach Dougherty & Company by phone, (701) 222-1616 or by fax, (701) 222-4455.

The Near Final Official Statement, when amended to reflect the actual amount of the Bonds sold, the interest rates specified by the successful bidder and the price or yield at which the successful bidder will reoffer the Bonds to the public, together with any other information required by law, will constitute a "Final Official Statement" with respect to the Bonds as that term is defined in Rule 15c-2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

CONTINUING DISCLOSURE UNDERTAKING

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: November __, 2015

BY ORDER OF THE CITY OF MANDAN, ND

/s Jim Neubauer
City Administrator
City of Mandan

Additional information may be obtained from:

Dougherty & Company LLC
120 North 3rd Street,
Bismarck, ND 58501
Phone: (701) 222-1616

SALE DATE Tuesday, December 15, 2014

OFFICIAL BID FORM
\$9,025,000* REFUNDING IMPROVEMENT BONDS OF 2015, SERIES B
CITY OF MANDAN
MORTON COUNTY, NORTH DAKOTA

Honorable Mayor and City Officials
City of Mandan, North Dakota
221 North 5th Street, City/County Office Building
Mandan ND 58502

Honorable Mayor and City Officials:

We offer a purchase price of \$_____. (Note: This amount may not be less than \$8,934,750.00.) This bid is made subject to all the terms and conditions of the Official Notice of Sale heretofore received which is incorporated herein by reference and is made a part of the bid described herein.

Terms of the Bonds. The Bonds shall bear interest at the following rate or rates per annum (on a 360-day basis), from the date of delivery. The Bonds shall bear interest as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
05/01/2016	_____	_____	_____	_____	05/01/2024	_____	_____	_____	_____
05/01/2017	_____	_____	_____	_____	05/01/2025	_____	_____	_____	_____
05/01/2018	_____	_____	_____	_____	05/01/2026	_____	_____	_____	_____
05/01/2019	_____	_____	_____	_____	05/01/2027	_____	_____	_____	_____
05/01/2020	_____	_____	_____	_____	05/01/2028	_____	_____	_____	_____
05/01/2021	_____	_____	_____	_____	05/01/2029	_____	_____	_____	_____
05/01/2022	_____	_____	_____	_____	05/01/2030	_____	_____	_____	_____
05/01/2023	_____	_____	_____	_____					

*The City reserves the right to adjust the issue size immediately following the opening of bids.

Our calculation of the net interest cost rate, computed in accordance with the Official Notice of Sale but not a part of the above bid, is:

Total Net Interest Cost _____ Net Effective Rate _____

Account Members:

Respectfully submitted,

Firm Name _____

Direct Contact and Phone Number _____

By: _____

The foregoing offer is hereby accepted this ___th day of December, 2015, by the City and in recognition therefore is signed by the Officers empowered and authorized to make such acceptance.

Mayor, City of Mandan

City Administrator

Good-Faith Deposit. In accordance with the terms of the Official Notice of Sale, we agree to wire as directed by Dougherty & Company LLC the amount of **\$99,275.00** as a good-faith deposit if this bid accepted as the lowest bid.

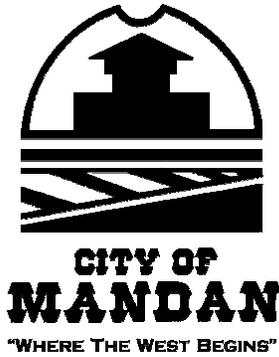
Continued on the next page

The lowest bidder for the Bonds is required to submit such Deposit payable to the order of the City of Mandan in the form of a wire transfer as instructed by Dougherty & Company LLC not later than 2:00 P.M. Central Daylight Time on the day of the sale of the Bonds. If the Deposit is not so received, the bid of the lowest bidder will be rejected and the City may direct the next lowest bidder to submit a Deposit and thereafter may award the sale of the Bonds to the same. No interest on a Deposit will accrue to the successful bidder (the "Purchaser"). Deposits will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, the Deposit will be retained by the City. If this bid is accepted by the City, the proceeds of the good-faith deposit are to be retained by the City to be applied to the purchase price of the Bonds or in the event that we should fail to take up and pay for the Bonds in compliance with the bid described herein, the good-faith deposit will be retained by the City as full and complete liquidated damages. The amount of the good-faith deposit is to be returned to us on the failure on the part of the City to perform in accordance with the terms of the Official Notice of Sale and this bid.

Closing and Delivery. We agree to accept delivery of and pay for the Bonds awarded to us in federal funds or other immediately available funds on or about December 30, 2015.

Certification of Price. Simultaneously or before delivery of the Bonds we agree to furnish the City a certificate, in a form satisfactory to Bond Counsel, containing information sufficient to enable the City to determine the "issue price(s)" of the Bonds as defined in Section 1273 or 1274 of the Internal Revenue Code of 1986, as amended.

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Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Request for Qualifications for Water System
Consultant Engineer

STATEMENT/PURPOSE: To advertise for a consultant engineer to serve as the city's water system consultant.

BACKGROUND/ALTERNATIVES: The city was successful in receiving State Water Commission (SWC) grant money to start construction on three needed projects during the 2015-2017 biennium. Those projects are;

1. Water Treatment Plant –High Service Pump Optimization, Phase I
2. Sunset Booster Station Pump Improvements
3. Distribution System Instrumentation and Control Improvements

Each of these projects is part of the City's Capital Improvements Plan (CIP) and have been included in planning for many years.

In order to follow the SWC cost share policies to accept the grand money, the city must advertise for engineering services, establish methods for evaluation of respondents, conduct an interview process, and finally select an engineering organization to hire as the system consultant. Another benefit to advertising for these services aside from the SWC requirement is to allow firms to compete which should bring out the best in firms who wish to work with the city on water system projects.

The attached advertisement is in draft form at this time, but substantially encompasses staffs goals. Staff plans to review before making final in time to publish on December 25th.

Anticipated schedule for selection process:

- Publish RFQ: December 25, 2015
- **Proposal Deadline: January 22, 2016 (4:00 p.m.)**
- Interviews (By Invite): February 2016
- Recommend Selection to City Commission: March 2016
- Plan and Design Projects: 2016 & 2017
- Construct Projects: 2016-2018

ATTACHMENTS:

1. DRAFT Request for Qualifications for Engineering Services

FISCAL IMPACT: None at this time. Request to Advertise only.

STAFF IMPACT: Minimal

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

RECOMMENDATION: Approve advertisement of Request for Qualifications for Water System Consultant Engineer

SUGGESTED MOTION: Move to approve advertisement of Request for Qualifications for Water System Consultant Engineer

Request for Statements of Qualifications for Engineering Services

In accordance with ND State Water Commission requirements, the City of Mandan is soliciting statements of qualifications to retain a firm to provide city engineering services related to the city's water treatment, storage and distribution infrastructure. The City will utilize the selected firm for a period of three years as the city's water system consultant. The City may choose to select this consultant for any specific project or task on the water system within the agreement period without another selection process. The City may also elect to select another consultant on a project by project basis through another selection effort. This system consultant, however, will remain the same during this three year period. The City has the right to extend this selection period by increments of one year, if so desired. The agreement and payment terms will be negotiated with the selected offeror.

The City desires to select the best-qualified engineering firm through the RFQ process. The ideal firm should have extensive experience in water system engineering including preparation of feasibility reports, distribution system modeling, water system master planning, design and operation of surface water intake treatment facilities, construction administration and observations, and utility studies. The ideal firm will be multi-disciplined, full-service firm.

Engineering services must, at a minimum, include:

- Water System (source, supply, and distribution)
- Electrical Engineering
- Instrumentation and Controls
- Financial Services

Proposal Content:

All responses must be received by 4:00 p.m. on Friday, January 22nd, 2016. Please state "Water System Engineering Services Qualifications" on the outside of the response package. Include three printed copies of the proposal and one PDF version. Proposals may not exceed 15 one-side 8.5" x 11" pages, including cover letter and attachments. Additional material, other than that requested by The City of Mandan will be disregarded.

Any questions regarding this RFQ must be asked in writing and will be shared with other respondents. The questions are to be asked by submitting an e-mail to ifroseth@cityofmandan.com with the subject line "Water System RFQ". Questions are to be asked by the end of January 15th, 2016 to guarantee a response. Respondents are prohibited from contacting any representative of the City regarding this RFQ outside of the submittal instructions given above.

Responses must include:

1. Firm Background, including the firm's legal name, mailing address, telephone number, name of primary contact person, location of firm headquarters, and services provided.
2. The experience and qualifications of the staff to be assigned to the City. Indicate the individual who will serve as the City's primary contact.

3. A description of the project team's prior experience, including any similar projects, project size, location, project costs, and the name of the local official knowledgeable of the firm's performance. Include at least three references.
4. A description of the firm's current and projected work activities.

Respondents will be evaluated according to the following criteria:

- Location (Preference given to firms headquartered in North Dakota) (5%)
- Ability of the Professional Personnel (25%)
- Related Experience (25%)
- Consultant's Capacity to Meet Time and Budget Requirements (10%)
- Recent, Current, and Projected Workloads (15%)
- Past Performance (10%)
- Recent & Current Work for the Entity Issuing the RFQ (10%)

The selection of finalists will be based on an evaluation of the written responses, as well as interviews. The award will be made to the most qualified offeror whose proposal is deemed most advantageous to the City, all factors considered. Unsuccessful offerors will be notified as soon as possible.

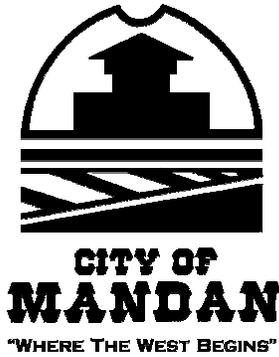
RFQs should be mailed to:

Justin Froseth, Planning and Engineering Director
City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

Proposal Policies:

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, the City reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed. The City also retains the right to reject all responses deemed unqualified, unsatisfactory, or inappropriate, and/or re-solicit for proposals if deemed to be in its best interest.

All costs related to the preparation of the proposal, interview, or any other related activity are the sole responsibility of the firm. No reimbursement will be made by the City for costs incurred prior to a formal notice to proceed under a contract.



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 4, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

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

BACKGROUND/ALTERNATIVES: The developer is requesting that the City allow the special assessment of street costs to the benefitting properties for the development of Lakewood 8th Addition.

ATTACHMENTS:

1. Resolution creating district
2. District Map
3. Engineer's Report
4. Resolution Approving Engineer's Report
5. Resolution of plans and specs
6. Petition
7. Resolution determining sufficiency of petition
8. Feasibility Report
9. Resolution Directing Advertisement for Bids

FISCAL IMPACT: Based on the estimate of cost included with your documentation, the cost of the project would be \$1,254,325.00, engineering and administration will add \$439,013.75, bringing the total to \$1,693,338.75. These items would be entirely special assessed to the

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 2 of 19

benefitting properties. This assessment district has commercial, residential and school district parcels within this district.

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports moving forward with the project.

SUGGESTED MOTION: I move to approve the Resolution creating district, approve Resolution approving Engineer's Report, approve Resolution of Plans and Specifications, approve Resolution determining sufficiency of petition, approve feasibility report and approve Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 3 of 19

**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT NO. 202**

Project No. 2015-13

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

1. There is hereby created Street Improvement District No. 202 (the "District")(Project# 2015-13) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, 24th Street SE, Gale Circle SE, 34th Avenue SE and 21st Street SE, and includes street construction, installation of curb and gutter, asphalt street, storm sewer, street lights, chip seal and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

The following lots and blocks are included in said District:

Lot 1, Block 3, Lakewood Commercial Park Fourth Addition, Lot 1, Block 1, Lakewood Commercial Park Fifth Addition, Lot 1, Block 1, Lakewood Sixth Addition, Lot 25, Block 1, Lakewood Seventh Addition and a portion of Section 1, Township 138 North, Range 81 West of the 5th Principal Meridian, County of Morton, State of North Dakota, being more particularly described as follows:

Considering the east line of said Section 1 as bearing South 00°03'48" East according to the plat of Lakewood Sixth Addition, with all bearings contained herein relative thereto;

Commencing at the northeast corner of said Section 1; thence South 00°03'48" East along the east line of Section 1 a distance of 1117.60 feet; thence South 89°58'11" West a distance of 40.00 feet to the west right-of-way line of 40th Avenue and the northeast corner of Lot 1, Block 1, Lakewood Commercial Park Fifth Addition, Point of Beginning; thence South 00°03'48" East along the west right-of-way line of 40th Avenue a distance of 909.48 feet to the southeast corner of Lot 1, Block 3, Lakewood Commercial Park Fourth Addition; thence South 89°59'58" West along the south line of Lot 1, Block 3,

Lakewood Commercial Park Fourth Addition a distance of 250.00 feet to the east line of Lot 1, Block 1, Lakewood Sixth Addition; thence along the boundary of Lot 1, Block 1, Lakewood Sixth Addition the following nine (9) courses: North $89^{\circ}46'20''$ West a distance of 126.77 feet; thence South $00^{\circ}04'10''$ East a distance of 355.36 feet to the southeast corner of Lot 1; thence South $89^{\circ}59'15''$ West a distance of 64.27 feet; thence South $88^{\circ}51'33''$ West a distance of 1007.29 feet; thence North $00^{\circ}31'59''$ West a distance of 53.68 feet; thence northwest along a curve to the left having a radius of 466.00 feet, a central angle of $40^{\circ}04'47''$ and an arc length of 325.98 feet, the chord of said arc bears North $20^{\circ}34'22''$ West a distance of 319.37 feet; thence North $40^{\circ}36'46''$ West a distance of 171.77 feet; thence northwest along a curve to the right having a radius of 334.00 feet, a central angle of $39^{\circ}41'28''$ and an arc length of 231.38 feet the chord of said arc bears North $20^{\circ}46'02''$ West a distance of 226.78 feet; thence North $00^{\circ}55'18''$ West a distance of 315.52 feet to the northwest corner of Lot 1, Block 1, Lakewood Sixth Addition; thence South $89^{\circ}06'01''$ West along the north line of Lakewood Sixth Addition a distance of 66.00 feet to the east line of Lakewood Seventh Addition; thence along the east line of Lakewood Seventh Addition, North $00^{\circ}55'18''$ West a distance of 24.46 feet to the southeast corner of Lot 25, Lakewood Seventh Addition; thence South $89^{\circ}04'42''$ West along the south line of Lot 25 a distance of 278.71 feet to the east line of Lot 3, Block 4, Midway First Addition; thence North $00^{\circ}08'50''$ West along the east line of Lot 3, Block 4, Midway First Addition a distance of 47.82 feet; thence North $45^{\circ}08'11''$ West along the east line of Lot 3 a distance of 255.96 feet; thence North $44^{\circ}51'49''$ East a distance of 225.27 feet; thence North $14^{\circ}55'54''$ East a distance of 76.16 feet; thence North $44^{\circ}51'42''$ East a distance of 130.00 feet; thence South $45^{\circ}08'18''$ East a distance of 502.15 feet; thence South $84^{\circ}15'00''$ East a distance of 150.19 feet; thence North $48^{\circ}14'14''$ East a distance of 203.23 feet; thence North $72^{\circ}16'34''$ East a distance of 81.20 feet; thence South $85^{\circ}06'47''$ East a distance of 82.03 feet; thence South $67^{\circ}16'21''$ East a distance of 457.21 feet; thence South $55^{\circ}54'01''$ East a distance of 74.66 feet; thence South $37^{\circ}58'38''$ East a distance of 74.63 feet; thence South $19^{\circ}37'04''$ East a distance of 74.63 feet; thence South $00^{\circ}55'24''$ East a distance of 104.48 feet; thence North $89^{\circ}04'36''$ East a distance of 340.25 feet to the west line of Lot 1, Block 1, Lakewood Commercial Park Fifth Addition; thence North $00^{\circ}04'45''$ West along the west line of Lot 1 a distance of 363.70 feet to the northwest corner of Lot 1; thence North $89^{\circ}58'11''$ East along the north line of Lot 1 a distance of 301.14 feet to the Point of Beginning.

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 5 of 19

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: December 15th, 2015

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 7 of 19

11/24/2015

ENGINEERS OPINION OF PROBABLE COST
 LAKEWOOD 8TH ADDITION
 21ST ST. SE, 34TH AVE. SE, 24TH ST. SE, GALE CIRCLE

Item No.	Item Description	Unit	Quantity	Unit Cost	Item Cost
1	MOBILIZATION	EA	1	\$5,000.00	\$5,000.00
2	CONTRACT BOND	EA	1	\$5,000.00	\$5,000.00
3	CLEARING & GRUBBING	EA	1	\$10,000.00	\$10,000.00
4	SUBGRADE PREPERATION (1' DEEP)	SY	16,169	\$3.00	\$48,507.00
5	STABILIZED GRAVEL BASE (CLASS 5)	TON	5,053	\$35.00	\$176,855.00
6	AC STABILIZED BASE (CLASS B)	TON	1,528	\$100.00	\$152,800.00
7	AC SURFACING COURSE (CLASS B)	TON	1,528	\$100.00	\$152,800.00
8	ASPHALT CEMENT	TON	183	\$550.00	\$100,650.00
9	BITUMINOUS TACK COAT	GAL	1,375	\$3.00	\$4,125.00
10	BITUMINOUS SEAL COAT	SY	13,745	\$2.50	\$34,362.50
11	STANDARD CURB & GUTTER	LF	3,382	\$18.25	\$61,721.50
12	MOUNTABLE CURB & GUTTER	LF	3,334	\$20.00	\$66,680.00
13	REMOVE BITUMINOUS PAVEMENT	SY	389	\$8.00	\$3,112.00
14	REMOVE CURB & GUTTER	LF	80	\$9.00	\$720.00
15	15" RCP STORM DRAIN	LF	358	\$45.00	\$16,110.00
16	18" RCP STORM DRAIN	LF	26	\$50.00	\$1,300.00
17	24" RCP STORM DRAIN	LF	1030	\$70.00	\$72,100.00
18	36" RCP STORM DRAIN	LF	245	\$125.00	\$30,625.00
19	36" RC FLARED END SECTION	EA	1	\$2,500.00	\$2,500.00
20	3-STREET SIGN & POST	EA	4	\$400.00	\$1,600.00
21	STOP SIGN & POST	EA	1	\$400.00	\$400.00
22	48" ECCENTRIC MANHOLE	EA	10	\$5,000.00	\$50,000.00
23	NEENAH TYPE R-3295 INLET (36")	EA	17	\$3,200.00	\$54,400.00
24	TRAFFIC CONTROL	EA	1	\$1,000.00	\$1,000.00
25	ADA CURB RAMPS	EA	8	\$200.00	\$1,600.00
26	8' CONCRETE VALLEY GUTTER	EA	1	\$2,000.00	\$2,000.00
27	SUBCUT GRAVEL	TON	300	\$30.00	\$9,000.00
28	RIPRAP	SF	600	\$4.00	\$2,400.00
29	CLUSTER BOX UNIT – 12 BOXES	EA	3	\$2,000.00	\$6,000.00
30	CLUSTER BOS UNITS – 16 BOXES	EA	2	\$2,100.00	\$4,200.00
29	TYPE-B STREET LIGHT UNIT	EA	21	\$6,200.00	\$130,200.00
30	#4 AWG CIRCUITRY	LF	3290	\$6.75	\$22,207.50
31	TRENCHING	LF	3470	\$3.60	\$12,492.00
32	2" CONDUIT (LAID)	LF	230	\$8.25	\$1,897.50

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 8 of 19

11/24/2015

ENGINEERS OPINION OF PROBABLE COST
LAKEWOOD 8TH ADDITION
21ST ST. SE, 34TH AVE. SE, 24TH ST. SE, GALE CIRCLE

Item No.	Item Description	Unit	Quantity	Unit Cost	Item Cost
33	JUNCTION BOXES	EA	3	\$1,220.00	\$3,660.00
34	NEW FEED POINT	EA	1	\$6,300.00	\$6,300.00
	SUB-TOTAL				\$1,254,325.00
	CONTINGENCY, ADMIN, ENGINEERING		35%		\$439,013.75
	ESTIMATE				\$1,693,338.75

ESTIMATE NOTES:

1. ALL QUANTITIES WERE BASED ON STREET AND STORM DRAIN PLANS FOR PROJECT #2015-13.
2. SUBGRADE PREPERATION IS BASED ON MEASURMENT FROM 1' BEHIND CURB TO 1' BEHIND CURB.
3. CLASS 5 GRAVEL BASE IS ESTIMATED AT 1.875 TONS PER CY, 1' BEHIND CURB TO 1' BEHIND CURB.
4. AC PAVEMENT UNITS WERE ESTIMATED AT 2 TONS PER CUBIC YARD AT 4-INCH DEPTH.
5. ASPHALT CEMENT UNITS WERE ESTIMATED AT 6% OF TOTAL AC TONNAGE.
6. TACK COAT CALCLUATED USING 0.1 GALLON PER SY.

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN STREET IMPROVEMENT DISTRICT NO. 202**

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

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 202 (Project #2015-13), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

2. The probable costs of the of the improvement project are estimated to be as follows:

a. Construction costs:	\$1,254,325.00
b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$439,013.75
c. Total estimated costs of the improvement:	\$1,693,338.75

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 10 of 19

4. This resolution shall be in full force and effect from and after its passage.

Dated this 15th day of December 2015.

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 11 of 19

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR STREET IMPROVEMENT DISTRICT NO. 202
PROJECT # 2015-13**

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

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project in Street Improvement District No. 202 (Project # 2015-13) of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 15th day of December, 2015.

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 12 of 19

PETITION FOR PERMANENT STREET, STORM SEWER, SIGNAGE & LIGHTING IMPROVEMENTS

Date: April 27, 2015

To the Honorable Board of City Commissioners
Mandan, North Dakota

Commissioners:

The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have permanent street, storm sewer, signs and street lighting improvements completed on the following City right-of-way (see attached map):

(Serving Lakewood Commercial Park Fifth Addition, Lakewood Commercial Park Fourth Addition, Lakewood 6th and Lakewood 8th Additions – as generally shown on the attached exhibit)

Shoal Loop SE
Gale Loop SE
34th Ave SE
21st St SE
Breezy Lane SE

SIGNATURE (Property Owner/s)

PROPERTY DESCRIPTION

The following lots in Lakewood Commercial Park Fifth Addition: Lot 1, Block 1


~~Apple Creek KLLP~~ ownership has changed. K.F.

The following lots in Lakewood Commercial Park Fourth Addition: Lot 1, Block 3

 Shannon Schasser STS PROPERTIES

The following lots in Lakewood 6th Addition: Lot 1, Block 1

The following lots in Lakewood 8th Addition: Lots 1-2, Block 1; Lots 1-48, Block 2; Lots 1-22, Block 3; and Lots 1-5, Block 4



Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 13 of 19

PETITION FOR PERMANENT STREET, STORM SEWER, SIGNAGE & LIGHTING IMPROVEMENTS

Date: April 27, 2015

To the Honorable Board of City Commissioners
Mandan, North Dakota

Commissioners:

The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have permanent street, storm sewer, signs and street lighting improvements completed on the following City right-of-way (see attached map):

(Serving Lakewood Commercial Park Fifth Addition, Lakewood Commercial Park Fourth Addition, Lakewood 6th and Lakewood 8th Additions – as generally shown on the attached exhibit)

Shoal Loop SE
Gale Loop SE
34th Ave SE
21st St SE
Breezy Lane SE

SIGNATURE (Property Owner/s)

PROPERTY DESCRIPTION

The following lots in Lakewood Commercial Park Fifth Addition: Lot 1, Block 1

M. B. T. Supt.

The following lots in Lakewood Commercial Park Fourth Addition: Lot 1, Block 3

M. B. T. Supt.

The following lots in Lakewood 6th Addition: Lot 1, Block 1

M. B. T. Supt.

The following lots in Lakewood 8th Addition: Lots 1-2, Block 1; Lots 1-48, Block 2; Lots 1-22, Block 3; and Lots 1-5, Block 4

M. B. T. Supt.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 14 of 19

**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION, WAIVER
AND CONSENT TO ASSESSMENT FOR STREET IMPROVEMENT DISTRICT NO.
202**

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

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by Mitzel Builders, the owner of a majority of property area, for the improvement in and for Street Improvement District No. 202, Project No. 2015-13("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.

2. This Board is authorized to cause the improvement in and for the District to be made, and to levy and collect assessments therefore.

Dated this 15th day of December, 2015

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 15 of 19

**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STREET IMPROVEMENT DISTRICT #202, PROJECT #2015-13**

1.) General Nature of Project

The District has been created to allow for new street on 24th Street SE, Gale Circle SE, 34th Avenue SE and 21st Street SE. Installation of new curb & gutter, asphalt street, storm sewer, street lights & chip seal will take place with this project.

2.) Location of Proposed Construction

The proposed construction will take place on 24th Street SE, Gale Circle SE, 34th Avenue SE and 21st Street SE.

3.) Environmental Impact

It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as new development spreads in this area.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$1,254,325.00. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$439,013.75. The total cost for the improvement is estimated at \$1,693,338.75.

Dated: December 15th, 2015



Justin Froseth
Planning and Engineering Director

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 16 of 19

**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR STREET IMPROVEMENT DISTRICT NO. 202**

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

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 202 (Project # 2015-13) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on December 15th, 2015, and in the plans and specifications for said improvement now on file in the office of the City Engineer.

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

**“ADVERTISEMENT FOR BIDS FOR
STREET IMPROVEMENT DISTRICT NO. 202
MANDAN, NORTH DAKOTA**

Notice is hereby given, that the City of Mandan, North Dakota will receive sealed bids at the office of the City Administrator until Tuesday, January 26th, 2016 at 10:00 a.m., local time for the purpose of furnishing of materials, labor and skill needed for the new construction of storm sewer mains, asphalt streets, concrete curb and gutter and street lights and related work in accordance with the plans and specifications for Street Improvement District No. 202 (Project # 2015-13), for the City of Mandan. The Work consists of all labor, skill, and materials required to properly construct the improvement.

Contractors and vendors desiring plans and specifications for personal use may secure digital copies from www.questcdn.com for a fee of \$25.00. These

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 17 of 19

documents may be downloaded by selecting this project from the "Bid Documents" tab and by entering Quest Project Number #4185691 on the "Search Projects" page. For assistance and the free membership registration, contact QuestCDN at (952)233-1632 or info@questcdn.com. Paper copies of the bid documents may be obtained from the City of Mandan Engineering office, 205 2nd Avenue Northwest, Mandan, North Dakota 58554 upon non-refundable payment of \$50.00 for each set. If Plans are mailed out and additional fee of \$15.00 will be added for postage and handling.

The bid proposals must be submitted to the City Administrator by 10:00 a.m., local time, Tuesday, January 26th, 2016 and shall be sealed and endorsed "Proposal for Street Improvement District No 202. Bids shall be delivered or mailed to: City Administrator, City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554. Bids will be opened and read aloud in the City Commission Meeting Room at 10:00 a.m., local time, on January 26, 2016. All bidders are invited to be present at the public opening of the Bids.

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

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

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

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

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 18 of 19

All construction work on Project #2015-13 is to be completed no later than August 1, 2016 other than the chip seal which will have a completion date of September 15, 2016.

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

Should the contractor fail to complete all of the work in a District according to the above date, or within such additional time as may have been granted by formal extensions of time approved by the City Engineer, there shall be deducted from any money due the contractor, the above mentioned sum for each calendar day the completion of the Work is delayed, for each District. Liquidated damages will continue to accumulate until the City Engineer determines winter weather prevents further construction. Liquidated damages will restart on the first day of construction in the Spring of 2016 and continue to accumulate until final project acceptance. The Contractor and his surety shall be liable for any excess. Such payments shall be deducted from the final payment and shall be charged as liquidated damages and not as a penalty.

The Board of City Commissioners will meet on Tuesday, February 2, 2016, at 5:30 PM, local time, to review the Bids submitted, consider the engineer's recommendation, and to award the contract to the successful Bidder. The contract will be awarded on the basis of the low Bid submitted, on eligible areas, by a responsible and responsive Bidder deemed most favorable to the City's interest.

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

Dated this 15th day of December, 2015

City of Mandan, North Dakota
BY: James Neubauer
City Administrator"

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

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 202, Project No. 2015-13 (Lakewood 8th Addition).

Page 19 of 19

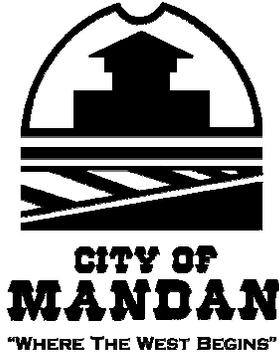
4. The Board of City Commissioners shall meet on Tuesday, February 2nd, 2016 at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: December 15, 2015



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Appointments to Mandan Growth Fund Committee

STATEMENT/PURPOSE: Consider appointments to the Mandan Growth Fund Committee (MGF).

BACKGROUND/ALTERNATIVES: The MGF is a nine-member committee that considers requests for funds. It makes recommendations to City Commission related to applications for assistance to businesses desiring to expand or locate in the Mandan area with a focus on economic diversification, enhancing employment opportunities, expanding the local tax base, increasing capital investment and improving the entrepreneurial climate.

There are three positions up for consideration with the following preferences: one representing the downtown/Main Street area, one representing the Memorial Highway/east Mandan area, and position representing the community at large. Terms are three years. Growth Fund Committee members may be representatives of the Mandan business community through ownership or employment with a Mandan business or Mandan residents. Letters of interest were sought through a Nov. 12 news release with a requested deadline for responses of Dec. 4 or until positions are filled.

Members whose terms are expiring are:

- Don Boehm (1st term)
- Tim Spilman (6th term)
- Michael Schaff (2nd term)

The MGF met Dec. 10, 2015 to consider letter of interests from the following persons:

- Don Boehm
- Mike Evans
- Dave Lehman

- Lee Weisbeck

ATTACHMENTS: Letters of interest

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: The MGF recommends the re-appointment of Don Boehm to a second term, and the appointment of Dave Lehman and Lee Weisbeck, all for three years, from 2016 through 2018.

SUGGESTED MOTION: I move to approve the recommendation, reappointing Don Boehm and appointing Dave Lehman and Lee Weisbeck to the Mandan Growth Fund Committee for three-year terms from 2016 through 2018.

Board of City Commissioners
Agenda Documentation
Meeting Date: December 15, 2015
Subject: Appointments to Mandan Growth Fund Committee
Page 3 of 9

From: Don Boehm [mailto:djboehm@bepc.com]
Sent: Sunday, November 15, 2015 9:59 AM
To: Jim Neubauer
Cc: Ellen Huber
Subject: Re: NEWS RELEASE: Letters of Interest Welcomed for Appointments to Mandan City Boards

Mr. Jim Neubauer,

I would like to be considered for another term on the Mandan Growth Fund Committee expiring December 31, 2018.

If there is anything further I need to do or provide, please advise.

Donald J Boehm
508 Division St NE
Mandan ND. 58554
Home phone: 663-9459
Work phone: 557-5312
Cell phone: 202-9864

Sent from my iPhone

From: Michael Evans [mailto:michaele@tc4hope.org]
Sent: Monday, November 16, 2015 9:54 AM
To: Jim Neubauer
Subject: Appointments to Mandan City Boards

Dear Mr. Neubauer,

I am writing to express my interest in serving on one of the different boards that assist with city governance and community development.

I believe I could be an asset to either the Renaissance Zone Committee, Mandan Growth Fund Committee, or the Mandan Architectural Review Commission (MARC). I have lived in Mandan now for almost 2 years and believe that it is a wonderful city. I first came to North Dakota a little over 30 years ago and soon married a North Dakota native from Dickinson. While I have not lived in North Dakota long, we have spent much time in the state over the years because of a strong family connection. I have always been a community minded individual, for, as a minister of the gospel I believe that we have a responsibility as people to be the best citizens possible and to do everything we can to better our communities for the good of all. I have a history in the construction business that goes back to the time I was a teenager. I attended carpentry classes in trade school and over the years, I have worked in various labor positions in the construction business. I have also functioned as the general contractor in several nonprofit and church expansions through the years. At present, I serve as the Executive Director of North Dakota Teen Challenge which is located in

South West Mandan.

If you feel that I can be of service on any of the committees mentioned please consider my appointment.

Because of the Cross,

Rev. Michael Evans

Executive Director
North Dakota Teen Challenge
1406 2nd St NW, Mandan, ND. 58554
Phone: 701-667-2131; Cell: 701-202-8696

www.TC4Hope.org | [Facebook.com/NorthDakotaTeenChallenge](https://www.facebook.com/NorthDakotaTeenChallenge)

David Lehman
2103 Bridgeview Ct
Mandan, ND 58554
(701)-400-4495
davellehman@yahoo.com

Dec 3rd 2015

Mr. Jim Neubauer
City Administrator
205 2nd Ave NW
Mandan, ND 58554

Dear Mr. Neubauer,

I would like to express my interest in filling a board position with the Mandan Growth Fund Committee. I would like to be more involved in Mandan, and I feel like a position on this board would allow me to help make a difference.

In my current employment as a manufacturing engineer with NDSU, I have the opportunity to work with many businesses across the state (primarily manufacturers and entrepreneurs). This position is located out of the Idea Center where we work with entrepreneurs across the region. Being a part of NDSU's Center for Community Vitality has also allowed me to work with many communities and economic development professionals in North Dakota.

I have had the opportunity to get involved in Mandan's economic development. While sitting on the Mandan Tomorrow- Economic Opportunity and Prosperity Committee, I've had a chance to provide input on various business training events over the past few years. I am a small business owner in Mandan. In this capacity, I own and manage a river townhome rental business with approximately 25 tenants in the Lakewood and Bridgeview bays.

I have included a copy of my CCV which outlines my background to help you in your determination as to whether my experience is a good fit for the board position. If you have any questions, please feel free to reach me at the contact information above.

Sincerely,



David Lehman

Enclosure: CCV

DAVID L. LEHMAN

2103 Bridgeview Ct
Mandan, ND 58554

(701) 400-4495

davellehman@yahoo.com

SUMMARY

Management level manufacturing engineer with a background in continuous improvement and international operations management. Broad range of manufacturing experience resulting from an aggressive, progressive, cross-training program while in industry and extensive experience with innovation on the academic side has developed competencies in the following areas:

- Team development
- Strategic planning
- Continuous Improvement
- Capital implementation
- Product sourcing
- Project management
- Robotics
- Coatings experience
- University innovation
- Regulatory compliance
- New Product Development (NPD) stage gate process
- Managed labor union issues
- Work with government entities

HISTORY & ACCOMPLISHMENTS

North Dakota State University 2009-Present
Founded in 1890 as a land grant university, NDSU is the largest university in North Dakota. A major component of the Red River Research Corridor, NDSU is the highest ranking research institution in the region. In an effort to tap synergies between NDSU and private industry, NDSU has constructed a 55 acre Technology Park and started the Industrial and Manufacturing Engineering Extension program located in Bismarck, ND.

Industrial and Manufacturing Engineering Extension Specialist: Statewide 2009-present
IME Extension program started in 2009 to assist industry with product and process innovation.

- IME Extension program development
- Strategic planning
- Assist manufacturers with technical issues by tapping NDSU, past experience, and extensive network
- Offer 3D printing prototyping services in Bismarck
- Provide industry training (Lean, machine vision, 3D printing, Start-Up 101, Inventors Boot Camp, etc.)
- Assist inventors with product innovation and commercialization (R&D, prototyping, part sourcing, etc.)
- Manufacturing resource for entities across ND (SBDC, Incubators, Universities, Economic Developers, etc.)
- Liaison between private industry and NDSU (R&D, technical expertise, industry training, etc.)
- Involved with various STEM activities (4H, Bison BEST, 3D printing, robotics, etc.)
- Lean training and kaizen facilitation (for college students, manufacturers, and service entities)
- Participate in economic development activity in ND (provide ED training and facilitation to communities)
- Assist manufacturing companies with outsourcing activities (to keep the hours in ND)
- Provided SME lean Bronze certification training to ND manufacturers
- Work with government entities to further economic development in ND (communities, manufacturers, and entrepreneurs)
- Created NDSU's Community Impressions community exchange program

Missouri Shore Holdings LLC, Pirates Pier LLC, Captain's Corner LLC, Gateway Apartments LLC, 1403 Apartment Rentals LLC Bismarck, Mandan, Dickinson

Small Business Owner 2009-Present

- Created 5 real estate LLCs
- Managed financials using various instruments such as 1031 exchanges, Self Directed IRA's, etc.
- Own and manage approximately \$2.5Mn luxury river townhome rentals with approximately 25 tenants
- Established brokerage accounts for individual LLCs

- BOBCAT CO.** 1997-2008
A leader in the compact construction equipment industry, Bobcat is known for producing high quality, rugged and dependable products used around the globe.
- Production Manager: Paint and Wastewater Systems (Bismarck, ND)** 2006-2008
- Utilized LSS black belt tools to reduce E-coat defects by 86%
 - Reduced departmental hours by 30% while improving quality and efficiency
 - Developed and implemented two paint systems
 - Participated in global paint team
 - Implemented 5S and safety programs
 - Lead 20 direct and indirect reports
 - Developed and monitored operating metrics
 - Managed departmental strategic & capital planning
 - Managed multi-million dollar departmental budget
 - Ensured regulatory compliance (city, state, federal)
 - Conducted career path planning and mentoring to develop and retain key talent
 - Conducted Sarbanes Oxley audits
 - Implemented Quality Control Improvement (QCI) savings
 - Managed waste water system which processes all of the factory's process waste
- Staff Engineer: Fabrication & Paint (Bismarck, ND)** 2005-2006
- Developed web based program to monitor rolling 12 month resource capacity resulting in a 99% reduction in calculation time
 - Mentored subordinates (ME's and interns)
 - Managed multi-million dollar capital plan (including implementation)
 - Enhanced paint line resulting in 115% capacity improvement
 - Recruited cooperative education students for the Bismarck facility
 - Conducted Sarbanes Oxley audits
- Chef de Méthodes Central (ME Mgr) (Pont Château, France)** 2003-2005
- Lead manufacturing activity on international NPD team
 - Coached manufacturing engineers to achieve increased productivity
 - Conceptualized and implemented a moving assembly line in conjunction with a production system which improved throughput by 78%
 - Implemented IR's US capital structure in Pont château
 - Managed all capital planning and justification for the facility
 - Transferred US manufacturing best practices
 - Developed Sarbanes Oxley documentation
 - Implemented Total Quality Control (TQC) process
- Manufacturing Engineer: Assembly / Paint Line (Bismarck, ND)** 2002-2003
- Provided general shop-floor support
 - Manufacturing lead for new product development stage gate process during mini-excavator development
- Manufacturing Engineer: Weld (Bismarck, ND)** 2000 – 2002
- Implemented various weld cells and provided general shop support
 - Doubled attachment capacity by installing Bismarck's first robotically loaded press brake cell
- Manufacturing Engineer: Weld Intem (Bismarck, ND)** 1999
- Developed AutoCAD shop layouts to optimize processes and space utilization
 - Managed robotic weld cell moves
 - Trained welders how to assemble new expandable undercarriage

- Electrical Test Engineer: Intern (Gwinner, ND) 1997
 - Designed and built electrical test fixtures
 - Tested Bobcat's skid steer loader electronics
- Missouri Valley Perforating (Kenmare, ND) 1997
Oil and Gas Wireline Logging Hand
 - Safely handled explosives and set up wireline logging, perforating, and fishing tools for oil field sites in the Williston Basin (Bakken oil formation region)
- Lehman Farm and Ranch (Kenmare, ND) to 2000
Farm/Ranch Hand
 - Performed general farm and ranch duties on family farm

EDUCATION

- Rural Leadership North Dakota (RLND) 2014-2015
- Lean service & office training 2014
- LEAN Enterprise Bronze Certified (SME, AME, ASQ, Shingo Institute) 2010-Present
- Masters of Business Administration – GPA: 3.625 2009
- UND-Grand Forks, ND
- National Scholars' Honor Society
- Lean Six-Sigma Black Belt Certification (Bobcat Co., IR, Doosan) 2008
- Dale Carnegie 12 Week Training 2007
- Agricultural and Biosystems Engineering, BS 2000
- NDSU-Fargo, ND

ASSOCIATIONS

- Rural Leadership North Dakota: VP (3 yr. elected position-VP, President, Past president)
- Mandan Tomorrow- Economic Opportunity and Prosperity Committee 2012-Present
- Economic Development Association of North Dakota 2009-Present
- Bismarck YP Network 2011-present
- Society of Manufacturing Engineers: Sr. Member 2010-Present
- Rotary Club of Dickinson 2009-2011
- NDSU Industrial and Manufacturing Advisory Board 2009-Present
- Dickinson Young Professionals Network (Professional Development Chair) 2009-2011
- I.D.E.A Center Executive Board 2010-2012
- I.D.E.A Center Board of Mentors (Manufacturing mentor) 2010-Present
- ND 4H Science, Engineering, and Technology Leadership Team 2010-2011
- SW ND Manufacturers Roundtable 2009-Present
- NDSU Community Economic Development and Leadership Board 2009-Present
- SW ND Economic Development Professionals 2009-2011
- National Scholars Honor Society 2008-Present

Awards

- Prairie Business magazines Top 40 under 40 (ND, SD, Mn) 2013
- Ingersoll Rand President's Award for Operational Excellence 2005

References: Available upon request

On Nov 24, 2015, at 5:24 PM, Lee Weisbeck <leemw@starionfinancial.com> wrote:

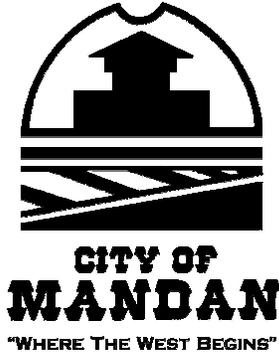
Hello,

My name is Lee Weisbeck. I am the Market President for Starion Financial in Mandan. I have worked in Mandan for 10 years. I grew up on a family farm in Herreid, SD. I went to college at the University of Mary where I earned my business degree. Out of college I started working for Wells Fargo in Bismarck then Mandan. In 2007 I started with Starion Financial in Mandan as a business banker. In 2013 I graduated with honors from the Graduate School of Banking at Colorado. I am married to my wife Anne. We have two girls and a baby due in December. My oldest daughter attends Fort Lincoln School in Mandan. My wife and I have a house in Mandan located in the Lakewood area. Currently, I serve on the North Dakota Bankers Associate Ag committee, Bismarck/Mandan Chamber Ag committee, University of Mary Alumni committee.

I would like to be on the Growth Fund committee to help the city of Mandan grow and prosper. I recently, moved my family to the city of Mandan for a reason. I want residences and businesses to be proud that they live and operate their businesses in the city of Mandan. With my profession being in banking I understand the PACE and FLEX PACE programs offered at BND. I am very familiar with the assistance programs that the city of Mandan offers to businesses including the property tax incentives for new and expanding businesses. I familiar with the Storefront Improvement program as well. I have a background in construction work which helps me understand construction projects start to finish. I am a caring person that works hard each day to provide for my family.

I hope you please consider me for your open committee position with the Growth Fund. I am a young professional that has worked in Mandan for years and recently moved my family to the city. I plan to continue to work and live in Mandan for years and I want to make an impact on the city of Mandan's future.

Lee Weisbeck
Market President



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Business Development and Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development and Communications Director
PRESENTER: Ellen Huber, Business Development and Communications Director
SUBJECT: MGF Recommendation for Interest Buy-Down for Gramma Braun's Stores, Inc (dba Classic Rock Coffee)

STATEMENT/PURPOSE: To consider a recommendation by the Mandan Growth Fund (MGF) Committee regarding an application for an interest buy-down for Gramma Braun's Stores, Inc (dba Classic Rock Coffee).

BACKGROUND/ALTERNATIVES: At a Dec. 10, 2015, meeting, the MGF reviewed an application for an interest buy-down on permanent financing for leasehold improvements and equipment for start-up of Classic Rock Coffee, a new business locating in the Memorial Square Shopping Center at 4525 Memorial Highway, Suite 101. The buy-down is through the Bank of North Dakota (BND) Flex PACE program. The applicant is seeking a buy-down amount of \$26,994.79. The Bank of North Dakota will provide 65 percent or \$17,546.59 of the amount, with the local community required to provide 35 percent or \$9,448.20. The buy-down is on a principal amount of \$225,000. The total project investment is estimated at \$310,000.

Classic Rock Coffee will be co-owned and operated by local franchisees Kim Ressler and Steve Fergel. It is a new concept coffee house offering numerous beverages, plus pastries, sandwiches, soups and salads in a distinctive setting featuring classic rock memorabilia and music. They expect to employ 13 to 15 staff members as baristas, shift supervisors and kitchen staff. They point out that Mandan currently has no franchised or corporate coffee shops and a minimal number of quick-service restaurants. They will have a drive-through plus indoor and outdoor seating, conference room to host small meetings or get-togethers, games and televisions. They plan to apply for a license to serve wine or beer crafted in the Dakotas.

ATTACHMENTS: Application available upon request.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 15, 2015

Subject: MGF Recommendation for Interest Buy-Down for Gramma Braun's Stores, Inc.

Page 2 of 2

FISCAL IMPACT: The Growth Fund unencumbered balance is \$287,668. If this application is approved, the new balance would be \$278,220.

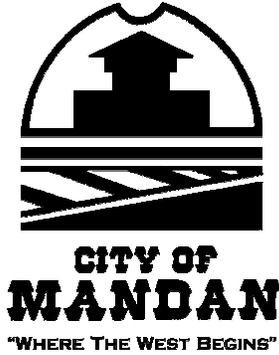
STAFF IMPACT: Minimal.

LEGAL REVIEW: City Attorney Malcolm Brown was in attendance at the MGF meeting for the review and consideration of the application. The Lewis and Clark Regional Development Council and the City of Mandan have an agreement for origination and servicing of loans for the local share of interest buy-downs.

The applicant will need to enter into a business incentive agreement with the Bank of North Dakota and City of Mandan and will need to submit an annual jobs verification report for five years after receipt of the interest buy-down. An automatic door is also required.

RECOMMENDATION: The MGF voted to recommend approval of the interest buy-down for the applicant with a local match of \$9,448.20 to be structured as an unsecured loan for a 44-month time period and repayable within 4 years thereafter with a 2 percent interest rate to begin accruing at the start of the loan with all loan origination and filing fees paid by the borrower.

SUGGESTED MOTION: I move to approve the interest buy-down for Gramma Braun's Stores, Inc. doing business as Classic Rock Coffee with a local match of up to \$9,448.20 to be structured as a loan with the terms and rate as recommended.



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Business Development and Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development and Communications Director
PRESENTER: Ellen Huber, Business Development and Communications Director
SUBJECT: MGF Interest Buydown Policy Update

STATEMENT/PURPOSE: To consider a recommendation by the Mandan Growth Fund (MGF) Committee regarding the policy for business assistance through interest buy-downs.

BACKGROUND/ALTERNATIVES: At a Dec. 10, 2015, meeting, the MGF discussed its interest buy-down policy. The Bank of North Dakota made a change to its PACE Loan Program in July with the approval of the N.D. Industrial Commission that states, "On the community's share of the interest buydown, if the community does a side note for repayment of this amount, interest may accrue, however repayment cannot begin until the PACE buydown has been fully expended." Prior to this, an entity provided the required local match for an interest buydown could not beginning accruing interest until after the buydown period had ended.

The MGF had considered this change with its recommendations for loans for the local share of interest buydowns in the period since and voted Dec. 10 to recommend formalizing this practice with an update to its policy.

The MGF also considered whether there should be loan security provisions for the local share of the interest buydown. Security has not been required to date because the policy only changed in 2014 to indicate the buydown would generally be structured as a loan rather than as a grant. The MGF voted to consider security requirements for future applications on a case-by-case basis.

ATTACHMENTS: Policy with proposed additions marked up in red.

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal.

LEGAL REVIEW: City Attorney Malcolm Brown has reviewed the proposed change.

RECOMMENDATION: The MGF voted to recommend updates to the interest buy-down policy indicated that interest shall start accruing on any loan for the local share of the buy-down at the beginning of the buy-down period and noting that loan security provisions may be required and will be considered on a case by case basis.

SUGGESTED MOTION: I move to approve the proposed updates to the Mandan Growth Fund interest buy-down policy.

MANDAN GROWTH FUND INTEREST BUY-DOWN GUIDELINES

Application to the Mandan Growth Fund for the local match required for an interest buy-down under the Bank of North Dakota PACE or FlexPACE programs may be considered for new and expanding businesses.

Program Overview. The Bank of North Dakota (BND) offers a PACE program and Flex PACE program that provides an interest buy-down that can reduce the borrower's rate of interest by as much as 5%. The programs have two major requirements:

1. participation by BND with a local lender in a community based loan,
2. participation by the PACE Fund with the local community in reducing the borrower's overall interest rate.

Additional information available on the Bank of North Dakota website, *banknd.nd.gov*.

BND sets the match requirement on an annual basis. Currently, the City of Mandan's level is 35% of the total buy-down cost with the BND providing the remaining 65%.

PACE. A borrower needs to be a "primary sector" business. The borrower shall demonstrate that within one year there will be a minimum of one job created and retained for every \$100,000 of total loan proceeds. Otherwise, the interest buy-down will be prorated to reflect any partial fulfillment. BND will provide up to \$300,000 for the interest buy-down. This puts the maximum local share at \$161,538 for a maximum total interest buy-down of \$461,538.

Flex PACE. The community determines eligibility and accountability standards based on community needs. Here are the options:

- **Regular projects.** BND will provide up to \$100,000 for the interest buy-down, putting the maximum local share at \$53,846 for a maximum total interest buy-down of \$153,846.
- **Affordable housing projects (as defined by BND).** BND will provide up to \$500,000 for the interest buy-down, putting the maximum local share at \$269,231 for a maximum total interest buy-down of \$769,231.
- **Licensed child care projects.** BND will provide up to \$300,000 for the interest buy-down, putting the maximum local share at \$161,538 for a maximum total interest buy-down of \$461,538.

Application. Application for the community-based loan and interest buy-down needs to be from the borrower's lead North Dakota lender. Once a lead lender and the Bank of North Dakota are on board with the project, the applicant may apply for the local share of the interest buy-down by completing a Mandan Growth Fund application.

Terms for local share. The Mandan Growth Fund Committee will generally require repayment of the principal of the local match after the term of the buy-down is complete (usually five years). The interest rate and repayment terms will be determined based on the nature of the project and public benefits provided. Criteria include jobs creation, job quality, contribution to the local economy, project scope and level of private investment, generation of sales tax, and extent to which the borrower is provided a product or service missing or in greater need in the community. Priority projects in the areas of

primary sector businesses, retail, child care and affordable housing will generally be considered for a 0% interest rate. The maximum interest rate is 5%. Interest shall start accruing on any loan for the local share of the buy-down at the beginning of the buy-down period, however repayment cannot begin until the buy-down has been fully expended. Loan security provisions may be required and will be considered on a case by case basis.

Approved by the Mandan City Commission – Feb. 18, 2014; Updated _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Mike Manstrom, Dougherty & Company LLC
SUBJECT: Sales Tax Revenue Bonds of 2016

PURPOSE

To consider the letter of intent and Rule G-17 letter from Dougherty & Company LLC as the Underwriter for the Sales Tax Revenue Bonds of 2016.

BACKGROUND

On June 9, 2015 the citizens of Mandan voted and approved to amend the Mandan Code of Ordinances to adopt an additional three fourths a percent (0.75%) tax on gross receipts of retailers from all sales at retail and use tax as permitted by NDCC Ch. 57-39.2, to be dedicated to the financing and construction by the Mandan Park District of a new two-rink hockey arena, including gymnastics facilities, a new football and track field, and conversion of Lefty Faris football and track field into ball fields. The estimated cost of the project is \$22,000,000. Such sales and use tax revenues shall be pledged to the payment of bonds issued for such construction in anticipation of the collection and receipt of such sales and use tax. The sales and use tax shall expire at the time all project costs are paid and the bonds issued finance construction of the project are paid.

On July 21, 2015 the Board of City Commissioners approved the Bond Counsel Agreement from Arntson Stewart Wegner.

On July 21, 2015 the Board of City Commissioners approved the Joint Powers Agreement with the Mandan Park District.

On August 18, 2015 the Board of City Commissioners approved the Escrow and Disbursing Agreement between the City of Mandan, Mandan Park District, and Bank of North Dakota.

On October 1, 2015 the 0.75% City Sales Tax became effective.

The City is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities. The City wishes to engage Dougherty & Company LLC as the underwriter for the Sales Tax Revenue Bonds of 2016 that the City currently anticipates issuing. As an underwriter, Dougherty & Company LLC may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Bonds. It is the City's present intention that Dougherty & Company LLC underwrite the Bonds, subject to satisfaction of applicable procurement laws, formal approval by the City, finalizing the structure of the Bonds and the execution of a mutually agreed upon purchase agreement. While the City presently engages Dougherty & Company LLC as the underwriter for the Bonds, this engagement letter is preliminary in nature. It is nonbinding and may be terminated by either the City or Dougherty & Company LLC. Furthermore, this engagement letter does not restrict the City from entering into the proposed or any other municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include Dougherty & Company LLC. Due to the long standing working relationship between the City and Dougherty & Company, the City should consider waiving the competitive bidding requirement. The approval of the letter of intent and the Rule G-17 letter is necessary before Dougherty & Company LLC can further communicate with the City regarding the bond financing proposal.

The Mandan Park District anticipates bidding the Mandan Sports Complex Project during January 2016 and awarding the bids during March 2016 with construction beginning during April 2016. The City would anticipate selling the Bonds after the bids have been awarded by the Park District.

ATTACHMENTS

- Letter of intent from Dougherty & Company LLC.
- Rule G-17 letter from Dougherty & Company LLC.

FISCAL IMPACT

The Underwriter's fees and costs of issuance for the Bonds will be negotiated between the City and Dougherty & Company LLC. The bond financing proposal from Dougherty & Company LLC, including the Underwriter's fees and cost of issuance, will be reviewed by the City's Budget and Finance Committee before submitted to the Board of City Commissioners for their consideration and approval.

STAFF IMPACT

None

LEGAL REVIEW

Reviewed and approved by Malcolm Brown, City Attorney.

RECOMMENDATION

To waive the competitive bidding requirement and approve the letter of intent and Rule G-17 letter from Dougherty & Company LLC as the Underwriter for the Sales Tax Revenue Bonds of 2016.

SUGGESTED MOTION

Move to waive the competitive bidding requirement and approve the letter of intent and Rule G-17 letter from Dougherty & Company LLC as the Underwriter for the Sales Tax Revenue Bonds of 2016.

DOUGHERTY & COMPANY LLC

December 9, 2015

Greg Welch
Finance Director
City of Mandan
205 2nd Ave NW
Mandan, ND 58554

Dear Greg:

The City of Mandan, ND (the "City") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities.

The City wishes to engage Dougherty & Company LLC as the underwriter for the Sales Tax Revenue Bonds of 2016 (the "Bonds") that the City currently anticipates issuing. As an underwriter, Dougherty & Company LLC may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Bonds.

It is the City's present intention that Dougherty & Company LLC underwrite the Bonds, subject to satisfaction of applicable procurement laws, formal approval by the City, finalizing the structure of the Bonds and the execution of a mutually agreed upon bond purchase agreement. While the City presently engages Dougherty & Company LLC as the underwriter for the Bonds, this engagement letter is preliminary in nature. It is nonbinding and may be terminated by either the City or Dougherty & Company LLC. Furthermore, this engagement letter does not restrict the City from entering into the proposed or any other municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include Dougherty & Company LLC.

Sincerely,



Mike Manstrom
DOUGHERTY & COMPANY LLC

RECEIPT ACKNOWLEDGED BY CITY OF MANDAN, NORTH DAKOTA

Name: _____
Title: _____
Date: _____

DOUGHERTY & COMPANY LLC

December 9, 2015

Greg Welch
Finance Director
City of Mandan
205 2nd Ave NW
Mandan, ND 58554

RE: Sales Tax Revenue Bonds of 2016

Dear Greg:

We are writing this letter to you in connection with Dougherty & Company LLC's (the "Underwriter") obligations under the rules of the Municipal Securities Rulemaking Board (the "MSRB") and the Securities Exchange Commission (the "SEC") to disclose to the City of Mandan, ND (the "Issuer") information concerning our role and other related matters relating to our underwriting of the above-referenced bonds (the "Bond Issue") and relating to risks to which the Issuer may be exposed by entering into the Bond Issue.

Our Role as Underwriter

In serving as Underwriter for the Bond Issue, these are some important disclosures that clarify our role and responsibilities:

- (1) Rule G-17 of the MSRB requires us to deal fairly at all times with issuers, borrowers and investors of municipal bonds;
- (2) our primary role in this financing transaction will be to purchase the Bond Issue with a view to distribution in an arm's-length commercial transaction with the Issuer and we have financial and other interests that differ from the Issuer's interests;
- (3) we are not serving as a "Municipal Advisor" as defined by the SEC with respect to the Issuer and we do not have a fiduciary duty to the Issuer under the federal securities laws and we are, therefore, not required by federal law to act in the Issuer's best interests;
- (4) we have a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with our duty to sell the Bond Issue to investors at prices that are fair and reasonable;

(5) we will review the official statement for the Bond Issue in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction;

(6) as of the date of this letter, we are relying on the “Underwriter Exemption” included in the SEC’s Municipal Advisor rule to meet the objectives of the Issuer under this engagement and as such may provide advice and information in a non-fiduciary capacity relating to structure, timing, terms, and other similar matters of the Bond Issue such as rating agency presentations, investor discussions, advice regarding marketing without being considered a “Municipal Advisor”; and

(7) the “Underwriter Exemption” is being applied to the Bond Issue because the Issuer has engaged us to serve as underwriter with respect to the particular Bond Issue.

Our Compensation

Our compensation for serving as the Underwriter for the Bond Issue will be contingent on the closing of the transaction and at least a portion of that compensation will be based on the size of the Bond Issue. The rules of the MSRB require us to inform the Issuer that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause us to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

The Bond Issue Presents Risks to the Issuer

As with any Bond Issue, the Issuer’s obligation to pay principal and interest will be a contractual obligation that will require the Issuer to make these payments no matter what budget constraints are encountered. Furthermore, to the extent that the Issuer agrees in the Bond Issue to rate covenants, days cash on hand, additional bond/debt tests or other financial covenants, these may constrain the Issuer’s ability to operate and to issue additional debt and, if the Issuer does not comply with these covenants, they can result in a default under the Bond Issue. Depending on the terms of the Bond Issue, if the Issuer fails to make a payment of principal or interest or otherwise fails to comply with the financial and other covenants relating to the Bond Issue, the bondholders or trustee may have the right to accelerate all of the payment of principal on the Bond Issue, which means that the Issuer may be required to pay all of the principal of the Bond Issue at that time.

The Bond Issue is structured as an issue of tax-exempt bonds/obligations. This requires that the Issuer comply with various Internal Revenue Service (“IRS”) requirements and restrictions relating to how to use and invest the proceeds of the Bond Issue, how the use of any facilities are constructed or improved with proceeds of the Bond Issue and other restrictions throughout the term of the Bond Issue. These requirements and restrictions may constrain how the Issuer operates the financed facilities. Further, violation of these requirements and restrictions can

City of Mandan, ND
December 9, 2015
Page 3

result in the Bond Issue to become taxable and may cause the Issuer to become liable to the IRS and to the owners of the Bond Issue. In addition, in the event of an audit of the Bond Issue by the IRS, obtaining an independent review of IRS positions with which the Issuer legitimately disagrees is difficult and may not be practicable.

We hope that this information has provided clarity about our role as Underwriter, our compensation and some of the risks that the Issuer may be exposed to in connection with the Bond Issue. If you have any questions or comments about anything in this letter, please contact us at (866) 793-8618.

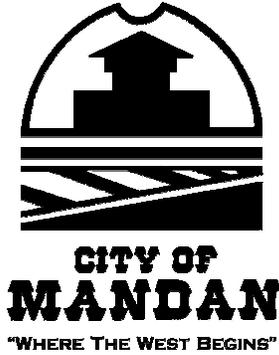
Sincerely,



Mike Manstrom
DOUGHERTY & COMPANY LLC

RECEIPT ACKNOWLEDGED BY CITY OF MANDAN, NORTH DAKOTA

Name: _____
Title: _____
Date: _____



New Business No. 7

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 10, 2015
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider Community Beautification Committee (CBC) recommendation for appointees

STATEMENT/PURPOSE: The CBC passes recommendations for committee member appointees for consideration to the City Commission.

BACKGROUND/ALTERNATIVES: There are two, three-year terms available on the CBC. Public notice was done in November asking that parties express their interest by December 4, 2015. There were no letters of interest received, however, at the CBC meeting on December 10, Brian Dehnert agreed to consideration for a second term.

Applications for the other open position will continue to be accepted until filled.

ATTACHMENTS: n/a

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: The CBC recommends appointing Brian Dehnert for a three year term ending December 31, 2018.

SUGGESTED MOTION: I move to appoint Brian Dehnert to the CBC for a three year term ending December 31, 2018.



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: First consideration of Ordinance No. 1228 adding Sec. 6-2-13 to the Mandan Code of Ordinances related to animal waste

STATEMENT/PURPOSE:

The current code language does not specifically require animal owners to pick up after their pets.

BACKGROUND/ALTERNATIVES:

This proposed section specifies requirements for picking up pet waste. The code enforcement officer or any other designated city employee is authorized to enforce these requirements.

These proposed changes have been reviewed by the Community Beautification Committee and they have recommended adoption.

ATTACHMENTS:

1. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this ordinance.

SUGGESTED ACTION:

Move to approve the first consideration of Ordinance No. 1228 adding Sec. 6-2-13 to the Mandan Code of Ordinances.

ORDINANCE NO. 1228

An Ordinance to Add and Enact Sec. 6-2-13 of the Mandan
Code of Ordinances Relating to Animal Waste

Be it ordained by the Board of City Commissioners:

An Ordinance to add Sec. 6-2-13 of the Mandan Code of Ordinances relating to animal waste is hereby enacted as follows:

Sec. 6-2-13. Waste.

(a) Pet waste that is on the pet owner's property must not be allowed to accumulate to the extent that odors generated from the waste migrate off the property. Pet waste shall not be allowed to remain in an unenclosed front yard where it can be encountered by delivery workers or neighborhood residents. The code enforcement officer or any other authorized agent of the city may issue a citation to a pet owner who fails to clean up pet waste on the pet owner's property after being notified by the city that a complaint has been received regarding the pet waste.

(b) Waste from dogs, cats and other pets that is deposited beyond the boundaries of the pet owner's property must be immediately removed. The code enforcement officer or any other authorized agent of the city may issue a citation to a pet owner who fails to immediately clean up after a pet when the pet deposits solid waste on public property or private property not owned, rented, leased or managed by the pet owner.

(c) Citations issued for violations of this section are infractions.

By: _____
Arlyn Van Beek, President
Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

First Consideration:
Second Consideration and Final Passage:
Publication:

December 15, 2015



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director and Weed Board Chairman
PRESENTER: Jeff Wright
SUBJECT: First consideration of Ordinance No. 1229 amending and reenacting Chapter 16, Article 5 of the Mandan Code of Ordinances related to noxious weeds and tall grass

STATEMENT/PURPOSE:

North Dakota Century Code §4.1-47-17 authorizes the board of city commissioners to establish a noxious weed control program overseen by an appointed city weed board. The state maintains a list of noxious weeds that are subject to control.

The city may add to the list of controlled weeds. The city has chosen to implement a tall grass program that includes control of weeds not on the state noxious weed list.

BACKGROUND/ALTERNATIVES:

The duties of the weed control officer were transferred from the Fire Chief to the Code Enforcement Officer.

A meeting was held October 29, 2015 to reorganize the weed board. Those in attendance included Joe Camisa, Jeff Wright, Steve Nardello, Mike Zerr and Nancy Moser. Positions and recommended initial terms for the weed board were approved as follows:

- Joe Camisa, Weed Control Officer with an initial 4 year term
- Jeff Wright, Chair with an initial 3 year term
- Steve Nardello, Fire Chief with an initial 2 year term
- Mike Zerr, Vice Chair with an initial 1 year term
- Nancy Moser, non-member secretary and treasurer

North Dakota Century Code §4.1-47-18 sets the criteria for a weed board.

- Weed board members must reside in the city.
- Nancy Moser does not reside in the city so she can't be a member. However, the secretary and treasurer don't have to be members so Nancy can function as the secretary and treasurer.
- The weed board must have 3, 5 or 7 members. Since Nancy can't be a member,

another person needs to be appointed to bring the membership to 5. City Engineer Justin Froseth has agreed to be named the 5th member of the weed board. It is recommended that City Engineer Justin Froseth be appointed to a one year term as the 5th weed board member.

A review of the city code identified some needed changes to update wording and clarify requirements.

- Language has been added that references the applicable sections of the North Dakota Century Code and conforms the requirements of the NDCC.
- Language has been added to designate the Weed Board as the body that hears an appeal of an order issued by the Weed Control Officer.
- Language has been added that gives the Weed Control Officer authority to enforce the requirements and provides a formal procedure for seeking compliance.
- An issue that has been addressed with these proposed changes is mowing of steep slopes. Language has been added to allow planting of special grass varieties that do not get very tall that are used by NDDOT to control erosion on steep slopes.

The Community Beautification Committee has reviewed these proposed changes and recommends approval.

ATTACHMENTS:

1. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends appointment of weed board members with the designated terms of office:

- Joe Camisa, 4 years
- Jeff Wright, 3 years
- Steve Nardello, 2 years
- Mike Zerr, 1 year
- Justin Froseth, 1 year

Staff recommends adoption of this ordinance.

SUGGESTED ACTION:

Move to appoint members to the weed board with the terms of office as recommended.

Move to approve the first consideration of Ordinance No. 1229 amending and reenacting Chapter 16, Article 5 of the Mandan Code of Ordinances.

ORDINANCE NO. 1229

An Ordinance to Amend and Reenact Chapter 16, Article 5 of the Mandan Code of Ordinances Relating to Noxious Weeds and Tall Grass

Be it ordained by the Board of City Commissioners:

An Ordinance to amend Chapter 16, Article 5 of the Mandan Code of Ordinances relating to Noxious Weeds and Tall Grass is hereby enacted as follows:

ARTICLE 5. — NOXIOUS WEEDS AND TALL GRASS

Sec. 16-5-1. - Authority.

North Dakota Century Code §4.1-47-17 authorizes the board of city commissioners to establish a noxious weed control program overseen by an appointed city weed board. The city has also determined that control of tall grasses is necessary for the health and safety of city residents.

(a) ~~The city weed control officer shall have the duties and authority as provided by this section.~~

(b1) ~~All Noxious~~ weeds and tall grasses exceeding six inches in height growing within the limits of the city are hereby declared to be a public nuisance, and it shall be the duty of every person owning, occupying, or in charge of any premises, lot or parcel of land in the city to keep that premises, parcel or lot, including the adjacent rights-of-way, ~~one half of street or road, berms, and boulevards~~ free from ~~all noxious~~ weeds and ~~long tall~~ grasses by cutting, eradicating, or controlling them at all times during the growing season. Medians separating street sections shall not be included in the requirements of this ~~section~~article.

(e2) Definitions. The following words, terms and phrases, when used in this ~~section~~article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Noxious weeds means all weeds defined by state law as "noxious weeds" and any other weeds declared as noxious weeds by action of the weed board.

Tall grasses means all varieties of grasses and all weeds not defined by state law or the weed board as noxious weed~~contained in North Dakota Administrative~~

~~Code § 7-06-01-02 in excess of six inches in height and all grasses in excess of six inches in height.~~

~~Weeds includes all weeds contained in North Dakota Administrative Code § 7-06-01-02 as it defines "noxious weeds."~~

~~Sec. 16-5-2. - Control; duty~~City weed board.

(a) The weed board shall consist of 3, 5 or 7 members appointed by the board of city commissioners that are qualified electors residing within the city. Terms for all members of the board are for four years or until a successor is appointed and qualified. Terms of appointment shall be staggered so as to allow no more than two to expire each year. Terms of office shall begin on January 1. Board members shall assume office at the first regular board meeting following the beginning of their term or at the first regular board meeting following their appointment if filling a vacancy. The board officers shall consist of a chairman, vice chairman, secretary and treasurer. The secretary and treasurer need not be voting members of the board. The weed control officer may serve as a voting member of the board if the weed control officer is qualified to do so.

(b) The weed board shall hear any appeal of a notice from the weed control officer. Timing of the hearing and hearing procedures shall be determined by the weed board. Any decision rendered by the weed board may be appealed to the board of city commissioners.

~~It is the duty of every person owning, occupying or in charge of any premises, lot, or parcel of land to cut, eradicate, or control any weeds or tall grasses exceeding six inches in height to prevent them from becoming a public nuisance and or unsightly.~~

~~Sec. 16-5-3. - Notice by publication of ordinance~~Powers and duties of weed board.

The weed board shall exercise the powers and duties authorized by the North Dakota Century Code including:

- (1) Meet at least once each year.
- (2) Establish the time and place of regular board meetings.
- (3) Call special meetings as needed.
- (4) Keep minutes of its meetings and a complete record of all official acts.
- (5) Implement a program for the control of noxious weeds.
- (6) Implement a program for the control of tall grasses.
- (7) Prepare budget recommendations for the use of all moneys received by the city from any source for noxious weed control.

~~It shall be the duty of the city weed control officer to cause a notice of the contents of this article to be published in the official newspaper of the city once within three days of April 15, May 15,~~

~~June 15, July 15, August 15 and September 15. These publications shall serve as notice to all landowners, occupants, or persons in charge of maintaining any parcel of land within the city limits to comply with the requirements of this article. These publications shall also serve as the official notice to property owners to cut weeds and tall grass. Other methods of notification, such as the media and the city's website, may also be used to notify landowners, occupants, or persons in charge to control tall grass and weeds.~~

Sec. 16-5-4. - Noxious weed list~~Eradicating, cutting, or control of weeds and tall grasses.~~

- (a) ~~At a minimum, all property shall be mowed at least once per month by May 1, June 1, July 1, August 1, September 1 and October 1 of each year. In addition to the minimum requirements, the city weed control officer may order more frequent cuttings, eradication, or controlling of noxious weeds, tall grasses, or any other unhealthy vegetation if necessary for compliance with this article and such notice shall be given in person, via telephone or by letter.~~ The weed board shall enforce the noxious weed list maintained by the state.
- (b) ~~The weed board may designate as noxious certain weeds that are not on the state noxious weed list, provided the board first consults with the North Dakota State University extension service and the designation is approved by the state agricultural commissioner.~~ Whenever any person owning, occupying or in charge of any premises, lot, or parcel of land within the city, shall fail, neglect, or refuse to mow the property at least once by May 1, June 1, July 1, August 1, September 1 and October 1 of each year in accordance with the provisions of this section or shall fail to eradicate, cut or control weeds, tall grasses or any other unhealthy vegetation exceeding six inches in height within seven days of receipt of notice from the city weed control officer, the city weed control officer shall order the nuisance to be abated by eradicating, cutting or controlling the weeds, tall grasses or any other unhealthy vegetation exceeding six inches in height in a manner as specified by the city weed control officer, if the city weed control officer has first complied with the notice requirements of section 16-5-3.
- (c) ~~The weed board shall review the noxious weed list every five years starting from January 1, 2010, and by majority vote, may remove any weed from its list. The city weed board shall provide the state agricultural commissioner with at least a 14 day notice of the review and provide the commissioner with written notice of any changes to the city list.~~ A person notified of impending city action may cause the eradication, cutting, or control of weeds, tall grasses, or any other unhealthy vegetation exceeding six inches in height at any time before the city weed control officer takes action due to noncompliance with this article.
- (d) ~~The weed board shall immediately remove any noxious weed from the city's noxious weed list when directed to do so by the state agricultural commissioner.~~

Sec. 16-5-5. - Costs assessed against property~~Weed control officer.~~

~~When the city has effected the eradication, cutting or control of weeds, tall grasses or any other unhealthy vegetation exceeding six inches in height, the actual cost thereof, if not paid by the owner, must be charged and assessed against the property upon which the weeds, tall grasses, or any other unhealthy vegetation exceeding six inches in height were eradicated, cut or controlled. An assessment list showing the costs against each lot or tracts to be assessed shall be prepared as are other special assessment lists and shall be approved by the board of city commissioners. All procedures under state law for certification, appeal, payment, and collection of special assessments shall apply.~~The city, with advice from the weed board, shall designate a weed control officer. The designated weed control officer shall execute the duties and meet the requirements outlined in North Dakota Century Code §4.1-47-24. The weed control officer's duties include.

- (1) The weed control officer shall cause a notice of the requirements of this article to be published in the official newspaper of the city once within three days of April 15, May 15, June 15, July 15, August 15 and September 15. These publications shall serve as notice to all landowners, occupants, or persons in charge of maintaining any parcel of land within the city limits to comply with the requirements of this article. These publications shall also serve as the official notice to property owners to cut weeds and tall grass. Other methods of notification, such as the media and the city's website, may also be used to notify landowners, occupants, or persons in charge to control tall grass and weeds.
- (2) Whenever any person owning, occupying or in charge of any premises, lot, or parcel of land within the city, shall fail, neglect, or refuse to mow the property at least once each month by May 1, June 1, July 1, August 1, September 1 and October 1 of each year in accordance with the provisions of this article, the weed control officer shall arrange for the nuisance to be abated.
- (3) If the weed control officer determines that land within the city jurisdiction contains noxious weeds, the weed control officer may serve upon the landowner written notice, either personally or by certified mail, requiring the landowner to control the noxious weeds within the time period prescribed by the weed control officer in the notice. The notice shall contain at least the following items:
 - a. The minimum remedial requirements.
 - b. The time within which the landowner must meet the minimum remedial requirements.
 - c. That the landowner may be subject to penalties provided under state law and city code if the landowner fails to comply with the remedial requirements.
 - d. A statement of costs if the landowner fails to control the noxious weeds.
 - e. That the landowner may challenge the notice of the weed control officer by submitting to the city in writing within 7 days of the date of the notice a

request that the city weed board hold a hearing on the matter in accordance with this article.

- (4) Should the landowner fail to control the noxious weeds within the time period specified in the notice sent by the weed control officer, the weed control officer may cause the noxious weeds to be controlled in the absence of a written appeal by the landowner or if any appeal has been denied.

- (5) When the city has affected the eradication, cutting or control of noxious weeds or tall grasses, the actual cost thereof including allowable city administrative expenses and any penalties approved by the city commission, if not paid by the owner, must be charged and assessed against the property upon which the noxious weeds or tall grasses were eradicated, cut or controlled. The weed control officer shall prepare and the weed board shall approve an assessment list showing the costs against each lot or tract to be assessed. The assessment list shall be forwarded to the board of city commissioners for official action. All procedures under state law for certification, appeal, payment and collection of special assessments shall apply.

Sec. 16-5-6. - Cooperation.

Nothing in this article shall in any way affect the city's ability to levy for noxious weed and tall grass control or prevent the city from contracting with or cooperating with any other board or jurisdiction for the control of noxious weeds or, tall grasses-grasses or any other unhealthy vegetation exceeding six inches in height. The weed control officer may delegate all or some of the duties required under this section to other city staff. The city may contract with any person or company to perform services for the city in the control of noxious weeds and tall grasses.

Sec. 16-5-7. – Property owner responsibility.

Except as noted below, it is the duty of every person owning, occupying or in charge of any premises, lot or parcel of land to cut, eradicate, or control any noxious weeds or tall grasses to prevent them from becoming a public nuisance, a fire hazard and/or unsightly.

- (1) Steep slopes exceeding 30 degrees (2 horizontal feet to 1 vertical foot) that are difficult or hazardous to mow, as an option, may be planted with selected grass varieties used by the North Dakota Department of Transportation to control erosion. The property owner must apply to the city for a waiver of the grass control requirements for each property where this alternative is to be used. Control of noxious weeds is mandated by state law and no waiver for control of noxious weeds is allowed. A waiver request shall be submitted to the weed control officer or other designated official. The city official shall review the request, inspect the site and either approve or deny the request.

- (2) The city has no jurisdiction over the control of grass and weeds on property or easements owned or controlled by state and federal agencies.
- (3) State law limits city action related to grass and weeds on agriculturally zoned land to the control of noxious weeds.

By: _____
Arlyn Van Beek, President
Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

First Consideration:

12/15/2015

Second Consideration and Final Passage:



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 4, 2015
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Steve Nardello, Fire Chief
PRESENTER: Steve Nardello
SUBJECT: Consider resolution updating alarm system fees

STATEMENT/PURPOSE:

Modifications are needed to the alarm system fees.

BACKGROUND/ALTERNATIVES:

Alarm system technology has evolved and different types of alarm systems are in use, including medical emergency alarms.

The proposal updates the resolution language to recognize the different types of alarms.

The fee amounts have not changed.

ATTACHMENTS:

1. Resolution

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this resolution if the desire is to substantially cover cost of office activity.

SUGGESTED ACTION:

Move to approve revisions to alarm system fees

**RESOLUTION ESTABLISHING FEES FOR ALARM REGISTRATION AND
POLICE OR FIRE RESPONSE TO FALSE ALARMS**

**Board of City Commissioners
City of Mandan, North Dakota**

WHEREAS, there is a cost associated with documenting the location of emergency alarms, and

WHEREAS, there is a cost associated with evaluating the structure where an alarm has been installed, and

WHEREAS, there is a cost associated with responding to false alarms, and

WHEREAS, the city has established an Alarm-Equipment Reserve Fund to track costs associated with responding to emergency alarms.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that the city will assess an annual fee to any person, organization, business or establishment who installs, establishes or connects any system designed to notify the Mandan Police Department or the Mandan Fire Department, either directly or through a service company, of an emergency requiring a city response, and

BE IT FURTHER RESOLVED, that the city will assess an additional fee to any person, organization, business or establishment whose alarm system generates alarms requiring a city response that prove to be false due to a malfunction, lack of maintenance or neglect of equipment, and

BE IT FURTHER RESOLVED, that no annual fee will be assessed for a medical emergency alarm either installed in a building or carried by a person, and

BE IT FURTHER RESOLVED, that the within and foregoing Resolution shall become effective on January 1, 2016.

Action	Fee
Annual fee for an emergency alarm system	\$15.00
Fee for responding to false alarms	
1 to 3 false alarms in a calendar year	No charge
4 to 6 false alarms in a calendar year	\$150.00
7 to 9 false alarms in a calendar year	\$300.00
10 or more false alarms in a calendar year	\$500.00

Approved and passed December 15, 2015, by members of the Board of City Commissioners.

President, Board of City Commissioners

ATTEST:

City Administrator

Greg Welch

From: Steven Vogelpohl
Sent: Wednesday, December 09, 2015 3:25 PM
To: Greg Welch
Cc: Brown, Malcolm H.; Manstrom, Mike
Subject: December 15 Resolutions - Mandan Refunding Improvement Bonds of 2015, Series B
Attachments: Resolution Awarding Sale of Warrants and Bonds.pdf; Financing Resolution.pdf; Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.pdf

Greg,

Attached are resolutions for adoption by the City Commission on December 15 in the order listed, as follows:

- 
1. Resolution Awarding Sale of Warrants and Bonds;
 2. Financing Resolution; and
 3. Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

I will provide execution copies of the resolutions upon being provided bid and voting record information.

Thank you for your assistance, and please contact me if you would have any questions.

Steve

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

RESOLUTION AWARDING SALE OF WARRANTS AND BONDS

\$1,517,004.45
STREET IMPROVEMENT DISTRICT NO. 176
\$395,766.67
STREET IMPROVEMENT DISTRICT NO. 177
\$527,309.19
STREET IMPROVEMENT DISTRICT NO. 178
\$372,275.83
STREET IMPROVEMENT DISTRICT NO. 179
\$325,498.44
STREET IMPROVEMENT DISTRICT NO. 181
\$317,415.30
STREET IMPROVEMENT DISTRICT NO. 182
\$1,334,141.85
STREET IMPROVEMENT DISTRICT NO. 185
\$827,598.75
STREET IMPROVEMENT DISTRICT NO. 186
\$79,195.91
STREET IMPROVEMENT DISTRICT NO. 189
\$1,727,416.04
STREET IMPROVEMENT DISTRICT NO. 190
\$220,909.56
STREET IMPROVEMENT DISTRICT NO. 191
\$277,733.34
STREET IMPROVEMENT DISTRICT NO. 192
\$213,517.48
STREET IMPROVEMENT DISTRICT NO. 193
\$889,217.19
STREET IMPROVEMENT DISTRICT NO. 195
DEFINITIVE IMPROVEMENT WARRANTS

\$9,025,000
REFUNDING IMPROVEMENT BONDS OF 2015, SERIES B

RECITALS

1. Pursuant to direction of the City of Mandan, North Dakota (the "Issuer") calling for bids on the sale of Issuer's \$1,517,004.45 Street Improvement District No. 176 Definitive Improvement Warrant, \$395,766.67 Street Improvement District

No. 177 Definitive Improvement Warrant, \$527,309.19 Street Improvement District No. 178 Definitive Improvement Warrant, \$372,275.83 Street Improvement District No. 179 Definitive Improvement Warrant, \$325,498.44 Street Improvement District No. 181 Definitive Improvement Warrant, \$317,415.30 Street Improvement District No. 182 Definitive Improvement Warrant, \$1,334,141.85 Street Improvement District No. 185 Definitive Improvement Warrant, \$827,598.75 Street Improvement District No. 186 Definitive Improvement Warrant, \$79,195.91 Street Improvement District No. 189 Definitive Improvement Warrant, \$1,727,416.04 Street Improvement District No. 190 Definitive Improvement Warrant, \$220,909.56 Street Improvement District No. 191 Definitive Improvement Warrant, \$277,733.34 Street Improvement District No. 192 Definitive Improvement Warrant, \$213,517.48 Street Improvement District No. 193 Definitive Improvement Warrant, and \$889,217.19 Street Improvement District No. 195 Definitive Improvement Warrant (the "Warrants") to be simultaneously exchanged for \$9,025,000 Refunding Improvement Bonds of 2015, Series B (the "Bonds"), notice of such sale has been duly given.

2. At the time and place fixed for receiving such bids, such bids were received and opened, examined and declared, and thereafter considered by this the governing body of the Issuer.
3. The City Administrator announced that bids had been received and found to be as follows:

<u>Name of Bidder</u>	<u>Bid for Principal</u>	<u>Interest Rates</u>	<u>Net Interest Cost</u>	<u>Net Interest Rate</u>
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See attached tabulation.

Now, therefore, the governing body of the Issuer resolves and orders:

1. All written bids received for the purchase of the Warrants and Bonds, excepting the bid herein stated, are hereby rejected, and the Warrants and Bonds are hereby sold to _____, as the best responsible and most favorable bidder therefor, the sale to be subject to all of the terms and conditions set forth in the official notice of sale of the Warrants and Bonds and in the accepted bid.
2. The President of the Board of City Commissioners and City Administrator are hereby authorized and directed to endorse an acceptance of said bid on a copy thereof, and to return such copy to the bidder.

3. The City Administrator is hereby directed to have the Warrants and Bonds printed, signed and, upon receipt of the purchase price therefor and on performance of the conditions in the written offer, delivered, all in accordance with this resolution and subsequent resolutions setting forth the terms and form therefor.
4. The interest rates of the Warrants and Bonds are hereby fixed at the rates stated in the bid, a copy of which is ordered attached hereto and incorporated herein.

Adopted this 15th day of December, 2015.

CITY OF MANDAN, NORTH DAKOTA

 President, Board of City Commissioners

ATTEST:

 City Administrator

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on December 15, 2015, as follows:

Adoption moved by _____ Seconded by _____

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

Greg Welch

From: Steven Vogelpohl
Sent: Wednesday, December 09, 2015 3:25 PM
To: Greg Welch
Cc: Brown, Malcolm H.; Manstrom, Mike
Subject: December 15 Resolutions - Mandan Refunding Improvement Bonds of 2015, Series B
Attachments: Resolution Awarding Sale of Warrants and Bonds.pdf; Financing Resolution.pdf; Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.pdf

Greg,

Attached are resolutions for adoption by the City Commission on December 15 in the order listed, as follows:

1. Resolution Awarding Sale of Warrants and Bonds;
- 2. Financing Resolution; and
3. Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

I will provide execution copies of the resolutions upon being provided bid and voting record information.

Thank you for your assistance, and please contact me if you would have any questions.

Steve

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

FINANCING RESOLUTION

	\$1,517,004.45
STREET IMPROVEMENT DISTRICT NO. 176	
	\$395,766.67
STREET IMPROVEMENT DISTRICT NO. 177	
	\$527,309.19
STREET IMPROVEMENT DISTRICT NO. 178	
	\$372,275.83
STREET IMPROVEMENT DISTRICT NO. 179	
	\$325,498.44
STREET IMPROVEMENT DISTRICT NO. 181	
	\$317,415.30
STREET IMPROVEMENT DISTRICT NO. 182	
	\$1,334,141.85
STREET IMPROVEMENT DISTRICT NO. 185	
	\$827,598.75
STREET IMPROVEMENT DISTRICT NO. 186	
	\$79,195.91
STREET IMPROVEMENT DISTRICT NO. 189	
	\$1,727,416.04
STREET IMPROVEMENT DISTRICT NO. 190	
	\$220,909.56
STREET IMPROVEMENT DISTRICT NO. 191	
	\$277,733.34
STREET IMPROVEMENT DISTRICT NO. 192	
	\$213,517.48
STREET IMPROVEMENT DISTRICT NO. 193	
	\$889,217.19
STREET IMPROVEMENT DISTRICT NO. 195	
DEFINITIVE IMPROVEMENT WARRANTS	

RECITALS

The City of Mandan, North Dakota (the "City"), a political subdivision and municipal corporation of the State of North Dakota, incorporated under the provisions of Title 40 (Municipal Government) of the North Dakota Century Code (the "NDCC"), with full power and authority to cause improvement districts to be created and improvements to be made therein and assess the costs of the improvements against

benefited property and incur debt for the payment of the cost of such improvements recites that by resolution or ordinance, the City:

1. Created Street Improvement District No. 176 ("District No. 176") on November 6, 2012, Street Improvement District No. 177 ("District No. 177") on January 15, 2013, Street Improvement District No. 178 ("District No. 178") on July 2, 2013, Street Improvement District No. 179 ("District No. 179") on August 6, 2013, Street Improvement District No. 181 ("District No. 181") on June 18, 2013, Street Improvement District No. 182 ("District No. 182") on May 21, 2013, Street Improvement District No. 185 ("District No. 185") on June 4, 2013, Street Improvement District No. 186 ("District No. 186") on November 19, 2013, Street Improvement District No. 189 ("District No. 189") on September 17, 2013, Street Improvement District No. 190 ("District No. 190") on June 17, 2014, Street Improvement District No. 191 ("District No. 191") on June 3, 2014, Street Improvement District No. 192 ("District No. 192") on June 3, 2014, Street Improvement District No. 193 ("District No. 193") on June 3, 2014 and Street Improvement District No. 195 ("District No. 195") on March 4, 2014 (hereinafter, together, the "Districts"). In the judgment of the governing body, after consultation with the engineer planning the improvements, the Districts are of a size and form as to include all properties which will be benefited by construction of the respective improvements therein;
2. Deemed it necessary to make the improvements authorized by law within the Districts and directed the engineer therefor to prepare reports as to the general nature, purpose and feasibility of the proposed improvements and estimates of the probable costs of the improvements;
3. After receiving, approving and ordering the engineer's reports filed, directed the engineer to prepare detailed plans and specifications for construction of the improvements;
4. Approved the detailed plans and specifications for construction of the improvements, thereby establishing any necessary grades, and directed a copy of the plans, specifications and estimates be filed in the office of the City Administrator;
5. With respect to District No. 195, caused to be adopted and published a resolution of necessity including a map of the City or such portion of the City as necessary to clearly identify said District, showing said proposed improvement District and referring intelligibly to the engineer's report and published the resolution of necessity once each week for two consecutive weeks in the official newspaper of the City and after the

expiration of the time for filing protests determined the protests, if any, to be insufficient there not having been filed protests containing the names of the owners of a majority of the area of the property included within the District or the names of the owners of a majority of any separate property area included within the District;

6. With respect to District No. 176, District No. 177, District No. 178, District No. 179, District No. 181, District No. 182, District No. 185, District No. 186, District No. 189, District No. 190, District No. 191, District No. 192 and District No. 193, determined that resolutions of necessity were not required as written petitions for each of the respective improvements received by the City were signed by the owners of a majority of the area of the property included within each respective District;
7. With respect to the Districts, entered into contracts for construction of the improvements in accordance with law ; and
8. Performed all other acts required of the governing body by the constitution and laws of the State of North Dakota prerequisite to the issuance and sale of improvement warrants for the purpose of providing money to pay for the cost of the improvements in the manner required of the City by law with full power and authority conferred on it as a political subdivision of the State of North Dakota and does hereby ratify, confirm and adopt all acts performed, resolutions, motions or ordinances passed or adopted and publications had in and incidental to the construction and financing of the improvements in the Districts whether or not reflected on the official minutes and records of the City.

BE IT RESOLVED:

CONDITIONS AND AGREEMENTS

1. The Definitive Improvement Warrants (the "Warrants" or individually, the "Warrant") authorized to be issued by the terms of this Resolution are issued for the purpose of defraying the cost of the improvements un-defrayed and are issued pursuant to the terms and provisions of NDCC Section 40-24-19, as amended.
2. The total cost of the improvements for each of the respective Districts, including construction, engineering, administrative, any land or easement acquisition required, and other fees and all other expenses incidental to

the completion of the improvements, are estimated to be not less than as follows:

<u>District</u>	<u>Estimated Cost</u>
District No. 176	\$1,517,004.45
District No. 177	395,766.67
District No. 178	527,309.19
District No. 179	372,275.83
District No. 181	325,498.44
District No. 182	317,415.30
District No. 185	1,334,141.85
District No. 186	827,598.75
District No. 189	79,195.91
District No. 190	1,727,416.04
District No. 191	220,909.56
District No. 192	277,733.34
District No. 193	213,517.48
District No. 195	889,217.19

3. The City has performed all statutorily required procedures preliminary to the issuance of the Warrants and asserts that as a condition of issuance, all required acts, conditions and things prerequisite to issue do exist and have been performed by the governing body which is legally constituted and empowered to bind the City.
4. All monies required to be deposited in the Principal and Interest Accounts of the Funds referenced by this Resolution and any other monies from whatever source dedicated to the retirement of the warrants payable from the Funds are hereby dedicated and appropriated to the payment of outstanding principal and interest on the respective Warrants properly chargeable against the Funds when due and payable.
5. All monies required to be deposited in the Construction Accounts of the Funds created by this Resolution are hereby dedicated and appropriated to the payment when due and payable of the construction cost of the improvements related thereto and all administrative costs and fees incident to the construction and the issuance of the respective Warrants on the Funds, and to the reimbursement of the City for funds advanced from other sources for such purposes.
6. Expenditure of monies from the Funds shall be made and accounted for by the officers of the City empowered to expend and required to account for City general funds.

7. Whenever all special assessments and any other revenues or taxes appropriated and theretofore collected for any special improvement are insufficient to pay principal or interest then due on the Warrant issued against such improvement's respective Fund, the City will levy a tax upon all taxable property in the City for the payment of such deficiency. If a deficiency is likely to occur within one year in any such Fund the governing body, in its discretion, may levy a general tax upon all the taxable property in the City.

8. Special assessments have or will be certified to the Special Assessment Commission for spreading against benefited property of the Districts. The City agrees to take whatever action is necessary to cause a final levy to be made against benefited property of each of the Districts in an amount not less than the total cost of the respective improvement therein. The City will cause the installments of special assessments as finally confirmed by the City to be annually certified to the County Auditor for collection with the general taxes chargeable against the property in the Districts. The City will continue to cause annual certification of balances of special assessments unpaid for the Districts to be certified for repayment over a period of years, subject to a reduction or extension of such period of time as may be deemed necessary by the City due to collection of assessments, with the first certification and for first collection in the years, respectively, as follows, and annually thereafter:

<u>District</u>	<u>Repayment Period (Years)</u>	<u>Year Of First Certification</u>	<u>Year Of First Collection</u>
District No. 176	15	2015	2016
District No. 177	15	2015	2016
District No. 178	15	2015	2016
District No. 179	15	2015	2016
District No. 181	15	2015	2016
District No. 182	15	2015	2016
District No. 185	15	2015	2016
District No. 186	15	2015	2016
District No. 189	15	2015	2016
District No. 190	15	2015	2016
District No. 191	15	2015	2016
District No. 192	15	2015	2016
District No. 193	15	2015	2016
District No. 195	15	2015	2016

9. The City authorizes officers of the City and Morton County to furnish certified copies of all proceedings had with regard to the issuance of the Warrants on the Funds by the governing body of the City. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Warrants, the tax-exempt status of interest payable thereon, the absence of litigation materially affecting the issuance of the Warrants and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting.
10. The City covenants that (i) it will restrict the use of the proceeds of the Warrants in such manner and to such extent as may be necessary, in view of the City's reasonable expectations at the time of issuance of the Warrants, so that the Warrants will not constitute "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986 and regulations prescribed under such Section, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Warrants) so that the interest on the Warrants will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.
11. The Warrants issued on the Funds may be exchanged for Refunding Improvement Bonds of 2015, Series B, in principal amounts aggregating the total principal balance due on the Warrants at the time of such exchange, at the option of the registered owner of the Warrants.

IMPROVEMENT DISTRICT FUNDS

There is hereby created Street Improvement District No. 176 Fund ("District No. 176 Fund"), Street Improvement District No. 177 Fund ("District No. 177 Fund"), Street Improvement District No. 178 Fund ("District No. 178 Fund"), Street Improvement District No. 179 Fund ("District No. 179 Fund"), Street Improvement District No. 181 Fund ("District No. 181 Fund"), Street Improvement District No. 182 Fund ("District No. 182 Fund"), Street Improvement District No. 185 Fund ("District No. 185 Fund"), Street Improvement District No. 186 Fund ("District No. 186 Fund"), Street Improvement District No. 189 Fund ("District No. 189 Fund"), Street Improvement District No. 190 Fund ("District No. 190 Fund"), Street Improvement District No. 191 Fund ("District No. 191 Fund"), Street Improvement District No. 192 Fund ("District No. 192 Fund"), Street Improvement District No. 193 Fund ("District No. 193 Fund") and Street Improvement District No. 195 Fund ("District No. 195 Fund") which are the funds upon which the Warrants are drawn and payable as

provided herein and which have been hereinbefore and are hereinafter referred to together as the "Funds" or individually, the "Fund".

Each of the Funds shall be held by the City Administrator of the City and shall at all times be kept on deposit with a qualified depository of public funds as provided in Chapter 21-04, North Dakota Century Code, as a special fund for the sole purpose of payment of all costs incidental to the construction and financing of its respective improvement and principal and interest on any outstanding warrant or bond, temporary or definitive, secured thereby, and shall be maintained until all balances of principal or interest on the respective Warrant issued thereon are fully paid. There shall be established and maintained within each of the Funds the following accounts:

1. A Construction Account, into which shall be deposited the respective net sale proceeds of the Warrant issued on the respective Fund which are not required to be deposited to the Principal and Interest Account thereof, together with any additional monies pledged to defraying the construction cost of the related improvement; and
2. A Principal and Interest Account, into which there shall be deposited the accrued interest and any funded interest on the respective Warrant issued thereon when sold, any paid, prepaid, and all future collections of special assessments from the District for which the respective Fund was created, and any balances remaining in the respective Construction Account therefor when after consultation with the project engineer it is determined unlikely that any additional costs properly payable therefrom will arise.

Disbursements from the Construction Accounts for construction costs and the Principal and Interest Accounts for principal and interest payments shall be by warrant duly signed by the Executive Officer and the City Administrator of the City.

WARRANTS

In anticipation of the levy and collection of assessments and any other taxes or revenues pledged to pay for the respective improvements, the City herewith determines it to be in its best interests to issue the Warrants on the Funds created for the Districts. The City covenants that it will diligently pursue completion of the improvements, if not completed prior to the date of this resolution, and cause valid and final levy of special assessments upon all properties within each of the Districts to be benefited by the respective improvement therefor, in an aggregate principal amount for each improvement equal to the total cost of the respective improvement to benefited property as finally ascertained representing that the aggregate benefits to be derived from the making of each respective improvement to the properties to be assessed therefor are not less than the aggregate amount of the special assessments so required

to be levied. The Warrants are hereby authorized for issuance and shall be issued according to the following terms and conditions:

1. Principal Amounts and Denominations - One Warrant shall be issued on each of the Funds, in principal amount and denomination, respectively, as follows:

<u>Fund</u>	<u>Principal Amount</u>	<u>Denomination</u>
District No. 176	\$1,517,004.45	\$1,517,004.45
District No. 177	395,766.67	395,766.67
District No. 178	527,309.19	527,309.19
District No. 179	372,275.83	372,275.83
District No. 181	325,498.44	325,498.44
District No. 182	317,415.30	317,415.30
District No. 185	1,334,141.85	1,334,141.85
District No. 186	827,598.75	827,598.75
District No. 189	79,195.91	79,195.91
District No. 190	1,727,416.04	1,727,416.04
District No. 191	220,909.56	220,909.56
District No. 192	277,733.34	277,733.34
District No. 193	213,517.48	213,517.48
District No. 195	889,217.19	889,217.19

2. Date of Warrant - Each Warrant shall be dated December 30, 2015;
3. Maturity - The principal of each Warrant shall be payable in installments due annually on May 1 in the years and amounts provided on the Amortization and Interest Rate Schedule for each respective Warrant which is Attachment 1 hereto;
4. Type and Number of Warrant - Single fully registered definitive warrant, numbered R-1 or upward therefrom if subsequent drawn on the respective Fund;
5. Prepayment - The installments of principal due on each Warrant in 2022 and thereafter shall be subject to prepayment, at the option of the City, in inverse order of maturity, in whole or in part, on May 1, 2021, and on any date thereafter selected by the City, at par plus accrued interest; not less than thirty (30) days prior to the date specified for prepayment, the City shall cause notice of prepayment to be mailed or delivered to the registered owner of the Warrant;
6. Payment - The Mandan City Administrator, hereby designated Registrar and Paying Agent, will make payment of interest and principal when due in lawful money of the United States by mailing or delivering to the

respective registered owner of each Warrant a check or draft in an amount sufficient to meet principal and interest maturities on the respective Warrant;

7. Preparation, Execution and Delivery - Each Warrant shall be printed under the supervision and at the direction of the City Administrator, executed and authenticated by the signature of the Executive Officer of the City and attested to by the City Administrator and sealed and delivered to the buyer at closing upon receipt of the purchase price plus any accrued interest;
8. Interest - Each annual installment of principal of each respective Warrant shall bear interest from the date of the Warrant until such installment is paid at the annual rate shown opposite the respective installment on Attachment 1 hereto, which interest shall be payable semiannually on May 1 and November 1 in each year, commencing May 1, 2016;
9. Source of Payment/Security - Each Warrant is payable as to principal and interest from the respective Fund on which it is issued, each of the Funds deriving its revenues from the levy and collection of special assessments against benefited property;
10. Registration - Each Warrant shall be registered as to both principal and interest and the Registrar shall establish and maintain a book of registry for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on each respective Warrant; and the City and the Registrar may treat the person in whose name each respective Warrant is registered as the absolute owner thereof, whether the Warrant is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary;
11. Assignment - Each Warrant shall be transferable by its respective registered owner or the owner's attorney duly authorized in writing upon presentation thereof to the Registrar together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney, and each such transfer shall be made on the book of registry and noted on the reverse of the Warrant by the Registrar and the Warrant delivered to the transferee.

Each Warrant shall be reproduced in substantially the form attached hereto as Attachment 2, with suitable variations as to District designations and principal and interest amounts and maturities.

Sale of the Warrants (and the Refunding Improvement Bonds of 2015, Series B, for which the Warrants are to be exchanged) was awarded by resolution adopted on December 15, 2015.

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CITY OF MANDAN

President, Board of City Commissioners

Attest:

City Administrator

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on December 15, 2015, as follows:

Adoption moved by _____ Seconded by _____

Roll Call Vote (List Last Names)

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

CITY OF MANDAN
 COUNTY OF MORTON
 STATE OF NORTH DAKOTA

\$1,517,004.45
 STREET IMPROVEMENT DISTRICT NO. 176
 DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum</u>
2016	\$ 63,873.87	%
2017	110,938.83	
2018	110,938.83	
2019	110,938.83	
2020	106,736.59	
2021	106,736.59	
2022	102,534.38	
2023	102,534.38	
2024	102,534.38	
2025	102,534.38	
2026	100,013.03	
2027	100,013.03	
2028	100,013.03	
2029	98,332.15	
2030	98,332.15	

* Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$395,766.67
STREET IMPROVEMENT DISTRICT NO. 177
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$16,663.86	
2017	28,942.49	
2018	28,942.49	
2019	28,942.49	
2020	27,846.19	
2021	27,846.19	
2022	26,749.88	
2023	26,749.88	
2024	26,749.88	
2025	26,749.88	
2026	26,092.10	
2027	26,092.10	
2028	26,092.10	
2029	25,653.57	
2030	25,653.57	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$527,309.19
STREET IMPROVEMENT DISTRICT NO. 178
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$22,202.52	
2017	38,562.22	
2018	38,562.22	
2019	38,562.22	
2020	37,101.53	
2021	37,101.53	
2022	35,640.84	
2023	35,640.84	
2024	35,640.84	
2025	35,640.84	
2026	34,764.43	
2027	34,764.43	
2028	34,764.43	
2029	34,180.15	
2030	34,180.15	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$372,275.83
STREET IMPROVEMENT DISTRICT NO. 179
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$15,674.77	
2017	27,224.60	
2018	27,224.60	
2019	27,224.60	
2020	26,193.37	
2021	26,193.37	
2022	25,162.14	
2023	25,162.14	
2024	25,162.14	
2025	25,162.13	
2026	24,543.39	
2027	24,543.39	
2028	24,543.39	
2029	24,130.90	
2030	24,130.90	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$325,498.44
STREET IMPROVEMENT DISTRICT NO. 181
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$13,705.20	
2017	23,803.76	
2018	23,803.76	
2019	23,803.76	
2020	22,902.11	
2021	22,902.11	
2022	22,000.45	
2023	22,000.45	
2024	22,000.45	
2025	22,000.46	
2026	21,459.45	
2027	21,459.45	
2028	21,459.45	
2029	21,098.79	
2030	21,098.79	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$317,415.30
STREET IMPROVEMENT DISTRICT NO. 182
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$13,364.85	
2017	23,212.64	
2018	23,212.64	
2019	23,212.64	
2020	22,333.38	
2021	22,333.38	
2022	21,454.11	
2023	21,454.11	
2024	21,454.11	
2025	21,454.11	
2026	20,926.55	
2027	20,926.55	
2028	20,926.55	
2029	20,574.84	
2030	20,574.84	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$1,334,141.85
STREET IMPROVEMENT DISTRICT NO. 185
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$56,174.39	
2017	97,566.05	
2018	97,566.05	
2019	97,566.05	
2020	93,870.37	
2021	93,870.37	
2022	90,174.68	
2023	90,174.68	
2024	90,174.68	
2025	90,174.68	
2026	87,957.27	
2027	87,957.27	
2028	87,957.27	
2029	86,479.02	
2030	86,479.02	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$827,598.75
STREET IMPROVEMENT DISTRICT NO. 186
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$34,846.26	
2017	60,522.46	
2018	60,522.47	
2019	60,522.47	
2020	58,229.94	
2021	58,229.94	
2022	55,937.42	
2023	55,937.42	
2024	55,937.42	
2025	55,937.42	
2026	54,561.91	
2027	54,561.91	
2028	54,561.91	
2029	53,644.90	
2030	53,644.90	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$79,195.91
STREET IMPROVEMENT DISTRICT NO. 189
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$3,334.56	
2017	5,791.61	
2018	5,791.61	
2019	5,791.61	
2020	5,572.23	
2021	5,572.23	
2022	5,352.85	
2023	5,352.85	
2024	5,352.85	
2025	5,352.85	
2026	5,221.24	
2027	5,221.24	
2028	5,221.24	
2029	5,133.47	
2030	5,133.47	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$1,727,416.04
STREET IMPROVEMENT DISTRICT NO. 190
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum* *</u>
2016	\$ 72,733.30	
2017	126,326.27	
2018	126,326.27	
2019	126,326.27	
2020	121,541.18	
2021	121,541.18	
2022	116,756.10	
2023	116,756.10	
2024	116,756.10	
2025	116,756.10	
2026	113,885.05	
2027	113,885.05	
2028	113,885.05	
2029	111,971.01	
2030	111,971.01	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$220,909.56
STREET IMPROVEMENT DISTRICT NO. 191
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$ 9,301.45	
2017	16,155.16	
2018	16,155.16	
2019	16,155.16	
2020	15,543.22	
2021	15,543.22	
2022	14,931.28	
2023	14,931.28	
2024	14,931.28	
2025	14,931.28	
2026	14,564.13	
2027	14,564.13	
2028	14,564.13	
2029	14,319.34	
2030	14,319.34	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$277,733.34
STREET IMPROVEMENT DISTRICT NO. 192
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum* *</u>
2016	\$11,694.04	
2017	20,310.69	
2018	20,310.69	
2019	20,310.69	
2020	19,541.35	
2021	19,541.35	
2022	18,772.01	
2023	18,772.01	
2024	18,772.01	
2025	18,772.01	
2026	18,310.39	
2027	18,310.39	
2028	18,310.39	
2029	18,002.66	
2030	18,002.66	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$213,517.48
STREET IMPROVEMENT DISTRICT NO. 193
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$ 8,990.21	
2017	15,614.58	
2018	15,614.58	
2019	15,614.58	
2020	15,023.12	
2021	15,023.12	
2022	14,431.65	
2023	14,431.65	
2024	14,431.65	
2025	14,431.65	
2026	14,076.77	
2027	14,076.77	
2028	14,076.77	
2029	13,840.19	
2030	13,840.19	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

\$889,217.19
STREET IMPROVEMENT DISTRICT NO. 195
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

<u>Year</u>	<u>* Amount</u>	<u>Interest Rate Per Annum**</u>
2016	\$37,440.72	
2017	65,028.64	
2018	65,028.63	
2019	65,028.63	
2020	62,565.42	
2021	62,565.42	
2022	60,102.21	
2023	60,102.21	
2024	60,102.21	
2025	60,102.21	
2026	58,624.29	
2027	58,624.29	
2028	58,624.29	
2029	57,639.01	
2030	57,639.01	

* Payable on May 1 of year indicated

** The interest rate per annum for each annual principal installment of this Warrant is the same as the interest rate per annum for the same year's principal installment of the Street Improvement District No. 176 Definitive Improvement Warrant shown on the first page of this ATTACHMENT 1.

UNITED STATES OF AMERICA
 STATE OF NORTH DAKOTA
 COUNTY OF MORTON
 CITY OF MANDAN

IMPROVEMENT DISTRICT NO.
 DEFINITIVE IMPROVEMENT WARRANT

No. R-1

\$

KNOW ALL PERSONS BY THESE PRESENTS that the City of Mandan, North Dakota (the "City") acknowledges itself to be indebted and for value received promises to pay to _____, or registered assign, the principal sum of \$ _____ payable in annual installments on May 1 in the following years and amounts, and each such installment shall bear interest from the date hereof until such installment is paid at the annual rate shown opposite such installment:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
	\$	%		\$	%

Interest is payable semiannually on May 1 and November 1 in each year, commencing May 1, 2016. The principal installments of and interest on this Warrant are payable in lawful money of the United States of America by check or draft mailed or delivered to the registered owner hereof as the registered owner's address appears on the book of registry at the office of the Mandan City Administrator, the designated Registrar and Paying Agent.

The installments of principal due hereon in 2022 and thereafter shall be subject to prepayment, at the option of the City, in inverse order of maturity, in whole or in part, on May 1, 2021, and on any date thereafter selected by the City, at par plus accrued interest. Not less than thirty (30) days prior to the date specified for prepayment, the City shall cause notice of prepayment to be mailed or delivered to the registered owner hereof.

The proceeds from the sale of this Warrant will be used to defray the cost of providing _____ and related work within the City in _____ Improvement District No. _____ (the "District") created under the authority of North Dakota Century Code (the "NDCC") Chapter 40-22 for that purpose, in full conformity with the constitution and laws of the State of North Dakota and the ordinances and resolutions of the City duly adopted and approved prior to the issue hereof and is within the debt limit of the City. This Warrant is payable solely out of the City of Mandan _____ Improvement District No. _____ Fund (the "Fund") which will contain the receipts derived by the City from special assessments levied to pay for the improvements and other monies which may

be available for the District. Whenever all special assessments collected are insufficient to pay principal or interest then due on this Warrant, the City shall levy a tax upon all the taxable property in the City for the payment of such deficiency. If at any time a deficiency is likely to occur within one year, the City, in its discretion, may levy a general tax on all the taxable property in the City for the payment of such deficiency.

This Warrant is issued pursuant to and in conformity with NDCC §40-24-19, as amended. It is further certified and recited that all requirements of law have been fully complied with by the officers of the City in the issue of this Warrant and that all proceedings or actions with reference to creating the District and making the improvements, and to the providing for the assessment lien against the property benefited and improved have been or will be lawfully taken and performed and that for the payment of this Warrant and interest thereon, the City pledges all of its lawful corporate powers.

This Warrant is issued in anticipation of the levy and collection of special assessments and is payable therefrom and from any other monies pledged to the special Fund established for the District which Fund is hereby dedicated and appropriated to the payment of principal and interest on the Warrant when due.

This Warrant shall be registered as to both principal and interest in the name of the owner on the books of the City kept for that purpose by the Registrar. This Warrant is transferable upon the book of the City by the registered owner or its attorney duly authorized in writing, upon presentation hereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney. Such transfer shall be noted on the reverse side hereof by the Registrar and delivered to the transferee. The City and the Registrar may treat the person in whose name this Warrant is registered as the absolute owner hereof, whether this Warrant is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary.

This Warrant may be exchanged for Refunding Improvement Bonds of 2015, Series B, at the option of the registered owner.

IN WITNESS WHEREOF, the City has caused its corporate seal to be placed hereon, and this Warrant to be subscribed by the Executive Officer and attested to by its City Administrator as of this 30th day of December, 2015.

Attest:

City Administrator

President, Board of City Commissioners

(S E A L)

(To be printed on reverse of Warrant)

STATE OF NORTH DAKOTA)
)
CITY OF MANDAN) ss.

I hereby certify that the within Warrant is issued pursuant to law and is within the debt limit of the City of Mandan, Morton County, State of North Dakota.

WITNESS my hand as of the 30th day of December, 2015.

Mandan City Administrator

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within-mentioned Warrant and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the book of registry with full power of substitution in the premises.

Dated: _____

(To be printed on reverse of Warrant)

NO WRITING HEREON EXCEPT BY THE REGISTRAR

TRANSFER STATEMENT

The Registrar has transferred on the book of registry, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Warrant, except the amounts of principal and interest theretofore paid:

<u>Date of Transfer</u>	<u>Registered Assign</u>	<u>Signature of Registrar</u>
_____	City of Mandan Refunding Improvement <u>Bonds of 2015, Series B Fund</u>	_____
_____	_____	_____
_____	_____	_____

Greg Welch

From: Steven Vogelpohl
Sent: Wednesday, December 09, 2015 3:25 PM
To: Greg Welch
Cc: Brown, Malcolm H.; Manstrom, Mike
Subject: December 15 Resolutions - Mandan Refunding Improvement Bonds of 2015, Series B
Attachments: Resolution Awarding Sale of Warrants and Bonds.pdf; Financing Resolution.pdf; Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.pdf

Greg,

Attached are resolutions for adoption by the City Commission on December 15 in the order listed, as follows:

1. Resolution Awarding Sale of Warrants and Bonds;
2. Financing Resolution; and
- 3. Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B.

I will provide execution copies of the resolutions upon being provided bid and voting record information.

Thank you for your assistance, and please contact me if you would have any questions.

Steve

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

**RESOLUTION AUTHORIZING ISSUANCE OF
\$9,025,000
REFUNDING IMPROVEMENT BONDS OF 2015, SERIES B**

RECITALS

The City of Mandan, North Dakota (the "City" or "Issuer") recites that it has:

1. Authorized issuance of a \$1,517,004.45 Definitive Improvement Warrant, a \$395,766.67 Definitive Improvement Warrant, a \$527,309.19 Definitive Improvement Warrant, a \$372,275.83 Definitive Improvement Warrant, a \$325,498.44 Definitive Improvement Warrant, a \$317,415.30 Definitive Improvement Warrant, a \$1,334,141.85 Definitive Improvement Warrant, a \$827,598.75 Definitive Improvement Warrant, a \$79,195.91 Definitive Improvement Warrant, a \$1,727,416.04 Definitive Improvement Warrant, a \$220,909.56 Definitive Improvement Warrant, a \$277,733.34 Definitive Improvement Warrant, a \$213,517.48 Definitive Improvement Warrant, and a \$889,217.19 Definitive Improvement Warrant (the "Warrants"), respectively, on Street Improvement District No. 176 Fund, Street Improvement District No. 177 Fund, Street Improvement District No. 178 Fund, Street Improvement District No. 179 Fund, Street Improvement District No. 181 Fund, Street Improvement District No. 182 Fund, Street Improvement District No. 185 Fund, Street Improvement District No. 186 Fund, Street Improvement District No. 189 Fund, Street Improvement District No. 190 Fund, Street Improvement District No. 191 Fund, Street Improvement District No. 192 Fund, Street Improvement District No. 193 Fund and Street Improvement District No. 195 Fund (the "Funds") of the City, which Warrants are outstanding as of the date of this Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B (the "Resolution").
2. Consented to the exchange of Refunding Improvement Bonds for the Warrants at the option of the registered owner.
3. In anticipation of the registered owner's request for exchange, the City hereby authorizes issuance of its Refunding Improvement Bonds of 2015, Series B, as authorized by Chapter 40-27, NDCC, in the amount of \$9,025,000 for the purpose of consolidating the issues of Warrants.

4. The Financing Resolution authorizing issuance of the Warrants adopted December 15, 2015, by the governing body of the City is incorporated herein by reference as though set out in full except that in the event of conflict between any of the terms and provisions of the Financing Resolution and this Resolution, the terms and provisions of this Resolution shall prevail.

REFUNDING FUND

There is hereby created City of Mandan Refunding Improvement Bonds of 2015, Series B Fund (the "Refunding Fund") which shall be maintained by the City Administrator as a special fund for the sole purpose of payment of principal and interest on any outstanding City of Mandan Refunding Improvement Bonds of 2015, Series B (the "Bonds") and shall be maintained until all balances of principal and interest on the Bonds are fully paid. The Refunding Fund shall exchange the Bonds for the uncanceled Warrants and retain the Warrants as assets of the Refunding Fund. The Refunding Fund shall maintain a Principal and Interest Account into which all principal and interest received on the Warrants shall be deposited and disbursed according to the maturities of the Bonds hereinafter established. Monies in the Refunding Fund for the payment of principal and interest on the Bonds are hereby dedicated and appropriated.

BONDS

Sale having been awarded to _____ (the "Purchaser") by resolution adopted December 15, 2015, the Bonds shall be issued according to the following terms and conditions:

1. Principal Amount of Bonds - The total principal amount of Bonds shall be \$9,025,000 and shall consist of \$ _____ aggregate principal amount of serial bonds (the "Serial Bonds") and \$ _____ aggregate principal amount of term bonds (the "Term Bonds") as set out in the Schedule of Maturities and Interest Rates attached hereto as Attachment 1.
2. Book Entry Registration -
 - (a) The Bonds shall be issued as book entry bonds as required by The Depository Trust Company, New York, New York ("DTC") in the aggregate principal amount equal to the principal amount of the Bonds. The Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and the Bond Registrar and Paying Agent named in Paragraph 5 below (the "Bond Registrar and Paying Agent") shall treat the record

owner as the absolute owner of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, references herein to the Bondholder, owner, etc. shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds. Sales by purchasers of the Bonds of beneficial interest participations in the Bonds to beneficial owners will be limited to minimum denominations of \$5,000 or any integral multiple in excess thereof.

(b) With respect to the Bonds registered in the registration books kept by the Bond Registrar and Paying Agent in the name of Cede & Co., as nominee of DTC, the City and the Bond Registrar and Paying Agent shall have no responsibility or obligation to any Participant (as referenced in the Blanket Issuer Letter of Representations a copy of which is attached hereto as Attachment 3) or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar and Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar and Paying Agent, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar and Paying Agent, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Bond Registrar and Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar and Paying Agent as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar and Paying Agent shall pay all principal of, premium, if any, and the interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Bond Registrar and Paying Agent, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the registration books kept by the Bond Registrar and Paying Agent, shall receive a certificated Bond

evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar and Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the word "Cede & Co." shall refer to such new nominee of DTC.

(c) The Blanket Issuer Letter of Representations, a copy of which is attached hereto as Attachment 3, has been executed by the City and has been filed with DTC. The Bond Registrar and Paying Agent shall take all actions necessary to at all times comply with DTC's Operational Arrangements, as same may be amended from time to time.

(d) (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Bond Registrar and Paying Agent.

(2) The City may terminate the services of DTC with respect to the Bonds if the City determines that:

(i) DTC is unable to discharge its responsibilities with respect to the Bonds, or

(ii) A continuance of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar and Paying Agent in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon the termination of the services of DTC with respect to the Bonds, or upon the discontinuance or termination of the services of DTC with respect to any portion of the Bonds pursuant to either Paragraph 2(d)(2)(i) or Paragraph 2(d)(2)(ii) immediately above after which no substitute bond depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City is obligated to deliver Bond certificates to the Bondholders and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar and Paying Agent in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names the Bondholders transferring

or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(e) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in accordance with the Blanket Issuer Letter of Representations.

3. Numbering - The Bonds shall be numbered in consecutive numerical order from R-1 upwards as issued.
4. Date of Bonds - The Bonds shall initially be dated December 30, 2015. Bonds issued upon exchanges and transfers of Bonds shall also be dated December 30, 2015 if issued prior to May 1, 2016, and if issued upon such exchanges and transfers on or after May 1, 2016, shall be dated as of May 1 or November 1 next preceding their issuance, or if the date of issuance shall be a May 1 or November 1, as of such date; provided, however, that if interest on the Bonds shall be in default, the Bonds shall be dated as of the date to which interest has been paid in full on the Bonds being transferred.
5. Payment - Interest on the Bonds and, upon presentation and surrender thereof, the principal thereof shall be payable in lawful money of the United States of America by check, draft or wire transfer by Starion Bond Services, Bismarck, North Dakota, as Bond Registrar and Paying Agent, or its successor. In the event the Bonds are no longer registered as book-entry bonds pursuant to Paragraph 2 immediately above, such Bond Registrar and Paying Agent is hereby appointed the sole paying agent for the Bonds.
6. Principal Maturities - The Serial Bonds shall mature on May 1 in the years and in the amounts set forth in the Schedule of Maturities and Interest Rates attached hereto as Attachment 1. The Term Bonds shall mature and shall be subject to mandatory sinking fund redemption prior to maturity at a price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date, on the dates and in the principal amounts set forth opposite each such date as set out in the Schedule of Maturities and Interest Rates attached hereto as Attachment 1. Term Bonds to be redeemed as a result of such mandatory sinking fund redemption requirements shall be selected by the Bond Registrar and Paying Agent from the outstanding Term Bonds by lot, assigned in

proportion to their principal amount, or by other method of random selection, without further direction from the City. Not less than 30 days prior to each date specified for such mandatory redemption, the Bond Registrar and Paying Agent shall mail notice of such redemption to the registered owner of each of the Term Bonds to be redeemed. Upon each partial redemption of any Term Bond as a result of such mandatory redemption, a new Term Bond or Term Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

7. Optional Redemption - Bonds maturing in the years 2016 through 2021 are payable on their respective stated maturity dates without option of prior payment. Bonds maturing in the years 2022 and thereafter shall be subject to redemption and prepayment in whole or in part at the option of the City, in inverse order of maturities and by lot, assigned in proportion to their principal amount, within any maturity, on May 1, 2021, and on any date thereafter selected by the City, at a price equal to the principal amount thereof plus accrued interest. Not less than 30 days prior to the date specified for prepayment and redemption of any Bonds the City will cause notice of the call thereof to be mailed to the registered owner and to the paying agent at which principal and interest are then payable. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.
8. Type and Denomination of Bonds - The Bonds shall be in fully registered form in denominations of \$5,000 or any integral multiple thereof, of single maturities.
9. Form, Preparation, Execution and Delivery - The Bonds shall be reproduced in substantially the form attached to this Resolution as Attachment 2. The Bonds shall be prepared under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Board of City Commissioners (or in the absence or inability of the President to act, by the manual or facsimile signature of the Vice President) and attested to by the manual or facsimile signature of the City Administrator, and delivered to the owner at closing upon receipt of the uncanceled Warrants plus any accrued interest. The Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

10. Interest - The Bonds shall bear interest at the annual rates set forth in the Schedule of Maturities and Interest Rates attached hereto as Attachment 1. Interest shall be payable on May 1 and November 1 in each year, commencing May 1, 2016, to the person in whose name each Bond is registered on the close of the 15th day (whether or not a business day) of the immediately preceding month. Interest shall be computed on a 30-day month and 360-day year basis. Interest on the Bonds shall cease at maturity or on a date prior thereto on which they have been duly called for redemption or are required to be redeemed unless the holder thereof shall present the same for payment and payment is refused.
11. Source of Payment/Security - The Bonds are payable from the payments of principal and interest received on the Warrants held by the Refunding Fund as secured assets. The Warrants held by the Refunding Fund as security are payable from the Funds which derive their revenues from the levy and collection of special assessments against benefited property and from general taxation as provided in the Financing Resolution.
12. Registration - The Bonds shall be registered as to both principal and interest and the Bond Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bonds; and the City and the Bond Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.
13. Assignment - The Bonds are transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an

interest payment date, nor during the forty-five days next preceding the date fixed for redemption of Bonds.

14. Discharge - When all of the Bonds, and the interest thereon have been defeased and discharged as provided in this Paragraph 14, all pledges, covenants and other rights granted hereinabove by this Resolution shall cease. The City may defease and discharge all Bonds and interest due on any date by depositing with the Paying Agent on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be defeased and discharged by depositing with the Paying Agent a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also defease and discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Paying Agent on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also defease and discharge all Bonds at any time by irrevocably depositing in escrow with an escrow agent, for the purpose of paying all principal and interest due on such Bonds prior to a date upon which all of the same will be prepayable according to their terms, and paying all remaining Bonds on that date, a sum of cash and securities of the types described in NDCC Section 40-27-13 in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

The City covenants that (i) it will restrict the use of the proceeds of the Bonds in such manner and to such extent as may be necessary, in view of the City's reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986 and regulations prescribed under such Section, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Bonds and the payment of required rebate, if any) so that the interest on the Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

The City hereby covenants and agrees, for the benefit of the holders of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the

Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the holders of the Bonds, or by the Purchaser on behalf of such holders (provided that the rights of the holders and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the City to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds). The City Administrator and President of the Board of City Commissioners shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

The Official Statement relating to the Bonds is hereby approved, and the City Administrator is authorized to execute and deliver such Official Statement and to certify to its correctness and completeness as provided therein.

The officers of the City and Morton County are authorized and directed to prepare and furnish to the attorneys passing on the legality of the Bonds, certified copies of all proceedings, ordinances, resolutions and records and such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds and the tax-exempt status of interest payable thereon, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Attest:

CITY OF MANDAN

City Administrator

President, Board of City Commissioners

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on December 15, 2015, as follows:

Adoption moved by _____ Seconded by _____

Roll Call Vote (List Last Names)

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

CITY OF MANDAN
 COUNTY OF MORTON
 STATE OF NORTH DAKOTA

\$9,025,000

REFUNDING IMPROVEMENT BONDS OF 2015, SERIES B

SCHEDULE OF MATURITIES AND INTEREST RATES

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2016	\$380,000	%	2024	\$610,000	%
2017	660,000		2025	610,000	
2018	660,000		2026	595,000	
2019	660,000		2027	595,000	
2020	635,000		2028	595,000	
2021	635,000		2029	585,000	
2022	610,000		2030	585,000	
2023	610,000				

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF MORTON
CITY OF MANDAN

REFUNDING IMPROVEMENT BOND OF 2015, SERIES B

No. R-

<u>RATE</u>	<u>MATURITY</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
-------------	-----------------	-------------------------------	--------------

December 30, 2015

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Mandan, North Dakota (the "City" or "Issuer"), acknowledges itself specially indebted and for value received hereby promises to pay to the registered owner specified above or registered assigns, the principal amount specified above, but only from the City of Mandan Refunding Improvement Bonds of 2015, Series B Fund (the "Refunding Fund") on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on May 1 and November 1 in each year, commencing May 1, 2016, to the person in whose name this Bond is registered on the close of the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by Starion Bond Services, Bismarck, North Dakota, as Bond Registrar and Paying Agent, or its successor.

This book-entry Bond is one of a single series of Bonds (the "Bonds") issued in the aggregate principal amount of \$9,025,000.00, all of like date of original issue and tenor except as to serial number, denomination, interest rate, redemption privilege and maturity date, issued, pursuant to a Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B, adopted by the Board of City Commissioners (the "Resolution"), in exchange for \$9,025,000 aggregate principal amount of definitive improvement warrants (the "Warrants") issued on special funds (the "Funds") and which represent the cost of improvements for various improvement districts (the "Districts") of the City. The Warrants were issued in full conformity with the Constitution and laws of the State of North Dakota and the ordinances and resolutions of the City duly adopted and approved prior to the issue hereof. The Bonds

are issued with a single book-entry bond for each of the principal maturities of the Bonds and shall be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, and the Bond Registrar and Paying Agent shall treat the record owner as the absolute owner of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, references herein to the Bondholder, owner, etc. shall mean Cede & Co. and sales by purchasers of the Bonds of beneficial interest participations in the Bonds to beneficial owners will be limited to minimum denominations of \$5,000 or any integral multiple in excess thereof.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notwithstanding any other provisions herein set out, so long as Cede & Co. is the registered owner hereof, the provisions of and requirements referenced in the Blanket Issuer Letter of Representations filed by the City with DTC with regard to the Bonds shall be controlling as to the matters addressed therein and all the terms and provisions therein are incorporated herein as though herein fully set out.

The Bonds of this issue are subject to optional redemption and mandatory sinking fund redemption prior to maturity in whole or in part, at such time or times, at such redemption prices, in such manner and upon such notice as provided in the Resolution, to which reference is hereby made for details with respect thereto.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or

not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond is payable solely out of the Refunding Fund which holds as assets pledged to the repayment of this Bond, the Warrants issued on the Funds. The Warrants are payable from special assessments levied to pay for improvements for the Districts, and whenever all special assessments and any other revenues or taxes appropriated and theretofore collected are insufficient to pay principal or interest then due on the Warrants held by the Refunding Fund the City shall levy a tax upon all the taxable property in the City for the payment of such deficiency. If at any time a deficiency is likely to occur within one year, the City, in its discretion, may levy a general tax on all the taxable property in the City for the payment of such deficiency.

Interest on this Bond shall cease at maturity or on a date prior thereto on which it has been duly called for redemption or is required to be redeemed unless the holder hereof shall present the same for payment and payment is refused.

It is hereby certified, recited, covenanted and agreed that all requirements of law have been fully complied with by the officers of the City in the issue of this Bond and the Warrants for which it was exchanged, and that all proceedings and things with reference to making the improvements, to the fixing of the assessment lien against the property improved have been or will be lawfully taken and performed and that for the payment of this Bond and interest thereon, the City pledges all its lawful corporate powers.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City has caused this Bond to be executed on its behalf by the signatures of the President of its Board of City Commissioners and its City Administrator, and has caused this Bond to be dated as of the date set forth below.

DATED:

CERTIFICATE OF AUTHENTICATION

CITY OF MANDAN, NORTH DAKOTA

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

President, Board of City Commissioners

STARION BOND SERVICES
BISMARCK, NORTH DAKOTA
as Bond Registrar and Paying Agent

Attest:

By: _____
Authorized Representative

City Administrator

\$9,025,000
City of Mandan, North Dakota
Refunding Improvement Bonds of 2015, Series B

I have acted as bond counsel in connection with the issuance by the City of Mandan, North Dakota (the "Issuer") of \$9,025,000 Refunding Improvement Bonds of 2015, Series B, initially dated as of December 30, 2015 (the "Bonds") pursuant to a resolution entitled "Resolution Authorizing Issuance of \$9,025,000 Refunding Improvement Bonds of 2015, Series B" adopted by the Board of City Commissioners of the Issuer (the "Resolution"). The Bonds are issuable as book-entry bonds in fully registered form in the denominations of \$5,000 or any integral multiple thereof, of single maturities. The Bonds mature on May 1 in the years and amounts and bear interest from date of issue until paid at the annual rates as set forth in the Resolution. Interest is payable on May 1 and November 1 in each year, commencing May 1, 2016, to the holder of record on the close of the 15th day of the immediately preceding month. The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity in whole or in part, at such time or times, at such redemption prices, in such manner and upon such notice as provided in the Resolution.

I have examined the law and such certified proceedings and other papers as I deem necessary to render this opinion. As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

I have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and I express no opinion relating thereto.

Based on my examination, I am of the opinion, as of the date hereof and under existing law, as follows:

1. The Bonds are valid and binding special obligations of the Issuer payable from the City of Mandan Refunding Improvement Bonds of 2015, Series B Fund (the "Refunding Fund") which holds as assets pledged to repayment of the Bonds, a like principal amount of definitive improvement warrants (the "Warrants") issued on the funds of various improvement districts of the Issuer.
2. The Warrants have been duly authorized, executed and delivered and are payable from special assessments levied against the property benefited by the improvements for the improvement districts.
3. All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay any deficiency on

the Warrants. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Warrants to the extent the necessary funds are not provided from special assessments or other sources.

4. All payments made on the Warrants are to be credited to the Refunding Fund and applied in payment of the principal and interest on the Bonds.
5. The interest on the Bonds is excluded from gross income of the owners for federal and North Dakota income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with all such requirements. The Bonds are not "qualified tax-exempt obligations" under Section 265 of the Code. I express no opinion regarding other state or federal tax consequences arising with respect to the Bonds.

It is to be understood that the rights of the holder or holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

STEVEN L. VOGELPOHL
Bismarck, North Dakota

We certify that the foregoing is a full and correct copy of the text of the legal opinion of bond counsel on the issue of Bonds of the City of Mandan which includes the within Bond, rendered as of the date of the original delivery of and payment for the Bonds.

City Administrator

President, Board of City Commissioners



Blanket Issuer Letter of Representations
(To be Completed by Issuer)

CITY OF HENDON, NORTH DAKOTA
(Name of Issuer)

November 2, 1999
(Date)

Attention: Underwriting Department — Eligibility
The Depository Trust Company
55 Water Street 50th Floor
New York, NY 10041-0088

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request be made eligible for deposit by The Depository Trust Company ("DTC").

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains information that DTC believes adequately describes DTC's method of book-entry creation and settlement of securities distributed through DTC and certain related matters.

Very truly yours,

City of Hendon, North Dakota
(Issuer)

By Phyllis Greener
(Authorized Officer Signature)

Phyllis Greener, Acting City Auditor
(Type name, name & title)

101 2nd Avenue NW
(Street Address)

Hendon, ND 58544
(City) (State) (Zip)

101-667-7717
(Phone Number)

Received and Accepted:

LEE DEPOSITORY TRUST COMPANY
[Signature]
By _____

**SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$200 million, one certificate will be issued with respect to each \$200 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

[6. Redemption notices shall be sent to Cede & Co. if less than all of the Securities within an Issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Issue to be redeemed.]

7. Neither DTC nor Cede & Co. will consent or vote with respect to Securities. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to the [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to the Issuer or the Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: First consideration of Ordinance No. 1230 amending and reenacting Sections 107-2-1, 107-2-3 and 107-2-6 of the Mandan Code of Ordinances related to stormwater management

STATEMENT/PURPOSE:

The current code language has a rather cumbersome procedure for correcting violations.

BACKGROUND/ALTERNATIVES:

With the recent appointment of a code enforcement officer, it is appropriate to revise the language in this chapter to give the code enforcement officer authorization to seek to correct violations of stormwater management requirements.

The proposed language revises the procedure to one that is initiated by city staff instead of beginning with the city attorney and city commission.

ATTACHMENTS:

1. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this ordinance.

SUGGESTED ACTION:

Move to approve the first consideration of Ordinance No. 1230 amending and reenacting Sections 107-2-1, 107-2-3 and 107-2-6 of the Mandan Code of Ordinances.

ORDINANCE NO. 1230

An Ordinance to Amend and Reenact Sections 107-2-1, 107-2-3
and 107-2-6 of the Mandan Code of Ordinances Relating to
Stormwater Management

Be it ordained by the Board of City Commissioners:

An Ordinance to amend and reenact Sections 107-2-1, 107-2-3 and 107-2-6 of the Mandan Code of Ordinances relating to stormwater management is hereby enacted as follows:

Sec. 107-2-1. - Legal action.

If any person commences any land disturbing activities which result in increased stormwater quantity or stormwater quality degradation into the city stormwater management system, contrary to the provisions of this chapter, federal or state requirements or any order of the city, the city ~~attorney-engineer, building official, code enforcement officer or other designated agent of the city~~ may, ~~following the authorization of such action by the board of city commissioners,~~ commence action for appropriate legal and/or equitable relief. Actions available to the city include:

- (1) Issuance of a citation into municipal court for a Class B Misdemeanor violation of this chapter.
- (2) Action by the city to correct the problem and billing the property owner or assessing the property for the costs incurred by the city plus legal and administrative overhead.
- (3) Action by the city to obtain an injunction and court order to cease and desist plus remediate the problem.

Sec. 107-2-3. - Penalty.

~~Any person who is found to have violated~~ of an order of the board of city commissioners city made in accordance with this chapter, or ~~who has any failed~~ to comply with any provision of this chapter and the orders, rules, regulations and permits issued under this article, is ~~guilty of~~ an offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

Sec. 107-2-6. - Falsifying information.

Any person who knowingly makes any false statements, representations or certification in any applicable record, report, plan or other document filed or required to be maintained pursuant to this chapter, or stormwater management permit, or who knowingly falsifies, tampers with, or

knowingly renders inaccurate any monitoring devices or method required under this chapter,
| ~~shall be guilty of an offense~~ shall be charged with a class B misdemeanor.

By: _____
Arlyn Van Beek, President
Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

First Consideration:
Second Consideration and Final Passage:

December 15, 2015



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: First consideration of Ordinance No. 1231 amending and reenacting Chapter 117 Article 6 of the Mandan Code of Ordinances related to solid waste

STATEMENT/PURPOSE:

With the introduction of single sort recycling, language changes in city code are needed. There is also a need to update some of the language related to green waste and commercial garbage.

BACKGROUND/ALTERNATIVES:

Language has been added regarding the location of garbage containers.

Requirements for use of the city provided green waste and recycling locations have been clarified.

The language related to commercial garbage has been updated. Requirements for storage of garbage containers have been added and a time limit of January 1, 2017 added for coming into compliance. A waiver provision is included.

These proposed changes have been reviewed by the Community Beautification Committee and have been recommended for approval.

ATTACHMENTS:

1. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this ordinance.

Board of City Commissioners Agenda Documentation

Meeting Date: December 15, 2015

Subject: Ord. No. 1231 solid waste

Page 2 of 6

SUGGESTED ACTION:

Move to approve the first consideration of Ordinance No. 1231 amending and reenacting Chapter 117 Article 6 of the Mandan Code of Ordinances related to solid waste.

ORDINANCE NO. 1231

An Ordinance to Amend and Reenact Chapter 117 Article 6 of the Mandan Code of Ordinances Relating to Solid Waste

Be it ordained by the Board of City Commissioners:

An Ordinance to Amend and Reenact Chapter 117 Article 6 of the Mandan Code of Ordinances relating to solid waste is hereby enacted as follows:

Sec. 117-6-8. - Refusal to accept service prohibited.

No person shall refuse to accept the residential area garbage and rubbish collection service provided for by this article, and the failure of any person to receive such service shall not exempt ~~him~~ them from the payment of the service charges provided for, save those persons residing in an area in which no collection service is provided, and, in such cases, no service charges shall be made.

Sec. 117-6-9. - Regulations governing residential area garbage collection.

- (a) Residential area garbage shall be deposited for pickup in durable garbage metal or plastic receptacles equipped with close-fitting covers ~~of a capacity of not less than 15 gallons nor more than 35 gallons~~ or in loose-garbage bags secured in a cart or other receptacle such a way as to that will prevent the garbage from being strewn about by animals or the wind. Each property owner or occupant shall ~~furnish~~ have and store one or more garbage receptacles per dwelling unit for disposal of garbage in a secure and unobtrusive location on the property. No earlier than 6:00 pm the night before pickup, the receptacle or receptacles shall be moved to a location ~~within 15 feet of the alley abutting the premises,~~ or, in case no alley abuts upon the premises, or in case the alley is not open, or is otherwise inaccessible, within 15 feet of the curb in front of the dwelling the designated pickup location.
- (b) Wet residential area garbage shall be drained of excess water and shall be put in leak-proof bags or containers before being deposited in garbage receptacles for pickup.
- (c) ~~No rubbish shall be placed in any garbage receptacles kept for the deposit of residential area garbage.~~
- (d) ~~Garbage receptacles shall be returned to their storage location no later than 10:00 pm on the day pickup was made.~~ The storage location should be located behind a fence or inside a building to prevent the empty container from being blown around in the wind. If the container must be stored in the open it should be secured in a manner that will prevent

it from being blown about by the wind and should be located behind the front wall of the primary structure in a side or rear yard whenever possible.

Sec. 117-6-10. - Regulations governing commercial area garbage collection.

(a) All commercial area garbage shall be deposited in containers, provided for that purpose, by each owner or occupant of every commercial building or premises located within the city, the operation of which results in the accumulation of such garbage. Such garbage containers shall be stored in such a manner and have such a capacity and meet such construction standards as may be established by resolution of the board of city commissioners. ~~Property owners who have lots with limited space may enter into a formal agreement with a neighboring property owner to share garbage containers.~~

(b) Each commercial property owner is required to remove accumulated garbage or other waste by a licensed contractor or by personally hauling the garbage to an approved landfill or transfer station.

~~**Sec. 117-6-11. - Hauling of garbage by private contractors. No person shall haul or transport any garbage or rubbish for compensation or as a business without first having obtained a license to do so from the city.**~~

~~**Sec. 117-6-12. - Hauling garbage from own premises.**~~

Nothing in this article shall prevent any person from hauling the garbage or rubbish originating upon ~~his~~their own premises, provided ~~that only~~ that such garbage is transported in covered vehicles or containers. A covered vehicle or container shall be construed to mean that such vehicle or container shall be fitted with a cover which ~~shall eliminate~~ positively any material falling from such vehicle or container while in transit.

Sec. 117-6-123. - Green waste and rRecycling containers at public sites.

No person shall place, deposit or dump any material in a recycling or special use container other than the material that is indicated as allowable by signs or placards posted on or around the container. A recycling or special use container may include any publicly or privately owned container, dumpster or receptacle that is clearly signed or marked as being for the deposit of particular materials. No person shall place, deposit or dump loose items around any container. Bagged items may be placed outside a container if the container is full.

Sec. 117-6-134. - Storage location.

(a) Unless garbage will be stored within a properly ventilated area of a building or within a commercial garbage compactor, eEach commercial or industrial property owner shall provide a three sided or enclosed area to store the garbage containers. The enclosure shall be constructed of solid material or an opaque fence as high as or higher than the garbage containers

to be stored therein. If the enclosure is three sided, the open side shall be enclosed with a fence or provided with another means of securing the garbage containers within the enclosure.

(b) Should the lot not have sufficient space to ~~provide such~~ locate a commercial garbage compactor or storage facility, the property owner may enter into an ~~an~~ formal agreement with a neighboring property owner for the storage of garbage containers or the shared use of a commercial garbage compactor.

(c) Existing businesses shall have until January 1, 2017 to comply with this requirement. Should a business owner determine that it is not feasible to comply with this requirement, an application for a waiver may be submitted to the city. A waiver may be granted only if compliance with this requirement is physically impossible due to the configuration of the lot, there is no area within a reasonable distance of the property to locate a storage facility or commercial compactor or compliance with this requirement would be financially infeasible. If a waiver is granted, the waiver shall specify the alternative means to be used for the disposal of garbage.

Sec. 117-6-145. - Penalty.

Failure to properly manage garbage and secure garbage receptacles or containers is an infraction.

Sec. 117-6-156. - Hauling of garbage by private contractors; license required.

(a) No person shall haul or transport any garbage or rubbish for compensation or as a business without first ~~having obtained~~ a license to do so from the city.

~~Sec. 117-6-17. Application; fee; term.~~

(b) Application for said license shall be made on forms provided by the city ~~to the city license officer~~ and submitted to the city as specified on the instructions supplied with the form. Each ~~and~~ application shall be accompanied by a fee for each vehicle used in the hauling or transportation of such garbage or rubbish, the amount of which fee shall be established from time to time by resolution of the board of city commissioners. Licenses issued under this article shall be issued on an annual basis and shall expire on December 31 of each year. No reduction in fee for such license shall be made by reason of its being issued for only a part of a year.

~~Sec. 117-6-18. Conditions of issuance.~~

(c) No license shall be granted to any person unless the equipment used by such person in hauling or transporting garbage or rubbish shall meet the following requirements:

- (1) Trucks or other vehicles used for the hauling of garbage shall be equipped with bodies having watertight floors and watertight walls to a height of at least six

inches above the floor level, and the joints between floor and walls of such body shall likewise be watertight.

- (2) The sides and tops of such truck bodies shall be of permanent construction; and the loading and unloading openings in such body shall be fitted with tight-fitting doors, which doors shall remain closed except while garbage or rubbish is being loaded into or out of said trucks.

Sec. 117-6-169. - Refuse disposal area open to residents.

The premises now or hereafter provided by the city as a city refuse disposal area shall be open and accessible for the use of the residents of the city during such hours as may be fixed by the officer of the city, authorized with the control and supervision of said refuse disposal area by the board of city commissioners, and under the terms and provisions of this article.

By: _____
Arlyn Van Beek, President
Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

First Consideration:

December 15, 2015

Second Consideration and Final Passage:



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: First consideration of Ordinance No. 1232 amending and reenacting Chapter 16 Article 3 of the Mandan Code of Ordinances related to refuse, rubbish and outdoor storage

STATEMENT/PURPOSE:

The Community Beautification Committee is charged with recommending ways to improve the appearance of the city. Refuse, rubbish and outdoor storage impact the appearance of the city and issues related to these items have been discussed by the committee.

BACKGROUND/ALTERNATIVES:

- An article and existing sections were renamed.
- Definitions were updated.
- Language was edited for clarity or conciseness.
- Language related to outdoor storage was added.
- Reference to the code enforcement officer was added.

These proposed changes have been reviewed by the Community Beautification Committee and have been recommended for approval.

ATTACHMENTS:

1. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this ordinance.

Board of City Commissioners Agenda Documentation

Meeting Date: December 15, 2015

Subject: Ord. No. 1232 outdoor storage

Page 2 of 7

SUGGESTED ACTION:

Move to approve the first consideration of Ordinance No. 1232 amending and reenacting Chapter 16 Article 3 of the Mandan Code of Ordinances related to refuse, rubbish and outdoor storage.

ORDINANCE NO. 1232

An Ordinance to Amend and Reenact Chapter 16 Article 3 of the Mandan Code of Ordinances Relating to Refuse, Rubbish and Outdoor Storage

Be it ordained by the Board of City Commissioners:

An Ordinance to Amend and Reenact Chapter 16 Article 3 of the Mandan Code of Ordinances relating to refuse, rubbish and outdoor storage is hereby enacted as follows:

ARTICLE 3. ~~LOT CLEARING~~ REFUSE, RUBBISH AND OUTDOOR STORAGE

Sec. 16-3-1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them ~~in this section~~, except where the context clearly indicates a different meaning:

Building and construction materials means items used for the construction of a structure properly authorized by a current building permit and stored as specified by zoning, building and fire code regulations.

Collection service means the collection and disposal of ~~garbage, refuse~~ and rubbish, and/or the availability or use of any dump, sanitary landfill, or disposal facility of the city.

Commercial area garbage means all accumulations of animal and vegetable refuse and offal, waste paper, paper containers, tin cans, bottles, and all other refuse that accumulates as a result of operating a restaurant, tavern, office, store or other business, commercial or industrial establishment, including any apartment buildings having four or more dwelling units.

Inoperable means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the functions or purposes for which a vehicle was originally constructed. Any one of the following conditions shall raise the presumption that a vehicle is inoperable:

Absence of a legally sufficient and valid registration tab or plate upon such vehicle;
Placement of the vehicle or parts thereof upon jacks, blocks, chairs or other supports; or
Absence for more than 30 days of any one or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways of the city and state.

Mobile home or trailer coach shall be deemed a dwelling unit, and each mobile home or trailer park shall be deemed to be a multiple dwelling unit, and the garbage and rubbish collection services and charges applicable to the residential areas of the city shall be applicable to any such units or parks.

Refuse and rubbish means all ~~putrescible and nonputrescible solid wastes, except body wastes,~~ including liquids, materials that decompose, materials that burn and materials that will not decompose or disintegrate including garbage, trash, ~~rubbish~~ debris, ashes, street cleanings, dead animals, ~~abandoned inoperable, junked or abandoned~~ vehicles, ~~equipment and machinery,~~ solid market and industrial wastes, inert wastes, ~~discarded furniture, appliances and other household goods, barrels, rags, cartons, boxes, paper, cardboard, tin cans, yard clippings, noxious weeds, pieces of wood or metal, glass, bedding, crockery and similar materials, cans or bottles of paint or chemicals, used tires,~~ and any other discarded materials of every kind and character.

~~Residential area garbage~~ means all accumulations of household waste matter, including dry sink refuse, meat, vegetable, and fruit residues, and all tin cans and bottles, but shall not include grass, shrubbery, tree branches, ashes or other similar wastes.

~~Rubbish~~ means nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes, such as trash, refuse or debris, including, but not limited to, discarded furniture, appliances and other household goods, barrels, rags, cartons, boxes, paper, cardboard, tin cans, yard clippings, noxious weeds, pieces of wood or metal, glass, bedding, crockery and similar materials, and any other discarded materials of every kind and character, including junked or abandoned vehicles, equipment and machinery.

Salvage material means items which have been collected for use, reprocessing into a useable item or for sale as scrap.

Sec. 16-3-2. Accumulation of refuse and rubbish prohibited; ~~penalty.~~

~~Except as specifically authorized herein, n~~ No person who owns, leases or is in charge of any property within the city shall cause, permit, keep, maintain or allow to accumulate in or about any yard, lot, place or on the premises, or; upon the boulevard or berm abutting thereon; or upon any street, alley or sidewalk, any public property adjacent to or abutting on any lot, block or place, or the premises owned or occupied by him, or for which he may be an agent, within the city limits, any and all refuse or and rubbish, nor suffer such yard, lot, place or premises to be or to remain in such condition. No person shall deposit or cause to be deposited in or about any publicly owned property, or upon any street, alley or sidewalk adjacent to or abutting on any publicly owned property, within the city limits, any and all refuse or rubbish. It is declared a public nuisance for any yard, lot, place or premises; boulevard or berm; or street, alley or sidewalk to remain in such condition and any person or owner, occupant or agent of the yard, lot, place or premises violating the provisions of this section is guilty of an infraction

Sec. 16-3-3. Deposit of refuse or, rubbish, ~~junk or junk vehicles~~ upon publicly owned property prohibited; penalty.

(a) It is unlawful for any person to deposit or cause to be deposited in or about any publicly owned property, or upon any street, alley or sidewalk adjacent to or abutting on any publicly owned property within the city limits, any and all refuse or rubbish, ~~junk, or junk vehicles.~~

(b) Publicly owned property includes any property owned or maintained by the city, county, Mandan Park District, Lower Heart River Water Resource District and Mandan School District. ~~Any person or owner, occupant or agent of the yard, lot, place or premises violating the provisions of this section is guilty of an infraction.~~ If the publicly owned property is posted with signs identifying the property as publicly owned, any person violating this section is subject to a minimum fine of \$150.00. In addition to the imposition of a fine, any person found guilty of this section may also be required to pay restitution to the public entity owning the property to cover the costs of removal of the refuse or rubbish, ~~junk, or junk vehicles.~~

Sec. 16-3-9. ~~Unlawful to accumulate junk, junk vehicles, trash or rubbish~~ Outdoor storage.

Outdoor storage is limited and may involve items classified as refuse or rubbish.

- (1) Salvage or junk yard. A salvage or junk yard is permitted to have refuse and rubbish as well as salvage materials provided it is stored in a fully enclosed structure or behind an opaque fence that screens it from public view.
 - (2) Collection service. Items being stored for periodic collection or disposal within a container or screened enclosure are permitted.
 - (3) Commercial uses. Items that are not available for immediate sale and are being stored for future sale must be contained within a fully enclosed structure or behind an opaque fence that screens them from public view.
 - (4) Industrial uses. Items that are raw materials used in a manufacturing process on site, finished goods awaiting shipment or inventory that is not available for immediate sale must be contained within a portion of the yard organized for storage of the selected items, contained in an enclosed structure or located behind an opaque fence that screens them from public view.
 - (5) Impound. Vehicles and equipment stored on public property or the premise of a business contracted by the city to store impounded vehicles and equipment.
 - (6) Building construction. Building construction materials and equipment may be stored on a property with issuance of a valid building permit.
 - (7) Vehicles and equipment. Vehicles and equipment located on a premise other than a salvage or junk yard that are inoperable and being retained for restoration or salvage of parts may not be stored outside and must be stored in a fully enclosed structure. Parking a vehicle or piece of equipment outside while actively working on it may be permitted. Application must be made to the city and a time limited permit will be issued. (a) ~~Nuisance declared.~~
- ~~(1) It is declared a nuisance and it is unlawful for any person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee, or otherwise to store, or permit the storage or accumulation in or upon any private property within the city or upon the one half of any street or alley lying next to the property or upon the sidewalks, boulevards or berms abutting thereon of any of the following items:~~
- ~~a. Junked, wrecked, partially dismantled, inoperative, discarded or abandoned vehicles.~~
 - ~~b. Iron, steel and other salvage materials.~~
 - ~~c. Tires, dilapidated or defunct machinery and equipment of any kind.~~
 - ~~d. Building and construction materials of any kind.~~
 - ~~e. Trash, rubbish or junk of any kind.~~

- (2) — Further, it is unlawful for any person to store or cause the storage, to deposit or cause to be deposited any of the items in subsection (a)(1) of this section in or upon any publicly owned property, or upon any street, alley, sidewalk, boulevard or berm.
- (b) — *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- Building and construction materials* means litter, refuse, salvage material, inert waste, loose lumber and construction materials, provided that building and construction materials to be used within six months for construction on the premises, where properly authorized by a building permit, may be kept if stored at least 18 inches off the ground and not closer than 48 inches to any wall or fence.
- Inoperable* means a condition of being junked, wrecked, wholly or partially, dismantled, discarded, abandoned or unable to perform the functions or purposes for which a vehicle was originally constructed.
- Salvage material* means material which is obtained from construction and building jobs, including blocks of lumber, splinters, planks, stakes, bits of brick, inert waste, rocks and cement blocks, which are the residue and residuals of a construction project.
- Vehicle* means any automobile, truck, tractor or motorcycle which as originally designed contained an engine, regardless of whether it now or at any time contained an engine.
- (c) — *Inoperable vehicles.* Any one of the following conditions shall raise the presumption that a vehicle is inoperable: ~~(1) Absence of a legally sufficient and valid registration tab or plate upon such vehicle. (2) Placement of the vehicle or parts thereof upon jacks, blocks, chairs or other supports. (3) Absence for more than 30 days of any one or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways of the city and state.~~ (d) — *Exceptions.*
- (1) — The provisions of this section shall not apply to:
- a. — A vehicle in an enclosed building;
- b. — A vehicle on the premises of a business enterprise operated in a lawful place and manner and in compliance with the zoning regulations of the city, when such vehicle is necessary to the operation of such business enterprise; or
- c. — Any vehicle in an appropriate storage place on a depository maintained by the city.
- (2) — A vehicle necessary to the operation of such business does not include a vehicle owned by said business which is junked, wrecked, dismantled, inoperative or which does not have affixed thereto a legally sufficient current registration tab or plate, unless such vehicle is part of a junk or salvage yard which is operated in compliance with the zoning regulations of the city.
- (e) — *Violation.* Any person, owner, agent or occupant of any private property which is in violation of this section is guilty of an infraction.

Sec. 16-3-10. Notice ~~of junk or junk vehicle~~ to remove nuisance; action upon noncompliance.

- (a) The chief of police, code enforcement officer or other designated agent for the city is authorized and empowered, through personal contact or by telephone, letter, or other means, to notify the owner, tenant, occupant, lessee or agent of the owner of any property within the city to abate and remove the ~~trash~~ refuse or, rubbish, junk or junk vehicle found accumulated, lying or located on such

property or upon the one half of any street or alley lying next to the property or upon the boulevard or berm abutting thereon. Such notice, as provided in this article, shall give the owner, occupant or agent a ~~minimum of five days~~ reasonable time, based on the severity of the threat to the health and safety of the general public, to abate or remove the nuisance caused by the accumulation of ~~trash, refuse or, rubbish, junk or junk vehicle.~~ The chief of police ~~agent for the city shall~~ may cause to be posted upon the premises or vehicle or inserted in the official newspaper for the city such official notices as the ~~officer~~ agent for the city may deem necessary in furtherance of this article.

(b) Upon the failure, neglect or refusal of any owner, tenant, occupant, lessee or agent of the owner, so notified to abate and remove the nuisance ~~caused by the accumulation of trash, rubbish, junk or junk vehicle,~~ the chief of police ~~agent for the city is authorized and empowered to pay for~~ arrange to the abatement and removal of the trash, rubbish, junk or junk vehicle nuisance. ~~If, within five days after the date of any letter containing such notice is returned to the city because of inability to make delivery thereof, provided that the same was properly addressed to the last known address of such owner, occupant or agent of the owner, and, if the chief of police is unable to contact such owner, occupant, or agent by telephone after reasonable effort, the chief may also pay for the abatement of the nuisance or order its removal by the city.~~ The costs of abatement of the nuisance by the removal of the accumulated trash, rubbish, junk or junk vehicle which are incurred by the city shall be certified by the chief to the city auditor for assessedment against the property. Computation of the city's costs shall include the actual costs of the work plus any legal costs, a 10% administrative charge and a 25% penalty charge.

Sec. 16-3-14. Violation.

Violation of this article is an infraction.

By: _____
Arlyn Van Beek, President
Board of City Commissioners

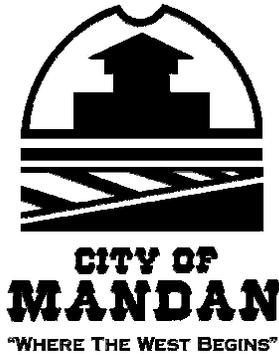
ATTEST:

James Neubauer, City Administrator

First Consideration:

December 15, 2015

Second Consideration and Final Passage:



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 15, 2015
PREPARATION DATE: December 15, 2015
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider calling for a Public Hearing on a Special Assessment Policy

STATEMENT/PURPOSE: To call for a public hearing on a special assessment policy created by city staff that will outline the standard procedures for creating and distributing costs within special assessment districts.

BACKGROUND/ALTERNATIVES: During the 2015 legislative session, the Legislature added a new section to the NDCC that requires the governing body of each city with a population exceeding 10,000 people to adopt written assessment policies. City staff has been working on a special assessment policy to be presented at the public hearing for comment on January 19th. A public hearing on those policies is required with the adoption of policies only after that public hearing.

ATTACHMENTS:

FISCAL IMPACT: None

STAFF IMPACT: Minimal

LEGAL REVIEW: The city attorney has been kept up to date in this process.

RECOMMENDATION: Call for a public hearing on the newly introduced special assessment policy.

SUGGESTED MOTION: Move to call for a public hearing at 5:00 pm on January 19th on the newly introduced special assessment policy.