

AGENDA
MANDAN CITY COMMISSION
FEBRUARY 18, 2014
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:00 P.M. (SPECIAL TIME)
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 February 4, 2014 Board of City Commission meeting.
- E. PUBLIC HEARING:
1. Public Hearing to consider for approval zoning change for Schaff's Industrial Park.
- F. BIDS:
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
2. Consider approval of Safe Routes to School Cost Participation and Maintenance (CPM) Agreement.
3. Consider approval of out of state travel for Wastewater Plant Superintendent, Steve Himmelspach.
4. Consider proclaiming May 17, 2014 as National Kids to Parks Day in the City of Mandan.
5. Consider approval of an Assessor Error – Missed 2-year tax exemption for Sarah Ell.
6. Consider approval of unused annual leave carryover for employee, Nancy Moser.
7. Consider approval of games of chance for Huff Hill Ski Patrol at Dean's Steak House on March 1, 2014.
8. Consider approval of Class WB liquor license for Buffalo Commons Brewing Co., LLC at 2307 Memorial Highway.
- H. OLD BUSINESS:

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Mandan City Commission
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I. NEW BUSINESS:

1. Introduction of new employee Krissy Pfeifer, Assistant Finance Director (Finance Department).
2. Consider approval of Engineering Services Agreement with KLJ Engineering for Design and Pre-bid Services for Federally Funded Street Improvement Projects.
3. Consider Growth Fund Committee recommendation for interest buy-down guidelines.

J. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance No.1179 an Ordinance to amend and reenact Section 21-03-02 of Ordinance 1088 of the Mandan Code of Ordinances relating to district boundaries and zoning map.
2. First consideration of Ordinance No.1180 an Ordinance to Amend and Re-enact Section 13-21-02, and Section 19-06-03 of the Mandan Code of Ordinances.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. March 4, 2014
2. March 18, 2014
3. April 1, 2014

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 February 4, 2014 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota.

Commissioners present were Van Beek, Tibke, Rohr, and Braun. 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: Commissioner Frank and Business Development and Communications Director Huber.

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

C. PUBLIC COMMUNICATIONS: Mayor Van Beek invited anyone to come forward to address items on the Agenda. A second announcement was made to speak for or against items 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 regular meeting held January 21, 2014.* Commissioner Braun moved to approve the minutes as presented. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

1. *Consider for approval the award of the Concrete and Asphalt crushing project at the Landfill to Kraemer Trucking and Excavating, Inc.* Director of Public Works Wright presented a request to award the bid for concrete and asphalt crushing at the landfill. He stated there were 3 bids received and 2 of the bidders came in with identical bids. City Attorney Brown suggested inviting the 2 bidders to a meeting and to award the bid based on a coin-flip. Kraemer Trucking and Excavating, Inc. won the coin-flip. He recommended awarding the project to Kraemer Trucking and Excavating – not to exceed the \$50,000 budget.

Commissioner Rohr moved to approve the bid award of the Concrete and Asphalt crushing project at the Landfill to Kraemer Trucking and Excavating, Inc. in the amount of \$50,000. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present. The motion passed.

G. CONSENT AGENDA

1. *Consider approval of the following Exemptions/Abatements: (i) Disabled Veteran Exemption – DuWayne Houn (ii) Complete Reassessment of Property – Duane Wilhelm (iii) Remove Partial Value due to Demolished Bldg. – Developers, LLC (iv) Assessor Error: Remove Structure Value due to Fire Damage to Mobile Home – Jared Ohlhauser.*

2. *Consider approval of games of chance for Prairie Learning Center at Dean's Steak House on February 16, 2014.*

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider for approval the Advertisement for Bids for the Mandan Water Meter Improvements Project.* Ken Weber, AE2S, stated he discussed this matter with Finance Director Welch and Director of Public Works Wright, prior to bringing it to this Board. The request is to put the water meter project out for bids. He indicated that he would like to begin advertising next week. He further explained that this project was initially started in July 2013 with a review of what the City had in place at that time. He said that he presented this project previously in August 2013 and the costs at that time were estimated to be \$2.4 million and that there has been no significant cost changes since that time. He explained that they are ready to move forward with the bid process. Their plans are to bring bid proposals to the City Commission on March 18th, with plans to start the project the first or second week of April with an anticipated completion date of January 2015.

Commissioner Rohr motioned to approve the Advertisement for Bids for the Mandan Water Meter Improvements Project. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider approval of Administering a Deadline for Street Improvement District Requests.* Planning & Engineering Director Froseth stated that at the end of the 2013 construction season six (6) street improvement projects did not meet their contractual completion deadlines. Of the six (6) projects, one bid was made in May, one in June, two in July, and two in August. Each project had its own set of conditions. However, because of the late start in planning and the underground infrastructure construction not being completed until late summer, the street improvement projects were pushed back to a short window for construction. Also, due to the high amounts of rain received in September and October it was not reasonable to make the deadlines.

The City Engineer's office believes it is necessary to establish a deadline for bid dates for these types of projects. This will ensure the developers and engineers know the date they need to get their projects submitted for Street Improvement District, (SID), consideration. He said that after discussions with the developers and engineers, it was decided to consider the date of July 1st as the date for which project bids would need to be opened by in order to participate in a Street Improvement District. If the July 1st deadline is selected that would require the plans and specs be approved at or before the June 3, 2014 City Commission meeting. The options will remain for the developers to build their streets

outside of a lot assessed SID if they choose to and they would not be bound by the deadline.

Mayor Van Beek stated this is a move in the right direction and this is an opportune time for the Commission to consider getting back together with the developers and realtors in order to have further discussions about taking some of the weight off the city specials and putting costs back on the developers. Planning and Engineering Director Froseth indicated that their department would look forward to participating in those discussions as well.

Commissioner Rohr moved to approve of administering a bid opening date deadline for assessed Street Improvement District projects of July 1, 2014, for the 2014 projects. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

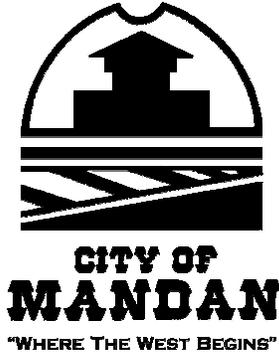
J. RESOLUTIONS AND ORDINANCES:

K. OTHER BUSINESS

There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 5:42 p.m. Commissioner Rohr 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: February 18, 2014
PREPARATION DATE: February 10, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider for approval zoning change for Schaff's Industrial Park

STATEMENT/PURPOSE: Consider for approval zoning change for Schaff's Industrial Park.

BACKGROUND/ALTERNATIVES: The Office – Bank Group is not listed in the MC Industrial District as an allowed use. It is listed in the CB Commercial District as an allowed use. The change will increase the options for types of tenants that can occupy the buildings. Office is a low intensity use. This is technically a “down zoning”.

The Planning and Zoning Commission voted unanimously at their January 27, 2014 meeting to recommend approval of this zoning change.

ATTACHMENTS:

1. Map
2. Ordinance
3. P & Z Staff Report

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: The Engineering and Planning Office recommends approval.

PROPOSED MOTION: Based on the recommendation of the Planning and Zoning Commission, move to approve the first reading of Ordinance 1179.

ORDINANCE NO. 1179

**AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF
ORDINANCE 1088 OF THE MANDAN CODE OF ORDINANCES
RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.**

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

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

The following described property located within the City of Mandan, Morton
County, North Dakota shall be excluded from the MC (Industrial) zoning and shall be
included in CB (Commercial) namely,

Lot 1, Block 1, Schaff's Industrial Park 1st Addition

and as so amended said section is hereby reenacted. The city administrator is authorized
and directed to make the necessary changes upon the official zoning map of the city in
accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

Public Hearing:	<u>February 18, 2014</u>
First Consideration:	<u>February 18, 2014</u>
Second Consideration and Final Reading:	<u>March 4, 2014</u>
Publication Date:	_____
Recording Date:	_____

Mandan Planning and Zoning Commission Agenda Item
 For Meeting on January 27, 2014
 Mandan Engineering and Planning Office Report

Schaff's Industrial Park

Requested Action
 Change zoning from MC to CB to allow office uses

Reason for Action
 MC does not allow offices, CB does

Staff comments
 The Office – Bank Group is not listed in the MC Industrial District as an allowed use. It is listed in the CB Commercial District as an allowed use. The change will increase the options for types of tenants that can occupy the buildings. Office is a low intensity use. This is technically a “down zoning”.

All utilities exist at the site.

Application Details				
Applicant Steve Oostenink	Owner PKT Properties LLC	Subdivision Schaff's Industrial Park	Legal Description Lot 1, Block 1, Schaff's Industrial Park 1 st Addition	
Location 2020 3 rd St. SE (at Riverwood Ave. SE)		Proposed Land Use Heavy commercial	Parcel Size 2.23 acres	Number of Lots 1
Existing Land Use Commercial/industrial	Adjacent Land Uses Commercial/industrial & mobile home park	Current Zoning MC	Proposed Zoning CB	Adjacent Zoning CB, CC, MB, MC
Fees 250	Date Paid 12/18/2013	Adjacent Property Notification Sent	Legal Notices Published	

Agency & Staff Comments	
USPS No Comments	NDDOT No Comments
Morton County Assessor/Recorder/Auditor No Comments	Morton County Emergency Management No Comments
Morton County Engineer No Comments	Morton County Planning No Comments
Mor-gran-sou No Comments	Montana Dakota Utilities No Comments
School District No Comments	Park District No Comments
MPO No Comments	Fire Department No Comments
Building & Assessing No Comments	Police Department No Comments
Water No Comments	Wastewater No Comments
Streets No Comments	Solid Waste No Comments

Engineering & Planning

The parcel to the northwest is zoned CB. Some issues have been raised by NDDOT concerning proposed relocation of access to the site but it does not affect rezoning. The issue will be addressed when a formal

Board of City Commissioners

Agenda Documentation

Meeting Date: February 18, 2014

Subject: Consider for approval the Rezoning of Schaff's Industrial Park

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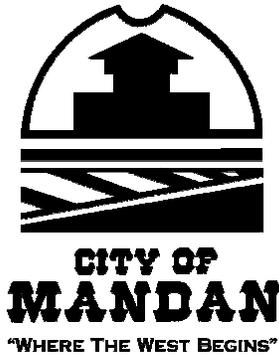
site plan is prepared and building permits are requested. The site is virtually flat with mixed use development existing on the north and east. There is mixed use development to the south across 3 rd St. SE. Riverwood Ave. SE is the west boundary of the site.
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Engineering & Planning Recommendation
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No issues with rezoning

Proposed Motion

Move to recommend approval of rezoning as proposed
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Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 13, 2014
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth
SUBJECT: Safe Routes to School CPM Agreement

STATEMENT/PURPOSE: To consider approval of the Safe Routes to School project Cost Participation, Construction, and Maintenance (CPM) Agreement.

BACKGROUND/ALTERNATIVES: With the construction of a new elementary school in northwest Mandan, projected to open in the fall of 2014, there are concerns with youngsters crossing Old Red Trail. To address this, an application was submitted to the NDDOT's Safe Routes to School grant program. The project was successful in obtaining funding. 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. The local share of this project is to be funded by Mandan Public Schools. A copy of the CPM Agreement is available upon request.

ATTACHMENTS:

- 1) Project Location Map
- 2) CPM Agreement with Risk Management Appendix handed out separately.

FISCAL IMPACT: Mandan Public Schools will be funding any portion of the project not covered by the SRTS grant.

STAFF IMPACT: Minimal

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

RECOMMENDATION: I recommend the City of Mandan approve the Safe Routes to School Cost Participation, Construction, and Maintenance (CPM) Agreement.

SUGGESTED MOTION: I move that the City of Mandan approve the Safe Routes to School Cost Participation, Construction, and Maintenance (CPM) Agreement.



NDDOT Contract No. 38140165

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
SAFE ROUTES TO SCHOOL FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT	
CFDA No: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Administration
NDDOT Program Mgr.: Pam Wenger	Telephone: 701-328-4787
Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.	

For NDDOT use only.	FHWA Authorization date:
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Project No. SRU-1-988(036)047 City of MANDAN
Location: SRTS MANDAN
Type of Improvement: SIDEWALKS, SIGNING, MARKING, & INCIDENTALS

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

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

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

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

Federal funds obligated for this project shall not exceed 100 percent of the total eligible project cost up to a maximum of \$184,800.00. The balance of the project cost is the obligation of the City.

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

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

PART I



City Obligation:

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

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

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

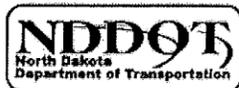
The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure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

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

PART II

Contracting and Construction:

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



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

PART III



Post Construction:

After the project is completed the City agrees to:

1. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
2. Provide maintenance to the completed project at its own cost and expense.
3. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

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

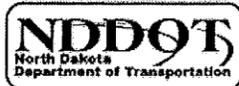
If the City fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the City, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the City out of the highway tax distribution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

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the City who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the City shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the City, and such officer, employee, or person has not participated in such acquisition for and in behalf of the City.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. NDDOT requires contracts executed with counties, cities, other state agencies, and Indian tribes to comply with OMB Cir. A-133.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

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

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

7. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been



Board of City Commissioners
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indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

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

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

APPROVED:

 CITY ATTORNEY (TYPE OR PRINT)

 SIGNATURE

 DATE

City of _____
 *

 NAME (TYPE OR PRINT)

 SIGNATURE
 *

 TITLE

 DATE

ATTEST:

 CITY AUDITOR (TYPE OR PRINT)

 SIGNATURE

 DATE

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

APPROVED as to substance:

NORTH DAKOTA
 DEPARTMENT OF TRANSPORTATION

 LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

 SIGNATURE

 DATE

 DIRECTOR (TYPE OR PRINT)

 SIGNATURE

 DATE

*Mayor or President City Commission

CLA 2001 (Div. 38)
 L.D. Approved 3-15-10; 12-13



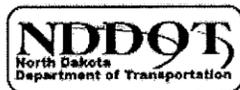
**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

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 shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

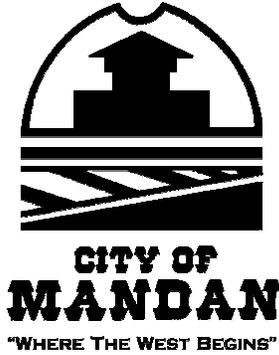
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or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

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

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

RM Consulted 2007
Revised 5-09





Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 13, 2014
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth
SUBJECT: Safe Routes to School CPM Agreement

STATEMENT/PURPOSE: To consider approval of the Safe Routes to School project Cost Participation, Construction, and Maintenance (CPM) Agreement.

BACKGROUND/ALTERNATIVES: With the construction of a new elementary school in northwest Mandan, projected to open in the fall of 2014, there are concerns with youngsters crossing Old Red Trail. To address this, an application was submitted to the NDDOT's Safe Routes to School grant program. The project was successful in obtaining funding. 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. The local share of this project is to be funded by Mandan Public Schools. A copy of the CPM Agreement is available upon request.

ATTACHMENTS: 1) Project Location Map

FISCAL IMPACT: Mandan Public Schools will be funding any portion of the project not covered by the SRTS grant.

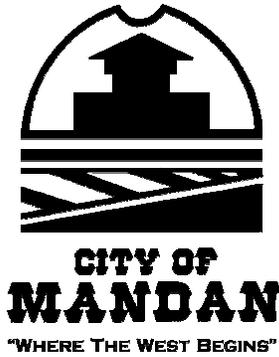
STAFF IMPACT: Minimal

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

RECOMMENDATION: I recommend the City of Mandan approve the Safe Routes to School Cost Participation, Construction, and Maintenance (CPM) Agreement.

SUGGESTED MOTION: I move that the City of Mandan approve the Safe Routes to School Cost Participation, Construction, and Maintenance (CPM) Agreement.





Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 12, 2014
SUBMITTING DEPARTMENT: Wastewater Treatment Plant
DEPARTMENT DIRECTOR: Justin Froseth Planning and Engineering Director
PRESENTER: Justin Froseth
SUBJECT: Out of State Travel for EPA Pretreatment Workshop

STATEMENT/PURPOSE: To consider out-of-state travel permission for EPA Pretreatment Workshop.

BACKGROUND/ALTERNATIVES: The City of Mandan is required to have an EPA approved Industrial Pretreatment Program. EPA Region 8 and the Region 8 Pretreatment Association (R8PA) are developing a workshop to address the varied needs of municipal Pretreatment personal to implement the Pretreatment Regulations. Advanced to basic Pretreatment training, discussions, and presentations will be provided by local, state and federal government representatives, as well as experts from outside the government. The Workshop will be at the Edgewater Double Tree in Missoula MT. The Planning and Engineering Department would like to send Steve Himmelspach, Wastewater Plant Superintendent, to the conference on the week of May 5, 2014.

ATTACHMENTS: Conference registration and agenda pamphlet.

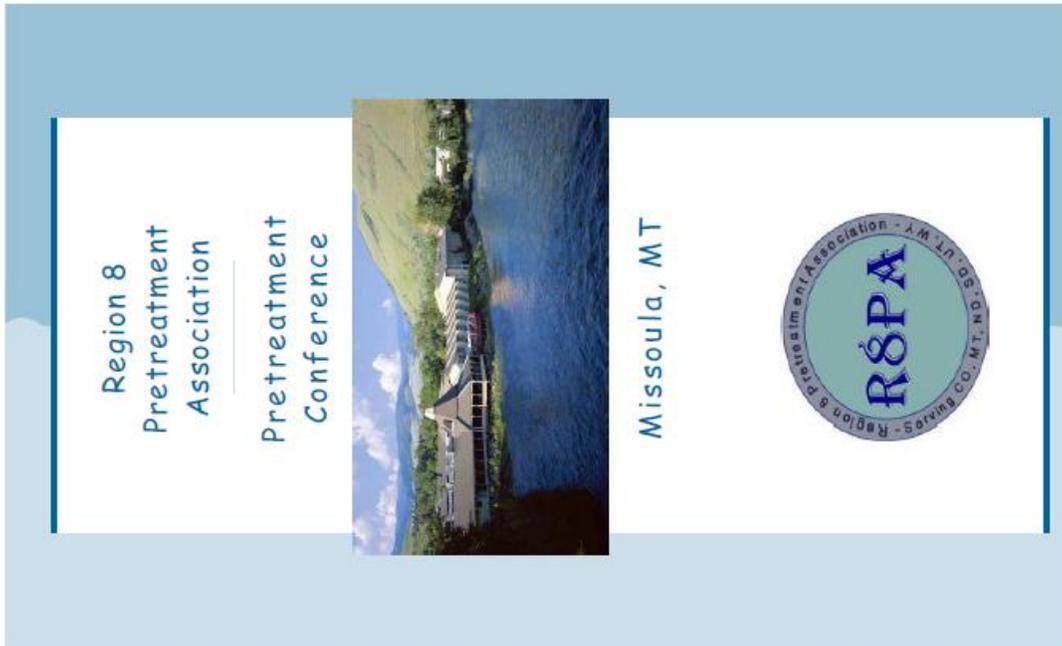
FISCAL IMPACT: Approved in the budget for 2014 is \$1,500.00 to attend the Pretreatment Workshop.

STAFF IMPACT: Minimal

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

RECOMMENDATION: I recommend to send Wastewater Plant Superintendent, Steve Himmelspach, to the EPA Pretreatment Workshop.

SUGGESTED MOTION: I move to send Wastewater Plant Superintendent, Steve Himmelspach, to the EPA Pretreatment Workshop.



EPA/R8PA
Pretreatment Conference
May 6-8, 2014

Name: _____ Name for Badge: _____
Agency/Organization: _____ Phone Number: _____
Mailing Address: _____
City, State Zip: _____
Email: _____

Registration Fee: Early Registration is \$190 if paid on or before April 9, 2014. After April 9, 2014 the registration will be \$225. This form and a check can be mail to: Jennifer Robinson: PO BOX 144870, Salt Lake City, Utah 84114-4870 or register online at R8PA.com via PayPal.
Make checks payable to R8PA

Please state if vegetarian meals or other dietary needs are needed: _____

**24th Annual
EPA Region 8 Pretreatment Association
Workshop
May 6, 7 and 8, 2014**

EPA Region 8 and the Region 8 Pretreatment Association (R8PA) are developing a workshop to address the varied needs of municipal Pretreatment personnel to implement the Pretreatment Regulations. Advanced to basic Pretreatment training, discussions, and presentations will be provided by local, state, and federal government representatives, as well as, experts from outside the government.

Conference Schedule

May 5: Registration 4:30 pm - 6 pm
May 6: Registration 6:30 am - 7:45 am
May 6: Platform Presentations 8 am - 5 pm
May 7: Training and Presentations 8am - noon
May 7: Networking Opportunities
May 8: Platform Presentations 8 am - 5 pm

**Workshop Location and Hotel
Information**

The Workshop will be held at the Edgewater Double Tree in Missoula, MT. A block of rooms is reserved for the Workshop attendees at the rate of \$87, plus taxes and fees per night.

Space is limited, so call early.

For reservations call the Edgewater DoubleTree Reservations Department at (406) 728-3100. Be sure to refer to the Region 8 Pretreatment Association Conference Group to get the group rate.

Reservations must be made by April 9, 2014 to guarantee the group rate.

Information & Resources

Registration Information

Registration can be completed by going to the R8PA website at R8PA.com via paypal or by contacting Jennifer Robinson at Region8PA@gmail.com or (801)536-4383. Early Registration is \$190 if paid on or before April 9, 2014. After April 9, 2014 the registration

Location Information

A map and directions to the Edgewater Double Tree can be found at <http://doubletree3.hilton.com/en/hotels/montana/doubletree-by-hilton-hotel-missoula-edgewater-RLMV-DT/maps-directions/index.html>

Planning for 2014 and 2015

For additional information or to be involved in the planning of the 2014 or 2015 Conference contact on for the following board members:

Jennifer Robinson, Chair: jenrobinson@utah.gov
Adam Butterfield, Vice Chair: adamb@jordanbasin.com
Tyler Dreenan, Secretary:
TDreenan@cherokeemetro.org
Dave Meyer, CO Member at Large (ML):
dmeyer@CityoWestminster.us
Lynora Rogstad, MT ML: LRogstad@ci.helena.mt.us
Bill Gefroh ND ML: bgefroh@state.nd.us
Jesse Neyens SD ML: jneyens@siouzfalls.org
Marlo Davis UT ML: mdavis@sbwrdr.org
Ali Bhutto WY ML: abhutto@cityofcasperwy.com



"WHERE THE WEST BEGINS"

CITY OF MANDAN

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

CITY DEPARTMENTS

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

National Kids to Parks Day Proclamation Saturday, May 17, 2014

WHEREAS, May 17th is the fourth National Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

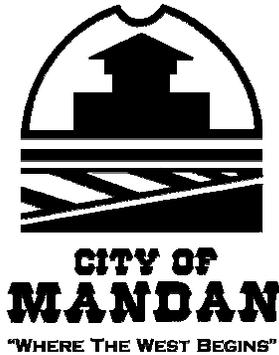
NOW, THEREFORE, I, Arlyn Van Beek of Mandan, ND, do hereby proclaim to participate in **National Kids to Parks Day**. I urge residents of Mandan to make time May 17th, 2014, to take the children in their lives to a neighborhood, state or national park.

Signed this 18th day of February, 2014.

Arlyn Van Beek, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: January 31, 2014
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Shirley Shaw, City Assessor
PRESENTER: Shirley Shaw, City Assessor
SUBJECT: Assessor Error - Missed 2-Year Tax Exemption for Sarah Ell

STATEMENT/PURPOSE: Missed due to assessor error the second part of the 2-year tax exemption for new construction of a residential structure for the year 2013.

BACKGROUND/ALTERNATIVES: Ms. Ell qualifies for an exemption of the second \$75,000 of structure value on a new single family dwelling.

This parcel is also known as Lot 5, Block 1, Koch's Lakewood Villas Addition at 2504 Nash Lane SE, Unit 1, on Parcel #10903.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$1,118

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the missed exemption for the second \$75,000 of structure value for the year 2013 on a newly constructed single family dwelling due to all qualifications being met.

SUGGESTED MOTION: I recommend a motion to approve the missed 2-year property tax exemption due to assessor error of the second \$75,000 of structure value for the year 2013 on a newly constructed single family dwelling.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 18, 2014

Subject: Assessor Error - Missed 2-Year Tax Exemption for Sarah Ell

Page 2 of 3

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1st of the year following the year in which the tax becomes delinquent.

State of North Dakota

County of Morton

Name ELL SARAH

Address 2504 NASH LN SE UNIT 1

Legal Description of the property involved in this application LOT 5 UNIT 1

Property ID Number

City 10903

County 65-6104253

Block: 1

KOCH'S LAKEWOOD VILLAS

Total true and full value of the property described above for the year 2013 is:

Land \$10,600
Improvements \$148,000
Total (1) \$158,600

Total true and full value of the property described above for the year 2013 should be:

Land \$10,600
Improvements \$73,000
Total (2) \$83,600

The difference of \$75,000 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
2. Residential or commercial property's true and full value exceeds the market value
3. Error in property description, entering the description, or extending the tax
4. Nonexisting improvement assessed
5. Complainant or property is exempt from taxation (Attach a copy of Application for Property Tax Exemption)
6. Duplicate assessment
7. Property improvement was damaged by fire, flood or tornado (see N.D.C.C. § 57-23-04(1)(g))
8. Error in noting payment of taxes, taxes erroneously paid
9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Application)
10. Other (Explain) NDCC 57-02-08 2 YEAR PROPERTY TAX EXEMPTION ON NEW SINGLE FAMILY HOME

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go to question #5.

- 1. Purchase price of property: \$ Date of Purchase:
Terms: Cash Contract Trade Other (explain)
Was there personal property involved in the purchase price? Estimated value: \$
2. Has the property been offered for sale on the open market? If yes, how long?
Asking price: \$ Terms of sale:
3. The property was independently appraised: Purpose of appraisal:
Market value estimate: \$
Appraisal was made by whom?
4. The applicant's estimate of market value of the property involved in this application is \$
5. The estimated agricultural productive value of this property is excessive because of the following condition(s):

The Applicant asks that WE ABATE THE TAXES FOR A 2 YEAR PROPERTY TAX EXEMPTION THAT WAS MISSED FOR 2013.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) Date

Signature of Applicant

Date

Board of City Commissioners

Agenda Documentation

Meeting Date: February 18, 2014

Subject: Assessor Error - Missed 2-Year Tax Exemption for Sarah Ell

Page 3 of 3

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

On _____ the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that he application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application for the following reason(s): _____

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid(if paid)	Payment Made Under Written Protest? yes / no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

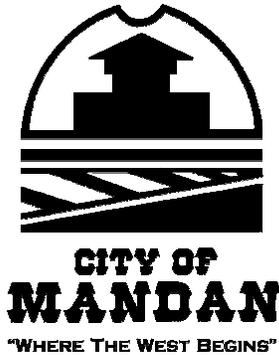
Date

Application For Abatement
And Settlement Of Taxes

Name of Applicant

County Auditor's File No.

Date Application Was Filed
With The County Auditor



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 14, 2014
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth
SUBJECT: Unused Annual Leave Carryover

STATEMENT/PURPOSE: To consider allowing additional leave carryover in unusual circumstances.

BACKGROUND/ALTERNATIVES: Due to staffing changes/shortages in the Planning and Engineering office in 2013, Nancy Moser has been unable to utilize leave in a manner in which she intended.

Her anniversary date is March 12, and Nancy has approximately 40 hours of time over and above the 120 that we are allowed to carry over that would be lost. Thus I am asking that she be allowed to carry over the additional time past her anniversary date. She would be subject to the 120 hour carryover limit on March 12, 2015.

ATTACHMENTS: n/a

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW:

RECOMMENDATION: I recommend that Nancy Moser be allowed to carryover an additional 40 hours of annual leave for a one year period.

SUGGESTED MOTION: I move that Nancy Moser be allowed to carryover an additional 40 hours of annual leave for a one year period.



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

Consent No. 7

Type: Local Permit * Charity Local Permit

Permit Number
2014-12

Name of Organization Huff Hill Ski Patrol		Date(s) Authorized (Read instruction 2) 3/1/2014 to 3/1/2014 Beginning Ending	
Contact Person Richard Perkerewicz	Business Phone Number (701) 315-0074		
Mailing Address 2547 7th Street Sw	City Washburn	State ND	Zip Code 58577-0000
Site Name Deans Steakhouse	Site Address 2815 Memorial Highway		
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 checked="" 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 2/12/2014	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor <i>Sgt. Gruebele</i>	Printed Name of City or County Auditor Jay Gruebele	Auditor Telephone Number (701) 667-3250

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

cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

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

Corporation Liquor License Application

1. Type of License:

Liquor On-Sale _____ Off-Sale _____ Class: A B C D D I E F W B M P D Y
(Circle One)

Beer On-Sale _____ Off-Sale X Class: A B C D D I E F (W B) M P D Y

2. Duration of License: Annual: (July 1, _____ to June 30, _____)
Part of Year from: March 1, 2014 To June 30, 2013.

3. Name of Business Establishment at which license will be used:
Buffalo Commons Brewing Co. LLC

4. Corporate Identification Information: Please complete all of the following:

- a. Name of Corporation: Buffalo Commons Brewing Co LLC
- b. Date of Incorporation: Jan 2012
- c. State of Incorporation: ND
- d. Amount of Authorized Capital Stock: _____
- e. Amount of Paid Capital: \$68,000
- f. If, subsidiary, Name of Parent Corporation: _____
- g. Purpose of Incorporation: Manufacturing beer

5. Description of Licensed Premises: Address: 2307 Memorial Highway units 1 & 2

Legal Description: (Lot & Block): Lot 2, Block 001 Mulhaver 1st, .85 acre 198A
(Also Submit on an attached page a Diagram of the physical layout of the licenses premises including, A minimum: doors, storage areas, & areas where liquor/beer is purchased and consumed.)

6. List Names, Current Addresses, and Dates of Birth, ages & citizenship of all the Officers, Directors, Managers, Agents, and all Persons Holding 1% or more of the Capital Stock in the Corporation. (Note: Separate Notarized List of each individual's Name, Social Security Number and Addresses for last 5 years is required, the Privacy of which will be maintained by City but is required for Background Check:
attached

7. List Names, Current Addresses, Dates of Birth, ages & citizenship of All Persons Who will have charge, management or control of the establishment for which the license is requested. (Note: Separate Notarized List of each individual's Name, Social Security Number and Addresses for last 5 years is Required, the Privacy of which will be maintained by City but is required for Background Check:
same as #6

8. Name of Individual who is to be in Charge of the Day-to-Day Operations and management of the licensed premises: and will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises:

Name: Ted Hoffman Address: 1714 N Bell Street

City: Bismarck State: ND Age: DOB: Citizenship:

If naturalized, give date and Place of Naturalization:

List all Other Places of Residence within last 5 Years: none

9. List the occupations and employers of each of the individuals listed in answer to questions 6, 7 and 8 during the last 5 years. (Use a separate page to answer this question). attached

10. Ownership/Lease: If licensed premises is owned by Applicant, provide date of purchase.
(If licensed premises is leased, attach copy of executed and dated Lease.) attached

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

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

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

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

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

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

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

thereto, as well as all applicable laws of the State of North Dakota, and the United States Government and that said Corporation, its officers, directors and employees will not permit the violation of any law, rule or regulation on the premises at which the license is authorized. I further certify that the corporation, its officers and directors acknowledge that this license will only authorize the retail sale of liquor, including beer, wine and other spirits as defined by the North Dakota Century Code, at the premises designated in this application and depicted on the attached diagram.

I do further certify and affirm on behalf of the corporation, its officers, directors and employees that the corporation will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, or anyone who is under the influence or an habitual drunkard and that I will accept any penalty including suspension or revocation of license for any violation of said prohibited sales.

I do further certify and affirm that the applicant corporation, its officers and directors understand and acknowledge that any license granted under this application confers no property right to the applicant or licensee, and that said license will not be transferable except by specific authority of the Mandan Board of City Commissioners.

I do further certify and affirm that the applicant corporation, its officers, directors and employees do hereby consent to the entry of any city official (including administrative, building, zoning health and fire officials) and its police officers upon the premises described herein at any hour of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this applicant relating to the operation of the premises, and purchase and sale of alcoholic beverages. I further certify and affirm that the corporation, its officers, directors and employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of a search warrant, and the Applicant does hereby agree that such inunities shall never be claimed by them, and that such entry, inspection, search and seizure may be made at any time without a search warrant, which waiver of rights is acknowledged to be a condition of licensure.

Dated at Mandan, North Dakota, on this 12 day of February, 2014

By: Wade Hoff
Its: _____

Attest:

By: _____
Its: _____

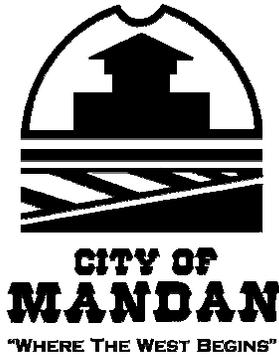
STATE OF NORTH DAKOTA)
 Burlingh) ss.
COUNTY OF MORTON)

I, Ted Hoffman, being first duly sworn, deposes and says that he/she is the individual who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions and agreement of right to entry by city personnel, that he/she has read each question and statement contained therein and knows the contents thereof to be true and accurate, and that he/she has furnished the answers set forth in said application, and that each one of said answers is true to the best of this knowledge.

Subscribed and sworn to before me on this 12 day of February, 2014

(Notary Seal)

Joan Regan



New Business #1

Board of City Commissioners Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 12, 2014
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch
SUBJECT: Introduction of Krissy Pfeifer, Assistant Finance Director (Finance Department)

STATEMENT/PURPOSE:

Introduction of Krissy Pfeifer, Assistant Finance Director (Finance Department).

BACKGROUND/ALTERNATIVES:

Krissy has worked in public accounting for the past 9 ½ years, the past 7 years for Eide Bailly in Bismarck as an auditor in the Healthcare Industry. Her responsibilities included supervising and reviewing audits, preparation and analysis of financial statements, board presentations and representing the firm on industry committees.

Krissy grew up in West Fargo and graduated from NDSU with a Bachelor of Accountancy degree. While attending college she worked at Butler Machinery in their accounting department. After graduation she moved to Minneapolis and worked for a CPA firm for two years doing both audit and tax work.

Krissy and her husband, who is an engineer at the ND DOT, have three young children (2 boys and 1 girl) ages 6, 3 and 1 and a yellow lab.

Most of her spare time is spent hanging out with her children teaching them how to play sports, doing arts and crafts and trying to be outdoors as much as possible. Krissy also enjoys shopping, garage sales, reading, keeping up to date with current events and watching most all sporting events, especially NDSU Bison football.

Krissy joined the City on January 14, 2014.

ATTACHMENTS:

N/A

FISCAL IMPACT:

The Board of the City Commissioners approved this new position in the 2014 Budget.

STAFF IMPACT:

Krissy will be performing highly technical administrative work in the day-to-day operations of the Finance Department. She will assist the Finance Director in coordinating the functions of the office; promoting good relations with the public, other offices, agencies and companies; and ensuring compliance with city, state and federal financial regulations. Krissy will work under the general supervision of the Finance Director. She will also assist the Finance Director in providing general and/or close supervision of all staff within the Department.

LEGAL REVIEW:

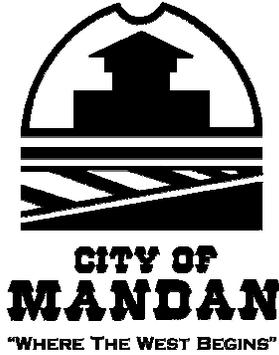
N/A

RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 14, 2014
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth
SUBJECT: Enter in to Engineering Service Agreement with KLJ Engineering

STATEMENT/PURPOSE: To enter in to Engineering Services Agreement for federally funded street improvement projects.

BACKGROUND/ALTERNATIVES: The city has been approved by the NDDOT local government division to construct three (3) street improvement projects this year. Over 80% of project cost to be funded by the urban roads program administered through the NDDOT. As such, the projects must go through the NDDOT bidding process, requiring the plans and specifications to adhere to their guidelines. In order to ensure that proper procedures are followed, the engineering department requested to advertise for hiring an engineering consultant to design these projects at the January 21st commission meeting.

Five (5) consulting firms submitted proposals in response to our Request for Qualifications (RFQ) advertised after the January 21st commission meeting. A selection committee comprised of several city staff members in Planning and Engineering as well as Public Works ranked each firm based on the criteria advertised in the RFQ. The end result was KLJ Engineering ranking highest based on the proposals received.

ATTACHMENTS: N/A

FISCAL IMPACT: Yet to be determined exactly. Typical cost for engineering design and preconstruction services for this type of project is 15% of total project cost.

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

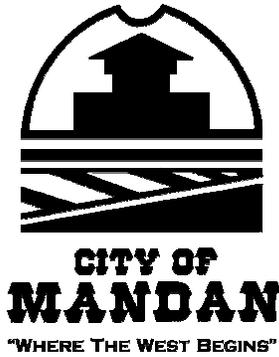
Meeting Date: February 18, 2014

Subject: Enter in to Engineering Service Agreement with KLJ Engineering

Page 2 of 2

RECOMMENDATION: Approve entering in to an Engineering Services Agreement with KLJ Engineering for federally funded street improvement projects.

SUGGESTED MOTION: I move to enter in to an Engineering Services Agreement with KLJ Engineering for federally funded street improvement projects.



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 14, 2014
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: MGF Recommendation on Interest Buy-Down Guidelines

STATEMENT/PURPOSE: To consider a Mandan Growth Fund (MGF) Committee recommendation for adoption of guidelines for interest buy-down assistance entities eligible for Bank of North Dakota programs.

BACKGROUND/ALTERNATIVES: The MGF met Feb. 11, 2014 and reviewed a second draft of interest buy-down guidelines. The proposed guidelines include background information on Bank of North Dakota programs that provide assistance to reduce an eligible borrower's rate of interest by as much as 5%. Eligible borrowers include primary sector businesses and businesses or entities that meet community needs. New within this latter category are affordable housing projects and licensed daycare projects.

The MGF has not received a lot of applications for BND interest buy-downs in the past. This is likely to change because of the new program provisions established in the last legislation session and because businesses seeking assistance had, in many cases, instead opted to apply for property tax exemption on a new or expanded property. The BND Flex PACE program is commonly used in many other North Dakota cities.

Previously approvals of interest buy-downs for Mandan projects had allowed for the local match to be provided as a grant. Information received through the Economic Development Association of North Dakota indicates that increasingly cities are requiring repayment of the local match after the term of the interest buy-down is complete. A 0% interest rate for the repayment of the local match is most common, but some cities do still provide the local match as a grant and others loan the funds at a higher interest rate such as 1-2%. The MGF recommends that a 0% interest loan be generally considered for the

local match for priority projects in the areas of primary sector businesses, retail, child care and affordable housing. The MGF recommends retaining within the guidelines the option of other terms depending upon the public benefit of the project. Having an established set of guidelines will allow potential applicants to better predict and evaluate the impact of this incentive tool.

ATTACHMENTS:

1. Proposed Interest Buy-Down Guidelines
2. BND PACE Summary
3. BND Flex PACE Summary
4. BND Flex PACE Affordable Housing Summary

FISCAL IMPACT: Any local match for interest-buy downs comes from the Growth Fund established with a portion of annual sales tax revenue.

STAFF IMPACT: Minimal.

LEGAL REVIEW: The proposed guidelines have been reviewed by Attorney Brown.

RECOMMENDATION: The MGF voted to recommend approval of the proposed interest buy-down guidelines.

SUGGESTED MOTION: I move to approve the proposed interest buy-down guidelines.

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%.

*Recommended for approval by Mandan Growth Fund Committee
Feb. 11, 2014*

PACE Program - (Partnership in Assisting Community Expansion)

The PACE Fund assists North Dakota communities to expand their economic base by providing for new job development.

This program has two major elements: (1) participation by BND with a local lender in a community based loan, and (2) participation by the PACE Fund with the local community in reducing the borrower's overall interest rate.

The PACE Program has expanded to include features outlined under the [Flex PACE Program](#) and [Biofuels PACE Program](#).



The documents on this page require [Adobe Acrobat Reader](#) to view and print. If you do not have Adobe Acrobat Reader installed, please click the link above to download the latest version free of charge.

Qualifying Requirements

Borrower - The borrower can be any person or entity whose business is in manufacturing, processing, value-added processing and targeted service industries. Targeted service industries are businesses involved in data processing, telemarketing, telecommunications, major tourist attractions, holding companies involved in leasing assets to entities otherwise defined as a PACE qualified business, and all other service companies and wholesalers that generate 75% or more of their sales outside of the state of North Dakota.

A holding company may qualify provided the benefit of the PACE buydown flows through to the lessee. The lessee will be responsible for satisfying the job creation requirements of the program. If no less than 40% of the space is used by the PACE qualified business, the entire requested loan amount for the facility will be deemed as a PACE qualified project, subject to all other requirements of the program.

Loan Limit - There are no maximum loan parameters for borrowing under this program.

Use of Proceeds - The proceeds of a loan may be used to purchase real property, equipment and certain working capital requirements. The program cannot be used to refinance any existing debt or for relocation within North Dakota.

Job Creation - 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 buydown will be prorated to reflect any partial fulfillment.

Variable or Fixed Interest Rate - Either a fixed or variable interest rate may be used in the loan participation.

Participation Requirements - BND will evaluate all requests under this program in the same manner as any regular bank participation. Therefore, qualifications, such as equity, collateral, and information requirements are determined on a case-by-case basis. Should BND approve the participation request,

BND's participation must be 50% to 0%.

Application Process

[Application](#) by a lead lender is required for BND's participation. See application for additional required documentation when submitting a request to BND.

- [Accountability Information release](#)
- [ecipient eport](#)
- [State rantor eport](#)
- [Business Incentive Agreement](#)

The lead lender is responsible for servicing the loan.

Interest Rate Buy own Participation

The second element of the PACE Fund combines the resources of the local community and the PACE Fund in buying down the interest rate on the loan.

Community Percentage Factor - A [community percentage factor](#) has been assigned to most communities within the state. This factor determines the amount of the PACE Fund's participation (5% to 5%) in the funding of the interest rate buy down. This factor is based on four economic conditions (taxable sales and purchases, employment, taxable valuation and population).

Buy own Funding - The PACE Fund may provide an interest rate buy down up to a maximum of \$300,000. In all cases, the buy down is matched by the community at the designated participation level described under Community Percentage Factor. In addition, the PACE Fund's participation is limited to the amount required to buy down the interest to the lower of 5% below the yield rate but in no event may the interest rate be more than 500 basis points below the national prime rate. The borrower's rate shall never fall below 1% at any time.

Community Buy own Funding - The community's portion of the buy down cannot be funded in any way, directly or indirectly, by the borrower or any individual or organization that has a financial interest in the borrower. The funds may come from a local development corporation, contributions, community funds or other community sources in the form of a grant or a loan. If the community provides its share of the PACE interest rate buy down as a loan, repayment of the loan shall not commence and no interest shall start to accrue until the PACE interest buy down has been fully expended. The community's contribution of direct cash, loans, equity, investments, land, property, or infrastructure may count towards the community's funding of its portion of the buydown.

Transfer of Funds - A trustee shall be appointed to act as the transfer agent for the buy down. Both the community and the PACE Fund will make periodic payments to the trustee to cover the interest rate buy down.

efault by the Borrower - If the borrower is in default under the loan agreements, the interest rate on the loan changes from the buy down rate to the original higher interest rate. The borrower shall accrue interest at the higher interest rate and all interest rate buy down funding is suspended until the loan is brought current.

Failure of the Community to Fund - If the community fails to fund any portion of its periodic payment, the PACE Fund's buy down payment shall continue and shall be shared by the lenders in proportion to their participation percentage in the loan. However, the community cannot apply for another PACE loan until its original PACE loan has been brought current. The community must prefund its entire portion of the buy down on any new loan prior to funding.

Fees

The lead financial institution may charge an origination fee of up to 1% of the total loan amount, which shall be shared with BND. A minimum PACE origination fee of \$250 is charged by BND and may be included in the origination fee.

For more information please contact us at

Bank of North Dakota
1200 Memorial wy
PO Box 550
Bismarck, ND 58101-550
701.32.5777
00.472.21 ext. 32.5777
TDD (Telephone Device for the Deaf) 00.43.31

Flex PACE Program

Qualified Businesses

The PACE family of programs at BND is designed to encourage specific types of economic activity within the state of North Dakota. In general terms, PACE provides an interest buy down that can reduce the borrower's rate of interest by as much as 5%.

The Flex PACE feature of the PACE program provides interest buy down to borrowers that do not fit into the traditional definition of a PACE qualifying business. Under Flex PACE, the community determines eligibility and accountability standards. Flex PACE allows communities the ability to provide assistance to borrowers with a business focus or need outside of the current requirements of PACE, such as jobs retention, technology creation with no new jobs, retail, smaller tourist businesses and essential community services.

Jobs Qualification

Job creation is not a requirement of Flex PACE, but jobs will be tracked for informational purposes.

Flex PACE Funding

The cumulative amount of PACE funds available per biennium under Flex PACE to a North Dakota community or an individual borrower will be determined by the Bank's Investment Committee. BND will provide up to \$100,000 of Flex PACE funds for regular projects, \$500,000 of Flex PACE funds for Affordable Housing Projects and up to \$300,000 for Licensed Child Care Projects.

Parameters

Existing PACE program parameters (ex. interest rate buy down maximum, community match, [community percentage factors](#), BND participation amount, default) apply.

For more information please contact us at:

Bank of North Dakota
1200 Memorial Hwy
PO Box 5509
Bismarck, ND 58506-5509
701.328.5777
800.472.2166 ext. 328.5777
TDD (Telephone Device for the Deaf) 800.643.3916



Purpose: This program is designed to assist in the financing of affordable multi-family housing units.

Eligibility:

1. Any project located in North Dakota
2. Program can be used in conjunction with other state or federal programs targeted to affordable housing.
3. Maximum of \$25,000 of BND interest buydown available per unit committed to affordable housing.
4. This program will be in effect until June 30, 2015.

Participation Amount: BND must participate in at least 50% of the loan but no more than 80%

Applicant: Any profit or non-profit borrower

Lead Lender: Any financial institution

Use of Proceeds: For the permanent financing of affordable multi-family housing units. BND may also be involved in the construction financing if the lead lender chooses.

Interest Rate: Either a fixed or variable rate may be used in the loan participation

Buydown Funding: The Flex PACE Fund may provide an interest rate buydown up to a maximum of \$500,000. The Community's share of the buydown is matched by the community at the designated participation level described under the Community Percentage Factor. An exception will be community made for Communities that have a Community Percentage Factor of 75% or higher to increase their percentage by an additional 5%. In addition, the Flex PACE buydown is limited to the amount required to reduce the interest to the lower of either 5% below the yield rate or 1%.

Fees: The lead lender may charge an origination fee of up to 1% of the total loan amount, which shall be shared with BND. A minimum Flex PACE origination fee of \$250 is charged by BND and may be included in the origination fee.

Loan Terms: Principal and interest payments will be required. Length of term, amortization, personal guarantees, and loan-to-value percentages to be negotiated between lead lender and BND on a case-by-case basis.

Collateral: First real estate mortgage and assignment of rents to be taken

Additional Requirements:

1. The interest buydown shall not exceed the projected amount of rental relief provided over the term of the affordable housing project.
2. The local housing authority or other local government agency will verify current market rates at the time of application and the rental concessions made as a part of the affordable housing loan request. The local group will provide annual verification of the borrower's affordable housing compliance.

For more information, contact **Tom Redmann** at **701.328.5671**.

ORDINANCE NO. 1179

AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF ORDINANCE 1088 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

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

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

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from the MC (Industrial) zoning and shall be included in CB (Commercial) namely,

Lot 1, Block 1, Schaff's Industrial Park 1st Addition

and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

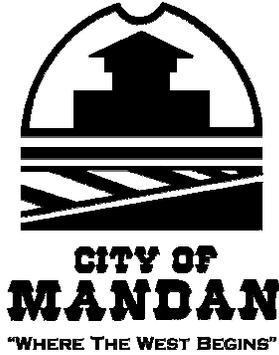
Public Hearing: February 18, 2014

First Consideration: February 18, 2014

Second Consideration and Final Reading: March 4, 2014

Publication Date: _____

Recording Date: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 18, 2014
PREPARATION DATE: February 12, 2014
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Dennis A. Bullinger
PRESENTER: Chief Dennis A. Bullinger
SUBJECT: An Ordinance To Amend and Re-enact Section 13-21-02, and Section 19-06-03 of the Mandan Code of Ordinances.

STATEMENT/PURPOSE: To consider an ordinance related to e-cigarettes.

BACKGROUND/ALTERNATIVES: Ordinance NO. 1180 is a suggested revision and passing of amendments to sections 13-21-02 of the Mandan Code of Ordinances relating to Tobacco Products and Offenses Involving Minors. The amendments to sections 13-21-02 and 19-06-03 will ban selling or providing e-cigarettes to people under the age of eighteen.

Bismarck passed a similar ordinance on February 11, 2014 which was well received.

ATTACHMENTS: Ordinance No. 1180

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

SUGGESTED MOTION: Move to Amend and Re-enact Section 13-21-02 and Section 19-06-03 of the Mandan Code of Ordinances, Relating to Tobacco Products and Offenses Involving Minors.

ORDINANCE NO. 1180

An Ordinance to Amend and Re-enact
Section 13-21-02 of the Mandan Code of Ordinances
Relating to Tobacco Products and to Amend and Re-enact
Section 19-06-03 of the Mandan Code of Ordinances
Relating to Offenses Involving Minors

Be it Ordained by the Board of City Commissioners as follows:

Section 13-21-02 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Section 13-21-02 Definitions.

The following words and terms, as used in this chapter, shall be defined as follows:

“Compliance survey program” means a program conducted by a law enforcement agency or conducted by a state agency, city, county, board of health, tobacco retailer, or association of tobacco retailers, after consultation with the appropriate local law enforcement authority: which program is intended to determine whether licensed tobacco product retailers are appropriately enforcing the state law or local ordinance relating to sales of tobacco products to minors.

“Distribute” means to give tobacco products to the general public at no cost or at nominal cost for product promotional purposes.

“Electronic cigarettes” means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, and e-pipe or under any other product, name or descriptor.

“Person” means any individual, partnership, corporation, or other business or other legal entity.

“Restricted self-service” means any display or stocks of tobacco products located in a distinct portion of the licensed premises which is restricted by posting conspicuous signs informing minors of the prohibited acts and penalties under this chapter and has such physical barricades or impediments as may reasonably be necessary for the purpose of barring the entry or presence of minors, except those minors who are employees of the licensee.

“Retail tobacco dealer” means any person selling, offering for sale, exposing for sale or having in possession for sale at retail tobacco products.

“Sell,” besides its ordinary purposes, means and includes dispensing from a vending machine under the control of the actor.

“Tobacco products” means, but is not limited to, cigarettes, cigars, cigarette papers, smokeless tobacco, tobacco snuff, chewing tobacco, electronic cigarettes, and tobacco in any other form in which it may be utilized for smoking or chewing.

“Vending machine” means any kind of device or mechanical machine which, upon the insertion of a coin or coins, tokens, or other objects will release tobacco products in packages or otherwise.

Section 19-06-03 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Section 19-06-03 Definitions.

The following words and terms, as used in this chapter, shall be defined as follows:

“Compliance survey program” means a program conducted by a law enforcement agency or conducted by a state agency, city, county, board of health, tobacco retailer, or association of tobacco retailers, after consultation with the appropriate local law enforcement authority; which program is intended to determine whether licensed tobacco product retailers are appropriately enforcing the state law or local ordinance relating to sales of tobacco products to minors.

“Distribute” means to give tobacco products to the general public at no cost or at nominal cost for product promotional purposes.

“Electronic cigarettes” means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, and e-pipe or under any other product, name or descriptor.

“Person” means any individual, partnership, corporation, or other business or other legal entity.

“Restricted self-service” means any display or stocks of tobacco products located in a distinct portion of the licensed premises which is restricted by posting conspicuous signs informing minors of the prohibited acts and penalties under this chapter and has such physical barricades or impediments as may reasonably be necessary for the purpose of barring the entry or presence of minors, except those minors who are employees of the licensee.

“Retail tobacco dealer” means any person selling, offering for sale, exposing for sale or having in possession for sale at retail tobacco products.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 18, 2014

Subject: An Ordinance to Amend and Re-enact Section 13-21-02 and Section 19-06-03 of the Mandan Code of Ordinances.

Page 4 of 4

“Sell,” besides its ordinary purposes, means and includes dispensing from a vending machine under the control of the actor.

“Tobacco products” means, but is not limited to, cigarettes, cigars, cigarette papers, smokeless tobacco, tobacco snuff, chewing tobacco, electronic cigarettes, and tobacco in any other form in which it may be utilized for smoking or chewing.

“Vending machine” means any kind of device or mechanical machine which, upon the insertion of a coin or coins, tokens, or other objects will release tobacco products in packages or otherwise.

By: _____
President, Board of City
Commissioners

Attest:

City Administrator

First Consideration:	<u>February 18, 2014</u>
Second Consideration and Final Passage:	<u>March 4, 2014</u>
Publication Date:	<u>March 28, 2014</u>