

AGENDA
MANDAN CITY COMMISSION
JULY 15, 2014
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the minutes from the June 30, 2014 Board of City Commission meeting/
- E. PUBLIC HEARING:
- F. BIDS:
1. Consider award of bid for Street Improvement District 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
2. Consider for approval rezoning of Lots 2-4, Block 1 Lakewood Commercial Park.
3. Consider approval of games of chance for American Foundation for Suicide Prevention at Prairie West Golf Course on July 17, 2014.
4. Consider approval of the pledge of securities reports as required by NDCC 21-04.
5. Consider approval of site authorization for Horse Race ND at Bar M Steakhouse from July 1, 2014 through June 30, 2015.
6. Consider approval of Property Tax Exemption for improvements to Commercial & Residential Buildings – Creative Construction.
7. Approve amendment to Engineering Service Agreement with Wenck and Associates for increased work required to design Roughriders Street Improvement Project.
- H. OLD BUSINESS:
- I. NEW BUSINESS:
1. Consider street repair work on 37th Ave NW and overlay on Old Red Trail.

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2. Consider Growth Fund Committee recommendation on Storefront Improvement Application for 306 W Main by Eve Kostelecky/BREA boutique
 3. Consider Engineering Service Agreement with AE2S for design of water distribution system improvements.
 4. Consider commission portfolio assignments.
- J. RESOLUTIONS AND ORDINANCES:
1. Second consideration and final passage of Ordinance 1186 annexing land in Section 3, Township 138 North, Range 81 West.
- K. OTHER BUSINESS:
- L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. August 5, 2014
 2. August 19, 2014
 3. September 2, 2014 – 5 p.m. start
- 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 June 30, 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, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim. Absent: Police Chief Bullinger and City Attorney Brown.

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

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held June 17, 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:

1. *Consideration of request to vacate portion of Viewpoint Lane (see R&O #2).* Principal Planner Decker reviewed with the Board a request to vacate portion of Viewpoint Lane. He stated that this is located in the Big Sky Development and they previously created a re-plat for this area but they failed to do the official vacation of the existing right-of-way. This is a catch-up item based on what they had done previously. The plan is to convert this piece of right-of-way to a utility and access easement because it only provides access to one property to the east. It is not a through street and that’s why it was originally re-platted. This action will match that re-plat.

Mayor Van Beek stated this is a public hearing and invited anyone to come forward to speak for or against the request to vacate portion of Viewpoint Lane. A second announcement was made to come forward to speak for or against the request to vacate. Hearing none, this portion of the Public Hearing was closed.

Commissioner Rohr moved to approve the request to vacate portion of Viewpoint Lane, Big Sky Subdivision. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consideration of request to vacate portion of 11th Ave. SW (see R&O #3).* Principal Planner Decker reviewed with the Board a request to vacate a portion of 11th

Ave. SW. He indicated that the adjoining property owner is planning to sell their property. In researching the records of the boundaries of the property they found that when abandonment of 11th Avenue occurred they missed a 40' portion in the lower right corner. This is a follow-up to clean up the abandonment. There are several small narrow lots in this subdivision. This is a small piece of the lot that was left over.

Mayor Van Beek stated this is a public hearing and invited anyone to come forward to speak for or against the request to vacate a portion of 11th Ave. SW. A second announcement was made to come forward to speak for or against the request to vacate. Hearing none, this portion of the Public Hearing was closed.

Commissioner Tibke moved to approve the request to vacate portion of 11th Ave. SW located adjacent to Lots 9 and 10, Block 14, Mandan Meads Subdivision

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

F. BIDS:

1. *Consider award of bid for Street Improvement District 191, Project 2014-04(Lincoln Ridge Estates 6th Addition).* Planning & Engineering Director Froseth reviewed with the Board a request to award the bid for Street Improvement District 191, Project 2014-04 (Lincoln Ridge Estates 6th Addition). Planning & Engineering Director Froseth stated that two bids were received for this project. Northern Improvement Company was the low bidder for the amount of \$195,217.50. The Engineer's estimate was \$163,522.50. The bid was 19.6% higher than the engineer's estimate for this project. The construction costs of the project is \$195,217.50 plus engineering and administrative costs of \$68,326.13 for a total cost of \$263,543.63. The project will be paid for by special assessments from the 16 benefiting properties estimated to be \$16,471.48 per lot.

Commissioner Rohr moved to approve the bid award for Street Improvement District 191, Project 2014-04 (Lincoln Ridge Estates 6th Addition) to Northern Improvement Company was the low bidder for the amount of \$195,217.50 and approve the Resolution approving contractor and contractor's bond. Commissioner Braun seconded the motion.

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

2. *Consider award of bid for Street Improvement District 192, Project 2014-06(West Hills Estates 3rd Addition).* Planning & Engineering Director Froseth reviewed with the Board a request to award the bid for Street Improvement District 192, Project 2014-06 (West Hills Estates 3rd Addition). He stated that two bids were received for this project. Northern Improvement Company was the low bidder for the amount of \$252,769.30. The Engineer's estimate was \$193,835.50. The bid was 30.4 % higher than the engineer's estimate for this project. The construction costs of the project is \$252,769.30 plus engineering and administrative costs of \$88,469.26 for a total cost of approximately

\$341,238.56. The project will be paid for by special assessments from the 13 benefiting properties estimated to be \$26,249.12 per lot. Concern was expressed about the assessments in the amounts over \$20,000. Commissioner Tibke stated that there are meetings scheduled the latter part of this year to start discussion with the developers, contractors and city staff to come up with policies addressing who should be responsible for the assessed costs.

Commissioner Tibke moved to approve the bid award for Street Improvement District 192, Project 2014-06 (West Hills Estates 3rd Addition) to Northern Improvement Company the low bidder for the amount of \$252,769.30 and approve the Resolution approving Contract and Contractor's Bond. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider award of bid for Street Improvement District 193, Project 2014-08(Midway 14th Addition).* Planning & Engineering Director Froseth reviewed with the Board a request to award the bid for Street Improvement District 193, Project 2014-08(Midway 14th Addition). He stated that two bids were received for this project. Mariner Construction was the low bidder for the amount of \$213,498.49. The Engineer's estimate was \$175,404.00. The bid was 21.7% higher than the engineer's estimate for this project. The construction costs of the project is \$213,498.49 plus engineering and administrative costs of \$74,724.47 for a total cost of \$288,222.96. The property is zoned commercial so the project will be paid for by special assessments from the 6 benefiting lots estimated at \$.053 per sq. ft. This is a bid for Phase 1 of the project. Phase 2 is pending at this time. Traffic on commercial lots determines how the costs are assessed.

Commissioner Rohr moved to approve the bid award for Street Improvement District 193, Project 2014-08 (Midway 14th Addition) to Mariner Construction the low bidder for the amount of \$213,498.4930 and approve the Resolution approving Contract and Contractor's Bond. Commissioner Braun seconded the motion. Roll call vote:

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

4. *Consider approval of low bid for resurfacing projects bid through the NDDOT. (9th Avenue NE, Longspur and 24th Avenue SE, 40th Avenue SE).* Planning & Engineering Director Froseth reviewed with the Board a request to award the bid for three resurfacing projects bid through the NDDOT. They were bundled into one project. (9th Avenue NE, Longspur and 24th Avenue SE, 40th Avenue SE). He stated there were two bids received for this project. Mariner Construction was the low bidder for the amount of \$882,099.96. The bid was 4.4% under the Engineer's Estimate. The projects under this project are the 9th Avenue NE and 24th and Longspur by the race track and Dacotah Speedway Park. Also included is 40th Avenue SE on Memorial Highway to South Bay Drive. An award letter was received from the DOT for these projects. The date of completion of the projects is October 31, 2014.

Commissioner Tibke moved to approve the bid award for resurfacing projects bid in conjunction with the NDDOT. (9th Avenue NE, Longspur and 24th Avenue SE, 40th Avenue SE) to Mariner Construction the low bidder for the amount of \$882,099.96. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

G. CONSENT AGENDA

1. *Consider authorizing a work change order on Street Improvement District No. 179, Project No. 2013-10 (Meadow Ridge 3rd Addition).*
2. *Consider for approval replat of Lots 3A through 3H of Lot 3, Block 4 Heart Ridge Addition.*
3. *Consider for approval a setback variance for Lot 1, Block 1 Developers West Acres 2nd Addition.*
4. *Consider new Class E Liquor license for Bar M Steakhouse, LLC at 2815 Memorial Hwy. formerly Dean's Steakhouse.*
5. *Consider authorizing a work change order on Street Improvement District No. 178, Project No. 2013-04 (Keidel's South Heart Terrace Phase IV).*
6. *Consider authorizing a work change order on Street Improvement District No. 185, Project No. 2013-19 (Heart Ridge 2nd Addition).*
7. *Consider authorizing a work change order on Street Improvement District No. 176, Project No. 2012-20 (Lakewood 6th & 7th Addition).*
8. *Consider request from the Building Inspection Department to destroy old documents in accordance with the Records Management and Retention Plan.*
9. *Consider approval of Engineering Service Agreement with KLJ to provide construction engineering services for resurfacing projects bid through the NDDOT (9th Avenue NE, Longspur and 24th Avenue SE, 40th Avenue SE).*
10. *Consider budget amendment to transfer funds from salary to equipment for program coordinator.*

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider authorizing a work change order on Street Improvement District No. 177, Project No. 2012-22 (Meadows 6th Addition).* Planning & Engineering Director Froseth reviewed with the Board a request for the authorization of a work change order on Street Improvement District No. 177, Project No. 2012-22 (Meadows 6th Addition). This is one of the projects not completed in 2013. This request is to extend the date of July 5, 2014, to July 20, 2014, to complete a surface lift and September 1, 2014 to complete the chip seal. Northern Improvement was the only company that submitted a bid on this project last year and the bid opening for it was held August 23, 2013. They

were not awarded a contract until September. Director Froseth stated that without their bid the project would likely be further behind. He recommended denying the request for the extension because the commencement of this project does not contractually depend on the completion of other projects.

Commissioner Tibke moved to deny the request authorizing a work change order on Street Improvement District No. 177, Project No. 2012-22 (Meadows 6th Addition) for completion date of July 20, 2014, for Surface Lift and September 1, 2014 for completion of chip sealing. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider authorizing a work change order on Street Improvement District No. 181, Project No. 2013-15 (Meadows 7th Addition).* Planning & Engineering Director Froseth reviewed with the Board a request for the authorization of a work change order on Street Improvement District No. 181, Project No. 2013-15 (Meadows 7th Addition. This project is a neighbor to Meadows 6th Addition and the request is similar. This request is to extend the date of July 5, 2014, to July 20, 2014, to complete a surface lift and September 1, 2014 to complete the chip seal. Northern Improvement was the only company that submitted a bid on this project last year and that the bid opening for it was held July 19, 2013, and they were not awarded a contract until August. Director Froseth stated that without their bid the project would likely be further behind. He recommended denying the request for the extension because the commencement of this project does not contractually depend on the completion of other projects.

Commissioner Braun moved to deny the request authorizing a work change order on Street Improvement District No. 181, Project No. 2013-15 (Meadows 7th Addition) for completion date of July 20, 2014, for Surface Lift and September 1, 2014 for completion of chip sealing. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

1. *First consideration of Ordinance 1186 annexing land in Section 3, Township 138 North, Range 81 West.* Principal Planner Decker stated this matter relates to the previous discussion of assessment district costs. This is an attempt to lower the per lot assessment by widening the area of the storm drainage and costs. This area would normally have been annexed at a later date as development of this area occurred, but the storm drainage costs are pushing those assessments on the existing currently planned section upward. By annexing this now, draining assessments can be spread over a larger area.

Commissioner Tibke moved to approve the First consideration of Ordinance 1186 annexing land in Section 3, Township 138 North, Range 81 West. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consideration of resolution vacating portion of Viewpoint Lane.*

Commissioner Tibke moved to approve the resolution vacating portion of Viewpoint Lane. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consideration of resolution vacating portion of 11th Avenue SW.*

Commissioner Tibke moved to approve the resolution vacating portion of 11th Avenue SW. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Resolution for City Commission to grant property tax exemptions for improvements to existing commercial and residential structures.* City Assessor Shaw stated according to NDCC 57-02.2 guidelines require that the governing body of the property within city limits must have a resolution in place to allow the remodeling exemptions for commercial and residential properties. The resolution will require all applications for remodeling to be brought forth to the City Commission for review and/or approval once an application has been processed with the Assessor's Office and it has been deemed that the property improvements qualify for the exemption.

Commissioner Braun moved to approve the resolution for the City of Mandan to grant property tax exemptions for improvements to existing commercial and residential structures. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Frank: Yes; Commissioner Van Beek: Yes. The motion passed.

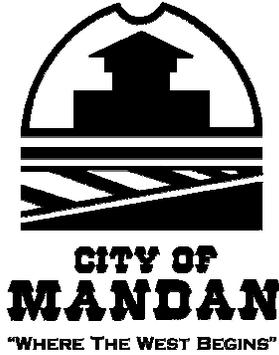
K. OTHER BUSINESS

1. Mayor Van Beek reminded citizens that shooting fireworks is only allowed on July 2, 3, and 4. The fine for shooting fireworks outside of those dates is set at \$75.00.

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 6:05 p.m. Commissioner Braun 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: July 15, 2014
PREPARATION DATE: July 10, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

STATEMENT/PURPOSE: This is a review and possible award of bids for Street Improvement District No. 190, Project 2014-02 (Keidel's South Heart Terrace 3rd Addition).

BACKGROUND/ALTERNATIVES: We received two bids on July 8 for the project and Mariner Construction was the low bidder. The bid amount was \$1,609,514.53. The Engineer's estimate was \$1,501,155.00. The bid is 7.2% higher than the engineer's estimate.

At the June 17th meeting, the City Commission requested that the developer provide a letter of credit for the cost of development above \$30,000 per lot for the street portion of the project and for the entire amount of the storm sewer improvements. Since then, the developer has petitioned the property he owns to the south of this development so that a portion of storm sewer that would benefit that area can be assessed to it. A letter of credit has yet to be provided. Based on the bid amount, we would recommend the following details of the letter of credit to be provided.

Total amount of storm sewer = 573,099.63(construction bid) x 1.35(estimated contingency, engineering, and admin) = **\$773,684.50 Provided**. The timing of the release of letter of credit funds would still need to be detailed.

ATTACHMENTS:

1. Bid Tabulation
2. Page 5 of June 17th Meeting Minutes

Board of City Commissioners

Agenda Documentation

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Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

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3. District Map

4. Resolution approving Contractor and Contractor's Bond

FISCAL IMPACT: The Project will be paid for by special assessments from the benefitting properties within the District. The construction cost of the project is \$1,609,514.53 plus the engineering and administrative cost of \$563,330.09 totaling \$2,172,844.62. The special assessments will be assessed to the benefitting property. These items would be entirely special assessed to the benefitting properties. There are 50 lots within this special assessment district which would be equally assessed on the street improvements approximately \$27,983.20 each. The storm water costs would be shared by all property within the district at an approximate cost of 22 cents per square foot. This additional cost per lot would range from \$2,809.18 for the smallest lot to \$6,089.16 for the largest lot based on the square footage of the lot. The unplatted parcel of property of 55.57 acres would have approximately \$532,538.40 in specials assessed to it.

STAFF IMPACT: Minimal

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

RECOMMENDATION: We would recommend awarding the project contingent upon receiving the letter of credit.

SUGGESTED MOTION: Move to award the bid to Mariner Construction as the low bidder of Street Improvement District 190 Project 2014-02 (Keidel's South Heart Terrace 3rd Addition) in the amount of \$1,609,514.53 and approve the Resolution approving Contract and Contractor's Bond contingent on the letter of credit being provided.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

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SHEET NO. 1

BID TAB

KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION
STREET IMPROVEMENT DISTRICT NO. 190
CITY PROJECT NO. 2014-02
TECO #2194
DATE: JULY 8, 2014

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ENGINEERS EST.	UNIT PRICE	MARRINER CONST.	UNIT PRICE	TAND CONST.	UNIT PRICE	FORCE ENT.	UNIT PRICE	NORTHERN IMP.	UNIT PRICE	QUAM CONST.
STREET ITEMS															
202-4.1	UNCLASSIFIED EXCAVATION	2000	CY	\$ 5.00	\$ 10,000.00	\$ 9.00	\$ 18,000.00	\$ 14.00	\$ 28,000.00	\$ 9.75	\$ 15,500.00	\$ 10.10	\$ 20,200.00	\$ 10.00	\$ 20,000.00
203-3.1	WATERING	75	M GAL	\$ 15.00	\$ 1,125.00	\$ 80.00	\$ 6,000.00	\$ 1.00	\$ 75.00	\$ 86.00	\$ 6,450.00	\$ 12.80	\$ 960.00	\$ 88.00	\$ 6,600.00
204-3.1	SUBGRADE PREPARATION	18350	SY	\$ 2.00	\$ 36,700.00	\$ 4.24	\$ 77,804.00	\$ 3.20	\$ 58,720.00	\$ 4.60	\$ 84,410.00	\$ 3.60	\$ 66,060.00	\$ 5.00	\$ 91,750.00
205-3.1	SILT FENCE	500	LF	\$ 8.25	\$ 4,125.00	\$ 8.00	\$ 4,000.00	\$ 7.00	\$ 3,500.00	\$ 5.35	\$ 2,675.00	\$ 5.40	\$ 2,700.00	\$ 3.50	\$ 1,750.00
205-3.4	12" FIBER ROLL	400	LF	\$ 6.00	\$ 2,400.00	\$ 5.28	\$ 2,112.00	\$ 5.00	\$ 2,000.00	\$ 4.75	\$ 1,900.00	\$ 7.60	\$ 3,040.00	\$ 12.00	\$ 4,800.00
302-4.1	STABILIZED GRAVEL BASE	500	TON	\$ 25.00	\$ 12,500.00	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00	\$ 47.75	\$ 23,875.00	\$ 29.50	\$ 14,800.00	\$ 48.40	\$ 24,200.00
304-5.1B	AC STABILIZED BASE (CLASS B) 1/2"	2400	TON	\$ 105.00	\$ 252,000.00	\$ 104.25	\$ 250,200.00	\$ 110.00	\$ 264,000.00	\$ 115.00	\$ 276,000.00	\$ 105.70	\$ 253,680.00	\$ 140.45	\$ 337,980.00
401-6.2B	AC SURFACE COURSE (CLASS B) 2"	1920	TON	\$ 105.00	\$ 201,600.00	\$ 104.25	\$ 200,160.00	\$ 110.00	\$ 211,200.00	\$ 110.00	\$ 211,200.00	\$ 105.70	\$ 202,944.00	\$ 140.45	\$ 269,664.00
402-4.2	BITUMINOUS TACK COAT	850	GAL	\$ 2.25	\$ 1,912.50	\$ 3.30	\$ 4,505.00	\$ 5.00	\$ 4,250.00	\$ 5.75	\$ 4,887.50	\$ 2.60	\$ 2,210.00	\$ 6.00	\$ 5,100.00
403-4.1	BITUMINOUS SEAL COAT	16650	SY	\$ 2.50	\$ 41,675.00	\$ 2.62	\$ 43,570.60	\$ 3.00	\$ 49,950.00	\$ 2.50	\$ 41,575.00	\$ 2.70	\$ 44,901.00	\$ 3.00	\$ 46,890.00
602-4.1	6" CONCRETE	3900	SF	\$ 6.25	\$ 24,375.00	\$ 7.23	\$ 28,197.00	\$ 7.00	\$ 27,300.00	\$ 7.00	\$ 27,300.00	\$ 9.70	\$ 37,830.00	\$ 12.00	\$ 46,800.00
603-5.3	STANDARD CURB & GUTTER	7220	LF	\$ 18.50	\$ 133,570.00	\$ 15.56	\$ 112,343.20	\$ 15.00	\$ 108,300.00	\$ 15.00	\$ 108,300.00	\$ 17.20	\$ 124,184.00	\$ 16.00	\$ 115,520.00
1003-3.4	STREET LIGHT CONTROL PANEL	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00
1003-4.11	2" PVC ELECTRIC CONDUIT	543	LF	\$ 2.50	\$ 1,357.50	\$ 4.45	\$ 2,416.35	\$ 4.00	\$ 2,172.00	\$ 2.40	\$ 1,303.20	\$ 4.40	\$ 2,389.20	\$ 4.50	\$ 2,443.50
1003-4.12	TRENCHING 27" DEEP	3657	LF	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00	\$ 4.25	\$ 15,542.25	\$ 4.00	\$ 14,628.00	\$ 4.00	\$ 14,628.00
1003-4.2	JUNCTION BOXES	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00	\$ 1,200.00	\$ 9,600.00	\$ 975.00	\$ 7,800.00	\$ 950.00	\$ 7,920.00	\$ 990.00	\$ 7,920.00
1003-4.24	3-NO. 2 CONDUCTORS	4114	LF	\$ 6.00	\$ 24,684.00	\$ 7.67	\$ 31,554.38	\$ 8.00	\$ 32,912.00	\$ 7.00	\$ 28,798.00	\$ 7.60	\$ 31,256.40	\$ 7.50	\$ 30,855.00
1003-4.25	NO. 6 COPPER GROUND	4114	LF	\$ 1.00	\$ 4,114.00	\$ 1.12	\$ 4,607.68	\$ 1.15	\$ 4,731.10	\$ 1.05	\$ 4,319.70	\$ 1.10	\$ 4,525.40	\$ 1.00	\$ 4,114.00
1003-4.3	TYPE C STANDARD WITH COPPER NAYON	22	EA	\$ 3,000.00	\$ 66,000.00	\$ 3,000.00	\$ 66,000.00	\$ 3,000.00	\$ 66,000.00	\$ 2,950.00	\$ 64,900.00	\$ 2,970.00	\$ 65,340.00	\$ 2,970.00	\$ 65,340.00
1203-4.1	4" TOPSOLING SEEDING & HYDROMULCH	2.5	Acre	\$ 16,000.00	\$ 40,000.00	\$ 27,277.78	\$ 68,194.45	\$ 25,000.00	\$ 62,500.00	\$ 18,000.00	\$ 45,000.00	\$ 21,758.00	\$ 54,395.00	\$ 9,800.00	\$ 24,500.00
1208-4.1	ADJ WASHHOLE CASTING-ASPH PYMT	38	EA	\$ 400.00	\$ 15,200.00	\$ 600.00	\$ 22,800.00	\$ 600.00	\$ 22,800.00	\$ 1,000.00	\$ 38,000.00	\$ 601.70	\$ 22,864.60	\$ 475.00	\$ 18,050.00
1208-4.19	ADJUST VALVE BOX-UNPAVED AREA	24	EA	\$ 250.00	\$ 6,000.00	\$ 400.00	\$ 9,600.00	\$ 300.00	\$ 7,200.00	\$ 500.00	\$ 12,000.00	\$ 254.00	\$ 6,336.00	\$ 156.00	\$ 3,744.00
1208-4.5	ADJUST 96" INLET CASTING	26	EA	\$ 400.00	\$ 10,400.00	\$ 50.00	\$ 1,300.00	\$ 70.00	\$ 1,820.00	\$ 48.00	\$ 1,248.00	\$ 60.50	\$ 1,575.00	\$ 61.00	\$ 1,586.00
1208-4.7	ADJUST 72" INLET CASTING	2	EA	\$ 600.00	\$ 1,200.00	\$ 61.2	\$ 122.24	\$ 80.00	\$ 160.00	\$ 60.00	\$ 120.00	\$ 63.50	\$ 123.00	\$ 61.00	\$ 122.00
SP	MOBILIZATION & BONDS	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 97,000.00	\$ 97,000.00	\$ 109,983.30	\$ 109,983.30	\$ 91,650.00	\$ 91,650.00
SP	STREET NAME SIGNS	19	EA	\$ 100.00	\$ 1,900.00	\$ 400.00	\$ 7,600.00	\$ 500.00	\$ 9,500.00	\$ 100.00	\$ 1,900.00	\$ 103.80	\$ 1,972.00	\$ 104.00	\$ 1,976.00
SP	STOP SIGN & POST	2	EA	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 190.00	\$ 360.00	\$ 152.50	\$ 365.00	\$ 193.00	\$ 386.00
SP	ROAD CLOSED BARRICADE	6	EA	\$ 600.00	\$ 3,600.00	\$ 450.00	\$ 2,700.00	\$ 700.00	\$ 4,200.00	\$ 600.00	\$ 3,600.00	\$ 605.00	\$ 3,630.00	\$ 605.00	\$ 3,630.00
STREET ITEMS TOTAL														\$ 1,109,638.10	\$ 1,252,898.50

SHEET NO. 2

BID TAB

KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION
 STREET IMPROVEMENT DISTRICT NO. 190
 CITY PROJECT NO. 2014-02
 TECO #2194
 DATE: JULY 8, 2014

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ENGINEERS EST.	UNIT PRICE	MARINER CONST.	UNIT PRICE	TAND CONST.	UNIT PRICE	FORCE ENT.	UNIT PRICE	NORTHERN IMP	UNIT PRICE	QUAM CONST.
	STORM SEWER ITEMS														
802-4.2	12" STORM SEWER PIPE	41	LF	\$ 35.00	\$ 1,435.00	\$ 50.00	\$ 2,050.00	\$ 55.00	\$ 2,255.00	\$ 45.00	\$ 1,845.00	\$ 52.70	\$ 2,160.70	\$ 48.00	\$ 1,968.00
802-4.2	15" RCP STORM SEWER PIPE	531	LF	\$ 42.00	\$ 22,302.00	\$ 50.00	\$ 26,550.00	\$ 55.00	\$ 29,205.00	\$ 45.00	\$ 23,895.00	\$ 52.70	\$ 27,983.70	\$ 58.50	\$ 31,063.50
802-4.3	18" RCP STORM SEWER PIPE	1082	LF	\$ 47.00	\$ 50,854.00	\$ 58.89	\$ 63,718.98	\$ 58.00	\$ 62,756.00	\$ 53.00	\$ 57,346.00	\$ 62.00	\$ 67,084.00	\$ 62.00	\$ 67,084.00
802-4.5	24" RCP STORM SEWER PIPE	741	LF	\$ 58.00	\$ 42,978.00	\$ 77.76	\$ 57,634.98	\$ 60.00	\$ 44,460.00	\$ 70.00	\$ 51,870.00	\$ 81.90	\$ 60,687.90	\$ 75.00	\$ 55,575.00
802-4.7	30" RCP STORM SEWER PIPE	994	LF	\$ 80.00	\$ 79,520.00	\$ 111.12	\$ 110,453.28	\$ 92.00	\$ 91,448.00	\$ 100.00	\$ 99,400.00	\$ 117.00	\$ 115,298.00	\$ 87.00	\$ 86,478.00
802-4.8	33" RCP STORM SEWER PIPE	422	LF	\$ 100.00	\$ 42,200.00	\$ 116.67	\$ 49,234.74	\$ 110.00	\$ 46,420.00	\$ 105.00	\$ 44,310.00	\$ 122.90	\$ 51,863.80	\$ 117.00	\$ 49,374.00
802-4.9	36" RCP STORM SEWER PIPE	50	LF	\$ 120.00	\$ 6,000.00	\$ 116.67	\$ 5,835.50	\$ 120.00	\$ 6,000.00	\$ 105.00	\$ 5,250.00	\$ 122.90	\$ 6,145.00	\$ 125.00	\$ 6,250.00
802-4.60	BEDDING MATERIAL	1600	TON	\$ 15.00	\$ 24,000.00	\$ -	\$ -	\$ 10.00	\$ 16,000.00	\$ -	\$ -	\$ 1.20	\$ 1,920.00	\$ 19.00	\$ 30,400.00
802-4.50	12" FLARED END SECTION	1	EA	\$ 700.00	\$ 700.00	\$ 1,288.89	\$ 1,288.89	\$ 700.00	\$ 700.00	\$ 1,160.00	\$ 1,160.00	\$ 1,357.20	\$ 1,357.20	\$ 1,104.00	\$ 1,104.00
802-4.52	15" RCP FLARED END SECTION	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,611.12	\$ 1,611.12	\$ 700.00	\$ 700.00	\$ 1,450.00	\$ 1,450.00	\$ 1,696.50	\$ 1,696.50	\$ 1,200.00	\$ 1,200.00
802-4.53	18" RCP FLARED END SECTION	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,944.45	\$ 1,944.45	\$ 900.00	\$ 900.00	\$ 1,750.00	\$ 1,750.00	\$ 2,047.50	\$ 2,047.50	\$ 1,325.00	\$ 1,325.00
802-4.57	30" RCP FLARED END SECTION	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00	\$ 3,159.00	\$ 6,318.00	\$ 1,716.00	\$ 3,432.00
802-4.59	36" RCP FLARED END SECTION	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,722.23	\$ 3,722.23	\$ 1,600.00	\$ 1,600.00	\$ 3,350.00	\$ 3,350.00	\$ 3,919.50	\$ 3,919.50	\$ 2,196.00	\$ 2,196.00
802-4.96	RIP RAP - TYPE (M)	250	TON	\$ 50.00	\$ 12,500.00	\$ 83.34	\$ 20,835.00	\$ 84.00	\$ 21,000.00	\$ 75.00	\$ 18,750.00	\$ 87.80	\$ 21,950.00	\$ 119.00	\$ 29,750.00
1205-4.1	48" CONCRETE MANHOLE (STORM)	8	EA	\$ 3,800.00	\$ 30,400.00	\$ 3,444.45	\$ 27,555.60	\$ 4,600.00	\$ 36,800.00	\$ 3,100.00	\$ 24,800.00	\$ 3,627.00	\$ 29,015.00	\$ 3,200.00	\$ 25,600.00
1205-4.1	60" CONCRETE MANHOLE (STORM)	9	EA	\$ 5,500.00	\$ 49,500.00	\$ 6,000.00	\$ 54,000.00	\$ 5,250.00	\$ 47,250.00	\$ 5,400.00	\$ 48,600.00	\$ 6,318.00	\$ 56,862.00	\$ 5,500.00	\$ 49,500.00
1205-4.1	72" CONCRETE MANHOLE (STORM)	6	EA	\$ 7,000.00	\$ 42,000.00	\$ 8,888.89	\$ 53,333.34	\$ 6,200.00	\$ 37,200.00	\$ 8,000.00	\$ 48,000.00	\$ 9,360.00	\$ 56,160.00	\$ 8,300.00	\$ 49,800.00
1205-4.7	TYPE 36" INLET	24	EA	\$ 4,000.00	\$ 96,000.00	\$ 3,222.23	\$ 77,333.52	\$ 3,100.00	\$ 74,400.00	\$ 2,900.00	\$ 69,600.00	\$ 3,393.00	\$ 81,432.00	\$ 2,800.00	\$ 67,200.00
1205-4.8	TYPE 72" INLET	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,265.00	\$ 10,530.00	\$ 3,450.00	\$ 6,900.00
	STORM SEWER TOTAL				\$ 523,989.00		\$ 573,099.63		\$ 531,094.00		\$ 515,776.00		\$ 605,431.80		\$ 566,199.50
	STREET ITEMS TOTAL				\$ 977,766.00		\$ 1,036,414.90		\$ 1,085,458.10		\$ 1,140,083.65		\$ 1,109,638.10		\$ 1,252,898.50
	TOTAL BID				\$ 1,501,755.00		\$ 1,609,514.53		\$ 1,616,552.10		\$ 1,655,859.65		\$ 1,715,069.90		\$ 1,819,098.00

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

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City of Mandan – Board of City Commissioners
Minutes of June 17, 2014
Page 5 of 10

in general if it is either the million dollars or half million dollars that is being recommended.

Commissioner Tibke commented this has been discussed over the last year and the Commission has not come to a consensus on the matter. The BMDA, the Chamber and Bismarck Home Builders would like to meet and discuss options with regard to having the developers pay all the costs up front. She stated that it is her position that she is not comfortable moving forward paying the assessments. She would like to see them less rather than more and every year the costs are increasing. She recommended coming to a compromise in the future so the City debt can be bought down and not held out. She stated that discussions at previous meetings have resulted in a cap of \$20,000. The Chamber has indicated they would like to lead the discussion with the developers to see what their ideas would be so everyone could work together to come up with solutions. Commissioner Frank pointed out that the current matter to be addressed is a Letter of Credit is being requested and that the Commission is not at this time trying to change the dynamics of the process.

Commissioner Frank moved to approve the Resolution creating the district, approving the Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition) contingent on the developer furnishing a Letter of Credit based on a lot price project above \$30,000 per lot, and the full amount of the storm sewer that benefits the entire district, as well as the approval of annexation. Commissioner Tibke seconded the motion.

Nate Vollmuth came forward again and stated he is comfortable with the \$30,000. He added that knowing the release of the Letter of Credit will be a concern from his (company's) perspective. He requested that 50% be released at 50% building permits and 100% released at 75% of building permits pulled.

City Attorney Brown commented that assuming the project goes out for bids and the bids are accepted, (before the City awards the bids), the City would negotiate the Letter of Credit and that would have to be approved by the Commission at the time the bids would be awarded.

Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Update from Advanced Engineering and Environmental Services on the Water Meter Improvements Project.* Brian Viall, Project Engineer, AE2S, Inc. provided information on the Mandan Water Meter Improvement Project. He stated that since the Agreement was signed on May 6, 2014, the following has occurred:

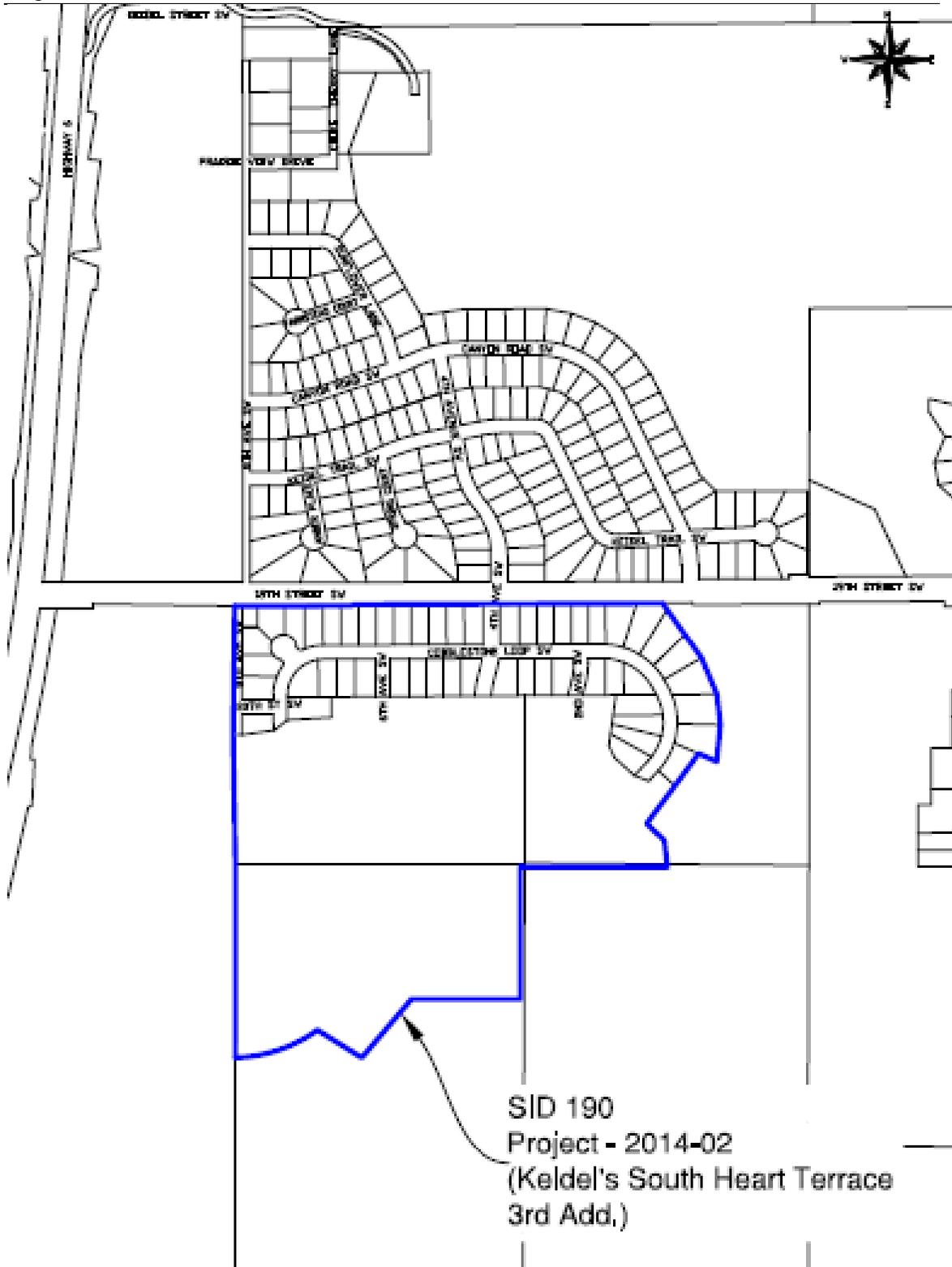
Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

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Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 190, Project 2014-02(Keidel's South Heart Terrace 3rd Addition).

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RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 190

(Project No. 2014-02)

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

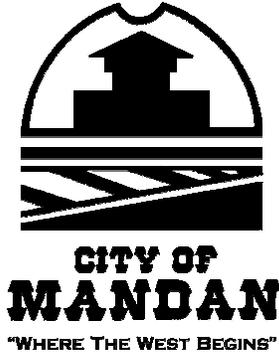
1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 190 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Mariner Construction whose bid provides for the construction of said improvement at a total estimated base price of \$1,609,514.53.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 15th day of July, 2014

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 15, 2014
PREPARATION DATE: June 24, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker
SUBJECT: Consider for approval rezoning of Lots 2-4, Block 1 Lakewood Commercial Park

STATEMENT/PURPOSE:

The area is currently zoned MA which does not allow residential uses. The proposal is to rezone the area to CB that does allow residential uses.

BACKGROUND/ALTERNATIVES:

The area backs up to a waterway and is across the street from the Mandan Raging Rivers Waterpark. The area to the west, south and east is all zoned CB. The area to the north is zoned MA. The proposal is to develop the area primarily with multi-family residential units (duplex & 4 plex). A small area facing the waterpark will be developed with commercial structures.

ATTACHMENTS:

1. Location Map
2. Parcel Map
3. Planning and Zoning staff report

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

The Planning and Zoning Commission voted unanimously at their June 23, 2014 meeting to recommend approval of this request with the stipulation that the residential portion is limited to multi-family structures with no single family lots or structures. Staff recommends approval of this request.

SUGGESTED MOTION:

Move to approve rezoning of Lots 2-4, Block 1 Lakewood Commercial Park from MA to CB with the stipulation that there are no single family lots or single family structures.

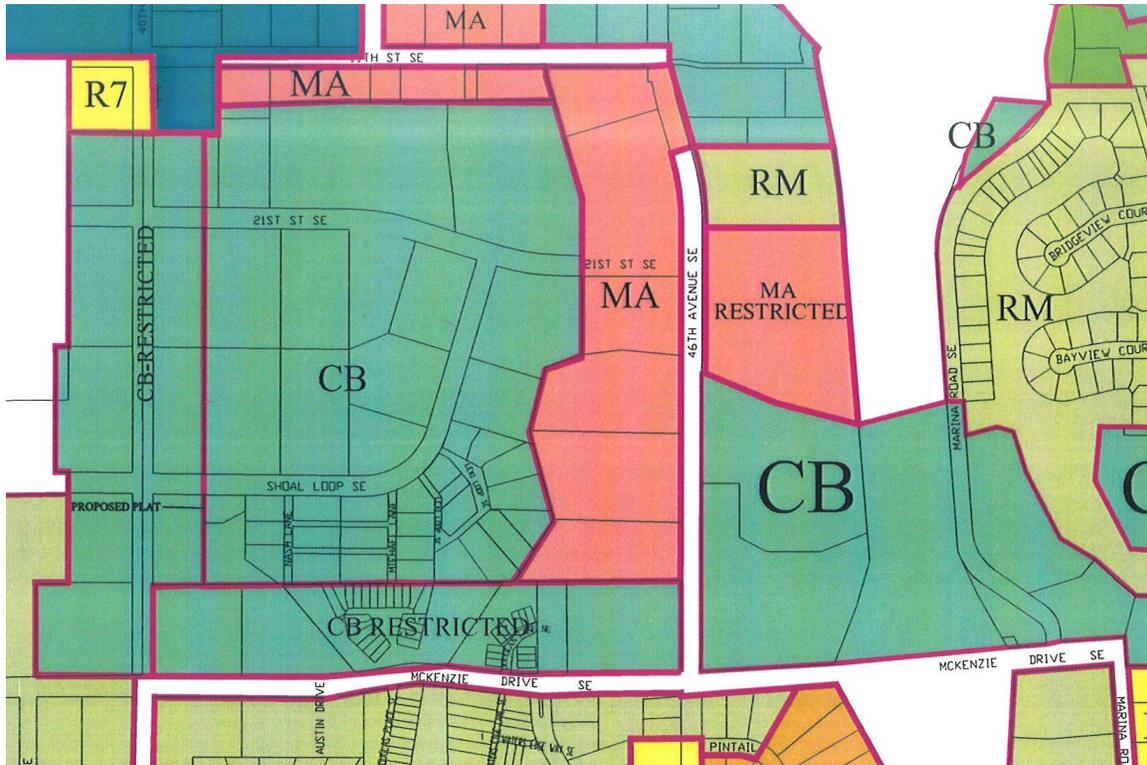
Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Approval of rezoning of Lots 2-4, Block 1 Lakewood Commercial Park

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Lakewood Commercial 1st
Lots 2-4 Tentative Site Plan



7/10/14

Mandan Planning and Zoning Commission Agenda
 Item
 For Meeting on June 23, 2014
 Mandan Engineering and Planning Office Report
Lakewood Commercial Park Zone Change
 Requested Action
 Change zoning on various lots

Application Details					
Applicant Wade Vogel, Premier Homes	Owner SOL, LLC & Prairie East, LLC	Subdivision Lakewood Commercial Park	Legal Description Lots 2-4, Block 1 Lakewood Commercial Park		
Location West side of 46 th Ave. SE south of 21 st St. SE.		Proposed Land Use Duplex, Four-plex & commercial	Parcel Size 11.24 Acres	Number of Lots 3	
Existing Land Use vacant	Adjacent Land Uses Residential & commercial		Current Zoning MA	Proposed Zoning CB	Adjacent Zoning CB & MA
Fees 250	Date Paid 5/21/14	Adjacent Property Notification Sent 7/7/2014	Legal Notices Published 7/4 & 7/11		

Project Description
Mandan Raging Rivers Waterpark is across the street to the east. Northern and western boundary is one of the recreational water channels. There is multi-family along part of the southern boundary.
Agency & Other Department Comments
Limit commercial driveway access to common driveway. Will need a street name. Will need 1 or 2 fire hydrants within complex.
Engineering & Planning Staff Comments
Engineering & Planning Recommendation
Proposed Motion
Based on staff report and hearing no objection, move to recommend approval of rezoning for Lots 2-4, Block 1 Lakewood Commercial Park



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

Consent No. 3

Type: Local Permit * Charity Local Permit

Permit Number
2014-35

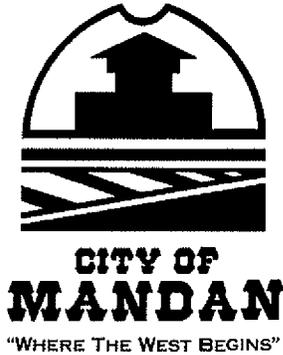
Name of Organization American Foundation For Suicide Prevention		Date(s) Authorized (Read instruction 2)		
Contact Person Micki Savelkoul	Business Phone Number	7/17/2014 Beginning	to 7/17/2014 Ending	
Mailing Address 600 East Blvd Avenue Dept 301	City Bismarck	State ND	Zip Code 58505-0000	
Site Name Prairie West Golf Course	Site Address 2709 Longspur Trail			
City Mandan	State ND	ZIP Code 58554-0000	County Morton	
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.				
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*				
Restriction:				
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.				
Date 6/30/2014	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor <i>Jay 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.



Board of City Commissioners Agenda Documentation

MEETING DATE: July 15, 2014
PREPARATION DATE: July 9, 2014
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Greg Welch, Finance Director
SUBJECT: Pledge of securities reports.

PURPOSE

The City of Mandan is required semiannually to approve pledges of securities reports.

BACKGROUND

Except for the Bank of North Dakota, financial institutions must pledge security for all public deposits at a ratio of \$1.10 for every \$1.00 above the FDIC coverage amount.

ATTACHMENTS

- Pledge of securities report from Wells Fargo Bank
- Pledge of securities report from Starion Financial

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

In accordance with the provisions of NDCC 21-04.

RECOMMENDATION

To approve the following pledge of securities reports:

- Wells Fargo Bank
- Starion Financial

SUGGESTED MOTION

Move to approve the following pledge of securities reports:

- Wells Fargo Bank
- Starion Financial

STAGECOACH SWEEP
WELLS FARGO BANK, N.A.
Confirmation
Repurchase Agreement

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

ACCOUNT SUMMARY

Date : 06/30/2014
Account :

ACCOUNT DETAIL

Investment : Repurchase Agreement

From Date : 06/30/2014
To Date : 07/01/2014

Rate : .02000000 %
Principal : \$ 5,908,523.91
Interest : \$ 3.28

REPURCHASE AGREEMENT DETAIL

Collateralized By : \$ 222,293.28
FN-30 : AU7035
% Due : 4.00 %
Maturity Date : 11/01/2043

CUSIP : 3138X6Y90
Sequence : 063014
Price : 106.276629
Accrued Interest : \$ 740.98

REPURCHASE AGREEMENT DETAIL

Collateralized By : \$ 5,823,770.65
GN-II : MA1522
% Due : 4.00 %
Maturity Date : 12/01/2043

CUSIP : 36179NVPO
Sequence : 063014
Price : 107.198194
Accrued Interest : \$ 19,412.57

INVESTMENTS NOT FDIC INSURED



BNY MELLON

**Broker/Dealer Services
One Wall Street, Fourth Floor
New York, NY 10286**

Date: 06/30/14

000058 XBGSC301
ATTN: GREG WELCH, FINANCE DIRECTOR
CITY OF MANDAN
205 2ND AVE NW
MANDAN, ND 58554

Account Id: Tax Id Number:

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/30/14
The collateral segregated on your behalf on 06/30/14 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
3138W9BD1	FNMA FNMS 3.500% 07/01/43	280,000.00	278,445.03
TOTAL MKT VALUE			278,445.03



109 1st St. NW Mandan, ND 58554
701-663-6434 • 701-667-1619 (fax)

FAX

To:	Greg Welch	From:	Janice Richter
Company:	City of Mandan	Pages:	5
Fax #:	701-667-3223	Date:	07/02/2014
RE:	Pledge Report		

• The following is the pledge report for the month of June 2014. *This report lists all securities currently pledged for your deposit account(s).*

The pledges are reviewed and approved on a monthly basis by the Starion Financial Asset/Liability Management Committee and presented to the Board of Directors.

** If there is an increase in the balance of your account(s) prior to the month end check, please contact us, so that we may increase the amount of pledging if necessary.

If you have any questions, please feel free to contact me at 667-1620.

Thank you.

IMPORTANT: This message intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the United States Postal Service. Thank you.

Pledges By Pledgee And Maturity



Pledged To: City of Mandan

Starion Financial - Mandan, ND

As Of 6/30/2014

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
WELL: Wells Fargo	596782RJ3	AFS	MIDDLETON WIS 09/01/17	3.00	Aa1 N/A	250,000.00 100.00%	250,000.00	250,000.00	256,621.10	266,112.50
WELL: Wells Fargo	924478BS8	AFS	VERNON COUNTY WIS-NAT 04/01/18	4.20	A1 N/A	250,000.00 100.00%	250,000.00	250,000.00	252,391.21	257,852.50
WELL: Wells Fargo	3136G1F53	AFS	FNMA 1TIME CALL 02/28/14 08/28/18	1.25	N/A AA+	1,250,000.00 100.00%	1,250,000.00	1,250,000.00	1,250,000.00	1,230,313.75
WELL: Wells Fargo	31381U4F1	AFS	MBS FNMA >7 Yr Balloon 07/01/19	471622 1.86		993,673.00 100.00%	993,673.00	956,791.59	976,299.31	953,944.28
WELL: Wells Fargo	689146LJ5	AFS	OTSEGO MINN-AGM INSD 12/01/19	2.60	A2 AA	250,000.00 100.00%	250,000.00	250,000.00	250,718.07	262,302.50
WELL: Wells Fargo	3138L3AG9	AFS	MBS FNMA >7 Yr Balloon 03/01/20	AM2702 1.94		1,500,000.00 100.00%	1,500,000.00	1,465,021.86	1,499,245.91	1,452,014.74
WELL: Wells Fargo	31417YQM2	AFS	MBS FNMA 10-YR 07/01/20	MA0459 4.00		1,000,000.00 100.00%	1,000,000.00	257,396.58	266,312.39	273,357.04
WELL: Wells Fargo	385443K54	AFS	GRAND FORKS ND 12/01/21	2.80	Aa2 N/A	165,000.00 100.00%	165,000.00	165,000.00	164,414.19	177,955.80
WELL: Wells Fargo	144537NV5	AFS	CARRINGTON ND 05/01/22	4.05	N/A N/A	160,000.00 100.00%	160,000.00	160,000.00	160,000.00	163,950.40
WELL: Wells Fargo	672132AG2	AFS	OAKES ND SALES TAX 11/01/23	4.30	N/A N/A	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	403,748.00
WELL: Wells Fargo	604129LG9	AFS	MINNESOTA ST 12/01/23	5.00	Aa1 AA+	500,000.00 100.00%	500,000.00	500,000.00	575,245.52	588,410.00
WELL: Wells Fargo	578660EW8	AFS	MAYVILLE ND 05/01/24	2.30	N/A N/A	250,000.00 100.00%	250,000.00	250,000.00	250,000.00	245,922.50
WELL: Wells Fargo	672121FS4	AFS	OAKES ND 05/01/24	3.00	N/A N/A	275,000.00 100.00%	275,000.00	275,000.00	275,000.00	280,370.75

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

JUL/03/2014/THU 10:49 AM Starion Financial 90 FAX No. 7012501444 P. 003/004

Pledges By Pledgee And Maturity



Pledged To: City of Mandan

Starion Financial - Mandan, ND

As Of 6/30/2014

Page 13 of 47

Receipt#	CUSIP	ASC 320	Description	Pool/Type	Moody	Original Face	Pledged			
							Safekeeping Location	Maturity	Prerefund	Coupon
WELL: Wells Fargo	565480EZ9	AFS	MAPLETON ND 05/01/25	2.50	N/A N/A	385,000.00 100.00%	385,000.00	385,000.00	385,000.00	364,953.05
WELL: Wells Fargo	265867AN1	AFS	DUNSEITH ND PUBLIC SCH 08/01/25	1.50	Aa3 N/A	230,000.00 100.00%	230,000.00	230,000.00	230,000.00	212,540.70
WELL: Wells Fargo	31419GSJ4	AFS	MBS FNMA 15-Yr 10/01/25	AE5920 3.50		1,725,000.00 100.00%	1,725,000.00	742,988.38	778,416.42	787,280.56
WELL: Wells Fargo	745763HZ8	AFS	PULASKI WI CMNTY SCH DI 03/01/26	3.00	Aa3 N/A	370,000.00 100.00%	370,000.00	370,000.00	366,390.18	379,102.00
WELL: Wells Fargo	3138ASS78	AFS	MBS FNMA 15-Yr 09/01/26	AJ1441 3.50	N/A N/A	1,000,000.00 100.00%	1,000,000.00	451,062.57	465,637.39	477,931.19
WELL: Wells Fargo	3138ASS94	AFS	MBS FNMA 15-Yr 09/01/26	AJ1443 4.00		1,075,000.00 100.00%	1,075,000.00	705,451.41	761,216.42	758,557.19
WELL: Wells Fargo	3138E0KF5	AFS	MBS FNMA 15-Yr 12/01/26	AJ7493 3.00		1,000,000.00 100.00%	1,000,000.00	621,878.71	646,042.59	644,728.35
WELL: Wells Fargo	31417AM30	AFS	MBS FNMA 15-Yr 12/01/26	AB3977 4.00		1,500,000.00 100.00%	1,500,000.00	845,446.58	898,309.66	910,856.63
WELL: Wells Fargo	3138E7TW4	AFS	MBS FNMA 15-Yr 02/01/27	AK3264 3.00		1,000,000.00 100.00%	1,000,000.00	634,630.75	656,776.07	657,897.23
WELL: Wells Fargo	3128P7QP1	AFS	MBS FHLMC 20-Yr 03/01/31	C91362 4.50	N/A N/A	1,170,000.00 100.00%	1,170,000.00	604,460.18	649,905.41	658,904.74
WELL: Wells Fargo	36225EZC9	AFS	MBS GNMA II 1-Yr Tsy ARM 05/20/40	082538 3.50	N/A N/A	1,300,000.00 100.00%	1,300,000.00	548,013.18	583,143.15	575,553.53
WELL: Wells Fargo	3137AMNN3	AFS	FHR 4012 JK 12/15/40	EXCH 3.50		1,000,000.00 100.00%	1,000,000.00	733,937.73	768,022.60	771,284.43
25 Securities Pledged To: 170 - City of Mandan							18,998,673.00	13,302,079.52	13,764,107.59	13,755,844.36

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

JUL/03/2014/THU 10:49 AM Starion Financial 90 FAX No. 7012501444 P. 004/004



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

Consent No. 5

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

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

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

2815 Memorial Highway Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/14 Ending 6/30/15

Specific location where games of chance will be conducted and played at the site (required): Games will be conducted
 in the bar and restaurant area. excluding the restrooms.

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

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

1. Days of week of gaming operations _____

2. Hours of gaming _____

3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) Bar M Steakhouse, Llc		Site Name Bar M Steakhouse		Site Phone Number
Site Address 2815 Memorial Highway	City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Horse Race North Dakota		Rental Period 7/1/2014 to 6/30/2015		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ \$
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input checked="" type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 200.00
				Total Monthly Rent \$ 200.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

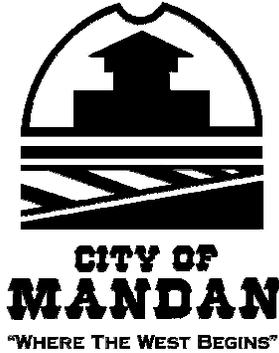
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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

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

Signature of Lessor <i>Mickey Berger</i>	Title <i>Owner</i>	Date 6/25/14
Signature of Lessee (Top Executive/Official) <i>Paula Moeckel</i>	Title President	Date 6-27-14

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 15, 2014
PREPARATION DATE: July 1, 2014
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Shirley Shaw, City Assessor
PRESENTER: Shirley Shaw, City Assessor
SUBJECT: Application from Creative Construction for Property Tax Exemption for Improvements to Commercial and Residential Buildings

STATEMENT/PURPOSE: To consider a 5-year tax exemption for Improvements to a Commercial Building pursuant to North Dakota Century Code 57-02.2.

BACKGROUND/ALTERNATIVES: Creative Construction is asking for up to a 5-year tax exemption for improvement on an existing commercial building.

The building is 60' x 120' x 16' metal building known formerly as Century Motors. The renovation will consist of roof repairs, wall renovation, spray foam insulation to roof and wall, doors, windows, stairs, the re-pouring of concrete floor at the 12' x 14' overhead door and apron on east shop side of the building 21' x 70'. Also plans for installing a new heating and air system in the proposed office area, new plumbing, electrical and interior finish of the office. See attachments for full details.

The estimated cost of the project is \$273,197.00.

A reassessment of the property was completed on June 18, 2014 with a 2015 assessed value at \$389,800. The property will still get the regular increases to the value during the exemption period.

This property is also known as Parcel #10093 at 4715 Memorial Hwy. SE on Lot 3, Block 1, West Bay Estates 3rd addition.

ATTACHMENTS: Application, drawings, summary of assessment, proposal and pictures of existing and proposed building, purchase agreement, and West Bay Estates 3rd Addition plat map.

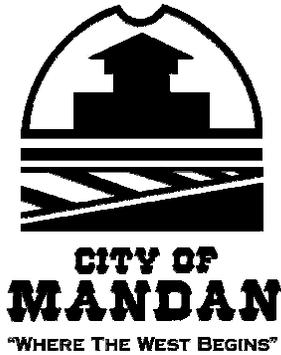
FISCAL IMPACT: Approximately \$3,780 per year for the improvements. The building's value will still be subject to property tax.

STAFF IMPACT: N/A

LEGAL REVIEW: Municipal Code 14-02-15.

RECOMMENDATION: Approval of a 5-year property tax exemption for Creative Construction due to meeting all criteria under State Statute 57-02.2.

SUGGESTED MOTION: A motion to approve the 5-year remodeling tax exemption by Creative Construction, with the project location of 4715 Memorial Hwy. SE, due to meeting all criteria under the State Statute 57-02.2 and with the condition of installation of an electronic handicap accessible entrance door that is required on every building open to the public that has received public funds in any form whatsoever as stated in the provisions of the City of Mandan Ordinance #1048; Municipal Code 14-02-15.



Board of City Commissioners

Agenda Documentation

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BACKGROUND/ALTERNATIVES: Creative Construction is asking for up to a 5-year tax exemption for improvement on an existing commercial building.

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The cost of the project is \$273,197.00.

A reassessment of the property was completed on June 18, 2014 with a 2015 assessed value at \$389,800. The property will still get the regular increases to the value during the exemption period.

This property is also known as Parcel #10093 at 4720 19th St. SE on Lot 3, Block 1, West Bay Estates 3rd addition.

ATTACHMENTS: Application, drawings, summary of assessment, proposal and pictures of existing and proposed building, purchase agreement, and West Bay Estates 3rd Addition plat map.

FISCAL IMPACT: Approximately \$3,780 per year.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of a 5-year property tax exemption for Creative Construction due to meeting all criteria under the City of Mandan's Property Tax Exemption for Improvements to a Commercial Property Policy and Guidelines and also under State Statute 57-02.2.

SUGGESTED MOTION: A motion to approve the 5-year tax exemption by Creative Construction due to meeting all criteria under the City of Mandan's Commercial Property Tax Exemption Policy and Guidelines and also under State Statute 57-02.2.

**Application For Property Tax Exemption For Improvements
 To Commercial And Residential Buildings**
 N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Lot 3 Block 1 West Bay 3rd Addition
 2. Address of Property 4720 19th St SE
 3. Parcel Number 10093
 4. Name of Property Owner Chad and Alicia Dietrich Phone No. _____
After 7/7/14
 5. Mailing Address of Property Owner 6623 FOX MEADOW DR, BISMARCK ND 58503

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). All new glass, doors, exterior surfaces that face Memorial Hwy, Repaint remaining (see proposal)
 7. Building permit No. _____ 8. Year built (residential property) _____
 9. Date of commencement of making the improvements 7/8/14 2015 Assessment
 10. Estimated market value of property before the improvements \$ 490,000 \$389,800
 11. Cost of making the improvement (all labor, material and overhead) \$ 270,000
 12. Estimated market value of property after the improvements \$ 800,000

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
 Applicant Chad Dietrich Date 4/29/14

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s):
See enclosed plans, Reassessment completed 6/18/14
 Assessor/Director of Tax Equalization Shirley Shaw Date 7/1/14

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied
 Approval is subject to the following conditions: _____
 Exemption is allowed for years 20__ 20__ 20__ 20__ 20__
 Chairperson _____ Date _____

Board of City Commissioners
 Agenda Documentation
 Meeting Date: July 15, 2014
 Subject: 5-Year Ad Valorem Tax Exemption for Creative Construction
 Page 4 of 20

2015 Assessment total \$ 389,800

PDF+PIN:011+65-6383755
 4720 19 ST SE, MANDAN
 City of Mandan
 Deed: WATERFRONT INVEST GROUP
 Contract: 10093
 CID#: DBA: MLS:
 Urban/Commercial
 Legal: None
 Map Area: Zone 11 - Com
 Route: 000-000-000
 Tax Dist: M1
 Plat Page: WEST BAY EST 3RD
 Subdiv:
 WORKING
 Tue, 7/1/2014, 10:03 AM Page 1
 Checks/Tags:
 Lister/Date: JB, 06/18/2014
 Review/Date: CHE, 12/28/2011
 Entry Status: Inspected

Land		Land		Land		Land		Land		Land		Land				
Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Depth Factor	EFF	Qual./Land	Unit Price	Total	Topo/Econ	Other	\$Adj	Land Value (Rnd to \$10)
Lump Sum						53,822.00	1.236					\$161,500	0%	0%	0%	\$161,500
Grand Total						53,822.00	1.236					\$161,500	0%	0%	0%	\$161,500

Lump Sum		Street: None		Utilities: None		Zoning: CC	
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount

Sales		Building Permits		Values															
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Type	Reason	Grade	Cond	Year	Mult	Phys% Fobs% Ecos% Other%	Other%	Appraised	B of R	St. Equalized	Prior Yr: 2005
1 of 2 Bldg																	\$93,400	\$80,700	
																	\$228,270	\$87,700	\$82,800
																	\$389,800	\$181,100	\$163,500

Item Count	Descriptions	Adjustments	Size / Dim Units	Additional Comments	Grade	Cond	Year	Mult	Phys% Fobs% Ecos% Other%	Other%	Appr. Value (Rnd to \$10)
1 of 2 Bldg	O401-Auto / Impl. Showroom & Sales		4,800	RCN: \$297,936	4-5	NML	1970	0.950	60		\$116,945
	(+) Hot Water Tank - 40-gal		1	Style: Metal - Steel	Low						
	(+) Rough Plumbing		1		Low						
	(+) 3-Fixture Bathroom		1		Low						
	(+) Sink-Service (Fiberglass)		1		Low						
	(+) Toilet Room		2		Low						
	(+) Door		1	O.H. Door - Power, 12 Ft Wide,			1970	0.950	60		\$1,204
	(+) Door		1	O.H. Door - Manual, 12 Ft Wide			1970	0.950	60		\$794
	(+) Door		2	O.H. Door - Manual, 3 Ft Wide,			1970	0.950	60		\$232
				Commercial Bldg TOTAL							\$119,170
1 of 2 Bldg	O501-Office - General			RCN: \$184,908	4-5	NML	1970	0.950	41		\$109,096
	P501-Office - General		2,400	Style: Frame - Wood							
	1st Flr Inset Adj		Square Feet 0								
				Commercial Bldg TOTAL							\$109,100

Prior Year	Comments	Value Import	Loc Urban	Class Comm	Land Value	Improvement Value	M & E Value	Total Value
2005					\$80,700	\$82,800	\$0	\$163,500

PDF#PIN:011+65-5393755 WATERFRONT INVEST GROUP Tue, 7/1/2014, 10:03 AM -Page 2

Prior Year	Comments	Value	Loc	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2006		Import	Urban	Comm	\$80,700	\$0	\$82,800	\$0	\$163,500
2007		Import	Urban	Comm	\$83,900	\$0	\$86,000	\$0	\$169,900
2008		Import	Urban	Comm	\$88,900	\$0	\$91,200	\$0	\$180,100
2009		Import	Urban	Comm	\$91,600	\$0	\$91,200	\$0	\$182,800
2010		Import	Urban	Comm	\$91,600	\$0	\$93,000	\$0	\$184,600
2011		Import	Urban	Comm	\$91,200	\$0	\$93,500	\$0	\$184,700
2012		Import	Urban	Comm	\$93,400	\$0	\$99,900	\$0	\$193,300
2013		Import	Urban	Comm	\$96,200	\$0	\$90,300	\$0	\$186,500



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WATERFRONT INVEST GROUP · Tue, 7/1/2014, 10:03 AM ·Page 3



Commercial Building

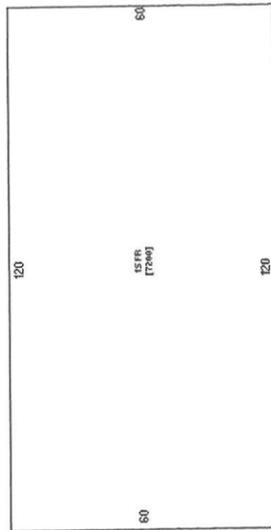
10000

Commercial Building

12/04/2013

Photo 9 of 9 12/04/2013
 Imported by PhotoDoc Import

Count	Notes
1	<p>Note Title: Original AS400 Notes</p> <p>2014 - PLATTED (2004) PREVIOUSLY PARCELS 2976-2977 & PART OF WEST BAY ESTATES 1ST ZONE CHANGED TO CC-ORD 1041 (2008) OH DOORS: 1 - 14' DOOR AND 1 - 12' DOOR 2-2 FIXTURE BATHROOMS AND 1-3 FIXTURE BATHROOM BUILDING SHOWS SIGN OF PHYSICAL DETERIORATION</p>





2325 Skylark Ave, Bismarck, ND 58504 chad@creativeconstructionllc.net
Fax: 701-223-2640

Chad and Alicia Dietrich
Memorial HWY
Mandan, ND 58554

March 7, 2014

**** PROPOSAL ****

**Remodel of existing 60'x120'x16' Metal Building, (former Century Motors):
As per attached floor plan and 3d drawings.**

Roof Repairs:

- Remove old sign brackets on ridge of roof.
- Replace all fasteners on the roof.
- Replace 4 rusted roof sheets.
- Remove all chimneys and that are not being used.
- Fix 2 holes in roof that currently leak.
- Install roof boot on power pole.
- Reattach gable trim correctly so it does not leak.
- Install all new eave closure, most are missing.
- Reattach gutters with some new gutter straps.

Wall Renovation:

- Remove all wall panels at the office area walls.
- Remove all stone along the office walls.
- Store-front glass and frames to be remove and discarded.
- Frame in new exterior walls to install 9 windows along the office area.
- Frame in for new entry way at the north wall with a vestibule.
- Cut off most of the North overhang and frame in a flat parapet wall for signage.
- Paint the exposed foundation along the office walls to match the new wall panels.
- Replace any damaged sheeting and trim on the shop walls with new or good used and paint all of the shop walls to match the office walls.

Spray Foam Insulation:

- 2" of closed cell foam to be added to the existing fiberglass roof and wall insulation.

Doors and Windows, stairs:

- 3 – Pre-assembled 3068 Solid Walkdoors with Lever Locks to replace the existing shop walk doors.
- 9 – 5'x5'-6" Dark bronze vinyl picture windows with low e glass.
- 1 – 3'x7' aluminum framed glass door with a closure and sidelights.
- 1 – 12'x12' Haas 2" thermal OHD with a new commercial door operator.
- 1 – 12'x14' Haas 2" thermal OHD with a new commercial door operator.
- 1 – Landing with a ADA ramp, and attached stairway.

Concrete:

- Cut out and repour floor at the 12'x14' overhead door.
- Pour a new concrete apron along the east shop side of the building. 21'x70'

Heating and Air:

- New heating and cooling forced air furnace with 2 zones for the office area.

Plumbing:

- 3 – Mansfield ADA elongated closet.
- 3 – Closet seat.
- 3 – Lucerne wall hung lav.
- 3 – Delta 501 lavatory faucet.
- 1 – Laundry tub sinks.
- 3 – Insulated trap / supply guard.
- 3 – 42" grab bar.
- 3 – 36" grab bar.
- 1 – 40 gallon gas water heater with a drain pan.

Electrical:

- New high bay fluorescent lights for the shop
- New fluorescent troffers for the office areas.
- 1 – 150amp sub-panel for the rental space.
- Switching for the new office spaces.
- Additional outlets for the office modifications.
- 1 – DVR security system with interior and exterior cameras, Observation from internet, 3 Terabyte recording space.
- 4 – Exterior wall pack lights.
- Wire new furnace.
- Wire vehicle hoist.
- Wire 220v air compressor.
- 2 – 56” electric ceiling fans and controls. Non-reversible.
- 1 – Voice over IP phone system.

Interior Finish “Office”

- Demo flooring and suspended ceiling. Bathroom flooring to remain.
- Move walls as shown on the floor plan.
- Build new walls as shown on the floor plan.
- Build all interior walls as shown on the plan with 2x4 dimensional lumber.
- Offices and bathroom walls to be insulated with a minimum of 3 ½” fiberglass for sound.
- 8 – 3’x6’-8” doors and trim, 2 of the doors to have half glass.
- 1 – 2’-6” pocket door.
- Sheetrock, tape, texture, and paint all window and door returns.
- All interior main floor walls to be sheetrocked, taped, textured, and painted. Texture to be orange peel, 1 coat primer, 2 coats paint.
- New 2x2 Suspended ceiling with reveal edge tiles.
- Floor allowance: \$5,808 (\$36 per sq yd)

Page 4

ITEMS ALSO INCLUDED:

- A) Plans required for Architectural Review Committee.
- B) Building Permit.
- C) High safety standards with safety equipment.
- D) Class A Contractor's license and insured.
- E) Creative Construction employees trained for building installation.
- F) Equipment for scope of work above.
- G) Management of all work in this contract.
- H) Garbage container for work included in this bid.
- I) Clean the building area during and after construction.

Exclusions to this proposal:

Winter weather construction labor fees, heating, sheltering, cold weather concrete additives.

TOTAL PACKAGE = \$273,197.00

(Two hundred, seventy three thousand, one hundred, ninety seven dollars and no cents.)

Payment Terms: 10% downpayment, payment for the materials at delivery, payment as the work progresses, and balance due upon completion.

If any item is not listed above, then it is not provided by Creative Construction, LLC.
Past due invoices will be assessed a finance charge of 18% per year.

Authorized Signature  PROPOSAL GOOD FOR 30 DAYS
Chad L. Dietrich - *President*

Acceptance Signature  Date 7/29/14
Print Alicia N Dietrich



Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: 5-Year Ad Valorem Tax Exemption for Creative Construction

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PURCHASE AGREEMENT

This Purchase Agreement is dated this 25th day of April, 2015.

THIS AGREEMENT is entered into by and between

Chad and Alicia Dietrich of 6623 Fox Meadow Drive, Bismarck, ND 58503 or as assigned, hereinafter designated as **PURCHASER/BUYER** and **Waterfront Investment Group LLC of 1098 Westwood Street, Bismarck ND 58504** hereinafter designated as **SELLER**. Received from purchaser earnest money in the amount of **\$10,000.00 DOLLARS** evidenced by check, to be deposited into the trust account of Bismarck Realty Co. Trust upon acceptance of this offer, as a deposit on account and applied to the **PURCHASE PRICE of \$490,000.00 DOLLARS** for the real property situated in the County of Morton, City of Mandan, State of North Dakota, described as: **4720 19th St. S.E., Mandan, ND, 58554, and legally described as: County PID # 65-005393755, City Parcel # 10093, Lot 3, Block 1, West Bay Estates 3rd Addition to the City of Mandan, ND,** as depicted on the attached Exhibit A, upon the following **TERMS and CONDITIONS:**

Purchaser agrees to pay cash, including earnest money down, by obtaining a conventional mortgage for the **balance of \$480,000.00, at closing.**

DUE DILIGENCE: The Purchaser shall have a due diligence period of 60 business days, plus extensions as set forth below. From the full execution of this agreement in which to fully inspect the property and determine its feasibility for use by the Purchaser. In the event an appraisal, a Phase I environmental study by Blacktail Environmental, and approval of the Mandan Fire Department, cannot be completed within this time frame, the due diligence period shall be extended for a 10 day period. Purchaser shall order said items within 5 business days from the full execution of this Agreement, which shall be paid for by the Purchaser. The Seller shall grant ready access to the property for the Purchaser and their agents to inspect the property and agrees to promptly supply information about the property as may be requested by the Purchaser. Purchaser, its agents and vendors here by agree to indemnify Seller against all damage which may occur as a result of said testing and shall return property to its original condition upon the completion of all testing. Seller, at Seller's expense shall, if it does not already exist, prior to closing, create an easement for access to the property from a public right of way. Seller shall attempt to obtain prior Phase I and Phase II reports and ALTA surveys and will provide them to Purchaser upon receipt.

In the event the Purchaser determines, in their sole discretion, that the building and property will not be suitable to them, the Purchaser shall give written notice of said determination to the Seller or their agent on or before the last day of the due diligence period or as extended as provided above. In this event, the earnest money shall be returned to the Purchaser in full and this Purchase Agreement shall be null and void. If no written notice of cancellation is received on or before the last day of the due diligence period or any extension thereof as provided above, then this transaction shall proceed to closing.

ENTIRE AGREEMENT. This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between the Seller(s) and Purchaser(s) and supersedes any other written or oral agreements between the parties herein. This Purchase Agreement can be modified only in writing signed by both Seller(s) and Purchaser(s). If this Agreement is assigned, all provisions of this Agreement shall be binding on successors and assigns. In the event this Agreement is the subject of litigation the legal jurisdiction shall be Burleigh County in the state of North Dakota.

ENCUMBRANCES. In addition to any encumbrances referred to above, Purchaser shall take title to the property subject to: (1) Real Estate Taxes not yet due and (2) Covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

SELLERS


PURCHASERS


PRIOR TO CLOSING. Prior to closing, Seller at Seller's expense shall furnish Purchaser with a title insurance commitment, showing marketable title in the Seller to the described real estate. Zoning ordinances, building and use restrictions and reservations in federal patents and state deeds shall not be deemed encumbrances or defects. If the Seller's title is not insurable or free of defects, as described above, and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to Seller, then the earnest money shall be refunded and all rights of the Purchaser terminated, except that Purchaser may waive defects and elect to purchase.

EVIDENCE OF TITLE in the form of a commitment to issue an Owners Title Insurance policy shall be provided to the Purchaser for their review, and upon closing the Seller shall pay for the premium for said policy to be issued. In the event the Purchaser shall require a Lender's Title Insurance Policy the cost of this policy shall be paid for by the Purchaser.

The property is to be conveyed by Warranty Deed, in a form mutually agreed by both parties, free and clear of all encumbrances except easements of record, real estate taxes, special assessments, if any, not yet levied and certified for collection, and all building and zoning laws, ordinances or statutes, protective covenants and restrictions of record.

LEASES, CONTRACTS. Within 5 business days of the full execution of this Agreement by the parties herein, the Seller shall deliver to the Purchaser a copy of any and all written leases or service contracts for the property, and describe in writing any verbal agreements, if any, that may affect the property. Upon execution of this agreement and prior to closing, Seller shall deliver written notice to tenant of said property with Seller's intent to terminate tenant's lease and occupancy of said property in 60 days from the date of said notice. Seller shall deliver a copy of said written notice to Purchaser 30 days prior to closing. **Seller shall make every effort to have property vacant as of closing date. Purchaser and Seller mutually agree to work out a solution should tenant still occupy premises.**

PERSONAL PROPERTY. The following personal property is also included as part of the property sold for the price: The building and land located at 4720 19th St., SE, Mandan, ND 58554

RISK OF LOSS. Any risk of loss to the property shall be borne by the Seller until title has been conveyed to the Purchaser. If the property is destroyed or substantially damaged (cannot be fully restored or repaired by Seller within 60 days of occurrence) before closing, then at Purchaser's option this Agreement shall become null and void by the Purchaser giving written notice of cancellation to the Seller within 30 days from the time of notification by the Seller to the Purchaser of said damage. Upon said cancellation the earnest money shall be returned in full to the Purchaser.

SQUARE FOOTAGE & ACREAGE. Buyer is aware that any reference to the square footage and / or acreage of the Property, both the real Property (land) and improvements thereon, is approximate. If square footage and / or acreage is a material matter to the Buyer, it must be verified by the Buyer.

PRORATIONS. Real estate taxes for the year of closing, based on the most current certified tax information available, shall be prorated between the parties as of date of closing. All prior year's real estate taxes shall be paid by the Seller.

SPECIAL ASSESSMENTS shall be paid as follows: The balance of special assessments, if any, shall be assumed by the Purchaser.

All installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing shall be prorated between the parties on a calendar year basis to the date of closing.

SELLERS


PURCHASERS



ENVIRONMENTAL CONCERNS. Seller here by discloses to Purchaser that there was a hazardous waste incident on the adjacent property to the West of the subject property and owned by the Seller. Purchaser is strongly encouraged to make all investigations it deems necessary regarding the subject property prior to closing. Seller makes no claims or warranties regarding the environmental fitness of said property.

SELLER WARRANTIES. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property. Seller warrants that there is right of ingress and egress to the Property from a public right of way at the time of closing. Seller warrants that upon the date of closing there will be no unpaid bills for any materials, labor, fixtures, construction, repair, alterations or improvements made or used in the property. Purchaser acknowledges that the building shall be in "as-is" condition at the time of closing. Other than the notices from the City of Mandan regarding the existing tenants occupancy of said property, Seller warrants they have not received any notice from any governmental authority as to violation of law, ordinance or regulation for any condition that remains uncorrected; or any other notice from any governmental authority regarding the subject property.

SURVIVAL OF WARRANTIES. All of the warranties, representations and covenants of this Agreement shall survive and be enforceable after the closing

INSPECTION. Seller shall make the property available for all inspections and tests upon reasonable notice by Purchaser, during any due diligence or inspection period identified herein.

RELEASE OF BROKERS. Seller and Purchaser hereby expressly release, hold harmless and indemnify all Brokers in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, roof, wind damage, hail damage, wood infestation or inspection reports, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

AGENCY DISCLOSURE. Chuck Huber (X Broker ___ Agent) of Bismarek Realty Co., stipulates that they are representing the Purchaser in this transaction and shall be due a 3% Brokerage fee based on the purchase price of the property.

DEFAULT. If the sale is approved by the Seller and the Seller's title is insurable or marketable and the Purchaser has satisfied all inspection and other contingencies noted herein within the time period agreed to or has not given the Seller written notice of any defects or cancellation within the agreed upon due diligence or inspection period, and the Purchaser thereafter for any reason fails, neglects or refuses to complete purchase "on or before the closing date stated below" and to make payments promptly as set forth herein, then, at Seller's option either the earnest money shall be forfeited to the Seller as liquidated damages and this contract thereupon shall be of no further binding effect or the Seller may demand and pursue any and all other remedies including but not limited to actual damages or demand and enforce specific performance of this Agreement.

If Seller, contrary to this Agreement, fails, neglects or refuses to perform as agreed, Purchaser may demand and pursue any and all remedies including, but not limited to, specific performance of this Agreement. A claim of either party for specific performance, or the Seller's claim for the earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within 90 calendar days after the scheduled date of closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of legal proceedings to claim the earnest money to the Broker who has possession of the earnest money within said 90 day period, then the Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the Purchaser, free of any claim by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to, specific performance.

SELLERS



PURCHASERS



Board of City Commissioners
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Meeting Date: July 15, 2014
Subject: 5-Year Ad Valorem Tax Exemption for Creative Construction
Page 18 of 20

1031 EXCHANGE. It is the intent of the Purchaser to complete an IRS Section 1031 tax deferred exchange with this property. The Seller agrees to cooperate with said exchange by executing the necessary documents to effect said exchange, at no cost or liability to the Seller.

POSSESSION. Possession of the premises is to be delivered to Purchaser upon closing.

CLOSING. Closing to be on or before July 7, 2014.

Closing shall take place at the offices of: North Dakota Guaranty and Title, 201 4th Avenue ND, Mandan ND 58554.

SETTLEMENT FEE: The closing fee to close said transaction at the title company shall be split equally between Purchaser and Seller.

The Seller shall provide and pay for the cost of the warranty deed, clearing of title by recording the necessary documents, updating title by providing a title insurance commitment or updated abstract of title, and the cost of title insurance, if any, as stated in this Agreement. The Purchaser shall pay for the cost of legal review or opinion of the title, lender's title insurance policy, if any, recording of the deed and other Purchaser related documents. Any closing cost not identified herein shall be paid for by the party ordering or contracting for such item, unless agreed to otherwise in this Agreement.

EXPIRATION. This offer shall expire unless a copy hereof with Seller's written acceptance is delivered to Purchaser or his/her Agent by **5:00 P.M., April 26, 2014.**

TIME. Time is of the essence of this Agreement.

UTILITIES. Buyer, at their sole cost and expense, shall determine if the utilities servicing said building are contained in the utility easements serving said lot on the attached Exhibit A. In the event that said utilities are not located in the easements as depicted on Exhibit A as noted above, Seller and Buyer shall work to a mutually acceptable agreement of how to resolve said issue. In the event the utilities are not contained in the easements noted above, and Buyer and Seller are unable to reach a mutually acceptable agreement of how resolve said issue, either party shall have the right to terminate this Agreement and all earnest money shall be returned to the Buyer.

REMOVAL OF ACCESS EASEMENT. Prior to closing, Buyer and Seller agree that Seller, at their sole cost and expense, shall remove the 30 foot access easement between Lots 1 and 2 providing access to Lot 3 as depicted on the attached Exhibit A.

SELLERS



PURCHASER



The undersigned Purchaser hereby acknowledges receipt of a copy hereof and acknowledges further that he/she has not received or relied upon any statements or representation by the undersigned Agent, which are not herein expressed.

Purchaser
By:  4/25/14 By: 
Chad Dietrich Date Alicia Dietrich Date

Agency: Bismarck Realty Co. By:  4-25-14
Chuck Huber Date

ACCEPTANCE

The undersigned Seller accepts the foregoing offer and agrees to sell the herein described property at the price and on the terms and conditions herein specified initiated above by Purchaser.

The undersigned Seller hereby acknowledges receipt of a copy hereof.

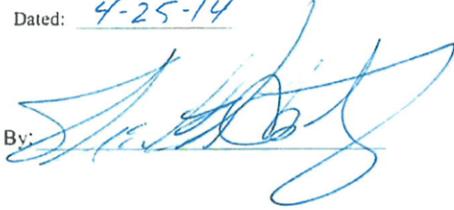
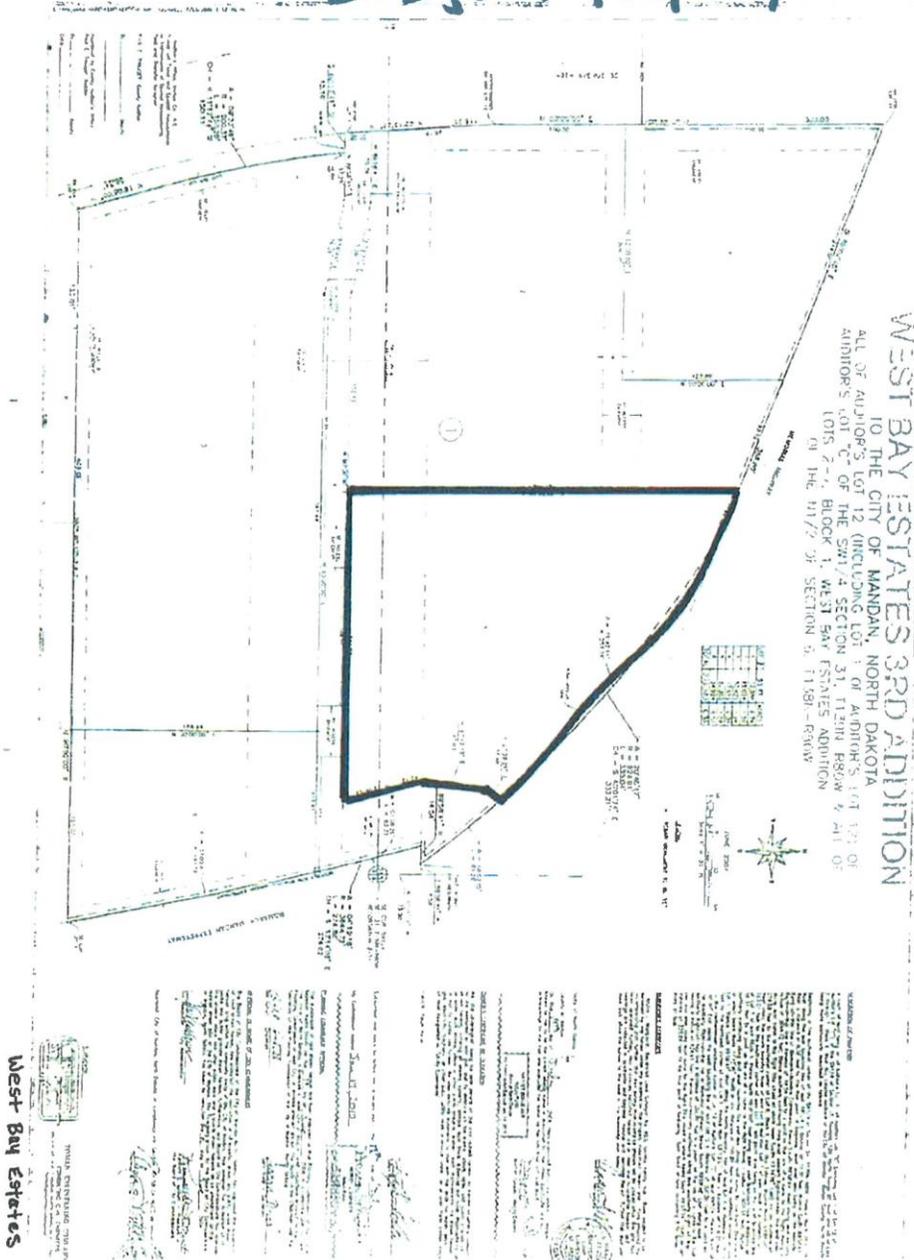
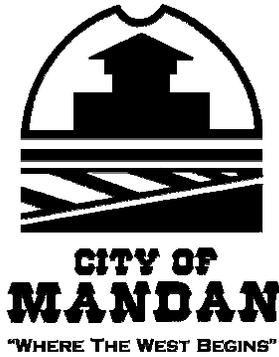
Dated: 4-25-14
By: 
Seller
Waterfront Investment Group
1098 Westwood St.
Bismarck, ND 58504
By: _____

Exhibit A
Subject Property





Board of City Commissioners

Agenda Documentation

MEETING DATE: July 15, 2014
PREPARATION DATE: July 11, 2014
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider approving amendment to Engineering Service Agreement with Wenck Associates, Inc. for Street Improvement District 195

STATEMENT/PURPOSE: Consider approving amendment to Engineering Services Agreement with Wenck and Associates, Inc. to add to the total for Design services of Roughriders, SID # 195.

BACKGROUND/ALTERNATIVES: Wenck and Associates were selected to provide design engineering services for the Street Improvement District No. 195 project (Roughriders). During design, it was realized by Wenck that the mill and overlay approach was not the best for these streets, thus some additional inspection and design work was necessary.

In order to keep the project going, Wenck was instructed by our office to continue designing their recommended mine and blend approach to the project. In April, Wenck submitted a letter describing the additional work and change in fees for that work amounting to \$11,870.

ATTACHMENTS:

- 1) Fee Increase Justification Letter from Wenck
- 2) Consulting Services Agreement
- 3) Attachment A, Scope of Services

FISCAL IMPACT: As part of the projects' total cost, these services would be paid for by assessments to benefiting properties. With the added cost, the design of the project comes to just under 9% of bid amount. This amount to be included in the project total which is to be assessed to benefiting properties.

STAFF IMPACT: Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider approving amendment to Engineering Service Agreement with Wenck Associates, Inc. for Street Improvement District 195

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

RECOMMENDATION: Approve the amendment to the Engineering Services Agreement for design engineering with Wenck Associates, Inc. for Street Improvement District 195.

SUGGESTED MOTION: I move to approve the amendment to the Engineering Services Agreement for design engineering with Wenck Associates, Inc. for Street Improvement District 195.

Board of City Commissioners

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Meeting Date: July 15, 2014

Subject: Consider approving amendment to Engineering Service Agreement with Wenck Associates, Inc. for Street Improvement District 195

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Wenck Associates, Inc.
301 1st Street NE – Suite 202
Mandan, ND 58554

(701) 751-3370
Fax (701) 751-3372
E-mail: mgreer@wenck.com

April 22, 2014

Mr. Justin Froseth
Director – Engineering and Planning
City of Mandan
Mandan City Hall
205 2nd Ave NW
Mandan, ND 58554

Re: Preliminary Fee Increase Justification

Dear Mr. Froseth:

Wenck Associates, Inc. (Wenck) provided The City of Mandan a preliminary not-to-exceed design fee estimate of \$51,230 for design and bidding services for City of Mandan project 2014-13, Street Improvement District 195. The preliminary estimate was fee-based on anticipated hours and associated costs to complete field work, project design, and bidding assistance.

Referencing previous discussions with City staff and due to multiple changes in the project scope, Wenck is requesting authorization to invoice additional fees. After reviewing current project totals and anticipated hours remaining to complete bidding assistance, Wenck proposes a new total fee amount of \$63,100. Total invoiced fees will still be on a time and materials basis for actual hours and costs accrued by Wenck while performing the work. The new amount will not be exceeded without prior written authorization.

If you have any questions, please don't hesitate to contact me.

Respectfully,

WENCK ASSOCIATES, INC.



Michael J. Greer, P.E.

CONSULTING SERVICES AGREEMENT

This Engineering Services Agreement (Agreement) for the "***Street Improvement Projects 2014-12 District #194, 2014-13 District # 195, and 2014-14 District #196***" outlines the terms and conditions under which Wenck Associates, Inc. (Wenck) will provide design engineering and consulting services to the City of Mandan (City).

1. **Scope of Services.** The parties to this Agreement intend that the terms of this Agreement will apply to a range of different services as spelled out in Attachment A. Services in connection with any specific project and changes in a previously agreed scope of services shall be undertaken only after a written Authorization is executed by both parties. Wenck is solely responsible for determining the means and methods of performing the services described in any Authorization, and shall have complete responsibility for ensure the qualifications of all personnel (including subcontractor personnel) performing services described in any Authorization.
2. **Standard of Care.** In performing these services, Wenck shall assign qualified personnel and perform its service with the skill, diligence, and quality control measures ordinarily exercised by a recognized professional engineering consulting firm performing services of a similar nature at the same time and in the same geographical area. Wenck acknowledges that the City will be relying upon the accuracy, competence, and full performance of Wenck's services.
3. **Compliance with Laws and Facility Safety Rules.** Wenck shall comply with applicable laws, ordinances, statutes, rules and regulations in effect at the time the services are performed.
4. **Fees.** The fees set forth in Attachment A to this Agreement shall apply to all domestic services rendered by Wenck pursuant to any Authorization.
5. **Payment for Services Rendered Pursuant to an Authorization.** Payment by the City for properly rendered services shall be due within 30 days of receipt of an invoice. Wenck invoices will be submitted to the City on a monthly basis. If the City objects to any portion of an invoice, the City shall notify Wenck of the objection within fifteen days and shall work diligently, and in good faith, with Wenck to resolve any objections.

6. **Confidentiality.** With regards to "Confidential Information:"

- a. Wenck shall keep all Confidential Information in a secure location and shall not disclose any Confidential Information to any party except as authorized by the terms of this Agreement, or specifically authorized in writing by the City, or as required by a subpoena, warrant or court order.
- b. Wenck shall not use Confidential Information for any purpose except to perform services pursuant to the terms of this Agreement.
- c. Wenck shall immediately notify the City, in writing, upon receipt of a request for disclosure of any Confidential Information.

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

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

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

Upon receipt by the City, Wenck shall submit certificates of insurance evidencing compliance with these requirements.

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

10. **Representatives.** Kevin Magstadt will be the representative for Wenck for the purpose of this Agreement. Jim Neubauer (City Administration) will be the City's representative for the purposes of this Agreement.

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Meeting Date: July 15, 2014

Subject: Consider approving amendment to Engineering Service Agreement with Wenck Associates, Inc. for Street Improvement District 195

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11. **Termination.** This Agreement shall be terminable at will by either party upon written notice to the other party via certified mail. Termination of this Agreement does not relieve either party of its obligations with regard to Authorizations or work orders executed prior to the time of termination.
12. **Governing Law.** This Agreement is made in the State of North Dakota and shall be governed by its laws.
13. **Severability.** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
14. **Entirety of Agreement.** This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

ON BEHALF OF
CITY OF MANDAN, ND



Name: Jim Neubauer
Title: City Administrator
Date: 3-18-14

WENCK ASSOCIATES INC.



Name: Kevin J. Magstadt P.E.
Title: Principal/Regional Manager
Date: 3-18-2014

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider approving amendment to Engineering Service Agreement with Wenck Associates, Inc. for Street Improvement District 195

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Wenck Associates, Inc.
301 1st ST NE STE 202
Mandan, ND 58554

(701) 751-3370
Fax (701) 751-3372
E-mail: kmagstadt@wenck.com

Attachment A

March 14, 2014

Mr. Justin Froseth
Planning & Engineering Director
City of Mandan
205 Second Avenue NW
Mandan, ND 58554

RE: 2014 Mandan Street Improvement Districts 194, 195, & 196; Project No.'s 2014-12, 2014-13, & 2014-14
Mandan, North Dakota

Dear Mr. Froseth:

At your request, Wenck Associates, Inc. (Wenck) has prepared this proposal to provide engineering services for preparing construction plans and specifications for the "2014 Mandan Street Improvement Districts 194, 195, & 196; Project No.'s 2014-12, 2014-13, & 2014-14" as identified on the attached figures.

The project areas will be separated into three street improvement districts:

- Developer's West Acres, Ventures, and Crown Point – 2014-12
- Roughrider – 2014-13
- Mandan Industrial Park – 2014-14

The following identifies work included in the design scope:

Design (Time and Materials Based Fees)

- Project management
- Coordinate geotechnical testing services
- Preliminary topographic survey (reconstruction areas)
- Inspection and evaluation of existing concrete curb, sidewalk, and valley gutter for replacement
- Design and coordinate street light installation
- Prepare construction plans and specifications including all necessary bid documents
- Available to respond to bidder questions and coordinate addenda
- Provide information to assist city in preparation of assessment roll
- Attend public meetings necessary to obtain approval of the project

Board of City Commissioners

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Subject: Consider approving amendment to Engineering Service Agreement with Wenck Associates, Inc. for Street Improvement District 195

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Timing considerations

- Bid ready plans and specifications for the proposed work in accordance to the timeline identified by the City.

Fee Breakdown

Project	Estimated Construction Cost	Estimated Wenck Fees
SID 194, Project 2014-12	\$ 1,961,224.79	\$ 76,262.45
SID 195, Project 2014-13	\$ 585,839.39	\$ 51,229.92
SID 196, Project 2014-14	\$ 1,716,095.11	\$ 86,619.61
Total	\$ 4,263,159.29	\$ 214,111.98

The estimated total engineering cost for the above scope including design and bidding services is \$214,111.98. The design fee estimate is based off anticipated design hours per Wenck's review of the preliminary scope of construction. Therefore, these estimated fees are subject to change. This work will be completed on an hourly time and materials compensation basis, and Wenck will not exceed the authorized budget unless approved otherwise prior to proceeding. . Wenck will invoice monthly for each project separately.

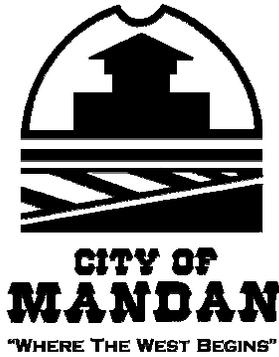
Should you have any questions, or need clarification of anything presented in this proposal, please do not hesitate to call me at (701) 751-3370.

Sincerely,

WENCK ASSOCIATES, INC.



Kevin J. Magstadt, PE
Principal/Regional Manager



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 15, 2013
PREPARATION DATE: July 11, 2013
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director
PRESENTER: Jeff Wright
SUBJECT: Consider street repair work on 37th Ave NW and overlay on Old Red Trail.

STATEMENT/PURPOSE:

Consider awarding street repair work on 37th Ave NW and overlay on Old Red Trail to Northern Improvement Co. through a change order through SID #176, Lakewood 6th and 7th Addition.

BACKGROUND/ALTERNATIVES:

The new grade school north of Old Red Trail on 37th Ave NW is ready to open this fall, as you know we had problems on 37th Avenue with wet conditions and all the new construction going on in the area and needed to repair the streets in 2012. The new street repairs are holding up great, but we are seeing similar break ups from Old Red Trail north to where we began and ended our repairs in 2012. I received two estimates for the work from Northern Improvement Co. and Mariner Construction, with Northern Improvement Co. being low at \$136,437.80.

Also, as part of the project we received two estimates for overlaying Old Red Trail from Highland Road to Crown Point Rd. Patching of the road is being done by Public Works crews and the proposed overlay will add the additional strength to get us to the Urban Road Project planned for 2016, which includes widening and turn lanes where needed. Northern Improvement Co. was low bidder at \$118,214.70.

The total of the work proposed would be less than 20% of the original estimate for the SID #176 project, as required by century code in order to allow a change order.

To date we have utilized the funding received from the State for roadway repairs for the following projects:

- Overlay of 2nd Street NW from Collins to 6th Ave NW – work done in 2013

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Subject: Consider street repair work on 37th Ave NW and overlay on Old Red Trail.

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- Overlay of 46th Ave SE from 29th Ave SE to South Bay Dr. SE – work done in 2013
- NDDOT overlay projects on 9th Ave NE, 24th Ave SE and Longspur, and 40th Ave SE – to be done in 2014

ATTACHMENTS: Estimates, Location Map

FISCAL IMPACT: The City of Mandan received \$843,243.59 from the State Treasurer and the funds have been placed in the Highway Distribution Fund for use on roadway maintenance purposes. Finance Director Welch indicated after the local share for the NDDOT projects, there would be an estimated balance of \$369,700 to cover these costs.

STAFF IMPACT: N/A

LEGAL REVIEW: City Attorney Brown has reviewed the item.

RECOMMENDATION: I recommend awarding street repair work on 37th Ave NW and overlay on Old Red Trail to Northern Improvement Co. through a change order for SID # 176, for \$254,652.50.

SUGGESTED MOTION: Move to award street repair work on 37th Ave NW and overlay on Old Red Trail to Northern Improvement Co. through a change order for SID # 176, for \$254,652.50.

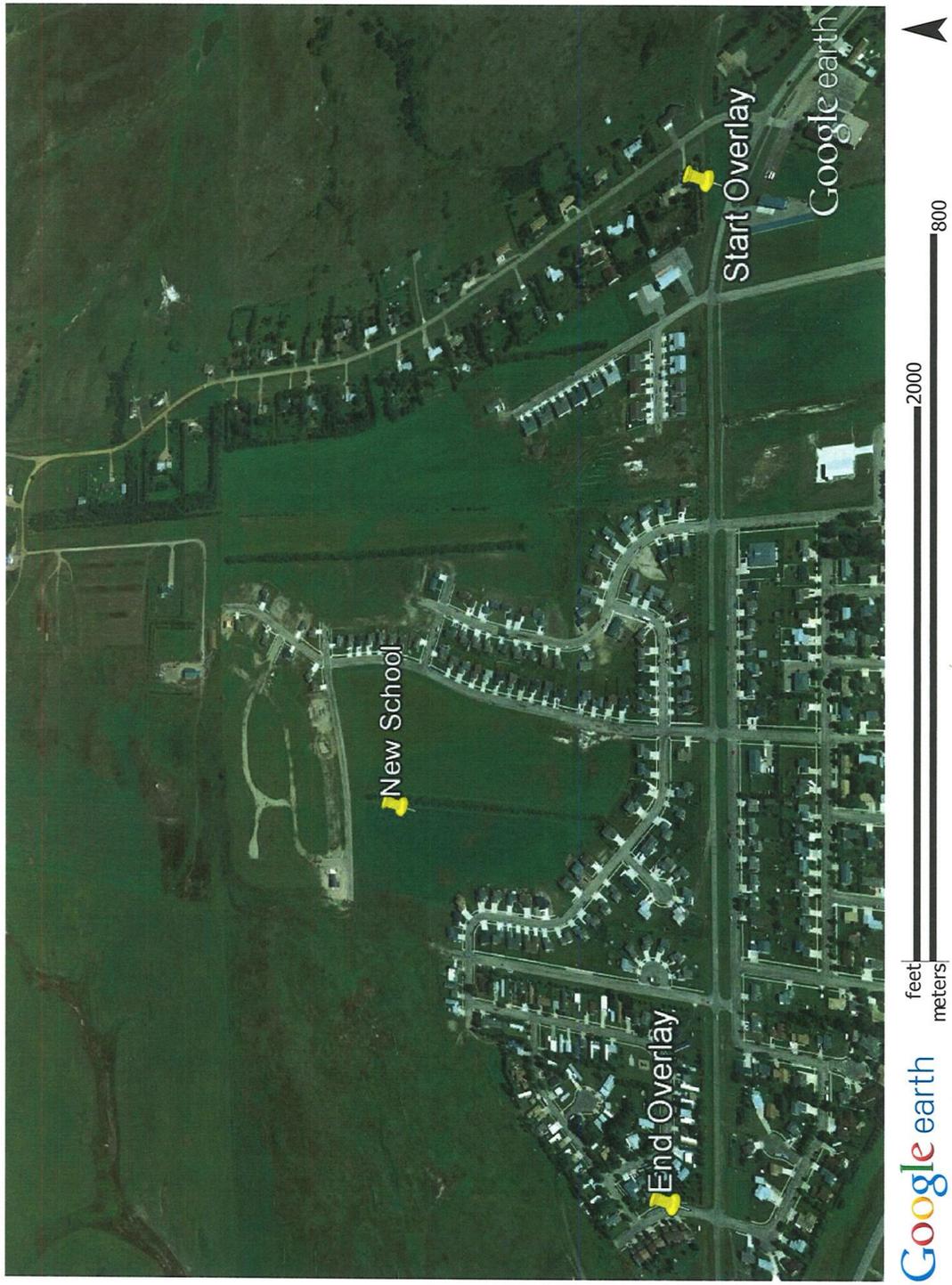
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Subject: Consider street repair work on 37th Ave NW and overlay on Old Red Trail.

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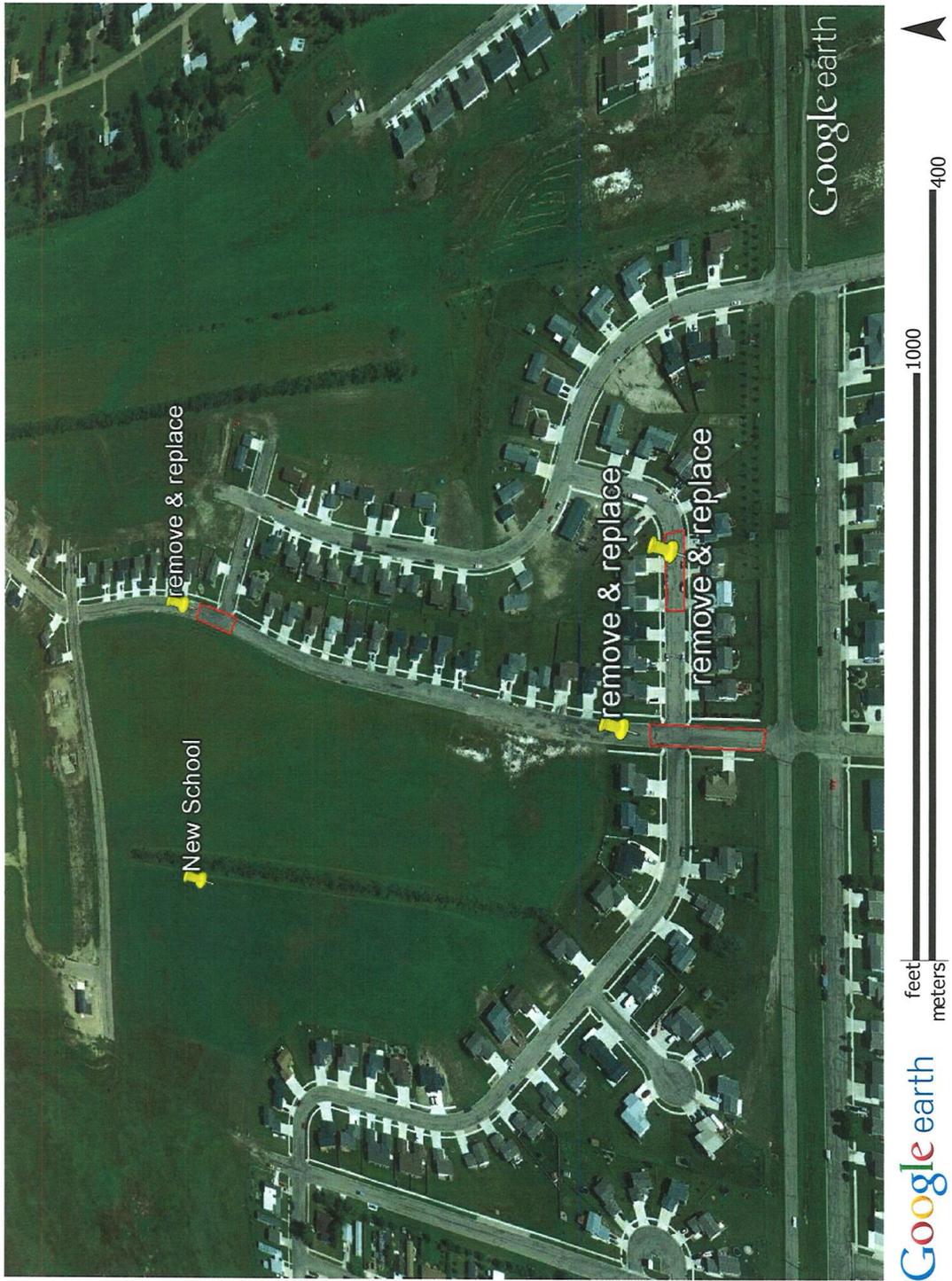
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Subject: Consider street repair work on 37th Ave NW and overlay on Old Red Trail.

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Mariner Construction

ASPHALT OVERLAY QUOTE REQUEST (SEE ATTACHED MAP)

	UNIT	QUANTITY	UNIT COST	TOTAL
OPTION 1				
ASPHALT LEVELING	TON	200	<u>\$130.00</u>	<u>\$26,000.00</u>
2" ASPHALT OVERLAY	TON	1090	<u>\$105.00</u>	<u>\$114,450.00</u>
TRAFFIC CONTROL	LS	1	<u>\$6,500.00</u>	<u>\$6,500.00</u>
				<u>\$0.00</u>
	TOTAL			<u>\$146,950.00</u>
OPTION 2				
2" ASPHALT OVERLAY	TON	2485	<u>\$100.00</u>	<u>\$248,500.00</u>
TRAFFIC CONTROL	LS	1	<u>\$3,000.00</u>	<u>\$3,000.00</u>
	TOTAL			<u>\$251,500.00</u>

TESTING TO BE INCLUDED IN ABOVE PRICES
MOBILIZATION TO BE INCLUDED IN ABOVE PRICES
COMPLETION IN 2014
USE CLASS B CITY OF MANDAN MIX DESIGN
WORK TO CONFORM TO CITY OF MANDAN AND DOT SPECIFICATIONS
QUOTE GOOD FOR 30 DAYS

ASPHALT R&R REPAIR QUOTE REQUEST (SEE ATTACHED MAP)

	UNIT	QUANTITY	UNIT COST	TOTAL
ASPHALT REMOVAL	SY	2000	<u>\$5.20</u>	<u>\$10,400.00</u>
UNCLASSIFIED EXCAVATION	CY	1334	<u>\$14.00</u>	<u>\$18,676.00</u>
GEOTEXTILE FABRIC DOT R1	SY	2000	<u>\$3.00</u>	<u>\$6,000.00</u>
CLASS 5 GRAVEL 18"	TON	2000	<u>\$26.00</u>	<u>\$52,000.00</u>
ASPHALT PAVEMENT 4-1/2"	TON	500	<u>\$105.00</u>	<u>\$52,500.00</u>
	TOTAL			<u>\$139,576.00</u>

TESTING TO BE INCLUDED IN ABOVE PRICES
MOBILIZATION TO BE INCLUDED IN ABOVE PRICES
COMPLETION IN 2014
USE CLASS B CITY OF MANDAN MIX DESIGN
WORK TO CONFORM TO CITY OF MANDAN AND DOT SPECIFICATIONS
QUOTE GOOD FOR 30 DAYS

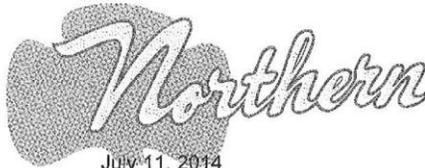
Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider street repair work on 37th Ave NW and overlay on Old Red Trail.

Page 6 of 7



July 11, 2014

Home Office
Fargo, North Dakota
4000-12th Avenue North
58102-2910
PO Box 2846
58108-2846
Phone 701-277-1225
Fax 701-277-1516

Office
Bismarck, North Dakota
PO Box 1254
58502-1254
Phone 701-223-6895
Fax 701-224-0957

Office
Dickinson, North Dakota
PO Box 1035
58502-1035
Phone 701-225-5197
Fax 701-225-0207

IMPROVEMENT COMPANY

Thomas M^cCormick, President/CEO
Steve M^cCormick, Executive Vice-President

TO: JEFF WRIGHT
CITY OF MANDAN PUBLIC WORKS

FROM: BRUCE THOMPSON, VP/ESTIMATOR
NORTHERN IMPROVEMENT COMPANY

RE: 34th & 37th Avenue Pavement Repairs
Mandan, ND

Dear Mr. Wright:

Northern Improvement Company submits the following quotation for the above referenced project. Prices are based on the information you provided.

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total</u>
<u>Option #1 (9.800 SY)</u>					
1	Asphalt Removal	SY	2000	\$ 5.20	\$10,400.00
2	Unclassified Excavation 24"	CY	1334	\$ 16.70	\$22,277.80
3	Geotextile Fabric NDDOT R1	SY	2000	\$ 2.60	\$5,200.00
4	Pit Run Gravel 18"	Ton	2000	\$ 21.70	\$43,400.00
5	Asphalt Pavement 4½" w/AC	Ton	500	\$ 99.40	\$49,700.00
6	Mobilization	LS	1	\$ 5,460.00	\$5,460.00
				Total	\$136,437.80

- All items are tied
- Final billing will be done from field measurements upon completion.
- Price excludes clearing & grubbing, surveying, striping, seal/tar coat, and City of Mandan permits.
- Price includes testing for the asphalt paving.
- Above prices include one mobilization.
- Price is based on 2014 completion.
- We exclude SWPP and erosion control.
- Asphalt pavement is Class B City of Mandan.
- All work to conform to City of Mandan and NDDOT Specifications.
- Quote may be withdrawn if not accepted within 30 days without prior agreement.
- If you have any questions please give me a call, Thank You.

www.nicnd.com
Highway - Heavy - Municipal Contractor
We are an Equal Opportunity Employer



Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider street repair work on 37th Ave NW and overlay on Old Red Trail.

Page 7 of 7



Home Office
Fargo, North Dakota
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Bismarck, North Dakota
PO Box 1254
58502-1254
Phone 701-223-6665
Fax 701-224-0937

Office
Dickinson, North Dakota
PO Box 1035
58602-1035
Phone 701-225-5197
Fax 701-225-6267

IMPROVEMENT COMPANY

May 30, 2014

Thomas M^cCormick, President/CEO
Steve M^cCormick, Executive Vice-President

TO: JEFF WRIGHT
CITY OF MANDAN PUBLIC WORKS

FROM: BRUCE THOMPSON, VP/ESTIMATOR
NORTHERN IMPROVEMENT COMPANY

RE: Old Red Trail Overlay
Mandan, ND

Dear Mr. Wright:

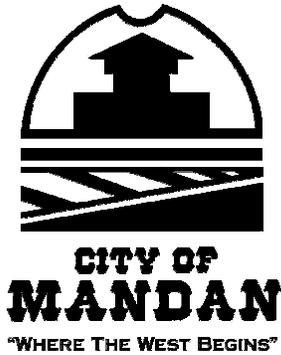
Northern Improvement Company submits the following quotation for the above referenced project. Prices are based on the information you provided.

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total</u>
	<u>Option #1 (9,800 SY)</u>				
	Asphalt Leveling	Ton	200	\$ 94.43	\$18,886.00
	2" Asphalt Overlay	Ton	1090	\$ 89.43	\$97,478.70
	Traffic Control	LS	1	\$ 1,850.00	\$1,850.00
	Flagging	Hrs		\$ 35.00	<u>\$0.00</u>
				Total	\$118,214.70
	<u>Option #2 (21,300 SY)</u>				
	2" Asphalt Overlay	Ton	2485	\$ 88.69	\$220,394.65
	Traffic Control	LS	1	\$ 1,850.00	\$1,850.00
	Flagging	Hrs		\$ 35.00	<u>\$0.00</u>
				Total	\$222,244.65

- All items are tied
- Final billing will be done from field measurements upon completion.
- Price excludes clearing & grubbing, cutting, removals, patching, surveying, striping, seal/tar coat, and City of Mandan permits.
- Price includes testing for the asphalt paving.
- Above prices include one mobilization.
- Price is based on 2014 completion.
- We exclude SWPP and erosion control.
- Asphalt pavement is Class B City of Mandan.
- All work to conform to City of Mandan and NDDOT Specifications.
- Quote may be withdrawn if not accepted within 30 days without prior agreement.
- If you have any questions please give me a call, Thank You.

www.nicnd.com
Highway - Heavy - Municipal Contractor
We are an Equal Opportunity Employer





Board of City Commissioners

Agenda Documentation

MEETING DATE: July 15, 2014
PREPARATION DATE: July 10, 2014
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Growth Fund Committee Recommendation on Storefront Improvement Application

STATEMENT/PURPOSE: To consider a recommendation by the Mandan Growth Fund (MGF) Committee regarding an application by Eve Kostecky/BREA for storefront improvement matching funds for 306 W Main Street.

BACKGROUND/ALTERNATIVES: The MGF met July 10, 2014 to consider the application. Eve Kostecky and her husband David Albrecht recently purchased the building at 306 W Main Street for operation of BREA boutique. Exterior improvements included in their Storefront Improvement application are staining of the brick to a red or maroon color, new storefront and transom glass with uniform trim and a black metal transition between windows, recessed lights above the front door and painting of the ceiling and wood above and around the door, replacement of storefront tile with metal/wood paneling, stamped concrete at the main entry, a new lighted business sign, replacement of the back doors with the addition of a dusk to dawn light, replacement of three rear windows and painting or new siding for rear, closed window spaces.

The exterior upgrades have received approval by the Mandan Architectural Review Commission at its meeting on July 8, 2014.

The estimated investment in the exterior improvements to street facing sides of the building is \$41,424 to \$43,424 depending upon the sign selected. Because of the possibility for unanticipated costs such as if the front door needs to be replaced to accommodate an automatic door opener, the applicant has asked to be approved for up to \$30,000 in matching funds not to exceed 50% of actual expenditures. The MGF voted unanimously with 7 of 9 members present to recommend approval at this amount.

The applicant is also planning to replace the building's roof and to make some interior improvements and thus plans to submit a Renaissance Zone application at a future date. A Retail and Restaurant Incentive application is also expected for the expanded square footage from Brea's existing location at 906 Second Street NW to this new location.

ATTACHMENTS: Kostelecky application.

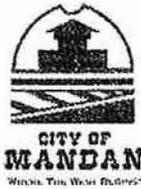
FISCAL IMPACT: Up to \$30,000 in matching funds at a 50% match rate subject to actual final investment in qualified exterior improvements. The balance in the Growth Fund for Storefront Improvement is \$87,896, with \$60,000 in commitments to two other projects approved this year but not yet complete, leaving an uncommitted balance of \$27,896 plus \$673,645 for unspecified types of economic development projects.

STAFF IMPACT: Minimal

LEGAL REVIEW: An automatic door is included in the proposal as required. There's also a recipient agreement that calls for a notice of potential lien on the property following project completion and issuance of matching funds in the form of a forgivable loan. The notice of potential lien requires that the building and improvements remain intact for 3 years with funding forgiven on a prorated basis over those three years.

RECOMMENDATION: The MGF voted to recommend approval of the application by Kostelecky for storefront funds at a 50% match rate up to \$30,000.

SUGGESTED MOTION: I move to approve the storefront improvement application by Eve Kostelecky at a 50% match rate to the actual investment, for up to \$30,000 in matching funds, to be provided as a forgivable loan upon project completion.



STOREFRONT IMPROVEMENT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: Eve Kostecky

Address: 906 2ND ST. NW MANDAN

Phone: _____ Fax: _____

E-mail: _____

Applicant Name:

(name of person/entity to receive grant)

Eve Kostecky / BREA

Property Owner:

Eve Kostecky & DAVID ALBRECHT

Property Address:

306 WEST MAIN STREET

Architect/Firm:

(if applicable)

Description of Property

Current tenant(s):

Commercial

BREA (CLOTHING BOUTIQUE)

Residential

occupied: _____ # vacant: _____

Building History (if available):

DAHRER'S MUSIC ; DEPARTMENT STORE (1978) EXROTH MUSIC (1972), MOCHA & MORE MOST RECENTLY

Total Cost of

façade renovation:

41,424
OR
\$ 43,424

(presenting 2 SIGN DESIGNS)

Forgivable

Loan Amount of

Requested:

\$ 20,712-21,712

Is the façade renovation part of a larger project?

Yes

No, the façade is the only work I am doing

If yes, please describe comprehensive project.

WE WILL BE RENOVATING THE INTERIOR TO BETTER SERVE A CLOTHING BOUTIQUE - ADDING DRESSING ROOMS, A STORAGE ROOM ON THE MAIN FLOOR, NEW PAINT, WALL COVERINGS AS WELL AS EXPOSING MORE BRICK UNDER THE CURRENT PLASTER, NEW LIGHT FIXTURES, REFINISHING HARD WOOD FLOORS, ADDING HANDCRAFTED DISPLAYS FOR CLOTHES REPLACING THE ROOF.



*STOREFRONT IMPROVEMENT
APPLICATION*

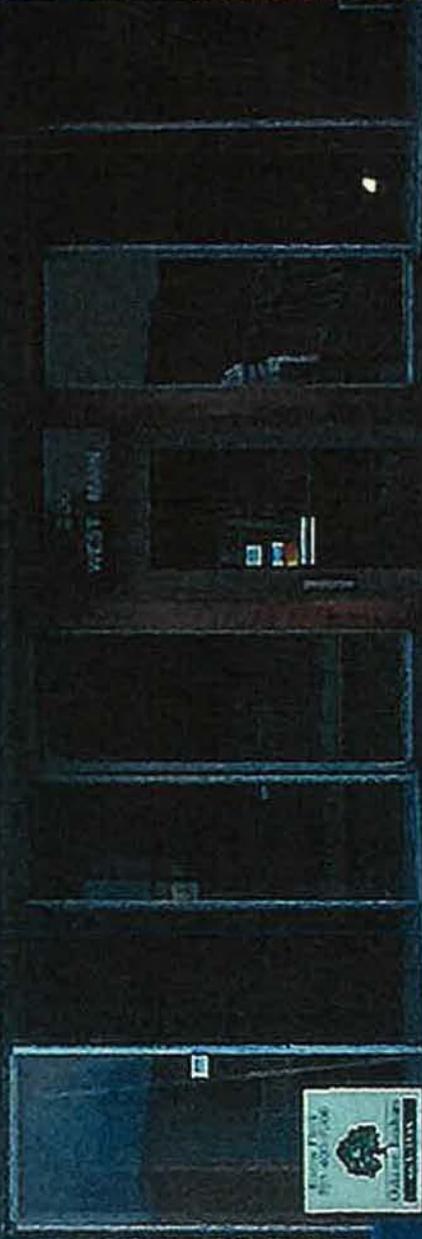
**ATTACHMENT 1:
PHOTOS**

(current and historic, if available)

MOCHA & MORE
Coffee, Gifts, and Antiques



SOLD



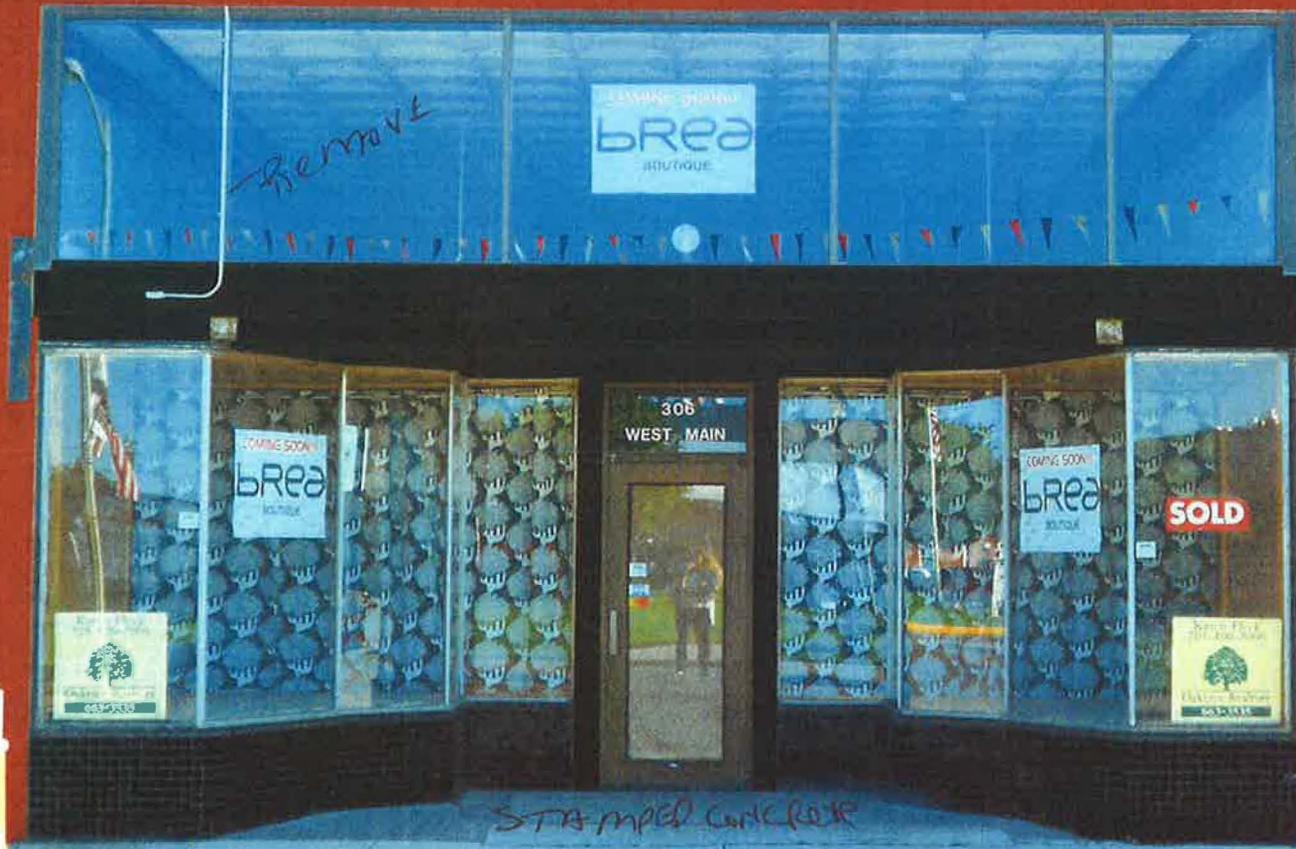




*STOREFRONT IMPROVEMENT
APPLICATION*

**ATTACHMENT 2:
DRAWINGS
PRE & POST**

bRea



\$6,000



**mann
SIGNS, INC**

1401 s 12th st, suite 3
bismarck, nd 58504
701-355-1111
www.mannsignsinc.com

CLIENT:

Brea

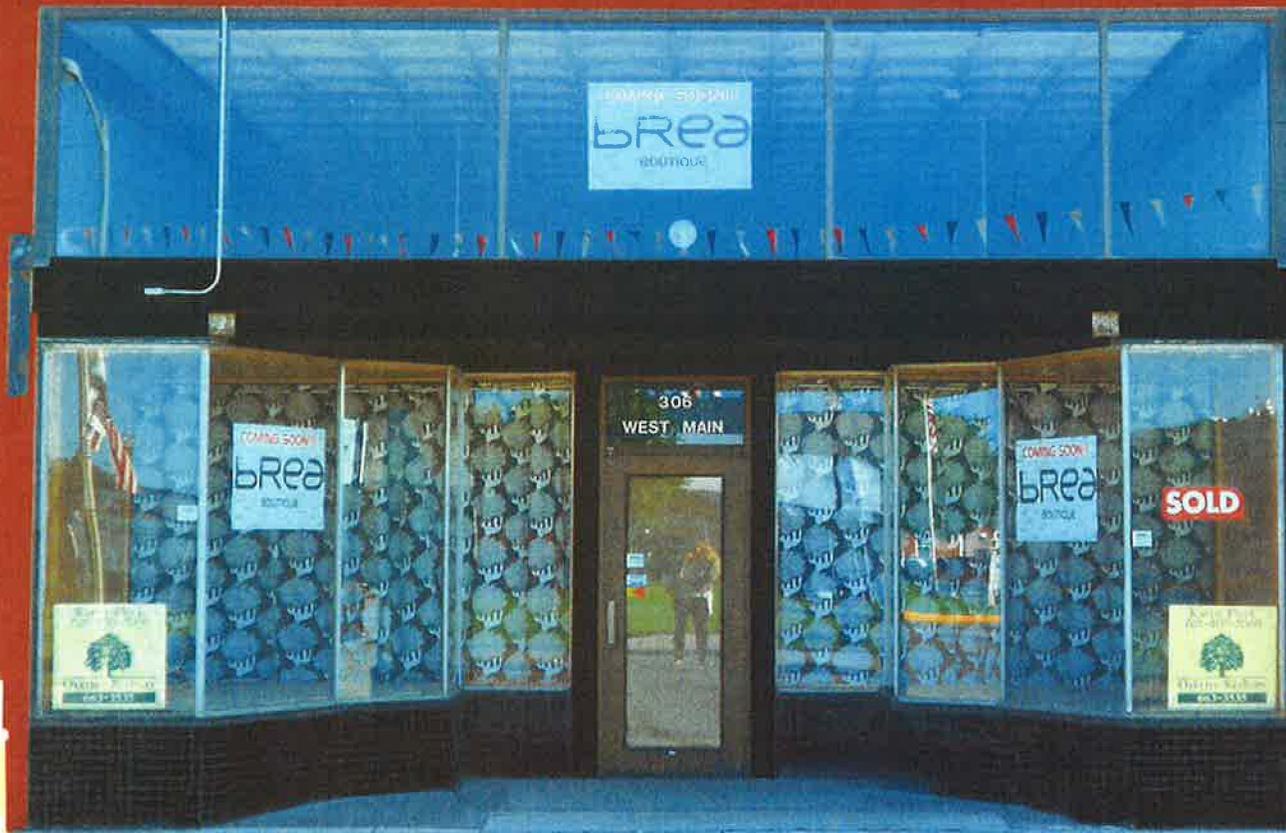
APPROVAL:

X

DUE TO VARIATIONS IN OUTPUT DEVICES, THE COLORS SHOWN HERE MAY NOT REFLECT ACTUAL COLORS.

THE CONCEPTS REPRESENTED IN THIS ARTWORK ARE THE PROPERTY OF MANN SIGNS, INC. AND MAY NOT BE USED IN WHOLE OR PART WITHOUT WRITTEN CONSENT FROM MANN SIGNS, INC.

BREA



\$8,000



mann
SIGNS, INC

1401 s 12th st, suite 3
bismarck, nd 58504
701-355-1111
www.mannsignsinc.com

CLIENT:

Brea

APPROVAL:

X

DUE TO VARIATIONS IN OUTPUT DEVICES, THE COLORS SHOWN HERE MAY NOT REFLECT ACTUAL COLORS.

THE CONCEPTS REPRESENTED IN THIS ARTWORK ARE THE PROPERTY OF MANN SIGNS, INC. AND MAY NOT BE USED IN WHOLE OR PART WITHOUT WRITTEN CONSENT FROM MANN SIGNS, INC.





STOREFRONT IMPROVEMENT APPLICATION

ATTACHMENT 3: BIDS & COST ESTIMATES

MANN SIGNS CREATED 2 SIGNS - WOULD LIKE TO
HAVE BOTH APPROVED IF POSSIBLE - THERE IS A \$2,000
DIFFERENCE BETWEEN THEM. SHOWN IN ATTACHMENT 2.

306 W Main St - Summary of Proposed Expenditures

Source of Estimate or Bid	Purpose	Estimated Cost
Mann Signs (alt. \$8,000)	BREA signage	\$6,000.00
Dove Painting	Stain brick	\$1,800.00
Faehrich Construction	tile removal, stamped concrete	\$1,600.00
Superior Glass	New storefront glass, auto door operator, back doors	\$23,855.00
Leingang Home Center	replace 3 back windows	\$3,374.00
CSN Electric	Sign wiring, light above rear door, recessed lights above front door	\$1,995.00
Tobias Marman Construction	Metal & wood paneling on lower 2-foot of storefront	\$2,800.00
Total		\$41,424.00
<i>Note: \$43,424 with alternate sign</i>		



Dove Painting
 722 N 4th St
 Bismarck, ND 58501
 Phone: 701-226-8753
dovepainting@gmail.com

Estimate / Contract

Date	Estimate #
7/3/2014	1209

Name / Address
Dave Albrecht & Eve Kostelecky 306 W Main St Mandan, ND 58554

Project

Description	Total
Stain of Brick on Store Front (brick only, not mortar)	1,800.00

Bid includes all needed paint and materials.	Total	\$1,800.00
----------------------------------------------	--------------	------------

Pay Schedule and Contract Agreement

1/2 of total due as a deposit before work to commence. Total invoice amount to be paid upon receipt of invoice. A 5% late fee will be added to invoice if payment is not received after 30 days. All material is guaranteed to be as specified, and the above work to be performed in accordance with the description provided and completed in a professional workmanlike manner. Any additional requested work and labor/material cost to be mutually agreed upon.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Customer authorization _____ Date _____

Thank you for choosing Dove.

B.A. Faehrich Construction
 3205 Hillside Rd
 Mandan ND 58554
 (701) 425-2121

Estimate for:
 Dave Albrecht

Estimate

Date	
7/2/2014	

Terms

Item	Description		
306 E Main St Mandan ND	Tile Removal		\$200.00
	Commercial Grade Strength Overlay Stamped and Stained		\$800.00
	Labor		\$600.00

Total	\$1,600.00
--------------	-------------------

Payments/ Credits	
-------------------	--

Balance Due	\$1,600.00
--------------------	-------------------



3323 East Broadway Avenue
Bismarck, ND 58501
701-258-5600 ~ FAX 701-221-2601

Requested By: Dave Albrecht
300 West Main Street
Mandan, ND 58554

July 03, 2014

For Property Located At:
~ Same ~

We Propose to Furnish & Install the following based on plans & specifications provided by: Site Visit

MAIN LEVEL:

Approximately 240 Sq. Ft. of Tubelite T14000 Bronze Anodized Aluminum Storefront with 1" Clear, Low-E Insulated Glass (Tempered Where Required) and One (1) RECORD 6100 Series Automatic Operator with Two (2) Wireless Push Pad Actuating Devices For The Net Sum Of:.....\$11,880.00

UPPER LEVEL:

Approximately 130 Sq. Ft. of Tubelite T14000 Bronze Anodized Aluminum Storefront with 1" Clear, Low-E Insulated Glass For The Net Sum Of:.....\$6,975.00

BACK ENTRANCE:

1 ~ 5'-4" x 6'-8" Custom Tubelite Bronze Anodized Pair of Doors & Frame with Panic Device, 1" Bronze Aluminum Insulated Panel and CR441 Door Closer For The Net Sum Of:.....\$3,200.00

ADD ON OPTIONS:

1 ~ 3'-0" Bronze Tubelite Door & Frame with Transom & Clear, Low-E Insulated Glass For The Net Sum Of:.....\$1,800.00

NOTICES: We Are NOT Responsible For Damage To Glass or Aluminum By Other Trades or Damages to any External Surfaces during Remodeling-Type Projects. No Construction Protection. No Temporary Enclosures or Heating. No Caulking or Final Washing or Cleaning of Glass or Aluminum, unless proposed above. Breakages resulting from conditions beyond our control will be charged as extras. Freight & Sales Tax Included unless otherwise noted above. Customer is responsible for all Late Fees & Collections Charges in Cases of Default.

CONTRACT IS GUARANTEED FOR 30 DAYS ONLY. **Terms: Due Upon Completion unless previously negotiated.**

ACCEPTED BY: _____

BY: Tom Wangler

Tom Wangler, President
Superior Glass, Inc.

ACCEPTANCE DATE: _____

*Please sign/date/return to authorize materials to be ordered

2601 Twin City Drive
 Mandan, ND 58554
 701-663-7966 • 1-800-732-7120
 Fax: 701-667-0865
 www.leingang.com



**WINDOWS
 RETAIL SALES CONTRACT**

Mandan • Bismarck
 Dickinson • Minot • Pierre

(Name and Business Address of SELLER - Hereinafter referred to as SELLER)

sells and, Eve Kostelecky or Dave Albrecht, hereby
 (Names and Mailing Address of BUYERS - Hereinafter referred to as BUYER)

purchases from the SELLER the following described GOODS and SERVICES: (All products will have the following specifications unless otherwise noted.)

Furnish and install OKNA Composite or vinyl windows, with insulated glass, multi lock system and screens on venting units. Window(s) will be wrapped with foam insulating tape and sealed into opening with silicone caulk.

Gut-out: Yes No Existing frame will be removed completely and new window or patio door installed into rough opening.

New Interior Trim: Yes No Unfinished (w/ paper) Finished Color: _____
 Ranch Colonial Oak Other _____

New Brickmold: Yes No Composite Wood wrapped with metal Color Window Match

Retrofit: Yes No Existing frame will remain in opening, sashes removed and new window set into existing frame.

Cover Existing Brickmold with Metal: Yes No No Mar Smooth PVC Color _____

Window Color: Outside: TBD Inside: TBD **DH Screen:** 1/2 Full **Vent Stops:** Yes No

Glass options: Double Pane LowE Argon Gas Triple Pane 1-LowE- 2-LowE- Argon Gas

Grids: Yes No Colonial Craftsman Perimeter Color Inside: _____ Outside: _____

Includes: ThruVision Plus Screen, Heatseal Spacer System, Double Heatshield Glass System and Insulated Frames.
 Follow Lead Safe Practices.



(3) OKNA Double Hungs

Installation Notes:

#1 - Cut off metal window bars. Frame Window approx. 6" smaller on width to allow current exhaust vents to outside.
 Finish outside in window matching coil.

#2 - Cut off metal window bars. Normal Install into Existing Frame

#3 - Leave Metal Window Bars. Replace rotten brickmold.

White Inside / Bronze, Cocoa, or Almond Outside \$4,054.00

Any Internal Grid Style.

Almond Inside / Almond Outside \$3,374.00

Colonial or Top Grids. +\$154.00

Bid Date 6-12-14

Prices subject to change 30 days from bid date.

Current Mail: 906 2nd St NW

Home Phone

Cash Price, Credit Card will incur a 3% convenience charge.

Street 306 West Main

Cell Phone 426-6170

Total \$ _____

City Mandan

Work Phone

Down Payment 25% \$ _____

Email D_ALBRECHT@HOTMAIL.COM

State ND Zip 58554

Due on Completion \$ _____

Initial Here

Buyer acknowledges structure being renovated was built in _____

Initial Here

Buyer acknowledges receipt of the **Notice to Buyer** and important information on the back side of this contract.

Initial Here

Buyer acknowledges receipt of two copies of the **Notice of Cancellation** and further acknowledges that Seller orally informed Buyer(s) of Buyers **RIGHT TO CANCEL** the contract.

KEEP A COPY OF THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS Executed by both Buyer and Seller this _____ day of _____, 20____

1½% per month late payment fee will be charged to all PAST DUE ACCOUNTS.

Each buyer hereby acknowledges receipt of a fully completed copy of this RETAIL SALES CONTRACT.

ACCEPTED BY SELLER

(BUYER)

Brandon Leingang

(AUTHORIZED REPRESENTATIVE)

(BUYER)

Yes No Permission to install Job Sign on property.



Date: 7/3/2014
 Invoice # [100]
 Expiration Date: 9/3/2014

CSN Electric
 1421 S 12th St
 Bismarck ND 58504
 701 426 4524
 Fax [000.000.0000]
 [e-mail]

[Name]
 BREa Boutique
 306 W Main St.
 Mandan ND 58554
 [Phone]
 Customer ID [ABC12345]

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
-------------	-----	-----------------	----------------	---------------	---------------	----------

Due on receipt

Qty	Item #	Description	Unit Price	Discount	Line Total
1		Install sign wiring			
1		Install dusk to dawn light above rear door			
1		Install three recessed lights above front door			
1		Material for above			\$750.00
1		labor			\$1200.00

Total Discount

Subtotal \$1950.00
Sales Tax \$45.00
Total \$1995.00

Quotation prepared by: NSK

This is a quotation on the goods named, subject to the conditions noted below. (Describe any conditions pertaining to these prices, any and all the terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return:

YOUR LOGO
 HERE

[Your company slogan]

Thank you for your business!

306 W. MAIN- EXTERIOR FAÇADE IMPROVEMENTS

Tobias Marman Construction

July 2, 2014
306 W. Main, Mandan

215 Airport Road
701-527 -1847

306 W. MAIN- EXTERIOR FAÇADE IMPROVEMENTS

July 2, 2014

Between the Owner: **Dave Albrecht-Owner**
306 W. Main, Mandan

And the Contractor: **Tobias Marman Construction L.L.C.**
215 Airport Road, Suite 301
Contractor License Number #30256
701-527-1847

For the Project: **306 W. Main, Mandan**

SCOPE OF WORK:

Work to consist of: Removing and demoing the existing blue tile façade on lower 2 foot area of exterior store front walls, and replacing it with approximately 65 square feet of metal or wood paneling. Front awning work to consist of removing it and wrapping with similar metal or wood paneling.

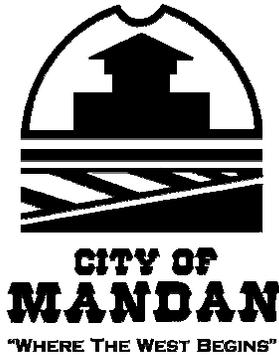
SPECIAL CONDITIONS:

There may be unseen issues that were not clearly visible at the initial site visit. Unseen conditions will affect the price of this project. Testing and removal of any asbestos bearing material, if any, is not figured into the above scope. If any, this work will be provided by others. Potential costs from this type of work to be paid for by Owner.

TOTAL BASE PRICE: **\$ 2,800.00**

BASE PRICE INCLUDES:

- 1.1.** All permits, design work, project administration and coordination.
- 1.2.** Demolition, trash removal, and metal work.



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 15, 2014
PREPARATION DATE: July 11, 2014
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth, Planning and Engineering Director
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider entering into an Engineering Service Agreement with AE2S for Water System Improvements

STATEMENT/PURPOSE: To hire AE2S engineering firm to provide engineering services for 2014 water system improvements.

BACKGROUND/ALTERNATIVES: The engineering department in cooperation with the public works department have identified a couple water system improvement projects that were amended to the capital improvements plan last year. The projects would be to;

- 1) Relocate a pressure reducing valve from north of I-94 to south of I-94 in order to improve pressures in this area.
- 2) Inspect Collins reservoir in anticipation of a reservoir improvement project. In order to do so it is necessary to install pipe and valves to drain Collins reservoir without disrupting any of the system downstream of it.

The Engineering department requests to hire AE2S in order to accomplish these projects.

ATTACHMENTS:

- Agreement between Owner and Engineer for Professional Services

FISCAL IMPACT: The Agreement for professional services is based on standard hourly rates and not to exceed \$73,000, the entire project is preliminarily estimated to cost near \$300,000. We have consulted with the Finance department and it has been agreed that this project is able to be funded by the water and sewer utility base rates.

STAFF IMPACT: Ongoing project coordination with AE2S will be necessary.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 15, 2014

Subject: Consider entering into an Engineering Service Agreement with AE2S for
Water System Improvements

Page 2 of 2

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

RECOMMENDATION: Enter into the agreement with AE2S.

SUGGESTED MOTION: I move to approve the Engineering Services Agreement with AE2S for the Mandan 2014 Water System Improvements.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 15, 2014 (“Effective Date”) between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 (“OWNER”) and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 (“ENGINEER”).

OWNER intends to construct the following improvements: **Mandan 2014 Water System Improvements** (“Project”) for the City of Mandan, as further described in Exhibit E. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 30 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, Construction and Post-Construction, and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum

rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

G. *Adjustment of ENGINEER's Compensation:* If it becomes apparent to ENGINEER that the amount estimated in paragraph C4.01.A in Exhibit C will be

exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter, OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. Not Used.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by

Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition).

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design or Bidding and Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and

waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at

OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

B. **Not Used.**

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. **Not Used.**

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of North Dakota.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

Not Used.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors,

partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. To the fullest extent permitted by law, but only to the extent that Engineer and Owner have agreed to a corresponding mutual waiver, Consultant and Engineer waive against each other, and the other's officers, members, directors, partners, agents, insurers, consultants, and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

6. The indemnification provision of Article 6.11.A.1 is subject to and limited by the provisions

agreed to by OWNER and ENGINEER in Article 6.12.

6.12 Limits of Liability

A. To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants, and any of them, to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants, or any of them (hereafter "OWNER's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

6.13 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.15 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.16 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.17 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement.

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon

completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The

terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the

Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, “ENGINEER’s Services,” consisting of seven pages.

B. Exhibit B, “OWNER’s Responsibilities,” consisting of two pages.

C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of one page and Appendix 1 to Exhibit C, “2014 Hourly Fee and Expense Schedule” consisting of two pages.

D. Exhibit D, “Duties, Responsibilities and Limitations of Authority of Resident Project Representative,” consisting of four pages.

E. Exhibit E, “Project Description”, consisting of two pages.

F. Exhibit F, **Not Used.**

G. Exhibit G, **Not Used.**

H. Exhibit H, **Not Used.**

I. Exhibit I, **Not Used.**

J. Exhibit J, **Not Used.**

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Mayor Arlyn Van Beek

By: _____

Title: President of Board of City Commissioners

Date Signed: _____

ATTEST: _____

Name: Jim Neubauer

Title: City Administrator

Address for giving notices:

City of Mandan

205 2nd Avenue NW

Mandan, ND 58554-3125

Designated Representative (paragraph 6.02.A):

Jeff Wright

Title: Public Works Director

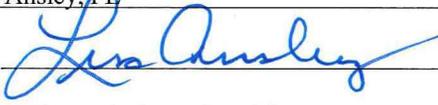
Phone Number: (701) 667-3240

Facsimile Number: _____

E-Mail Address: jwright@cityofmandan.com

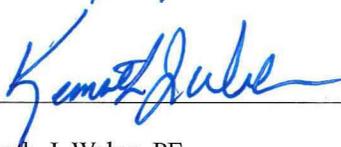
ENGINEER:

Lisa Ansley, PE

By: 

Title: Bismarck Operations Manager

Date Signed: 7/11/17

ATTEST: 

Name: Kenneth J. Weber, PE

Title: Senior Project Manager

Address for giving notices:

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street, Suite 301

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

Kenneth J. Weber, PE

Title: Senior Project Manager

Phone Number: (701) 221-0530

Facsimile Number: (701) 221-0531

E-Mail Address: Ken.Weber@ae2s.com

This is **EXHIBIT A**, consisting of eight pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated July 15, 2014.

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase* – **Not Used.**

A1.02 *Preliminary Design Phase*

A. ENGINEER shall:

1. Arrange and conduct a maximum of two meetings and two field trips with the OWNER to further define the intended improvements as generally described in the Agreement.

2. Develop preliminary improvement concepts resulting from the above meetings with general plans and general specification elements.

3. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, develop an opinion of probable Construction Cost and Total Project Cost.

4. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: None identified on the Effective Date of this Agreement.

5. Furnish the Preliminary Design Phase documents to and review them with OWNER.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Design Phase*

A. Upon authorization from OWNER, ENGINEER shall:

1. Arrange and conduct a maximum of three meetings with OWNER to further refine the intended improvements as generally described in the Agreement.

2. Obtain required data and measurements for improvements included as part of this Agreement.

3. On the basis of the authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

4. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

5. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

6. Perform or provide the following additional Final Design Phase tasks or deliverables: None identified on the Effective Date of this Agreement.

7. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate.

8. Prepare and submit three final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

B. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).

D. ENGINEER's services under the Design Phase will be considered complete on the date when the submittals required by paragraph A1.03 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Costs as determined in the Design Phase, and upon authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conferences, if any.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: Arrange and conduct a Pre-bid meeting and field trip with the prospective BIDDERS to define the intended improvements as generally described in the Bidding Documents.

5. Attend the Bid openings, prepare bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who

shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* **Not Used.**

4. *Pre-Construction Conference.* Participate in Pre-Construction Conferences prior to commencement of Work at the Sites.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and take appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.01.A.13 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver written notice of such to OWNER and Contractor if requested in writing to do so.

17. *Additional Tasks.*

- a. Perform Integration and Control interface of new electrical control panels and equipment with the SCADA system.
- b. Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting Project Work.
2. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
3. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization

A. If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Construction Contract completion dates.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. **Not Used.**

19. Preparation of operation and maintenance manuals beyond what is provided by the Contractor.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 *Required Additional Services*

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Providing in company with OWNER or OWNER's representative, an inspection of the Project after the Correction Period to ascertain whether any portion of the Work is subject to warranty.

This is **EXHIBIT B**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated July 15, 2014.

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. OWNER designated Construction Manager: **Not Used.**

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other Project related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory, as Owner deems necessary to perform additional inspections, tests, and approvals of Samples, materials, and equipment, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraph B.2.01.O. and P.

R. Perform or provide the following additional services: None identified on the Effective Date of this Agreement.

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated July 15, 2014.

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services*

A. OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C4.01 is \$73,000.00 based on the following assumed distribution of compensation.

- a. Design Phase \$ 30,000.00
- b. Bidding Phase \$ 9,000.00
- c. Construction Phase \$ 30,000.00
- d. Post Construction Phase \$ 4,000.00

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by OWNER.

5. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to ENGINEER.

C4.02 *For Additional Services Requiring OWNER's Authorization in Advance*

A. OWNER shall pay ENGINEER for services and reimbursable expenses for Additional Services set forth in Article A2.01 per the Hourly Fee and Expense Schedule included in Appendix 1 of Exhibit C.

C4.03 *For Required Additional Services*

Not Used.

This is **Appendix 1 to EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated July 15, 2014.

2014 Hourly Rate and Reimbursable Expense Schedule

Labor Rates			
Engineer I	\$ 96.00	Project Coordinator III	\$ 122.00
Engineer II	\$112.00	Project Coordinator IV	\$ 134.00
Engineer III	\$136.00		
Engineer IV	\$155.00	Marketing Consultant I	\$ 74.00
Engineer V	\$171.00	Marketing Consultant II	\$ 93.00
Engineer VI	\$195.00	Marketing Consultant III	\$109.00
Engineer VII	\$205.00	Marketing Consultant IV	\$124.00
Engineer VIII	\$213.00	Marketing Consultant V	\$142.00
		Senior Consultant	\$156.00
Program Coordinator I	\$155.00		
Program Coordinator II	\$164.00	Communication Specialist I	\$ 78.00
Project Manager I	\$162.00	Communication Specialist II	\$ 90.00
Project Manager II	\$187.00	Communication Specialist III	\$103.00
Senior Consultant	\$185.00	Communication Specialist IV	\$128.00
Technical Expert I	\$220.00	Communication Specialist IV	\$136.00
Technical Expert II	\$235.00		
Technical Expert III	Negotiable	IT I	\$ 88.00
		IT II	\$108.00
I&C Technician I	\$ 89.00	IT III	\$124.00
I&C Technician II	\$ 99.00	IT III	\$140.00
I&C Technician III	\$113.00	IT III	\$148.00
I&C Technician IV	\$123.00	T Manager	\$160.00
I&C Technician V	\$136.00		
I&C Technician VI	\$144.00	Financial Analyst I	\$ 77.00
I&C Technician VII	\$152.00	Financial Analyst II	\$ 92.00
		Financial Analyst III	\$108.00
Land Surveyor I	\$ 86.00	Financial Analyst IV	\$121.00
Land Surveyor II	\$105.00	Financial Analyst V	\$137.00
Land Surveyor III	\$112.00	Financial Analyst VI	\$156.00
Land Surveyor IV	\$128.00	Financial Analyst VII	\$171.00
Land Surveyor V	\$146.00	Financial Analyst VIII	\$187.00
Land Surveyor VI	\$154.00		
		Administrative I	\$ 52.00
Engineering Technician I	\$ 58.00	Administrative II	\$ 64.00
Engineering Technician II	\$ 75.00	Administrative III	\$ 75.00
Engineering Technician III	\$ 89.00	Administrative IV	\$ 87.00
Engineering Technician IV	\$104.00	Administrative V	\$ 96.00
Engineering Technician V	\$119.00	Administrative VI	\$105.00
Engineering Technician VI	\$133.00		
Engineering Technician VII	\$145.00		
		Intern I	\$ 44.00
GIS Specialist I	\$ 74.00	Intern II	\$ 50.00
GIS Specialist II	\$ 93.00	Intern III	\$ 54.00
GIS Specialist III	\$109.00	Intern IV	\$ 60.00
GIS Specialist IV	\$124.00	Intern V	\$ 71.00
GIS Specialist V	\$142.00		
GIS Specialist VI	\$160.00		
Land Title Agent I	\$ 72.00		
Land Title Agent II	\$ 90.00		
Land Title Agent III	\$106.00		
Land Title Agent IV	\$120.00		
Operations Specialist I	\$ 76.00		
Operations Specialist I I	\$ 87.00		
Operations Specialist III	\$109.00		
Operations Specialist I V	\$124.00		
Operations Specialist V	\$143.00		
Project Coordinator I	\$ 93.00		
Project Coordinator II	\$108.00		

Reimbursable Expense Rates

Transportation	\$0.65/mile
Survey Vehicle	\$0.70/mile
Service Vehicle - 1 Ton	\$1.00/mile
Air Transportation	\$1,600/hour
Photocopies 8½" x11"	\$0.10/copy
Plots -- Color Bond	\$1.25/s.f.
Plots -- Monochrome Bond/Vellum	\$0.75/s.f.
Plots -- Film/Photo High Gloss	\$2.00/s.f.
Digital Imaging	\$10.00/day
Laser Printouts 8½" x11"	\$0.20/page
Color Laser Printouts/Copies 8½" x11"	\$0.68/page
Fax	\$0.40/page
Projector	\$25.00/hour
Total Station -- Robotic	\$35.00/hour
Pro-XR GPS	\$15.00/hour
Fast Static/RTK GPS	\$50.00/hour
3D Laser Scanner	\$100.00/hour
Sonar Mite	\$50.00/day
Survey Monument	\$5.00/each
Fence Posts	\$8.00/each
Survey Lath	\$22.00/bundle
Survey Stakes/Hubs	\$13.00/bundle
All Terrain Vehicle/Boat	\$100.00/day
Hydrant Pressure Recorders	\$10.00/day
Telemetry Radio	\$10.00/day
Pressure Recorder	\$5.00/day
Pump Station Monitor	\$24.00/day
Area Velocity Module	\$30.00/day
Rain Gauge	\$12.00/day
I&C Supplies	\$10.00/unit
Lab Testing Equipment	\$500.00/day
Thermal Imaging Camera	\$300.00/day
Power Quality Analyzer	\$500.00/week
Process Calibration Instrument	\$200.00/day
Portable Oscilloscope	\$125.00/day
Antenna Watt-Meter	\$50.00/day
In-house Lodging	\$150.00/day
Outside Services**	cost *1.15
Out of Pocket Expenses***	cost*1.15
Rental Car	cost*1.20

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

*** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment each year on January 1.

These rates are subject to adjustment each year on January 1.

This is **EXHIBIT D**, consisting of four pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated July 15, 2014.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - b. Maintain construction observation notes, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.

- e. **Not Used.**
11. *Reports:*
 - a. Prepare periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
 - d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
 12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.
 14. *Completion:*
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
 - a. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated July 15, 2014.

Project Description

The project consists of: installation of a new PRV vault and interconnecting pipes near the intersection of 6th Avenue NW and Boundary Road NW; installation of Collins Avenue Reservoir by-pass piping at the intersection of 1st Street NE and 5th Avenue NE; and installation of a 2" PRV system on the Service line to the serve Centre Inc. near 6th Avenue SE and 1st Street SE. In general, the project services consist of the following major elements:

DESIGN PHASE 040

The Design Phase is comprised of the primary tasks identified below:

1. Project Kick-off Meeting
 2. Design Survey
 - a. Survey coordination
 - b. Topographic survey of the three sites
 - c. Coordination with One Call
 - d. Complete utility survey
 - e. Tie in street R/W and highway R/W
 3. Permitting
 - a. No permits anticipated.
 4. 30% Progress Review
 - a. 30% Preliminary Cost Estimate to verify project budgets based on detail conditions
 5. Plans, Specifications, and Bid Documents – Prepare plans, specifications, and bid documents for the installation of the water system improvements as detailed above. Final design will include:
 - a. Plan and profile views a each of the specific locations
 - b. Prepare details for watermain installation.
 - c. Prepare plans and specifications to outline work necessary to receive bids.
 - d. Submit plans and specifications to reviewing agencies. Respond as required.
 6. Opinion of Probable Construction Cost: ENGINEER will prepare Opinions of Probable Construction Cost and revise as required for 60% and 100% plan and specification reviews.
- Summary of Deliverables
 - a. 60% Plans and Specifications
 - b. 100% Plans and Specifications
 - Summary of Design Phase Meetings
 - a. 60% Plan and Specification Review.
 - b. 100% Plan and Specification Review.

BIDDING PHASE 050

The Bidding Phase is comprised of the primary tasks identified below:

1. Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of one Bid in the official newspaper and regional construction plan exchanges.

2. Interpretation and Clarifications: ENGINEER to communicate with prospective bidders and issue addenda as required.
3. Meetings: ENGINEER to arrange and conduct bid opening. Attend City Commission for recommendation of Bid Award.
4. Bid Evaluation and Recommendations: ENGINEER to prepare Bid Tab and Recommendations for City.
5. Notice of Award: ENGINEER will coordinate the execution of Notice of Award

CONSTRUCTION PHASE 060

The Construction Phase is comprised of the primary tasks identified below:

1. Contracts: ENGINEER will coordinate the execution of Contracts and Notice to Proceed.
2. Surveying: ENGINEER shall provide surveying and construction staking for water system improvements.
3. Meetings: ENGINEER shall arrange and conduct one Pre-Construction conference for the project as well as bi-monthly project progress meetings for the project.
4. Shop Drawing Review: ENGINEER shall administer the submittal process, and provide review of product submittals for the project.
5. Construction Observations: ENGINEER to provide construction administration and construction observation, maintain records and provide assistance to manage project progress, problems, and potential scope changes, and complete project closeout procedures and Final Inspection and Acceptance for the project.
6. Project Administration: ENGINEER will administer and process project activities such a pay requests, change order, and other construction processes
7. Project Management: ENGINEER will provide project management services to monitor construction progress, work quality and project costs.

POST-CONSTRUCTION PHASE 070

The Post-Construction Phase is comprised of the primary tasks identified below:

1. Warranty: ENGINEER shall coordinate warranty items, monitor warranty period, and provide an end of warranty inspection.
2. Record Drawings: ENGINEER shall revise drawings and provide final deliverables including Operation and Maintenance Manuals and as-built record drawings.

- 1) Motion to assign the respective portfolios to commissioners as presented.

<i>Portfolio</i>	<u>7/15/2014</u>
Cemetery	Braun, Mike
Health Inspection	Braun, Mike
Business Development	Braun, Mike
Public Buildings	Laber, Shauna
Assessing	Laber, Shauna
Building Inspection	Laber, Shauna
Planning & Zoning	Laber, Shauna
Municipal Court	Laber, Shauna
Engineering	Rohr, Dennis
Water and Sewer Treatment	Rohr, Dennis
Mandan Parking Authority	Rohr, Dennis
Streets forestry	Rohr, Dennis
Waterline & Sewerline Maintenance	Rohr, Dennis
Solid Waste Utility	Rohr, Dennis
Street Light Utility	Rohr, Dennis
Morton Mandan Public Library	Tibke, Sandy
Finance	Tibke, Sandy
Mandan Airport Authority	Tibke, Sandy
Fire	Van Beek, Arlyn
Police	Van Beek, Arlyn

- 2) Motion to appoint Commissioner Tibke as Vice President of the Board and Commissioner Laber to the Morton County Planning & Zoning

*Appointment of Commissioner Tibke as Vice President

*Appointment of Commission Laber to the Morton County Planning & Zoning Commission

ORDINANCE NO. 1186**AN ORDINANCE ANNEXING LAND INTO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA**

WHEREAS, the owners of land described as Government Lots 3 & 4 and part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 138N, Range 81W of the 5th Principal Meridian, Morton County, North Dakota have requested that the City annex this property; and

WHEREAS, this action will allow creation of an assessment district for the funding of drainage improvements that benefit the area; and

WHEREAS, North Dakota Century Code Section 40-51.2-03 provides that if the owners of at least three-fourths of the assessed value of the property being requested for annexation request such action in writing; and

WHEREAS, the Planning and Zoning Commission has recommended proceeding with this annexation; and

WHEREAS, notice was published in a newspaper of general circulation within the City of Mandan on 6/13/2014 and a certified letter announcing the intent to annex was delivered by the USPS to Morton County as required by North Dakota Century Code 40-51.2-05.

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

Section 1. Description of Parcel of Land being Annexed. All that land not currently within the corporate limits of the City of Mandan that is described as follows:

Beginning at the southwest corner of Keidel's South Heart Terrace 3rd Addition of the City of Mandan, Morton County North Dakota; thence along the south boundary line of said Keidel's South Heart Terrace 3rd Addition the following thirteen courses; thence South 89° 34' 23" East for 40.00 feet; thence North 81° 51' 22" East for 152.95 feet; thence North 52° 34' 28" East for 77.43 feet; thence North 86° 30' 28" East for 204.21 feet; thence North 00° 25' 56" West for 95.00 feet; thence North 89° 36' 09" East for 1328.17 feet; thence South 07° 57' 38" West for 238.62 feet; thence South 25° 56' 04" East for 61.93 feet; thence South 47° 53' 22" East for 123.32 feet; thence South 69° 12' 14" East for 71.14 feet; thence North 42° 42' 22" East for 66.01 feet; thence South 47° 17' 38" East for 104.04 feet to the southeast corner of said Keidel's South Heart Terrace 3rd Addition; thence South 40° 31' 50" West for 219.38 feet; thence South 43° 49' 05" East for 113.41 feet; thence South 04° 43' 37" East for 124.14 feet to a point on the south boundary of Government Lot 3 of Section 3, T138N-R81W; thence South 89° 45' 55" West along said south boundary line for 683.89 feet to the northeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 3; thence South 00° 15' 03" West along the east boundary line of said SW $\frac{1}{4}$ for 617.67 feet;

thence North 89° 28' 39" West for 509.15 feet; thence South 40° 14' 45" West for 357.79 feet; thence North 68° 40' 57" West for 242.86 feet to a point of a curve to the right having a radius of 390.00 feet; thence along said curve to the right (the chord of which bears South 66° 00' 16" West 102.85 feet) an arc length of 103.15 feet to the P.T. (point of tangency) of said curve to the right; thence South 73° 34' 52" West for 84.13 feet to the P.C. (point of curvature) of a curve to the right having a radius of 393.00 feet; thence along said curve to the right (the chord of which bears South 81° 47' 26" West 111.38 feet) an arc length of 111.76 feet to the P.T. of said curve to the right; thence South 90° West for 76.69 feet to a point on the west boundary line of said Section 3; thence North 00° 25' 37" East for 1491.42 feet to the point of beginning. Said tract of land contains 55.56 acres, more or less.

Section 2. Notice. The proper officials of the city are hereby directed to publish a copy of this ordinance in the Mandan News, the official newspaper, for two successive weeks and take such further action as they may deem necessary or desirable.

President, Board of City Commissioners

Attest:

City Administrator

Publication Date:	<u>6/13/2014</u>
First Consideration:	<u>6/30/2014</u>
Second Consideration and Final Passage:	<u>7/8/2014</u>
Publication Dates:	<u>7/18/2014</u>
Recording Date:	_____

