

AGENDA
MANDAN CITY COMMISSION
JULY 7, 2015
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the following minutes:
 - i. June 16, 2015 - Regular Board Meeting
 - ii. June 22, 2015 – Joint Mtg. w/Park Board
 - iii. June 22, 2015 – Working Session
 - iv. June 30, 2015 – Special Meeting
- E. PUBLIC HEARING:
1. Consider request to vacate portion of 42nd St. NW
- F. BIDS:
- G. CONSENT AGENDA:
1. Consider for approval Lakewood Commercial Park Fourth Replat
 2. Consider plat for West Hills Estates Fourth Addition
 3. ~~Consider for approval the sale of the used water meters that were changed out during the Water Meter Replacement Project.~~
 4. Consider agreements with Lewis and Clark Regional Development Council for origination and servicing of loans associated with Bank of North Dakota PACE and Flex PACE interest buy-downs
 - i. Developers, LLC (Memorial Square Shopping Center)
 - ii. National Information Solutions Cooperative
 - iii. E-C ND Investments, LLC (Malloy Electric)
 5. Consider request from Jay Perkins, Water Meter Maintenance Supervisor, to carryover 30.38 hours of annual leave for six months.
 6. Consider approval of change order for extension of completion deadline for Water Treatment Plant Phase II Optimization.
 7. Consider Proclaiming July, 2015 as Bis-Man Transit Public & Personal Transit Appreciation Month in the City of Mandan.
 8. Consider approval of replat of Lot 9, Block 1, Macedonia Hills.

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9. Consider Change Order for time extension on Water Meter Improvement Project to August 31, 2015.
10. Consider waiver of bid irregularity for Northern Pacific "Beanery" – Preservation Improvements.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. Consider request to de-annex County Parcel No. 65-5784300
2. ~~Consider approval of 3-way agreement for installation of water and sewer in Lakewood 8th subdivision.~~

J. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance No. 1208 rezoning Lakewood 8th Addition
2. Second consideration and final passage of Ordinance No. 1209 rezoning Lots 1-7, Block 1, Heart Ridge 2nd Addition.
3. First consideration of Ordinance No. 1211 de-annexing County Parcel No. 65-5784300
4. Consider resolution vacating portion of 42nd St. NW
5. Consider Introduction and First Consideration of Ordinance No. 1212; An Ordinance to Amend and Re-enact Section 20-14-23(7) of the Mandan Code of Ordinances Relating to Parking of Certain Vehicles and Unattached Trailers Restricted.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. July 21, 2015
2. August 4, 2015
3. August 18, 2015

M. ADJOURN

Public Communication

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

The Mandan City Commission met in regular session at 5:30 p.m. on June 16, 2015 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Laber, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim. Absent: Business Development & Communications Director Huber.

2. *Presentation of retirement award to Sgt. Dave Mills.* Mayor Van Beek extended congratulations and good luck to Sgt. Mills on his retirement. He also presented Sgt. Mills a watch as a token of appreciation for his dedication and services to the City of Mandan. Commissioner Rohr also extended his thanks to Sgt. Mills for his many years of dedicated service to the Mandan Police Department.

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

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held on June 2, 2015.* Commissioner Laber 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. *Conduct public hearing to consider rezoning Lots 1-7, Block 1, Heart Ridge 2nd Addition.* City Planner Decker explained that this is a request to rezone 7 lots on the south side of the street. He said that initially the request to the Planning and Zoning Commission was to rezone 14 lots. However, they questioned that since the second row was adjacent to some R7 lots. They were concerned about approving all the lots, so the request was revised to approve 7 of the 14 lots. The Planning and Zoning Commission recommended conditions be applied to the rezoning. Planner Decker reviewed those conditions with the Board. One of the conditions is that if the re-zoning process is not completed and recorded within six (6) months, this approval will lapse and a new application must be filed.

Mayor Van Beek announced that this is a public hearing and that anyone is invited to come forward to speak for or against the rezoning of Lots 1-7, Block 1, Heart Ridge 2nd Addition. A second announcement was made for anyone to come forward to speak. Hearing none, this portion of the public hearing was closed.

Commissioner Rohr questioned whether there would be anything overly difficult required in order to meet the conditions. Planner Decker replied that this is a brand new street and he does not anticipate problems. Also, the requirements should be able to be completed within the timeframe given.

Commissioner Tibke moved to approve the rezoning of Lots 1-7, Block 1, Heart Ridge 2nd Addition. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

F. BIDS:

G. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider for approval replat of Lots 2-4, Block 2, Meadow Ridge 3rd Addition.*
3. *Consider for Approval University of Mary Physical Therapy Department games of chance at Prairie West Golf Course on July 25, 2015.*
4. *Consider for approval replat of Auditor's Lot A of Lot 6, Block 1, Lakewood Commercial Park 3rd Addition.*
5. *Consider approval of Disabled Veteran Exemption for Todd Simon Miller.*
6. *Consider approval of annual Liquor Licenses for July 1, 2015 to June 30, 2016.*
7. *Consider approval of Special Sunday Openings for all annual liquor Licenses.*
8. *Consider Agreement between the City of Mandan and Armstrong Sanitation & Roll-Offs, Inc. for hauling household garbage to the Bismarck Landfill.*
9. *Consider approval of plat for Lakewood 8th Addition.*

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Acting as Board of Adjustment, consider variance request for Lot 43, Block 1, Bridgeview Bay Addition.* City Planner Decker stated that this is a request from the property owner to allow a larger footprint structure than the current code allows. The current code for this zone has a one-story allowance of 40%; a multi-story allowance of 1.2 or 120%. But there's a second stipulation in the code stating that the footprint can be no larger than the 40%. The applicant is requesting a variance to allow a larger footprint for this building. So the request is to increase the allowable lot coverage to 51%. It does meet all the setback requirements that fit within the design of the lot. The applicant was available to answer any questions.

Commissioner Braun moved to approve the variance request for Lot 43, Block 1, Bridgeview Bay Addition to allow the construction of a building with lot coverage of

51%. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider for approval the Abstract of Votes cast by the Voters of the City Mandan in the Special Election held the 9th day of June A.D. 2015.* City Administrator Neubauer stated that the Canvassing Board met on Monday, June 15, 2015, to consider the abstract of votes. They approved the results of the election of 1,569 “yes” votes and 1,222 “no” votes. This is brought before the City Commission for approval.

Commissioner Laber moved to approve the abstract of votes cast by the voters of the City of Mandan in a Special Election held on the 9th day of June, 2015. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

1. *First consideration of Ordinance No. 1209 rezoning Lots 1-7, Block 1, Heart Ridge 2nd Addition.* Commissioner Rohr moved to approve the First consideration of Ordinance No. 1209 rezoning Lots 1-7, Block 1, Heart Ridge 2nd Addition.

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

2. *Consider Resolution of Appreciation for Jay Flaa being selected by the Baltimore Orioles in the 2015 Major League Baseball Draft.* Mayor Van Beek read aloud the Resolution of Appreciation as drafted. Commissioner Rohr also commented on how proud the City of Mandan should be of Jay Flaa and all that he has accomplished. He stated that he knows him personally and that he is an example of a good, young man.

Commissioner Rohr moved to approve the Resolution of Appreciation for Jay Flaa being selected by the Baltimore Orioles in the 2015 Major League Baseball Draft.

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

3. *First consideration of Ordinance No. 1210, An Ordinance to Amend and Re-enact Section 3-03-02 of the Mandan Code of Ordinances Relating to Sales and Use Tax.* City Attorney Brown stated that in preparing this new ordinance he worked on clarifying the contents and that it now references the NDCC Chapter that governs what we can levy the sales tax on. He explained that he also added an additional sentence to include three-fourths percent, specifically mentioning that it terminates when the bond is paid.

Commissioner Laber moved to approve the First consideration of Ordinance No. 1210, An Ordinance to Amend and Re-enact Section 3-03-02 of the Mandan Code of Ordinances Relating to Sales and Use Tax. Commissioner Braun seconded the motion.

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

4. *Consider Resolution of City of Mandan, North Dakota relating to the issuance of bonds and the reimbursement of certain expenditures.* City Attorney Brown stated that this is required so that the City can advance funds to the Park District for the issuance of bonds and then be reimbursed. It was prepared by Bond Counsel, Scott Wagner, who recommended approval to keep matters in order.

Commissioner Tibke moved to approve the Resolution of City of Mandan, North Dakota relating to the issuance of bonds and the reimbursement of certain expenditures. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS:

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 5:55 p.m. Commissioner Laber 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

The Mandan City Commission met in a Joint meeting with the Mandan Park Board at 6:30 p.m. on June 22, 2015 in the Veterans' Conference Room at City Hall, 205 2nd Ave NW, Mandan, ND. City Commissioners present were Van Beek, Tibke, Rohr, Laber, and Braun. City Department Heads present were City Attorney Brown, City Administrator Neubauer, Finance Director Welch, Planning & Engineering Director Froseth, Police Chief Bullinger, Deputy Police Chief Leingang, Fire Chief Nardello, Planner Decker, Assessor Shaw, Building Official Lalim, Business Development and Communications Director Huber, and Director of Public Works Wright. Mandan Park Board members present were President Arenz and Commissioners Allan, Knoll, Keller, and Hatzenbuhler. Also in attendance: Parks and Rec Director Higlin.

Discussion Items:

Joint meeting with City and Park Commissioners to discuss the potential Sports Complex site selection. Parks and Rec Director Higlin presented a rundown of how the site was selected. He reviewed the five potential sites and the dynamics/costs of each location. This process has been ongoing since 2013. Each site has its own infrastructure issues. The stated goal is to have the facilities complete in August 2017. Bonding issues also play a role in that timeframe, as do the weather and other factors. The uncertainty of the unknown costs of the different sites was another component that needed to be factored in.

The Park District owns the land for one of the sites that they looked at, but the cost of adding infrastructure and issues dealing with the terrain would have to be added in. The Park District has received calls from hotels and the hospitality industry showing interest in the site they have chosen. The utilities are already in place. The access associated with the chosen site is in place. They requested input from city staff as to their concepts, thoughts and ideas on the various sites. All of these led to Site 5 which scored the highest on the recommendations and the matrix that Engineering had put together to rate them. With Site 5 the costs are known. Infrastructure costs played a large role in determining the site.

Commissioner Rohr shared some concerns that were brought about. One was about it being prime development for industrial or retail businesses in that area. He questioned whether they were shorting themselves due to the access to the interstate for other future growth. Business Development and Communications Development Director Huber indicated that it could take away some industrial property. Commissioner Rohr indicated that it could bring in other activities. Ms. Huber added there hasn't been retail interest in that area in the past. However, a sports complex in this location could foster retail interest along the other areas of the I-94 corridor.

City Planner Decker reviewed the recently approved Comprehensive Land Use and Transportation Plan. The plan indicated Mandan should expect to need 35-50 acres for commercial development over the next 15 years. From a planning aspect, the sports complex becomes a destination to encourage development and is positioned well for this type of development.

Planning and Engineering Director Froseth indicated that Site 1 needs all infrastructure development and Site 5 has utilities in near proximity. Also, there are two points of access available to Site 5.

Business Development and Communications Director Huber stated that each site has a lot of potential with pluses and minuses for each one. She reviewed the different concerns and benefits of each as it related to retail interests. There is the potential to fill in to the North on Sunset Drive, along Old Red Trail, and on Highway 1806.

Commissioner Tibke commented that the Park Board reviewed each area as it related to their interests and that was her concern from a city perspective. She thanked the Park Board for all their hard work in this and getting input from the city staff. She was hoping there would have been more public hearings to look at the sites from the City Commission aspect. The results might have even been the selection of the same site. That was her only concern and she appreciated all the work that was done by the Park Board and the city staff.

Park Board President Arenz replied that he appreciated all the comments. The three public information meetings held by the Park District in May and June indicated that Site 5 was the best site for them and he feels that they made the right decision. Discussion was held on why the site selection decision was made so quickly. Commissioner Laber suggested having a City Commission representative involved in the decision making process for any future projects.

Mayor Van Beek invited anyone in the audience to come forward with comments.

Nate Vollmuth of Paces Lodging, representing Site 1, came forward to explain how they developed their site details and costs and questioned the parking requirements.

DeNae Kautzmann, a Mandan citizen, thanked the Park Board for their due diligence and taking the site selection very seriously.

Don Wiesz, representing 7 Winds, (Site 3), discussed the reasons behind their site proposal.

Seeing no further comments or questions, Mayor Van Beek thanked everyone for coming and the Park Board for presenting the site proposals.

ADJOURN

There being no further actions to come before the Board Commissioner Laber moved and Commissioner Rohr seconded to adjourn at 7:35 p.m. The motion received unanimous approval of the Board members present and the meeting adjourned.

/s/ James Neubauer

James Neubauer,
City Administrator

/s/ Arlyn Van Beek

Arlyn Van Beek
President, Board of City
Commissioners

The Mandan City Commission met in a working session at 7:30 p.m. on June 22, 2015 in the Veterans' Conference Room at City Hall, 205 2nd Ave NW, Mandan, ND. Commissioners present were Van Beek, Tibke, Rohr, Laber, and Braun. City Department Heads present were City Attorney Brown, City Administrator Neubauer, Finance Director Welch, Planning & Engineering Director Froseth, Police Chief Bullinger, Deputy Police Chief Leingang, Fire Chief Nardello, Planner Decker, Assessor Shaw, Building Official Lalim, Business Development and Communications Director Huber, and Director of Public Works Wright.

Discussion Items:

Discussion regarding potential uses for HUB city funds. City Administrator Neubauer reviewed the working draft of potential uses for the HUB city funds. He indicated that they are looking for input and direction on prioritizing how the funds can be used in the city. The amount of the HUB funds is between \$4 - \$4.3 million. Funds will begin to be distributed in September with monthly installments over the next two years of the biennium.

City staff were asked for suggestions regarding what they felt these funds should be used for. Consensus of the group was that these funds should be one-time expenditures. Various suggestions by department were reviewed including city hall repair/replacement north side fire station, relocating water lines that traverse refinery property, matching funds for infrastructure projects, master lift station upgrades, storm water master planning, water intake structure, police storage building, public works facility analysis and possible satellite locations

Commissioner Rohr and Mayor Van Beek suggested these items be reviewed and prioritized by the commissioners and staff. City Administrator Neubauer indicated that a further work would be done within the next thirty days focusing on expenditures related to growth projects. This would assist with the budget meetings coming up the end of July or the first part of August.

ADJOURN

There being no further actions to come before the Board Commissioner Tibke moved and Commissioner Laber seconded to adjourn at 8:36 p.m. The motion received unanimous approval of the Board members present and the meeting adjourned.

/s/ James Neubauer

James Neubauer,
City Administrator

/s/ Arlyn Van Beek

Arlyn Van Beek
President, Board of City
Commissioners

The Mandan City Commission met in Special Session at noon on June 30, 2015 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota.

Commissioners present were Van Beek, Tibke, Rohr, Laber, (all via teleconference call), and Braun. Department Heads present were Finance Director Welch, City Attorney Brown, Planning & Engineering Director Froseth, Project Manager Fettig, and Police Chief Bullinger. Also in attendance were Jesse Nieuwsma of Mariner Construction and Deb Zodrow.

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

C. BIDS:

1. *Consider awarding bid and approving Resolution Approving Contract and Contractor’s Bond for Street Improvement District No. 199, Project 2014-28(NE Downtown Area).* Planning & Engineering Director Froseth stated that this project went through the protest period in April and sufficient protest wasn’t found. It was originally bid out on May 14th and the bids were high so the awarding of the bids was denied. The plans and specifications were revised to get a more cost feasible bid. On June 23rd bids were received from Mariner Construction and Northern Improvement, the same two firms that bid in May. Mariner Construction was the low bidder on June 23rd with the base bid in the amount of \$2,641,458.69 which was about 2.4% lower than the engineer’s estimate. This re-bid includes cement treated base instead of aggregate material which is why they were able to get substantial savings with this bid versus the first one. It was recommended to accept the base bid of \$2,641,458.69 with administrative and engineering costs of \$924,510.54 for a total project cost estimate of \$3,565,969.23 and awarding the contract to Mariner Construction.

Commissioner Laber moved to approve awarding the project to Mariner Construction in the amount of \$2,641,458.69 and approve the Resolution Approving Contract and Contractor’s Bond for Street Improvement District 199 Project 2014-28(NE Downtown Area.) Commissioner Rohr seconded the motion. Roll call vote: Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Rohr: Yes; Commissioner Van Beek: Yes. The motion passed.

D. RESOLUTIONS AND ORDINANCES:

1. *Second consideration of Ordinance No. 1210, An Ordinance to Amend and Re-enact Section 3-03-02 of the Mandan Code of Ordinances Relating to Sales and Use Tax, as amended.* Commissioner Laber moved to approve the Second consideration and final passage of Ordinance No. 1210, An Ordinance to Amend and Re-enact Section 3-03-02 of the Mandan Code of Ordinances Relating to Sales and Use Tax as amended. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Van Beek: Yes. The motion passed.

E. OTHER BUSINESS:

1. *Authorize Administrator Neubauer to contact the Office of State Tax Commissioner to start collections of the 0.75% sales tax which was approved by a majority of qualified electors voting on the ordinance at the Special City Election held on June 9, 2015.* Commissioner Laber moved to authorize Administrator Neubauer to contact the Office of State Tax Commissioner to start collections of the 0.75% sales tax which was approved by a majority of qualified electors voting on the ordinance at the Special City Election held on June 9, 2015. Commissioner Braun seconded the motion. Roll call vote: Commissioner Braun: Yes; Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

There being no further actions to come before the City Commission, Commissioner Rohr moved to adjourn the meeting at 12:10 p.m. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

/s/ James Neubauer

James Neubauer,
City Administrator

/s/ Arlyn Van Beek

Arlyn Van Beek,
President, City Canvassing Board



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Public Hearing to consider request to vacate portion of 42nd St. NW

STATEMENT/PURPOSE:

Adjoining property owners have petitioned to vacate portion of 42nd St. NW located in Mandan Industrial Park.

BACKGROUND/ALTERNATIVES:

This is an undeveloped street right-of-way that serves only these two properties.

The property to the south is developed and the property to the north is being developed.

Planning and Zoning acted to recommend approval of the rezoning of the parcel to the north and city commission approved the rezoning.

A sanitary sewer line runs through the center of the northern property and continues south to a lift station on 37th St. NW. The sanitary sewer line in the 42nd St. NW right-of-way is a local service line that currently serves one property on 30th Ave. NW.

ATTACHMENTS:

1. Petition
2. Location map
3. Location drawing
4. Application

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Approve resolution vacating portion of 42nd St. NW. If approved, applicant to file plat adjusting property boundaries and creating utility easement.

SUGGESTED ACTION:

Open public hearing
Close public hearing
Consider Resolutions and Ordinances No. 4

7753-B

PETITION

We, the undersigned being the adjacent land owners hereby petition the City of Mandan to vacate 42nd Street NW from 30th Avenue NW to 32nd Avenue NW in its entirety. See attached sheet.



RBros Developers, LLC – Scott Russell



Date

Owner Lot 1 Block 2, Mandan Industrial Park 7th Addition

Address of Property:

3015 34th Street NW

Mandan, ND 58554



3-C Construction – ~~Don Franklin~~
DONALD FRANKLUND



Date

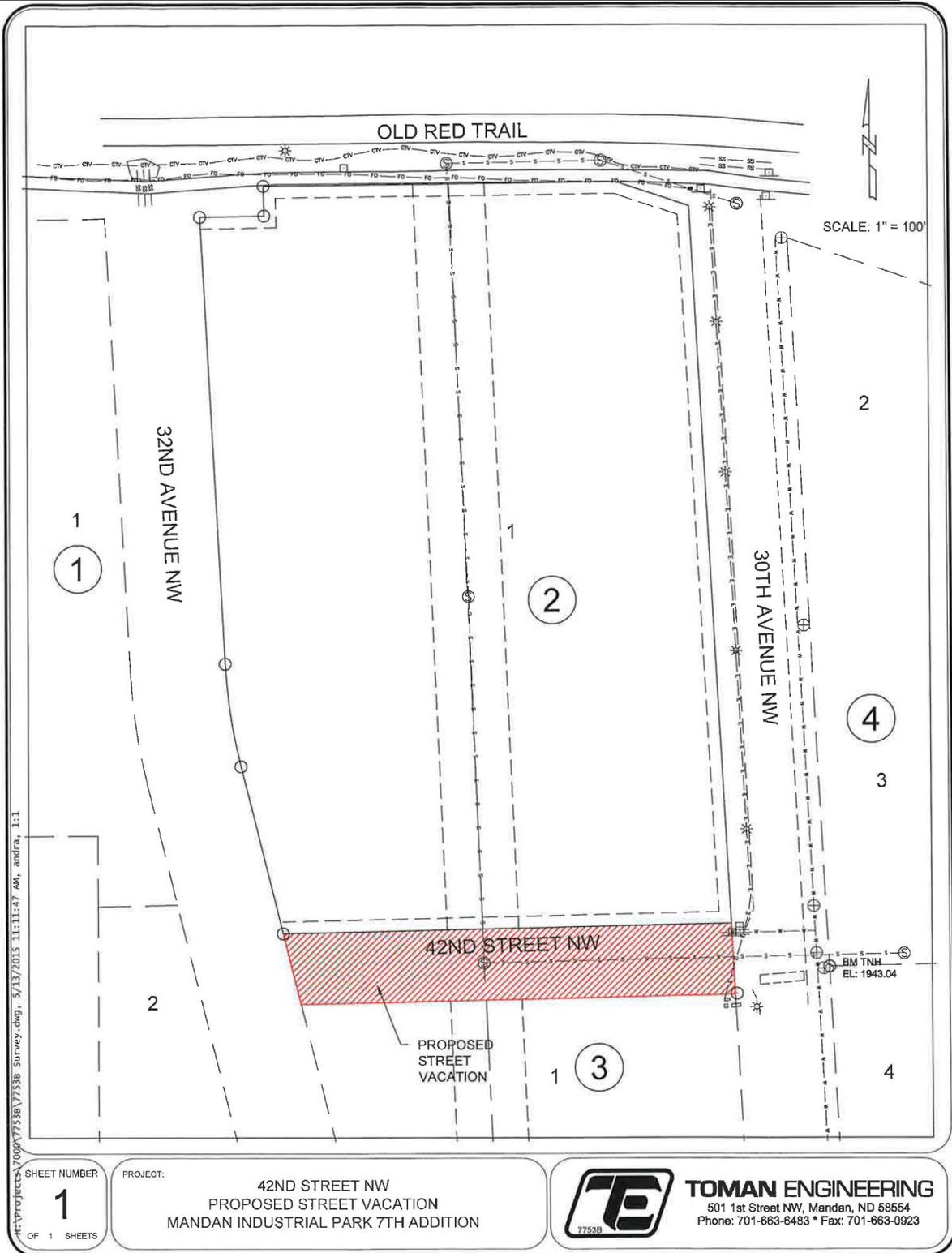
Owner Lot 1 Block 3, Mandan Industrial Park 7th Addition

Address of Property:

4101 30th Avenue NW

Mandan, ND 58554





Board of City Commissioners Agenda Documentation

Meeting Date: July 7, 2015

Subject: Vacate portion of 42nd St. NW in Mandan Industrial Park

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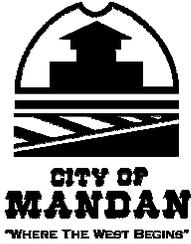
CITY OF MANDAN	
Development Review Application	
Annexation petition (\$250)	Minor plat or replat (\$100)
Preliminary Plat up to 20 acres (\$200)	Preliminary Plat greater than 20 acres (\$300)
Final Plat up to 20 lots (\$200)	Final Plat 21 to 40 lots (\$400)
Final Plat greater than 40 lots (\$600)	Zone change (\$400)
Special Use (\$300)	<input checked="" type="checkbox"/> Vacation of ROW (\$250)
Stormwater submittal (\$150)	Variance (\$200)
Stormwater 2 nd and subsequent resubmittal (\$50)	Construction plans per plan & profile sheet (\$25)
Summary of Request	
Vacate 42nd Street NW from 30th Avenue NW to 32nd Avenue NW in it's entirety.	

Engineer/Surveyor			Property Owner or Applicant		
Name Toman Engineering Co			Name RBros Developers, LLC		
Address 501 1st Street NW			Address 3015 34th Street NW		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email harvey@tomanengineering.com			email ScottR@cloverdalefoods.com		
Phone 701-663-6483		Fax 701-663-0923	Phone 701-663-9511		Fax
<i>If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.</i>					

Location		Type		Existing Zone	Proposed Zone	Project Name
City	ETA	New	Addition			
Property Address				Legal Description		
Current Use						
Proposed Use				Section <u>17</u> Township <u>139</u> Range <u>8</u>		
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking

Print Name <u>Scott Russell</u>	Signature 	Date <u>5/15/15</u>
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Office Use Only			
Date Received: <u>5/18/2015</u>	Initials: <u>nm</u>	Fees Paid: <u>\$ 250</u>	Date <u>5/18/2015</u>
Notice in paper	Mailed to neighbors	P&Z meeting	
<input type="checkbox"/> Approved	Approved with conditions:		
<input type="checkbox"/> Denied			
Notice in paper	Mailed to neighbors	City Comm. Meeting	
<input type="checkbox"/> Approved	Approved with conditions:		
<input type="checkbox"/> Denied			



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval Lakewood Commercial Park
Fourth Replat

STATEMENT/PURPOSE:

Request is to combine 2 lots.

BACKGROUND/ALTERNATIVES:

The two existing buildings are in common ownership on adjoining lots. There are plans to erect another building.

ATTACHMENTS:

1. Subdivision Location Map
2. Plat Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

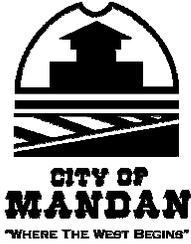
RECOMMENDATION:

Recommend approval.

SUGGESTED ACTION:

Move to approve Lakewood Commercial Park Fourth Replat





Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider plat for West Hills Estates Fourth Addition

STATEMENT/PURPOSE:

This is the next phase of a planned subdivision.

BACKGROUND/ALTERNATIVES:

Plans are to install water and sewer this construction season and construct roads and houses next season. Plat is needed for three way construction agreement for water and sewer.

Detention area will be temporary until next phases are built. Detention area will need to be constructed before building permits are issued.

Rezoning is not needed since platting a property zoned A defaults to R7 per code Section 21-03-03.7.

ATTACHMENTS:

1. Location map
2. Proposed stormwater detention area
3. Subdivision plat
4. P&Z agenda memo

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

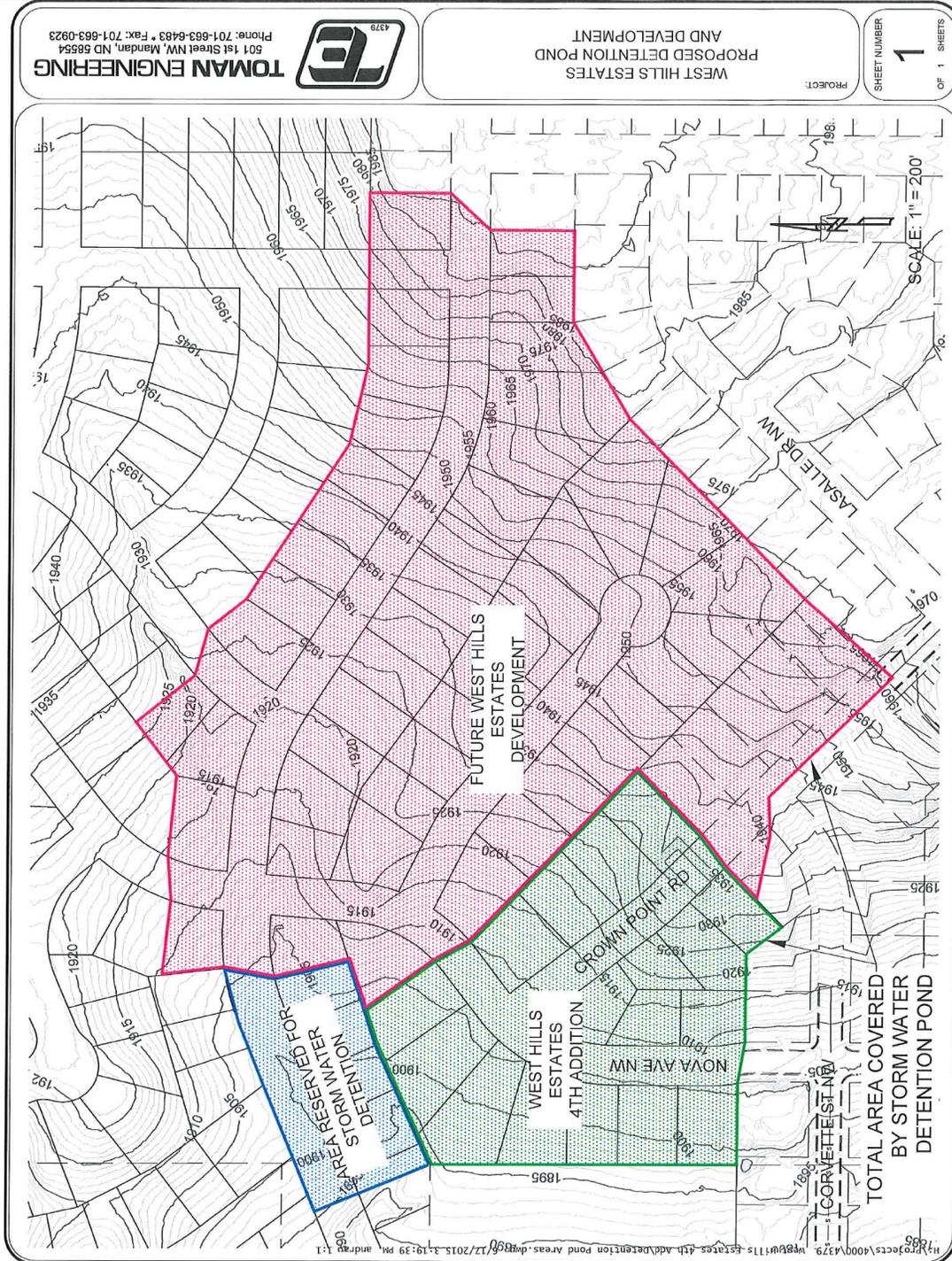
RECOMMENDATION:

P&Z voted unanimously at their 6/22/15 meeting to recommend approval of this plat and change of zoning to R7 from A.

SUGGESTED ACTION:

Move to approve plat for West Hills Estates Fourth Addition





Board of City Commissioners Agenda Documentation

Meeting Date: July 7, 2015

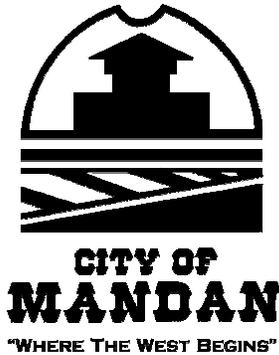
Subject: Consider plat and rezoning for West Hills Estates Fourth Addition

Page 5 of 5

Mandan Planning and Zoning Commission Agenda Item
 For Meeting on June 22, 2015
 Mandan Engineering and Planning Office Report
West Hills Estates Fourth Addition
 Requested Action
Final Plat & Zoning

Application Details					
Applicant	Owner	Subdivision	Legal Description		
Toman	Nathan Lamoureux	West Hills Estates	Lots 1-7, Block 1; Lots 1-6, Block 2 & Lots 1-4, Block 3 of West Hills Estates Fourth Addition		
Location		Proposed Land Use	Parcel Size	Number of Lots	
Crown Point Rd. NW & Nova Ave. NW		Single family	7917 sf to 21050 sf	17	
Existing Land Use	Adjacent Land Uses		Current Zoning	Proposed Zoning	Adjacent Zoning
vacant	Residential		A	R7	A, R7 & RM
Fees	Date Paid	Adjacent Property Notification Sent	Legal Notices Published		
\$200	5-19-2015	6-9-2015	6-12-2015 & 6-17-2015		

Project Description
This is a continuation of an existing subdivision. The plan is to install utilities this construction season and construct roads and drainage next season.
Agency & Other Department Comments
Due to elevation, this area is at the boundary of 2 water service zones. Service to each lot from either the low zone or the high zone will depend on elevation. This area may be developed in 2 phases due to water pressure concerns. If that is the case, a temporary turn around will be needed for fire and emergency vehicles.
Engineering & Planning Staff Comments
A detention area will be constructed northwest of this plat that will serve this plat and area beyond this plat.
Engineering & Planning Recommendation
Staff recommends approval of the final plat and zoning.
Proposed Motion
Move to recommend approval of final plat and zoning for West Hills Estates Fourth Addition.



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: June 29, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Director of Public Works
SUBJECT: Consider for approval the sale of the used water meters that were changed out during the Water Meter Replacement Project.

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

BACKGROUND/ALTERNATIVES: The water meters are the result of changing out old meters that were not compatible with the new water meter reading system installed last year. We got two quotes from Skinner's Recycling and Steel, Mandan of \$0.61/lb. and Johnson's Wrecking, Mandan of \$0.75/lb.

We are asking for City Commission approval to sell the old meters to Johnson Wrecking at the \$0.75/lb. We estimate the weight of the meters to be 2-3,000 lbs. The load will be weighed in at the landfill.

ATTACHMENTS: Estimates

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

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Recommend approval of the sale of the used water meters that were changed out during the Water Meter Replacement Project to Johnson Wrecking.

SUGGESTED MOTION: Move to approve the sale of the used water meters that were changed out during the Water Meter Replacement Project to Johnson Wrecking.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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Johnson's Wrecking

TO: City of Mandan Public Works

ATTN: Jeff Wright

RE: Johnson's Wrecking Bid on Water Meters

30 Brass Water Meters

75¢/lbs

Allan Johnson, Owner
2295 HWY 10
Mandan, ND 58554
701.426.4067

Allan Johnson

6/11 / 2014

Bid good 4 15 days

Bid good until July 10, 2015, as per Allan Johnson. 6/29/15
JWR

Board of City Commissioners

Agenda Documentation

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

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667-2191

Skinner's Recycling & Steel

Fax 663-2791

PO Box 308

Mandan ND 58554

Attn: City of Mandan

Dirty water meter brass @ 61¢ lb
as of 6/11/15 thru 6/30/15

CONTRACT FOR COLLECTION SERVICES

This agreement is made this _____ day of _____, 2015, by and between the City of Mandan, 205 2nd Avenue, NW, Mandan, North Dakota, (hereinafter referred to as "City"), and Lewis and Clark Regional Development Council, 200 1st Avenue NW, Mandan, North Dakota, (hereinafter referred to as "Council").

WHEREAS, it is the desire of the City to have Council perform certain origination, collection, and administrative functions with respect to the loan provided by the City to Developers, LLC (hereinafter referred to as "Borrower").

WHEREAS, the Council has prior knowledge and experience relating to the Borrower, revolving loan fund management, origination of loan documents collection, administration and servicing of loan programs.

NOW THEREFORE, for aforementioned consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby covenant and agree as follows:

The Council will provide the following services:

1. Council will prepare all loan and security documents as required by the terms and conditions set forth by the City of Mandan. Borrower will be assessed one percent (1%) of the loan amount for origination fees and will be required to pay any hard costs, including but not limited to security filing fees, lien searches, and credit report fees.
2. Council will maintain all security filings, collateral listings, insurance documents and other documents and filings as may be required in the loan documents.
3. Council will prepare and deliver to the Borrower a "AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS" indicating dates payments are due and from which account of the borrower the payments will be taken.
4. Borrower will make all payments payable to Council.
5. All loan payments received from the Borrower shall be deposited by Council in a FDIC-insured institution. Payments received from the Borrower will be tracked separately from payments received from other borrowers.
6. Council will mail or deliver to the City a check for the full amount received from the Borrowers less the amount allowable to be retained by the Council under terms of this agreement. Council shall send to City documentation of payments made. Payments received from Borrowers between the 1st and 31st of the previous month will be submitted to the City prior to the 15th of the subsequent month.

7. Council shall receive from and review all reports from the Borrower, such as financial reports, as may be required by the loan documents and by the City for purposes of the loan, and shall deliver copies of said reports to the City as may be required.
8. Council shall provide Grantee with periodic reports, at least annually, of the status of the loan and shall provide such necessary information and account statuses to any legal representative retained by the city for purposes of collection of any loans.
9. Council shall provide limited assistance with respect to the collection of past-due loan payments. Said limited assistance may be as follows:
 - a. As soon as is practical after payments are ten (10) days late, Council will send a reminder notice to the Borrower.
 - b. A late fee of 15% of the payment amount shall be assessed to the Borrower upon the payment being ten (10) days past due. Collection of late fees shall be at the sole discretion of the Council. Council shall retain all late fees collected.
 - c. As soon as is practical after payments are thirty (30) days past due, Council will attempt to contact the Borrower by telephone or other means to determine the cause of late payment and if any assistance is needed.
 - d. If not already done, and as soon as is practical after payments are sixty (60) days late, Council will attempt to visit with the Borrower in-person.
 - e. The Grantee will be informed by Council in writing if the Borrower is more than ninety (90) days past due.
 - f. At any time during the life of the loan, Council will attempt to provide the technical assistance to the Borrower as may be request by the Borrower or as may be determined by the Council or by the City.
 - g. If situations arise that may require any changes or amendments to the loan agreements, Council will confer with the Borrower and present to the City its recommendations, including terms for work-out agreements and other, as may be advisable. If approved by the City, Council will assist in preparing or presenting such proposed changes to the City for its approval. If such changes or amendments are approved by the City, Council will prepare all necessary documents.
 - h. The City shall be responsible to determine when, or if, legal action shall be initiated on any loan for default or breach of contract and for all costs and expenses related to or incurred in such legal proceedings. If legal action is initiated, Council will make available to the City or to any legal representative retained by the Grantee for purposes of collection on any loans all documents and other information it may have related to the loan.
10. As compensation for its services, Council shall charge a fee of 1% per annum of the outstanding principal to the borrower. In the event this agreement is terminated by

either or both parties, Council shall be entitled to receive compensation based on the interest paid from the date of the agreement to the date of termination.

11. The City accepts all risks with the enforceability and collectability of the loan, and it shall have sole responsibility for program evaluation, approval and accountability.
12. Servicing and collection responsibilities of the Council shall commence upon the date of closing and terminate automatically once the loan is repaid in full or, unless otherwise mutually agreed upon by both parties, at such time as any unpaid principal balance has been referred by the City for formal legal proceedings. Upon termination, Council shall provide the City with a report of the status of the loan payments made thereupon.
13. This agreement may be amended or terminated for cause or by mutual consent according to the following:
 - a. If the City believes that Council is in breach of the terms of this agreement, the City shall provide Council with written notice specifying all defaults. Council shall have thirty (30) days to cure such defaults or to establish that no default exists. If the defaults are not cured with 30 days, the City may terminate this agreement.
 - b. By mutual consent, this contract may be amended or terminated by instrument and signatures of both parties.
14. Council has, or will secure at its own expense, all personnel required in performing services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City. None of the work or services covered by this contract shall be sub-contracted without prior written approval of the City.
15. Council will maintain and make available all records pertaining to the above services and activities in accordance with and for periods of time as required by the City and federal law and regulations. During such time, and for sixty (60) days thereafter, the City may take possession of said records upon written request.
16. This agreement shall not be deemed to create a joint venture relationship or principal-agent relationship between the City and Council. At all times material, Council shall be deemed an independent contractor of the City.
17. This agreement shall be construed under the laws of the State of North Dakota.

APPROVED:

By: Arlen Van Beek, Mayor

Date

By: Jim Neubauer, City Administrator

Date

By: Brent Ekstrom, Executive Director

Date

CONTRACT FOR COLLECTION SERVICES

This agreement is made this _____ day of _____, 2015, by and between the City of Mandan, 205 2nd Avenue, NW, Mandan, North Dakota, (hereinafter referred to as "City"), and Lewis and Clark Regional Development Council, 200 1st Avenue NW, Mandan, North Dakota, (hereinafter referred to as "Council").

WHEREAS, it is the desire of the City to have Council perform certain origination, collection, and administrative functions with respect to the loan provided by the City to National Information Solutions Cooperative, Inc. (hereinafter referred to as "Borrower").

WHEREAS, the Council has prior knowledge and experience relating to the Borrower, revolving loan fund management, origination of loan documents collection, administration and servicing of loan programs.

NOW THEREFORE, for aforementioned consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby covenant and agree as follows:

The Council will provide the following services:

1. Council will prepare all loan and security documents as required by the terms and conditions set forth by the City of Mandan. Borrower will be assessed one-thousand five hundred dollars (\$1,500.00) for origination fees and will be required to pay any hard costs, including but not limited to security filing fees, lien searches, and credit report fees.
2. Council will maintain all security filings, collateral listings, insurance documents and other documents and filings as may be required in the loan documents.
3. Council will prepare and deliver to the Borrower a "AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS" indicating dates payments are due and from which account of the borrower the payments will be taken.
4. Borrower will make all payments payable to Council.
5. All loan payments received from the Borrower shall be deposited by Council in a FDIC-insured institution. Payments received from the Borrower will be tracked separately from payments received from other borrowers.
6. Council will mail or deliver to the City a check for the full amount received from the Borrowers less the amount allowable to be retained by the Council under terms of this agreement. Council shall send to City documentation of payments made. Payments received from Borrowers between the 1st and 31st of the previous month will be submitted to the City prior to the 15th of the subsequent month.

7. Council shall receive from and review all reports from the Borrower, such as financial reports, as may be required by the loan documents and by the City for purposes of the loan, and shall deliver copies of said reports to the City as may be required.
8. Council shall provide Grantee with periodic reports, at least annually, of the status of the loan and shall provide such necessary information and account statuses to any legal representative retained by the city for purposes of collection of any loans.
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 - c. As soon as is practical after payments are thirty (30) days past due, Council will attempt to contact the Borrower by telephone or other means to determine the cause of late payment and if any assistance is needed.
 - d. If not already done, and as soon as is practical after payments are sixty (60) days late, Council will attempt to visit with the Borrower in-person.
 - e. The Grantee will be informed by Council in writing if the Borrower is more than ninety (90) days past due.
 - f. At any time during the life of the loan, Council will attempt to provide the technical assistance to the Borrower as may be request by the Borrower or as may be determined by the Council or by the City.
 - g. If situations arise that may require any changes or amendments to the loan agreements, Council will confer with the Borrower and present to the City its recommendations, including terms for work-out agreements and other, as may be advisable. If approved by the City, Council will assist in preparing or presenting such proposed changes to the City for its approval. If such changes or amendments are approved by the City, Council will prepare all necessary documents.
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10. As compensation for its services, Council shall charge a fee of 0% per annum of the outstanding principal to the borrower. In the event this agreement is terminated by either or both parties, Council shall be entitled to receive compensation based on the interest paid from the date of the agreement to the date of termination.
11. The City accepts all risks with the enforceability and collectability of the loan, and it shall have sole responsibility for program evaluation, approval and accountability.
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APPROVED:

By: Arlen Van Beek, Mayor

Date

By: Jim Neubauer, City Administrator

Date

By: Brent Ekstrom, Executive Director

Date

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WHEREAS, it is the desire of the City to have Council perform certain origination, collection, and administrative functions with respect to the loan provided by the City to E-C ND Investments, LLC (tenant Malloy Electric) (hereinafter referred to as "Borrower").

WHEREAS, the Council has prior knowledge and experience relating to the Borrower, revolving loan fund management, origination of loan documents collection, administration and servicing of loan programs.

NOW THEREFORE, for aforementioned consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby covenant and agree as follows:

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17. This agreement shall be construed under the laws of the State of North Dakota.

APPROVED:

By: Arlen Van Beek, Mayor

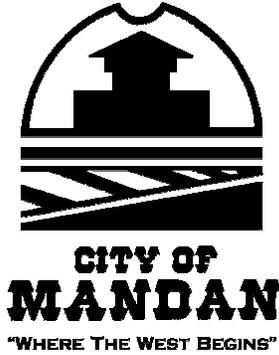
Date

By: Jim Neubauer, City Administrator

Date

By: Brent Ekstrom, Executive Director

Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 1, 2015
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Greg Welch, Finance Director
SUBJECT: Carryover of annual leave

STATEMENT/PURPOSE:

To consider the request from Jay Perkins, Water Meter Maintenance Supervisor, to carryover 30.38 hours of annual leave for six months.

BACKGROUND/ALTERNATIVES:

Due to the City's Water Meter Replacement Project and the amount of staff time that was required by the Meter Reading Department to be available during the Project, Jay was not able to use 30.38 hours of annual leave before the June 5, 2015 deadline. As a result, Jay has lost these hours since an employee can only carryover no more than 120 hours of annual leave as of the hire date. Therefore, the request is to reinstate the 30.38 hours of annual leave and allow Jay to use these hours within the next six months.

ATTACHMENTS:

None

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

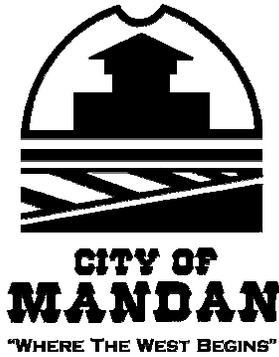
RECOMMENDATION:

To approve the request from Jay Perkins, Water Meter Maintenance Supervisor, to carryover 30.38 hours of annual leave for six months.

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Subject: Carryover of annual leave
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SUGGESTED MOTION:

Move to approve the request from Jay Perkins, Water Meter Maintenance Supervisor, to carryover 30.38 hours of annual leave for six months.



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 1, 2015
PREPARATION DATE: July 7, 2015
SUBMITTING DEPARTMENT: Water Treatment Plant
DEPARTMENT DIRECTOR: Duane Friesz, Water Plant Superintendent
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Change Order No. G-2 Final and Change Order No. E-1 Final Mandan WTP Phase II Optimization

STATEMENT/PURPOSE: Pursuant to our change order policies, the city commission must consider the requests as they add an extension of time exceeding fifteen working days.

BACKGROUND/ALTERNATIVES: Change orders No. G-2 Final and No. E-1 Final allow for the movement of the final completion dates to July 15, 2015 to correspond to the final payment dates in order to meet State Revolving Fund (SRF) requirements. The City of Mandan has also elected to remove the carbon dioxide storage tank modifications from the General Construction Contract which will result in a net decrease of \$20,000.00 for a final General Construction contract price of \$1,032,375.00.

ATTACHMENTS: #1 Mandan WTP Phase II Optimization Change Order No. G-2 Final.
#2 Mandan WTP Phase II Optimization Change Order No. E-1 Final.

FISCAL IMPACT: The City of Mandan has elected to remove the carbon dioxide storage tank modifications from the General Construction Contract which will result in a net decrease of \$20,000.00 for a final General Construction contract price of \$1,032,375.00.

STAFF IMPACT: N/A

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

RECOMMENDATION: To approve the contract change order No. G-2 Final and change order No. E-1 Final for the Mandan WTP Phase II Optimization Project.

SUGGESTED MOTION: Move to approve the contract change order No. G-2 Final and change order No. E-1 Final for the Mandan WTP Phase II Optimization Project.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

Subject: Change Order No. G-2 Final and Change Order No. E-1 Final Mandan WTP Phase II Optimization

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**Change Order
No. G-2 FINAL**

Date of Issuance: June 18, 2015

Effective Date: April 22, 2015

Project: <u>Mandan WTP Phase II Optimization</u>	Owner: <u>City of Mandan, ND</u>	Owner's Contract No.: <u>601.658.62220</u>
Contract: <u>General Construction</u>	Date of Contract: <u>October 21, 2013</u>	
Contractor: <u>PKG Contracting, Inc.</u>	Engineer's Project No.: <u>P00510-2010-003</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change:		Provide labor, equipment, and materials for the following:	Cost Adjustment
Item	Description		
1	Delete carbon dioxide storage tank modifications from contract, as required by Specification Section 11261 - Recarbonation System.		(\$20,000.00)
2	Time extension for delays in CO ₂ tank testing and closeout documents		-
Total Net Change - CO G-2			(\$20,000.00)

Attachments: None.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:	\$ <u>\$1,038,900.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days	
		Substantial completion (days or date):	<u>March 4, 2015</u>
		Ready for final payment (days or date):	<u>April 1, 2015</u>
[Increase] [Decrease] from previously approved Change Orders		[Increase] [Decrease] from previously approved Change Orders	
No. <u>N/A</u> to No. <u>G-1</u> :	\$ <u>\$13,475.00</u>	No. <u>N/A</u> to No. <u>N/A</u> :	
		Substantial completion (days):	<u>18</u>
		Ready for final payment (days):	<u>21</u>
Contract with [Increase] [Decrease] from previously approved Change Orders	\$ <u>\$1,052,375.00</u>	Contract Times prior to this Change Order:	
		Substantial completion (days or date):	<u>March 22, 2015</u>
		Ready for final payment (days or date):	<u>April 22, 2015</u>
[Increase] [Decrease] of this Change Order	\$ <u>(\$20,000.00)</u>	[Increase] [Decrease] Time of this Change Order:	
		Substantial completion (days or date):	<u>0</u>
		Ready for final payment (days or date):	<u>84</u>
Contract Price incorporating this Change Order:	\$ <u>\$1,032,375.00</u>	Contract Times with all approved Change Orders:	
		Substantial completion (days or date):	<u>March 22, 2015</u>
		Ready for final payment (days or date):	<u>July 15, 2015</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

Subject: Change Order No. G-2 Final and Change Order No. E-1 Final Mandan WTP Phase II Optimization

Page 3 of 3

**Change Order
No. E-1 FINAL**

Date of Issuance: June 18, 2015 Effective Date: April 1, 2015

Project:	Mandan WTP Ph II Optimization Improvements Project	Owner:	City of Mandan
Contract:	Electrical Construction	Date of Contract:	October 8, 2013
Contractor:	Edling Electric, Inc.	Owner's Contract No.:	
Engineer:	Advanced Engineering and Environmental Services	Engineer's Project No.:	P00510-2010-003

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change:			Cost Adjustment
Item	Description		
1	Time extension for delays beyond contractor's control and closeout documents.		\$ -
TOTAL (this Change Order):			\$ -

Attachments: None

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:	\$ 42,320.00	Original Contract Times:	<input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
Increase (Decrease) from previously approved Change Orders:	\$ 0.00	Substantial completion (days or date):	March 4, 2015
Contract Price prior to this Change Order:	\$ 42,320.00	Ready for final payment (days or date):	April 1, 2015
Increase of this Change Order:	\$ 0.00	Increase (Decrease) from previously approved Change Orders:	No. 0 to No. 0:
Contract Price incorporating this Change Order:	\$ 42,320.00	Substantial completion (days):	0
		Ready for final payment (days):	0
		Contract Times prior to this Change Order:	
		Substantial completion (days or date):	March 4, 2015
		Ready for final payment (days or date):	April 1, 2015
		Increase Time of this Change Order:	
		Substantial completion (days or date):	23
		Ready for final payment (days or date):	105
		Contract Times with all approved Change Orders:	
		Substantial completion (days or date):	March 27, 2015
		Ready for final payment (days or date):	July 15, 2015

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable):		Date: _____

Proclamation

25th Anniversary *BIS - MAN* 1990-2015

TRANSIT



JEFFERSON  **LINES**



TO ALL WHOM THESE PRESENTS COME - GREETINGS:

Whereas, personal and public transit provided to a specific population of Mandan, Bismarck and Lincoln citizens, provides access to medical, business, employment, recreational, social and supportive services for the past 25 years; and

Whereas, Bis-Man Transit's door-to-door paratransit service is the only available option for transportation option for our community's most vulnerable population; individuals with disabilities, both temporary or long-standing, as well as our population aged 60 and over; and

Whereas, this personal transit system provides a safe, friendly and economical alternative transportation option, allowing individuals of all abilities to maintain urban mobility that enhances their independence, while helping to reduce traffic congestion, carbon emissions, and exposure to potentially dangerous driving conditions; and

Whereas, the backbone of our region's transit is staff highly respected for its efforts, but rarely recognized for the level of dedication and depth of knowledge - a combined 751 years of experience organization-wide to the region - brandished during the nearly 430,000 rides provided in 2014 by Bis-Man Transit, Capital Area Transit, Jefferson Lines and Taxi 9000; and

Whereas, the above-listed organizations provide an average of more than 1,175 combined rides each day, the staff take the time to know many of our customers on a first-name basis, and recall that customer's specific set of needs to ensure a safe and enjoyable riding experience, regardless of uncontrollable circumstances such as rain, snow, ice and frigid temperatures; and

Whereas, the aforementioned entities are guided by a volunteer board incorporated in 1987 as a non-profit organization, which today includes 114 years of experience among its 11 members; and

Whereas, the North Dakota cities of Mandan, Bismarck, and Lincoln, as well as Bis-Man Transit, Capital Area Transit, Jefferson Lines and Taxi 9000 invite all residents of these three cities to participate in Personal and Public Transit Awareness Month.

Now, Therefore, I, Arlyn Van Beek, Mayor of the City of Mandan, do hereby congratulate Bis-Man Transit and its constituents on its anniversary, and proclaim the month of July 2015 as:

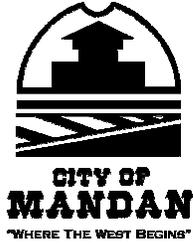
BIS-MAN TRANSIT PUBLIC & PERSONAL TRANSIT APPRECIATION MONTH

In Mandan, Bismarck, and Lincoln, I encourage all citizens to support Bis-Man Transit in its efforts to bring awareness to the customers, friends, family, and of course, the staff involved in this most worthy endeavor.

Dated in Mandan, North Dakota, this 7th day of July 2015.



Mayor



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval replat of Lot 9, Block 1, Macedonia Hills 1st Addition

STATEMENT/PURPOSE:

Request is to split the lot so that each half of a duplex structure can be sold separately.

BACKGROUND/ALTERNATIVES:

This property is zoned R3.2 that allows duplex structures. The minimum lot size is 7,000 square feet. The lot is 10,440 square feet.

Method of provision of water and sewer service to each new lot must be approved by Public Works Department.

ATTACHMENTS:

1. Subdivision Location Map
2. Lot Location Map
3. Plat Maps
4. Utility Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

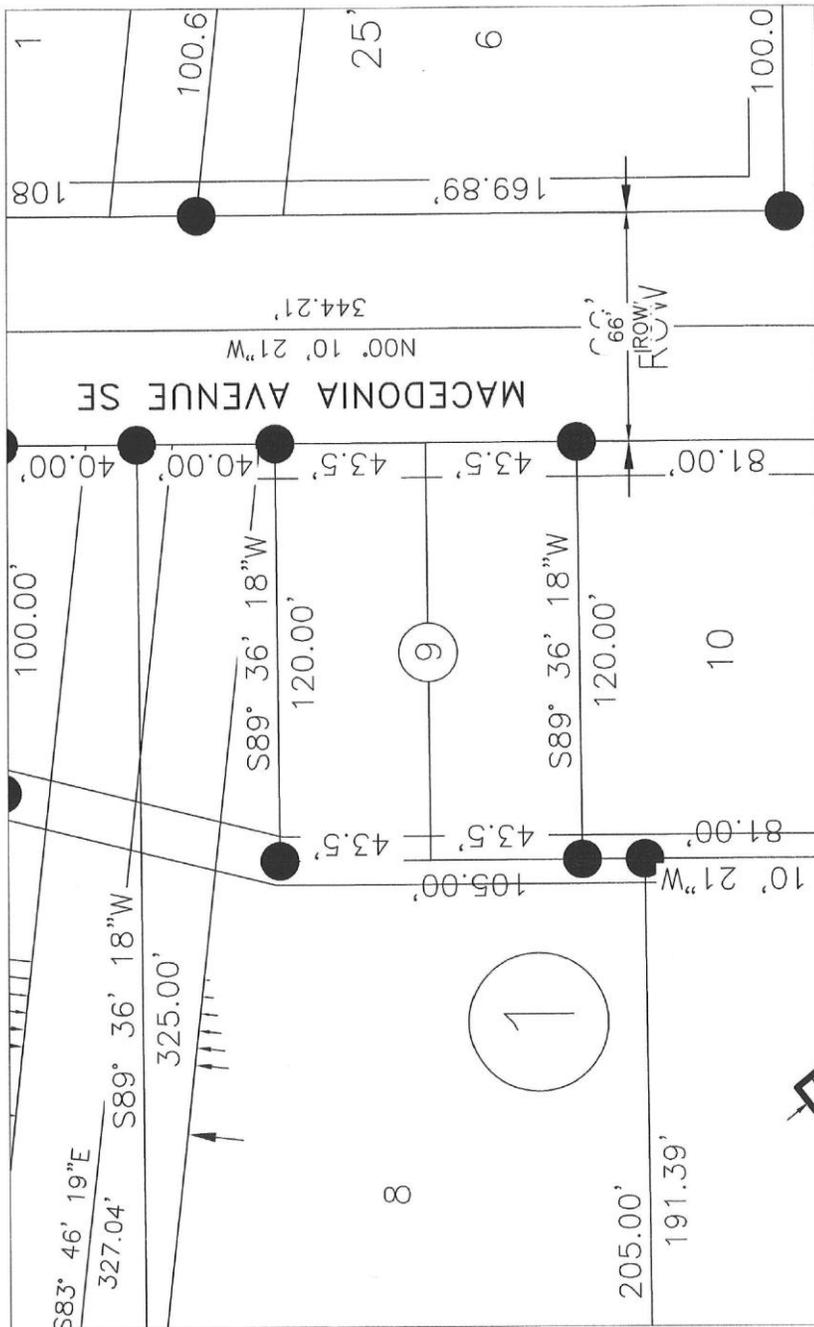
RECOMMENDATION:

Recommend approval.

SUGGESTED ACTION:

Move to approve replat of Lot 9, Block 1, Macedonia Hills 1st Addition



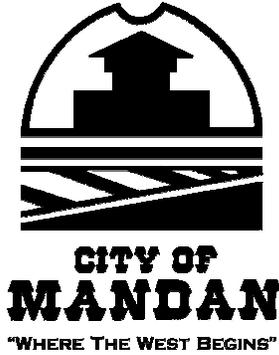


SCALE 1:40

REPLAT REQUEST

MB HOMES

LOT 9 BLOCK 1 MACEDONIA HILLS 1st
2203 MACEDONIA AVE SE MANDAN ND 58554



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director
PRESENTER: Jeff Wright
SUBJECT: Consider Change Order for time extension on Water Meter Improvement Project to August 31, 2015.

STATEMENT/PURPOSE:

Consider approving the change order allowing for a time extension of the Water Meter Improvement Project due to requirements mandated by the EPA's State Revolving Fund Program.

BACKGROUND/ALTERNATIVES:

The Change order extends the final completion date of the project to allow the contractor to obtain American iron and steel certifications from manufactures of iron and steel products used throughout the project. Once obtained, work on the Countryside meter vault and the MWWS meter replacements will be completed.

Project closeout documents will also be executed during this timeframe to a reasonable extent relative to completion. Upon final execution, this change order will extend the final completion date to August 31, 2015. The contract price remains unaffected.

Approval of this change order will be contingent upon review by the NDDoH.

ATTACHMENTS: Change Order Information

FISCAL IMPACT: No change in original contract or SRF Loan amount

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Recommend approval of change order for time extension on Water Meter Improvement Project to August 31, 2015.

SUGGESTED MOTION: Move to approve the change order for time extension on Water Meter Improvement Project to August 31, 2015.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

Subject: Consider Change Order for time extension on Water Meter Improvement Project to August 31, 2015.

Page 2 of 2

**Change Order
No. 5**

Date of Issuance: June 30, 2015 Effective Date: June 30, 2015

Project:	Mandan Water Meter Improvements Project	Owner:	City of Mandan
Contract:	General Construction	Date of Contract:	April 17, 2014
Contractor:	Thirkettle Corp.	Owner's Contract No.:	
Engineer:	Advanced Engineering and Environmental Services	Engineer's Project No.:	P00510-2013-000

The Contract Documents are modified as follows upon execution of this Change Order:

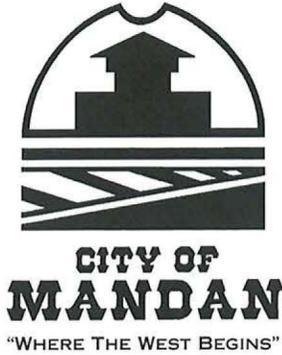
Description of Change: Change in contract times

Item	Description	Cost Adjustment
1	Change in contract times to obtain AIS Certifications and complete closeout documents.	\$ -
TOTAL (this Change Order):		\$ -

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 1,520,634.59</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
Increase (Decrease) from previously approved Change Orders: No. <u>0</u> to No. <u>4</u> : <u>\$ -12,846.78</u>	Substantial completion (days or date): <u>December 15, 2014</u> Ready for final payment (days or date): <u>January 31, 2015</u>
Contract Price prior to this Change Order: <u>\$ 1,507,787.81</u>	Increase (Decrease) from previously approved Change Orders No. <u>0</u> to No. <u>4</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>150</u>
Increase (Decrease) of this Change Order: <u>\$ 0.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>December 15, 2014</u> Ready for final payment (days or date): <u>June 30, 2015</u>
Contract Price incorporating this Change Order: <u>\$ 1,507,787.81</u>	Increase Time of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>62</u>
	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>December 15, 2014</u> Ready for final payment (days or date): <u>August 31, 2015</u>

RECOMMENDED By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>6/30/2015</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>6/30/15</u>
Approved by Funding Agency (if applicable): _____	_____	_____



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Bid Results, Beanery Preservation Improvements

STATEMENT/PURPOSE: To consider waiving a bid irregularity.

BACKGROUND/ALTERNATIVES: Public bid opening for the Northern Pacific Beanery – Preservation Improvements, ND DOT Project No TEU-1-988(037)048 was held Friday, June 25th. We received 1 bid; however the bidder's signature on the "Bid Bond" was not notarized. The Surety Company issuing the Bid Bond did notarize their signature.

ND DOT indicated if the City of Mandan could review and determine if they could accept the bid. The public notice indicates "ND DOT reserves the right to reject any and all proposals, waive technicalities, or to accept such as may be determined in the best interests of the state."

Please see Ms. Hepper Olson's recommendation to waive the irregularity.

ATTACHMENTS: June 30, 2015 letter from Bobbi Hepper Olson

FISCAL IMPACT: to be determined should the irregularity be waived

STAFF IMPACT:

LEGAL REVIEW: Based on the recommendation of the architect and compliance with rest of bidding requirements, I have no problem recommending that the Commission waive the irregularity and award the bid.

RECOMMENDATION: I recommend the waiving of the technicality of the missing notary and accepting the bid as submitted.

SUGGESTED MOTION: I move to waive the technicality of the missing notary and accepting the bid as submitted.



Tuesday, June 30, 2015

City of Mandan
ATTN: Jim Neubauer – City Administrator
205 2nd Ave NW
Mandan ND 58554

RE: **Bid Results** - Northern Pacific Beanery – Preservation Improvements, Mandan , ND
NDDOT Project No. TEU-1-988(037)048

Dear Mr. Neubauer,

We had a public bid opening for the above noted project on Friday, June 25th. We received one (1) bid. The NDDOT reviewed the bidding documents and noticed that the first page of the “Bid Bond” had the contractor/bidders signature, **but this signature was not notarized**. The Surety Company issuing the Bid Bond did notarize their signature.

The NDDOT stated this missing notary of the contractor’s signature makes the bid invalid, but the City of Mandan could review and determine if they could accept the bid.

As the project architect, I would recommend waiving the technicality of missing the notary and accepting the bid as submitted, based on the following:

1. It was our only bid, so no bidders can contest it.
2. The public “Notice to Contractors” for bidding the project states: “NDDOT reserves the right to reject any and all proposals, waive technicalities, or to accept such as may be determined in the best interests of the state.”
3. The form was notarized by the Surety Company and as long as the Contractor submits a Performance and Payment Bond acceptable along with the Contractor’s Qualification Statement, that should override the one missing notary on the Bid Bond.
4. There was an additional “Affidavit” included with the bid forms that was notarized by the Contractor/Bidder, and signature matches.
5. **This is my opinion, and I am not an attorney so, the city shall seek legal interpretation before making final decision if the missing notary on the Bid Bond is a technicality allowable to be waived in the best interest of the owner.**

Attached for your convenience for your attorney to review to make final recommendation to the City Council for determination, are the following documents:

1. Notice to Contractors – 1 page.
2. The bidding forms submitted, note the first page of the Bid Bond, missing the Notary.
 - a. Bid Bond – 3 pages (please note the 1st page without the notary is the technicality in question)
 - b. Contractor’s License – 1 page
 - c. Affidavit - 1 page (please note this page was notarized and signature matches the Bid Bond Signature that was not notarized)
 - d. Bid Proposal Forms – 11 pages

hepperolson.com

BUXTON OFFICE

429 Broadway Street, po box 147, Buxton, ND 58218
P 701 841 1000 F 701 841 1001

GRAND FORKS

2617 S Columbia Road, Suite 3, Grand Forks, ND 58201
P 701 746 6820 F 701 841 1001



HEPPER OLSON_{architects}

Additional information about the contractor/bidder - I have worked with this Contractor on many publicly bid projects and several historic preservation projects and know they are capable of completing the work based on previous work experience with them. They have also completed NDDOT projects and understand that process for submitting required documentation.

As the architect I struggled trying to find bidders for this unique type of preservation work, that could meet the qualifications required by this project. I personally called several contractors, all of them very busy and not interested in this type of project, or too busy to complete another project this summer.

Please contact me if you have further questions as you review and determine whether to accept or reject the bid.

Sincerely,

Bobbi J. Hepper Olson
Hepper Olson Architects, Ltd.

CC: Pam Wenger/NDDOT

hepperolson.com

BUXTON OFFICE

429 Broadway Street, po box 147, Buxton, NC 28520
P 701 841 1000 F 701 841 1001

GRAND FORKS

2617 S Columbia Road, Suite 3, Grand Forks, NC 28201
P 701 746 6820 F 701 841 1001

NOTICE TO CONTRACTORS

The North Dakota Department of Transportation (NDDOT) will receive bids for the construction of the following project(s):

Job No.: 1
Project No(s).: TEU-1-988(037)048
Type: NORTHERN PACIFIC BEANERY - PRESERVATION IMPROVEMENTS
County(s): MORTON Co
Location: MANDAN NORTHERN PACIFIC BEANERY

Bids will be received until 11:00AM, June 26, 2015. Bids will be opened at that time in Room 310 of the NDDOT building on the capitol grounds in Bismarck and the bid results will be distributed and posted online at <https://www.dot.nd.gov/business/bidinfo.htm> approximately 30 minutes after bids are opened.

The proposal forms, plans, and specifications are available on the NDDOT website at <http://www.dot.nd.gov> and may be inspected at the Construction Services Division, 608 East Boulevard Avenue, Bismarck, North Dakota.

Bidders for this project are not required to be prequalified prior to the bid opening. The apparent low bidder will be required to submit a completed "Contractor's Prequalification Statement" SFN9384 to the Construction Services Division within 10 days after the bid opening. The "Contractor's Prequalification Statement" can be found on the NDDOT website at <https://www.dot.nd.gov/business/contractors.htm>.

* NDDOT reserves the right to reject any and all proposals, waive technicalities, or to accept such as may be determined in the best interests of the state.

Requested by:
Grant Levi, P.E., Director
North Dakota Department of Transportation



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider request to de-annex Parcel 65-5784300 owned by TRI-WEST LLP.

STATEMENT/PURPOSE:

Action was taken in 2007 to annex several parcels. This request is to de-annex one of those parcels.

BACKGROUND/ALTERNATIVES:

In 2007 several parcels located east of 8th Ave. SW and south of the Heart River were annexed in order to proceed with development of some of the parcels.

The parcel involved in this request was originally considered necessary to provide a location for a sewer lift station to serve the area. Further engineering evaluation concluded that this parcel was not needed.

The meeting minutes clearly indicate that the intent was not to include this parcel. However, the documentation initially prepared for this annexation was not revised to remove this parcel from the area to be annexed when the annexation ordinance was approved.

The owner of this parcel was not aware until recently that this parcel had been included in the annexation.

The request is to de-annex this parcel.

ATTACHMENTS:

1. Location Map
2. Request letter from property owners
3. Meeting minutes and annexation paperwork from 2007 (separate file)

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

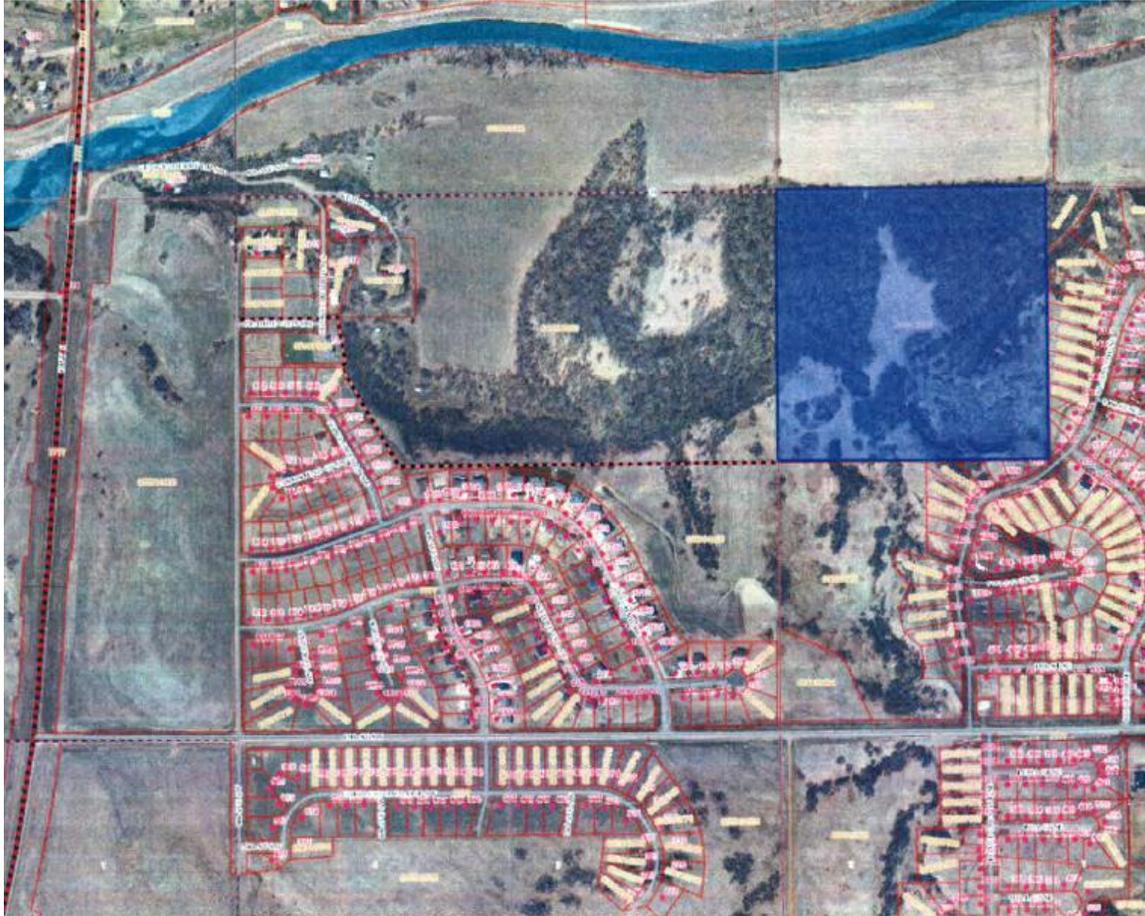
RECOMMENDATION:

This parcel is located mostly in the floodplain of the Heart River. Some of the parcel is designated floodway. There is the potential that future flood control modifications to the Heart River could impact this parcel. Except for the parcel to the west, all parcels surrounding this parcel are in the city. A newly developed subdivision borders this parcel on the east and south.

Even though past actions indicated that this parcel should not have been annexed, concerns have been expressed that it may not be appropriate to de-annex this parcel without some assurances of cooperation in future flood control efforts.

SUGGESTED ACTION:

Move to Resolutions and Ordinance item 3



June 12, 2015

Robert Decker, P.E.
City Commission Members

RE: De-annexing of property city parcel number of 65-5784300 and previous county parcel number 41-0279000

As the managing partner of TRI-WEST LLP, I am officially requesting the property that was mistakenly annexed into the city in 2007 be de-annexed and returned to its previous parcel number of 41-0279000.

The annexation took place in 2007 but on the tax statements did not appear with parcel number 65-5784300 until 2013. From 2007 until 2011 the number was 41-0279000. In 2012, this land's parcel number was not listed on either city or county tax statements.

In 2011, the tax due was \$76.25. In 2013, the tax bill was \$341.32. I have been advised that in 2015 the taxes will be around \$500.00.

I hate to even admit to the fact, but I was oblivious to the change until I received the letter from the city about an increase of 82.19% in the assessment of this piece of property. I spoke with many people in different city departments and finally was told about the annexation. I was truly shocked.

Please correct this error by de-annexing and returning the property to the county.

Sincerely,



Renee C. Brucker
Managing Partner TRI-WEST LLP

ORDINANCE NO.1031

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.

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

WHEREAS, the City of Mandan, North Dakota has determined it to be in its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, North Dakota, but not embraced within the limits thereof, and has passed a resolution praying that such territory be annexed to the City of Mandan, and the governing body of said City pursuant to due notice thereof duly held a public hearing on November 6, 2007, with respect to said petition. No protests were received.

SECTION 1. Property Annexed. The following described lands situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

A portion of land lying in the S1/2 of Section 34, Township 139 North, Range 81 West, more specifically described as follows:

Beginning at the northwest lot corner of Lot 1, Block 1, School District 3rd Addition, this also being a point on the corporate limit line; thence north along said corporate limit line to the point of intersection with the east/west 1/4 section line of Section 34, Township 139 north, Range 81 west; thence west along the said 1/4 section line to the point of intersection with the north/south 1/4 1/4 line of said Section 34; thence south along said 1/4 1/4 section line to the point of intersection with the east/west 1/4 1/4 line of said Section 34; thence west along the said east/west 1/4 1/4 line to a point lying 33.00 feet from the western boundary line of said Section 34; thence to the north, paralleling the said western boundary line of said Section, to the point of intersection with the south right-of-way line of Prairie View Drive SW, this street being part of Keidel Estates 1st Subdivision; thence west perpendicular to the said western boundary line of said Section 34 a distance of 66.00 feet to a point lying on the corporate limit line that lies 33.00 feet perpendicular to the said western boundary line of said Section; thence south along a line lying 33.00 feet perpendicular to the said western boundary line of said Section 34 to the point of intersection with centerline of 19th Street SW; thence



COUNTY RECORDER, MORTON COUNTY, ND

I certify that this instrument was filed and recorded, 412163
Carrole Schaner, County Recorder Fee \$29.00
By *[Signature]* Deputy Dec 05, 2007 02:34 PM

Return to:

CITY OF MANDAN
205 2ND AVE NN
MANDAN ND 58554

County Recorder
Morton County
Mandan ND 58554
Page 1 of 4

412163

west along said centerline to the point of intersection with the centerline of North Dakota Highway 6; thence south along said centerline of North Dakota Highway 6 to the point of intersection with the westerly extended south right-of-way line of said 19th Street SW; thence east along the said south right-of-way line of 19th Street SW to the point of beginning.

The following lots are included in said traverse:

Auditors lot A of SE1/4 of Section 34, Township 139 North, Range 81 West
Auditors lot B of SE1/4 of Section 34, Township 139 North, Range 81 West
Part of the S1/2 of the S1/2 of Section 34, Township 139 North, Range 81 West

SECTION 2. Corporate Boundary Extended. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.



Ken LaMont, President, Board of City

Commissioners

Attest:



James Neubauer, City Administrator

Auditor's Office Morton Co., ND

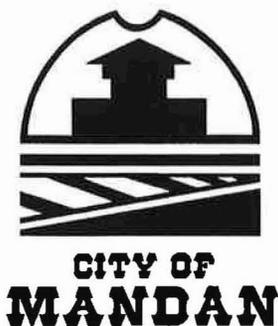
TRANSFER ACCEPTED

12-5-07

PAUL E. TRAUGER, County Auditor

By Ken Pittman Deputy

Publication Dates: October 5 & 12, 2007
Public Hearing: November 6, 2007
First Reading: November 20, 2007
Second Reading: December 4, 2007
Date of Recording: _____



"WHERE THE WEST BEGINS"

MEETING DATE:

November 6, 2007

PREPARATION DATE:

October 31, 2007

SUBMITTING DEPARTMENT:

Engineering

DEPARTMENT DIRECTOR:

Thomas Little

PRESENTER:

Thomas Little

SUBJECT:

Public Hearing to determine the sufficiency of protest for the proposed annexation a portion of Section 34, Township 139 North, Range 81 West (north of 19th St SW, and west of Nicola's 1st Addition).

STATEMENT/PURPOSE:

To determine the sufficiency of written protest to the proposed annexation.

BACKGROUND/ALTERNATIVES:

As you recall, the Keidel family petitioned to have approximately 80 acres of their land, north of 19th Street SW, annexed to the City. During the discussions concerning that request, I recommended to you that additional land to the east and northeast of the Keidel land be annexed as well (for the placement of water and sewer utilities). At my request, Toman Engineering has done a more thorough review of the placement needs of the lift station and sewer mains and it has been determined that all of the lands intended to be served by that lift station can be served by locating the lift-station farther south than originally thought; and therefore the land northwest of the Keidel property (owned by the Brucker family) will not need to be used as a site for the lift-station or utility corridor.

The closing date to receive written protests is November 5, and to date we have received no protests.

ATTACHMENTS:

1. Annexation area map as published.
2. Proposed utility locations.
3. Property ownership map.

FISCAL IMPACT: Minimal.

STAFF IMPACT: Minimal.

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

RECOMMENDATION: This office supports the annexation of the Keidel and Eleanor Rippel land but, because there is not a need to place the lift-station on the land owned by the Bruckers, I do not recommend that the Brucker land be annexed.

SUGGESTED MOTION: I move to annex the Keidel land and the Eleanor Rippel land.



The Mandan City Commission met in a Regular Meeting session at 5:30 p.m. on November 6, 2007 in the Ed "Bosh" Froehlich Room at City Hall. Commissioners present were Tibke, Helbling, Gangl, Ulmer and Mayor LaMont. Department Heads present were City Administrator Neubauer, City Attorney Brown, Police Chief Bullinger, City Engineer Little, Finance Director Welch, Business Development Director Huber, City Assessor Barta, Fire Chief Nardello, Director of Public Works Wright and Deputy Auditor Hager.

PUBLIC HEARING:

1. *Public Hearing to determine the sufficiency of protest for the proposed annexation a portion of Section 34, Township 139 North, Range 81 West (north of 19th St SW, and west of Nicola's 1st Addition).* City Engineer Little presented information relative to the sufficiency of protest for the proposed annexation. Little reviewed previous discussions with the Commission stating that the Keidel family petitioned to have approximately 80 acres of their land (north of 19th Street SW) annexed to the City. During that discussion it was recommended that additional land to the east and northeast of the Keidel land be annexed for the placement of water and sewer utilities. Toman Engineering was contacted to do a review of the placement needs of the lift station and sewer mains. It has been determined that all of the lands intended to be served by that lift station can be served by locating the lift station further south than originally recommended.

Little stated that he has revised what originally was recommended which was based on placement of the utilities. He stated that with the new lift station location there is no overriding reason to annex Tri-West LLP property. Little presented a revised placement of a lift station to reduce the size of annexation boundaries. In order to provide sanitary sewer to the Keidel property, Engineer Little recommends the forced annexation of two adjacent parcels belonging to Tri-West and the Eleanor Rippel Estate. The lift station would be built on Tri-West property owned by Gary and Renee Brucker. The City has published the Notice of Annexation. During the protest period the Brucker's were the only property owners that protested. The owners of the Eleanor Rippel Estate property approved of the annexation. The Brucker protest comprises 16.9% of the proposed annexation area. To successfully protest the annexation, 25% of the land value is needed. Little indicated to the Commission that they have the authority to annex the entire area as published.

Little gave an indication of costs involved for this project. He stated, that based on a hypothetical construction project and a hypothetical special assessment district, he has determined that the utility project including the water main, forced sewer main, lift station and gravity sewer will cost about @ \$1.3 million. On the eastern one-third of the annexed area the cost per acre comes out to about \$3,200 per acre or \$1,285 per lot. The western two-thirds will cost approximately \$5,050 per acre or \$2,020 per lot. Referencing the mapped out project Little explained the following: This area will be capable of serving a much larger area than was estimated on the south side annexation that currently is being worked on. As those properties become annexed, fees will be charged for hook up fees to pay for special assessments.

Renee Brucker requested the Commission not include the Tri-West, LLP property in the annexation. She inquired if the property would be included in the larger south side annexation process that was started earlier this year by the city? City Attorney Brown responded that if the annexation continues that indeed the Brucker property will be part of that annexation.

Little pointed out that there would be a hook up fee of \$668,000 for the county lands and the City would assess \$635,000 noting that 50% of the hypothetical assessment is within the city and half would be in the county. Commissioner Helbling commented that it would be advisable to remove the Brucker property from the annexation. If not taken in this annexation, if there is a request to develop the property in the future, hook up fees would be assessed at that time.

Susan Beehler, a city resident commented on the annexation. Regarding the first annexation hearing, the Keidels wanted the land annexed. Then it was changed to include the Brucker property and Ripple property. Beehler inquired as to why this is not rewritten so the parties who want to be annexed can be annexed? She stated the changing of the annexation can be complicated for the public. Mayor LaMont asked for any additional comments. Hearing none, the public hearing was closed. Commissioner Ulmer motioned to approve the Keidel land and the Eleanor Ripple Estate annexation property requests. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

2. Public Hearing for Ad Valorem Tax Exemption application for Nelson Family Enterprises D/B/A Frito Lay; parcel aka Lot 4, Block 4, Mandan Industrial Park 7th Addition at 4102 30 Ave NW on Parcel #9708. City Assessor Barta presented a request for an Ad Valorem Tax Exemption application for Nelson Family Enterprises D/B/A Frito Lay at the aforementioned legal description and location. Barta stated that this request is for a five-year tax exemption for a commercial structure pursuant to NDCC Chapter 40-57.1. This will be the Frito Lay headquarters. Barta stated that no opposition has been received regarding the exemption. The property is approximately 10,000 square feet and it will be an \$11,700 exemption. Barta recommended approval of the request. Mayor LaMont asked for comments from the public. Hearing none, the public hearing closed.

Commissioner Tibke moved to approve the Ad Valorem Tax Exemption application for Nelson Family Enterprises D/B/A Frito Lay; parcel aka Lot 4, Block 4, Mandan Industrial Park 7th Addition at 4102 30 Ave NW on Parcel #9708. Commissioner Helbling seconded the motion. The motion received unanimous approval of the members present.

3. *Public Hearing on Orders to Show Cause for:*
i. Leslie Volochenko – 506 Collins Ave.:

City Assessor Barta reported on the Leslie Volochenko property at 506 Collins Avenue in Mandan. The permit was issued in 1998. Barta stated that the building is structurally acceptable, however the exterior of the property is in need of repair. Barta stated that

along 19th Street is ready to be annexed. He suggested that the road project be cut back to include 8th Avenue and Ft. Lincoln. Little commented that if the suggestion is followed, it would cut the project's cost considerably, perhaps by 60%. Little stated that this issue needs to be discussed at the next City Commission meeting and then back to MPO by mid-December. Little recommended resubmitting the regional urban road proposal with the revised 19th Street project for 2010. The city will also add a project at the Sunset Drive and Old Red Trail intersection that will put in the traffic signals in the area.

Little recommended funding for this project. He will submit it as interstate/urban in hopes that a large portion will be interstate. The intersection is part of the interstate interchange and increased traffic in the area is backing up traffic to the interstate on the off ramp. Because it affects the interstate, there is a strong possibility that there will be funds for signaling the intersection. The Commissioners agreed Mr. Little will submit the projects as follows:

- 19th Street to 2010
- The Intersection and Old Red Trail in 2008
- Division Street West after 19th in 2011
- Sunset Drive north of the Junior High in 2012.

RESOLUTIONS & ORDINANCES:

3. *Consider the introduction and first reading of ordinance number 1031 (Annexation of Keidel LLP and other land, north of 19th Street SW).* Commissioner Ulmer moved to approve the introduction and first reading of ordinance number 1031 providing for the annexation of Keidel LLP and other land, north of 19th Street SW. Commissioner Helbing seconded the motion. The motion received unanimous approval of the members present.

OTHER BUSINESS:

City Administrator Jim Neubauer stated that the Commission Meeting scheduled for December 4, 2007, will commence at 4:00 p.m. Employee service awards will be presented at the meeting.

There being no further actions to come before the Board, Commissioner Ulmer moved to adjourn. Commissioner Gangl seconded the motion. Upon roll call vote, the motion received unanimous approval of the Board. The meeting adjourned at 8:19 p.m.

James Neubauer,
City Administrator

Ken LaMont,
President, Board of City
Commissioners

8. *Consider for final acceptance, Street Improvement District number 124 Area B, Project number 2004-25 (serving the Riverwood Commercial Park Addition).* The Board approved final acceptance of Street Improvement District #124, Area B, Project #2004-25.

9. *Consider Mandan Progress Organization Funding Committee recommendations.* The Board approved the recommendations made by the Mandan Progress Organization Funding Committee.

Commissioner Helbling moved to approve the Consent Agenda as presented. Commissioner Ulmer seconded the motion. The motion received unanimous approval of the members present.

NEW BUSINESS:

1. *Update on remediation project by Leggette Brashears & Graham.* Tim Kenyon reported that phase II and III were completed in 2007, phase 1 was finished in 2006. This year 292 wells were connected to the system with 23 miles of pipe. Remedial buildings were completed and are now operational with a few minor items to complete.

The contaminant recovery totals included 14,301 gallons of diesel, 21,065 gallons of solvent, gasoline and diesel, 65,018 pounds of methane and 54,740 gallons of diesel through bioattenuation (microbes consuming the diesel absorbed in the soil). Also, 616,482 pounds of hydrocarbons have been removed – equivalent to approximately three full railroad coal cars.

Mr. Kenyon reported that of the \$16.5 million authorized by the Mandan Remediation Trust for the system, \$15 million has been spent which leaves money left as received from BNSF Railways. The main concerns in 2008 will be operation and maintenance of the system, enhancing its efficiencies, modifications for development and closing off portions of the system where remediation is completed. Preliminary cost estimates are about \$350,000 annually for these activities.

RESOLUTIONS AND ORDINANCES:

1. *Consider the second reading and final passage of Ordinance #1031 (Annexation of Keidel LLP and other land north of 19th St. SW).* Commissioner Helbling moved, seconded by Commissioner Ulmer, to approve the second and final passage of Ordinance #1031. The motion received unanimous approval of the members present.

ORDINANCE NO.1031

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.

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

WHEREAS, the City of Mandan, North Dakota has determined it to be in its interests to annex the hereinafter described property, which is contiguous to the City of Mandan,

North Dakota, but not embraced within the limits thereof, and has passed a resolution praying that such territory be annexed to the City of Mandan, and the governing body of said City pursuant to due notice thereof duly held a public hearing on November 6, 2007, with respect to said petition. No protests were received.

SECTION 1. Property Annexed. The following described lands situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

A portion of land lying in the S1/2 of Section 34, Township 139 North, Range 81 West, more specifically described as follows:

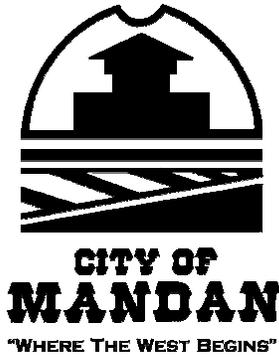
Beginning at the northwest lot corner of Lot 1, Block 1, School District 3rd Addition, this also being a point on the corporate limit line; thence north along said corporate limit line to the point of intersection with the east/west 1/4 section line of Section 34, Township 139 north, Range 81 west; thence west along the said 1/4 section line to the point of intersection with the north/south 1/4 1/4 line of said Section 34; thence south along said 1/4 1/4 section line to the point of intersection with the east/west 1/4 1/4 line of said Section 34; thence west along the said east/west 1/4 1/4 line to a point lying 33.00 feet from the western boundary line of said Section 34; thence to the north, paralleling the said western boundary line of said Section, to the point of intersection with the south right-of-way line of Prairie View Drive SW, this street being part of Keidel Estates 1st Subdivision; thence west perpendicular to the said western boundary line of said Section 34 a distance of 66.00 feet to a point lying on the corporate limit line that lies 33.00 feet perpendicular to the said western boundary line of said Section; thence south along a line lying 33.00 feet perpendicular to the said western boundary line of said Section 34 to the point of intersection with centerline of 19th Street SW; thence west along said centerline to the point of intersection with the centerline of North Dakota Highway 6; thence south along said centerline of North Dakota Highway 6 to the point of intersection with the westerly extended south right-of-way line of said 19th Street SW; thence east along the said south right-of-way line of 19th Street SW to the point of beginning.

The following lots are included in said traverse:

Auditors lot A of SE1/4 of Section 34, Township 139 North, Range 81 West
Auditors lot B of SE1/4 of Section 34, Township 139 North, Range 81 West
Part of the S1/2 of the S1/2 of Section 34, Township 139 North, Range 81 West

Removed 7-6-15

~~New Business No. 2~~



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 1, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Engineering & Planning Director
SUBJECT: Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2015-12(Lakewood 8th Addition).

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

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

ATTACHMENTS:

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

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

STAFF IMPACT: Minimal

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

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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3 – WAY AGREEMENT

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

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

- Water Mains
- Sanitary Sewer Mains
- Storm Sewer
- Streets
- Others: Water and Sewer Services

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

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

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

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

1) **LICENSE TO CONSTRUCT**

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

Lakewood 8th Addition

- 34th Avenue SE
- Shoal Loop SE
- Gale Loop SE
- 21st Street SE

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

2) SCOPE OF WORK

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

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

3) TIME OF COMPLETION

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

4) CITY AUTHORITY AND RESPONSIBILITY

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

5) DESIGN ENGINEER AUTHORITY AND RESPONSIBILITY

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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6) PAYMENT

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

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

7) CONTENTS OF DEVELOPER'S CONTRACT

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

8) OWNERSHIP OF WORK-LINES

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

9) WARRANTY

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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10) VERBAL AGREEMENTS

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

11) PROTECTION OF PUBLIC AND WORK

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

12) UTILITIES

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

13) CHANGES

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

14) CLEAN UP

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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

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

15) LIQUIDATED DAMAGES

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

15) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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

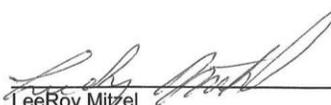
CITY OF MANDAN

DEVELOPER

Justin Froseth
Planning and Engineering Director

Mitzel Builders, Inc.
Firm Name

Arlyn Van Beek, President
Board of City Commissioners


Lee Roy Mitzel
Owner

2401 46th Ave. SE, #101

Mandan, ND 58554
Address

Attest:

CONTRACTOR

James Neubauer, City Administrator

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


Authorized Representative

Brent Basaraba
Owner
Title

37610 12th St. NE

Wilton, ND 58579
Address

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2015

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

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

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

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

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

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

President, Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

Date of Passage: July 7, 2015



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2015
PREPARATION DATE: July 2, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider rezoning for Lakewood 8th Addition

STATEMENT/PURPOSE:

Morton County asked that we readopt this ordinance with a modified wording.

BACKGROUND/ALTERNATIVES:

Morton County asked that we insert "to the City of Mandan, Morton County, North Dakota" after "Lakewood 8th Addition".

ATTACHMENTS:

1. Revised ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Adopt ordinance.

SUGGESTED ACTION:

Move to adopt Ordinance No. 1208 Lakewood 8th Rezoning.

ORDINANCE NO. 1208

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

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

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

The Lakewood 8th Addition to the City of Mandan, Morton County, North Dakota shall be excluded from the A district and included in the R7 and R3.2 districts. Lot 1, Block 1; Lots 1-3, Block 2 and Lots 1-5, Block 4 shall be zoned R7. Lots 4-39, Block 2 and Lots 1-22, Block 3 shall be zoned R3.2.

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

President, Board of City Commissioners

Attest:

City Administrator

Public Hearing:	<u>July 7, 2015</u>
First Consideration:	<u>July 21, 2015</u>
Second Consideration and Final Consideration:	<u>July 21, 2015</u>
Recording Date:	_____

ORDINANCE NO. 1209

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

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

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

Lots 1-7, Block 1 of Heart Ridge 2nd Addition shall be excluded from the R7 district and included in the R3.2 district.

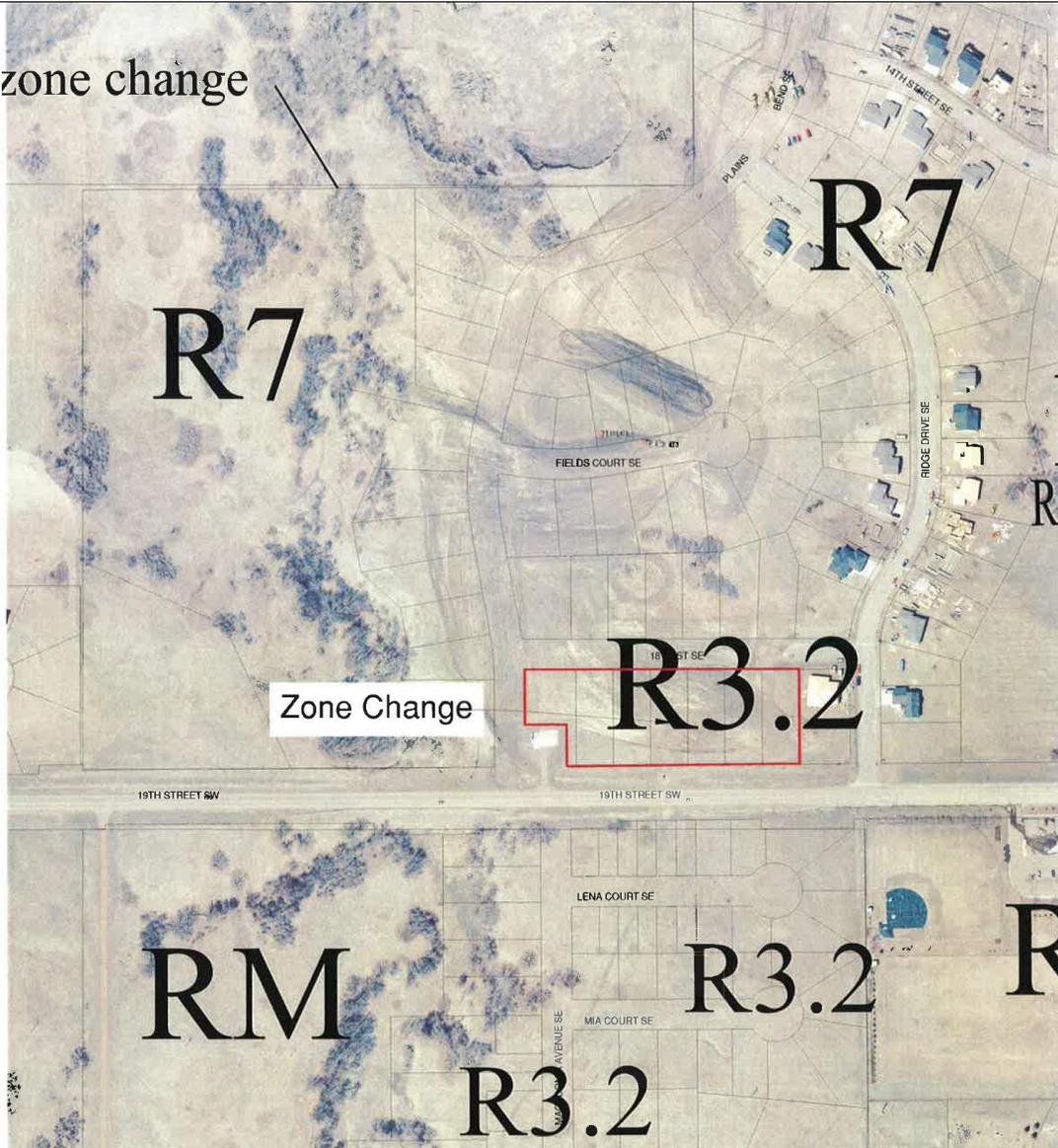
SECTION 2. RE-ENACTMENT. Section 21-03-02 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

Public Hearing:	<u>June 16, 2015</u>
First Consideration:	<u>June 16, 2015</u>
Second Consideration and Final Adoption:	<u>July 7, 2015</u>
Recording Date:	_____



ORDINANCE NO. 1211

AN ORDINANCE DE-ANNEXING A PROPERTY PREVIOUSLY ANNEXED TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA IN ERROR.

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

WHEREAS, the City of Mandan, Morton County, North Dakota has determined that the parcel of land assigned parcel number 65-5784300 in the Morton County parcel numbering system was annexed to the city in error, and

WHEREAS, the owner of the property has requested that the property be de-annexed from the city.

NOW THEREFORE be it ordained by the City of Mandan, Morton County, North Dakota that the NW ¼ of the SE ¼ of Section 34, Township 139 North, Range 81 West, City of Mandan, Morton County, North Dakota, including 40 acres more or less and listed by Morton County as Parcel Number 65-5784300, is hereby de-annexed from the City of Mandan.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: July 7, 2015
Second Consideration: _____
Recording Date: _____

**RESOLUTION OF VACATION
Board of City Commissioners
City of Mandan, North Dakota**

WHEREAS, Scott Russell of RBros Developers, LLC and Donald Franklund of 3-C Construction have submitted to the City of Mandan a petition requesting to vacate the portion of 42nd St. NW between 30th Ave. NW and 32nd Ave. NW; and

WHEREAS, this is a follow-up action to the recently approved rezoning of the parcel owned by RBros Developers, LLC; and

WHEREAS, there is a public sanitary sewer line located in this right-of-way; and

WHEREAS, this street has never been developed and does not provide service to any other properties; and

WHEREAS, the public notices required by N.D.C.C. § 40-39-06 were published for four consecutive weeks on 5/29/2015, 6/5/2015, 6/12/2015 and 6/19/2015; and

WHEREAS, the public hearing required by N.D.C.C. § 40-39-07 was conducted by the Board of City Commissioners on 7/7/2015.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that the above described public right-of-way be and the same is hereby vacated and replaced with a 30 foot wide utility easement centered over the sanitary sewer line that is located in the center of the existing right-of-way.

BE IT FURTHER RESOLVED, that the within and foregoing Resolution shall become effective from the time of its passage and publication.

Approved and passed July 7, 2015, by at least two-thirds vote of all the members of the Board of City Commissioners.

President, Board of City Commissioners

ATTEST:

City Administrator

Public Notice Dates: May 29, 2015; June 5, 2015; June 12, 2015 & June 19, 2015

Public Hearing: July 7, 2015

Final Passage: _____

Publication Date: _____

ORDINANCE NO. 1212

An Ordinance to Amend and Re-enact
Section 20-14-23(7) of the Mandan Code of Ordinances
Relating to Parking of Certain Vehicles and
Unattached Trailers Restricted

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

Section 20-14-23 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Section 20-14-23 Parking of Certain Vehicles and Unattached Trailers Restricted

7. A person may park or leave standing any trailer or vehicle described in subsections 5 and 6 of this section on a street for the limited purpose of loading and unloading provided that the period of loading and unloading does not exceed twelve hours. For the time from May 15th to September 15th a trailer or vehicle may be parked on a street for a period not to exceed seventy-two hours.

By: _____
President, Board of City Commissioners

Attest:

City Administrator

First Consideration: July 7, 2015
Second Consideration
and Final Passage: _____