

**AGENDA**  
**MANDAN CITY COMMISSION**  
**JUNE 17, 2014**  
**ED "BOSH" FROELICH MEETING ROOM,**  
**MANDAN CITY HALL**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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- A. ROLL CALL:  
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:  
1. Consider approval of the following minutes:  
i. June 3, 2014 – Joint Meeting w/Planning & Zoning  
ii. June 3, 2014 – Regular Board Meeting
- E. PUBLIC HEARING:
- F. BIDS:
- G. CONSENT AGENDA:  
1. Consider approval of monthly bills.  
2. Consider approval of Cost Participation, Construction, and Maintenance Agreement Urban Federal Aid Project (Mandan Beanery Building)  
3. Consider approval of annual Liquor Licenses for July 1, 2014 to June 30, 2015.  
4. Consider approval of Special Sunday Openings for all annual liquor Licenses.  
5. Consider approval of a Sunday Opening for Mandan Eagles Club for June 29, 2014.  
6. Consider approval of Engineering Service Agreement with KLJ for construction engineering services for safe routes to school sidewalk project.  
7. Reallocation of Capital Outlay funds to install storm sewer on 4<sup>th</sup> Ave NE.
- H. OLD BUSINESS:  
1. Consider Street Improvement District 190, Project 2014-02(Keidel's South Heart Terrace 3<sup>rd</sup> Addition).  
2. Update from Advanced Engineering and Environmental Services on the Water Meter Improvements Project.

*Agenda*  
*Mandan City Commission*  
*June 17, 2014*  
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I. NEW BUSINESS:

1. Update on Welcome House activities in Mandan.
2. Consider Growth Fund Committee recommendation on storefront improvement application for 112 Second Ave NW.
3. Consider Heritage Plaza Foundation request for improvements to the Heritage Plaza.
4. Consider authorization of ad for bid for pre-procurement of special order UV equipment for the wastewater treatment plant.
5. Consider for approval the Abstract of Votes cast by the Voters of City Mandan in the Consolidated Primary Election held the 10th day of June A.D. 2014.
6. Consider approval of temporary private access within 31<sup>st</sup> Street half right-of-way.

J. RESOLUTIONS AND ORDINANCES:

1. Second consideration and final passage of Ordinance 1185 related to penalties and fines.

K. OTHER BUSINESS:

1. Update from Finance Department on the new Online Bill Viewing and Payment System.

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. June 30, 2014
2. July 15, 2014
3. August 5, 2014

M. ADJOURN

**Public Communication**

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

The Mandan City Commission and the Mandan Planning & Zoning Commission met in a Joint Special Meeting at 5:00 p.m. on June 3, 2014 at Mandan City Hall, 205 2<sup>nd</sup> Ave NW, in the Ed “Bosh” Froehlich Meeting Room. In attendance for the Mandan City Commission were Mayor Van Beek, Commissioners Rohr, and Braun. City Department Heads present were City Attorney Brown, City Administrator Neubauer, Finance Director Welch, Police Chief Bullinger, Fire Chief Nardello, Business Development & Communications Director Huber, Director of Public Works Wright, Planning & Engineering Director Froseth, Planner Decker, Engineering Project Manager Fettig, Assessor Shaw and Building Official Lalim. Also in attendance for the Mandan Planning & Zoning Commission were Zachmeier, Klein, Fleischer, Van Beek, Hilfer, and Liepitz. Absent: City Commissioner Tibke and Frank; Planning and Zoning Commission members: Knoll, Leingang, Robinson, Laber, Kelly, and Mehlhoff. Representing Stantec was Phil Carlson.

NEW BUSINESS:

1. *Update on Mandan Comprehensive Land Use and Transportation Plan.*  
Mr. Carlson provided an update on Mandan’s land use and transportation plan including new and existing roadways and developing a parks and trails plan. The consultants will make a brief presentation and answer questions about maps and information on display. The draft is the culmination of a year-long process of discussion with a planning advisory committee, city staff, and the community.

The transportation plan has been developed in cooperation with the Bismarck-Mandan Metropolitan Planning Organization (MPO), which is in the midst of two major regional transportation studies. Mandan’s plan follows closely the MPO’s assumptions for extension of roadways into Mandan’s growth areas. The transportation plan recommends several important improvements as Mandan grows: to the Sunset Drive and Mandan Avenue interchanges with I-94, a new I-94 underpass at 30th Avenue NW, a new interchange at 56th Avenue NW, and the extension of McKenzie Drive across the Heart River to connect with Highway 1806 in southeast Mandan.

The Parks & Trails Plan identifies potential new park locations as Mandan grows, key trails connections, and recommendations for future park facility needs.

Copies of maps and information are available from the City of Mandan.

ADJOURN

There being no further actions to come before the Board, Commissioner Rohr moved to adjourn the meeting. Commissioner Braun seconded the motion. The motion received unanimous approval of the Board members present and the meeting adjourned at 5:30 p.m.

/s/ James Neubauer  
James Neubauer,  
City Administrator

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

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The Mandan City Commission met in regular session at 5:30 p.m. on June 3, 2014 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota.

Commissioners present were Van Beek, Rohr and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim, Absent: Commissioner Tibke and Commissioner Frank.

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

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held May 20, 2014.* Commissioner Braun moved to approve the minutes as presented. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

1. *Consider award of bid for Street Improvement District 189 (Lakewood 6<sup>th</sup> Addition Lot 10b, Block 2.* Planning & Engineering Director Froseth, reviewed with the Commission the two bids received for this project with the low bidder being from Mariner Construction in the amount of \$70,013.27 which was approximately 27% higher than the Engineer’s Estimate of \$55,361.20. This project would be paid for by special assessments from the benefiting 19 lots at approximately \$4,974.63 each.

Commissioner Rohr moved to award the bid for Street Improvement District 189 (Lakewood 6<sup>th</sup> Addition Lot 10b, Block 2 to the low bidder Mariner Construction in the amount of \$70,013.27 and to approve the Resolution approving Contract and Contractor’s Bond. Commissioner Braun seconded the motion. Roll call vote:

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

2. *Review of bid opening for Street Improvement District 196 Project 2014-14 (Mandan Industrial Park).* Planning & Engineering Director Froseth, stated that on March 4, 2014, the City Commission approved the creation of Street Improvement District 196 and approved the Engineer’s Report and Resolution of Necessity at that time.

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On April 15, 2014, the City Commission approved the Resolution determining insufficiency of protest. The City Engineer's Office consulted with Wenck and Associates to create the plans and specifications for a street improvement project in this district that called for a concrete reconstruction of the two major streets running east and west in this district at 34<sup>th</sup> Street and 37<sup>th</sup> Street Northwest and asphalt overlay on 30<sup>th</sup> Avenue. Bids were open during the month of May with a bid opening held on May 27<sup>th</sup>. There were no bids received for this project. The reasons given for not receiving bids was due to contractors already having a full schedule and the contractors were looking for a more defined plan for the traffic control elements of the project. There were questions about the design of the project after the bid opening date. Mayor Van Beek recommended bringing this matter back in September-October in order to get it on schedule for the spring of 2015. This is an informational item and no action is necessary at this time.

G. CONSENT AGENDA

1. *Consider approval of CPM agreements for resurfacing projects bid through NDDOT*
2. *Consider approval of DOT agreement for temporary road closures for MPO events*
3. *Second replat of Lot 1, Block 4 Lakewood 1<sup>st</sup> Addition.*
4. *Consider approval of a Sunday Opening for the Mandan Eagles Club for June 22, 2014.*
5. *Consider approval of a Sunday Opening for Silver Dollar (Lucas Berger, Jr.) for June 8, 2014.*

Commissioner Rohr moved to approve the Consent Agenda items 1 – 5 as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Introduction of new Police Officers.* Police Chief Bullinger introduced new officers that have joined the Police Department: Officer Kahlor Krefting, Parking Enforcement Officer is from Bismarck, ND and the new police officers are Bryce Klein, from Minot, ND, Scott Warzecha, from Colorado and John Lemieux, from Devils Lake, ND. Mayor Van Beek extended a welcome to the new officers.
2. *Consider Street Improvement District 190, Project 2014-02(Keidel's South Heart Terrace 3<sup>rd</sup> Addition).* Planning & Engineering Director Froseth presented a request to create and allow assessments of specials related to and authorize the paperwork for the requested project and allow for the project to be bid. He stated the Engineer's Office met with the developer (today) to discuss the project; in particular the high cost of the project. One reason brought forward causing the high cost is the storm water runoff through the development as there is a fairly large drainage area. Suggestions included annexing an

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area owned by the same developer and possibly spread the storm water costs over the whole area. One previous recommendation was to set a hard bid opening deadline of July 1<sup>st</sup> for any street improvement district coming forward this year if it was to be completed by this year as a result of many projects not being completed by the end of last year. Director Froseth, after talking to the developer and engineer to work through lowering the per lot special assessment, requested an extension to the opening bid deadline. The developer and engineer were present to answer questions.

Commissioner Rohr voiced concern that the specials of approximately \$43,000 are unusually high; and in the event the City was to end up with some of those lots, that would carry quite a liability for the City. Director Froseth agreed that construction costs have been increasing and that last year the highest specials assessed were around \$30,000. Mayor Van Beek clarified that the request is to table this matter or extend the dates in order to have time to review the prices on these lots with the possibility of distributing costs to the land south of this project that is by the same developer. Director Froseth replied that is correct and the request is to extend the deadline with the possibility of annexing the area so assessment costs could be spread throughout. He did not have any solid recommendations as to how to reduce the specials at this time. Director Froseth stated the recommendation is to table this matter for two weeks and to extend the bid date deadline from July 1<sup>st</sup> to July 9<sup>th</sup> and to bring the matter back to the July 15<sup>th</sup> Commission meeting for approval.

Commissioner Rohr moved to table this matter until further information is obtained and provided to the Commission and to extend the bid date deadline. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider Street Improvement District 191, Project 2014-04 (Lincoln Ridge Estates 6<sup>th</sup> Addition).* Planning & Engineering Director Froseth stated that the developer of this project is requesting to create and allow the assessments of specials related to, and authorize the required paperwork for the requested project and allow for the project to be bid. The developer is requesting the City allow special assessment of street costs to the benefiting properties for the development of Lincoln Ridge 6<sup>th</sup> Addition. The cost of the project is estimated to be \$163,232.50 and the engineering and administration costs would add \$57,131.38 for a total cost of \$220,363.88. The specials would be assessed to the 16 lots benefiting at approximately \$13,772.74 per lot in specials.

Commissioner Rohr moved to approve the Resolution creating district, approve the Resolution approving the engineer's report, approve the Resolution of Plans and Specifications, approve Resolution determining sufficiency of petition, approve feasibility report and approve Resolution directing advertisement for bids for Street Improvement District No. 191, Project 2014-04 (Lincoln Ridge Estates 6<sup>th</sup> Addition). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

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4. *Consider Street Improvement District 192, Project 2014-06(West Hills Estates 3<sup>rd</sup> Addition).* Planning & Engineering Director Froseth stated that the developer of this project is requesting that the City allow the special assessment of street costs to the benefiting properties for the development of West Hills Estates 3<sup>rd</sup> Addition. The expected fiscal impact of estimated costs of the total cost of the project is \$193,000 and with engineering and administration fees it would be \$261,000 for a total project costs. The 16 benefiting lots would be about \$20,000 special assessment per lot.

Commissioner Braun moved to approve the Resolution creating district, approve Resolution approving engineer's report approve the Resolution of Plans and Specifications, approve Resolution determining sufficiency of petition, approve feasibility report and approve Resolution directing advertisement for bids for Street Improvement District 192, Project 2014-06 (West Hills Estates 3<sup>rd</sup> Addition). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Consider 3-way agreement for Water & Sewer Improvement Project 2014-07(Midway 14<sup>th</sup> Addition).* Planning & Engineering Director Froseth stated this is a request to enter into a 3-way agreement for Water & Sewer for Midway 14<sup>th</sup> Addition. This project would benefit the developer and it is being paid for through a 3-way agreement by the developer and a letter of credit has been received.

Commissioner Rohr moved to approve the Resolution approving the plans and specifications and authorizing the execution of a 3-way agreement for Water and Sewer Improvement for Project 2014-07(Midway 14<sup>th</sup> Addition). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

6. *Consider Street Improvement District 193, Project 2014-08(Midway 14<sup>th</sup> Addition).* Planning & Engineering Director Froseth stated this is a consideration for the same project discussed under No. 5 – 3-way agreement. The developer is requesting the City to allow the special assessment of street costs to the benefiting properties for the development of Midway 14<sup>th</sup> Addition. The project construction is estimated to be \$175,000 plus administration and engineering costs of \$61,391.40 for a total project cost of \$175,404. There are 6 lots that would benefit from the project and they are zoned commercial so the costs would be special assessed by square foot of approximately \$.43 per square foot. The street would not be fully developed at this time due to not knowing what may be located there.

Commissioner Rohr moved to approve the Resolution creating district, approve the Resolution approving the engineer's report, approve the Resolution of Plans and Specifications, approve Resolution determining sufficiency of petition, approve feasibility report and approve Resolution directing advertisement for bids for Street Improvement District 193, Project 2014-08 (Midway 14<sup>th</sup> Addition). Commissioner

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

7. *Consider Street Improvement District 197, Project 2014-24(24<sup>th</sup> Street NW Between 6<sup>th</sup> Avenue NW and 8<sup>th</sup> Avenue NW).* Planning & Engineering Director Froseth stated this project is to extend 24<sup>th</sup> Street to the east in order to facilitate development of property in the district boundaries. The developer is requesting the City to allow the special assessment of street costs to the benefiting properties for the development of 24<sup>th</sup> Street Northwest between 6<sup>th</sup> Avenue and 8<sup>th</sup> Avenue. The construction of the project is estimated to be \$195,989.00, engineering and administration costs will add \$68,596.15 for a total cost of \$264,585.15. The assessments would go to the benefiting properties in which there are 33.2 acres and split over the square footage of commercial properties would be approximately \$.18 per square foot. Manchester from Toman Engineering came forward and stated that the developer is unsure as to exactly what they will do with the property with regard to developing it as commercial or multi-family.

Commissioner Braun moved to approve the Resolution creating district, approve the Resolution approving the engineer's report, approve the Resolution of Plans and Specifications, approve Resolution determining sufficiency of petition, approve feasibility report and approve Resolution directing advertisement for bids for Street Improvement District 197, Project 2014-24 (24<sup>th</sup> Street NW between 6<sup>th</sup> Avenue NW and 8<sup>th</sup> Avenue NW). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

8. *Consider 3-way agreement for street improvement Project 2014-20(Missouri Valley Addition Replat).* Planning & Engineering Director Froseth presented a request for a 3-way agreement. The developer would like to fund this cost by themselves but since it is in the City right of way, we would require a 3-way agreement so it is built to the City's plans and specifications. It was recommended to approve the 3-way agreement.

Commissioner Braun moved to approve the Resolution approving the plans and specifications and authorizing the execution of a 3-way agreement for street improvement Project 2014-20 (Missouri Valley Addition Replat). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

9. *Consider Wenck and Associates to provide construction engineering services for Roughriders SID #195.* Planning & Engineering Director Froseth presented a request for street improvement project #195 also known as Roughriders. Wenck and Associates were selected to provide design services for this project. On May 6<sup>th</sup> the City awarded the bid to Mariner Construction who was the low bidder at \$701,719.07. Part of the project's total costs for these services would be paid for by assessments to the benefiting

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properties. At the proposed fee of 7% of construction cost, the amount for construction services would be \$49,120.33. Director Froseth recommended approving the Engineering Services Agreement for Construction engineering with Wenck Associates for this project.

Commissioner Rohr moved to approve the Engineering Services Agreement for Construction engineering with Wenck Associates for Roughriders SID #195.

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

*10. Report on EDND Draft Value Statements and 2015 Legislative Priorities.*

Business Development and Communications Director Huber stated that the City has paid for her EDND membership fees. The organization provides services in the areas of professional development through networking and idea sharing and legislative advocacy. She provided a copy of the draft document outlining the legislative priorities and agenda that the Economic Development Association has been working on. She stated that she serves as the EDND State Secretary-Treasurer and she is a member of the Board of Directors. She also indicated that this information is being provided to the City Commissioners for any additional input to give back to EDND for consideration at the summer conference on June 17-19. There is no further action on this matter required at this time.

**J. RESOLUTIONS AND ORDINANCES:**

*1. First consideration of Ordinance 1185 related to penalties and fines.*

Robert Decker, Principal Planner, presented a request to update the current language of Ordinance 1185 related to penalties and fines that will give the municipal judge more latitude in assessing penalties and fines. This Ordinance will bring the City Code into conformance with the North Dakota Century Code.

Commissioner Braun moved to approve the First consideration of Ordinance 1185 related to penalties and fines. Commissioner Rohr seconded the motion. Roll call vote:

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

**K. OTHER BUSINESS**

*1. Keep Mandan Beautiful.* Mayor Van Beek stated that Mandan is holding a trash and litter cleanup day on Saturday, June 21, 2014. The City of Mandan officials are working with concerned citizens to plan a special day devoted to keeping Mandan litter free. Volunteers willing to help are asked to gather Saturday, June 21<sup>st</sup> at 8:30 a.m. at Spirit of Life Catholic Church, 801 First Street Southeast in the Activity Center with parking in the north parking lot. Instructions, supplies and safety vests and gloves will be provided. Volunteers are to wear long pants and work gloves. A morning snack will be provided and it is anticipated that 50-100 workers will participate. Mayor Van Beek extended a thank you to Amy Schmidt for coordinating this event.

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2. *Consider Mandan City Hall utilization for a safe shelter for residents who don't feel safe in their homes during a tornado warning.* Tom Doering, Morton County Emergency Management Director stated that the purpose for this request is to determine the need for a procedure of launching a city-wide telephonic/multi-media severe summer weather warning (CodeRED) and to make City Hall a shelter available to citizens from severe weather which warrants activation of Mandan's Outdoor Warning System. He stated that the Morton County CodeRED warning drill that was conducted on April 30, 2014, was successful in reaching 3,861 residents in Mandan, New Salem and Flasher. This would be a good addition to Mandan's outdoor system. The population affected reside in trailer parks and in apartment buildings. There are some shelters at some of the trailer parks that offer shelter for their residents and other trailer parks advise their residents to seek shelter in a friend's or family's basement. The proposal is to provide Shelter for residents in the basements of the County Courthouse, Mandan City Hall and the Fire Department if available. He provided the criteria for activating a warning siren, a CodeRED and a local shelter.

Commissioner Rohr motioned to approve the use of Mandan City Hall utilization for a shelter for residents who don't feel safe in their homes during a tornado warning in the event of severe summer weather that meets the criteria for activating the outdoor warning system. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

Commissioner Braun moved to approve using CodeRED to notify Mandan residents of severe summer weather that meets the criteria for setting off the Mandan Outdoor Warning System. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

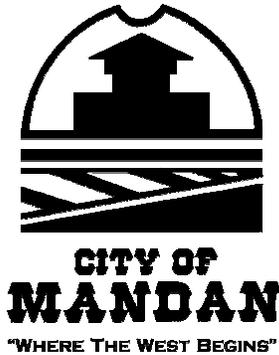
There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 6:30 p.m. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

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James Neubauer,  
City Administrator

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Arlyn Van Beek,  
President, Board of City  
Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 13, 2014  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** CPM Agreement for Mandan Beanery Repairs

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STATEMENT/PURPOSE: To consider entering into Cost Participation, Construction, and Maintenance Agreement (CPM) with North Dakota Department of Transportation for building repairs to the Mandan Beanery Building.

BACKGROUND/ALTERNATIVES: The City of Mandan in cooperation with the Mandan Progress Organization applied for a grant from the North Dakota Department of Transportation for improvements to the Depot and Beanery. The application was for panels that depict the history of the two buildings along with much needed window replacement or repair and insulation. A grant has been awarded of approximately \$77,000. In order to move forward with the project an architect must be on board along with public bidding requirements. We have met with the ND DOT and MPO on site and with Hepper Olson Architects. Bobbi Hepper Olson has a great deal of experience working on projects of this nature, in addition has worked successfully with the ND Historical Society and ND DOT on several projects.

The CPM agreement is required in order to move forward with the project.

ATTACHMENTS: CPM Agreement

FISCAL IMPACT: Federal Funds obligated for this project shall not exceed 80.93% of total eligible project cost up to a maximum of \$77,772. The 20% match is to be paid from the Visitors Fund as part of a previously approved project.

STAFF IMPACT: minimal

LEGAL REVIEW: Contract has been forwarded to Attorney Brown for his review.

RECOMMENDATION: I recommend entering into the CPM as presented for building repairs to the Mandan Beanery Building

SUGGESTED MOTION: I move to enter into the CPM as presented for building repairs to the Mandan Beanery Building

NDDOT Contract No. 38131875

**North Dakota Department of Transportation  
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT  
URBAN FEDERAL AID PROJECT**

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Bennett Kubischta	Telephone: 701-328-3555

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

**Project No. TEU-1-988(037)048    Project Control No. 20391**

**City of Mandan**

**Location: Mandan Beanery Building**

**Type of Improvement: Building repair**

**Length: N/A**

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

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

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

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

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$77,772. The balance of the project cost is the obligation of the City.

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

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



#### PART I

##### City Obligation:

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

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

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

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

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

#### PART II

##### Contracting and Construction:

1. Before the NDDOT will request FHWA to authorize the federal funds the City will:
  - a. Submit the final plans to NDDOT.
  - b. Provide NDDOT with the following certifications:
    - I. Right of Way
    - II. Design
    - III. Utility
    - IV. Railroad



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

#### PART III

Post Construction:

After the project is completed the City agrees to:

1. Provide maintenance to the completed project at its own cost and expense.



**PART IV**

General:

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

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

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

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

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

7. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.



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

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

APPROVED:

\_\_\_\_\_  
 CITY ATTORNEY (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

City of \_\_\_\_\_  
 \*  
 \_\_\_\_\_  
 NAME (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \*  
 \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE

ATTEST:

\_\_\_\_\_  
 CITY AUDITOR (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

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

APPROVED as to substance:

NORTH DAKOTA  
 DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
 LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DIRECTOR (TYPE OR PRINT)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

\*Mayor or President City Commission

CLA 19256 (Div. 38)  
 L.D. Approved 4-12-93; 02-14; J.K. 06/03/2014



Project TEU-1-988(037)048

**CERTIFICATION OF LOCAL MATCH**

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

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

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

City of \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor or President of City Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 02-14; J.K. 06/03/2014



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

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

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

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

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



**Risk Management Appendix**

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

**Parties:** **State** – State of North Dakota, its agencies, officers and employees  
**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees  
**Governments** – State and Government Entity, as defined above

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

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

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

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

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

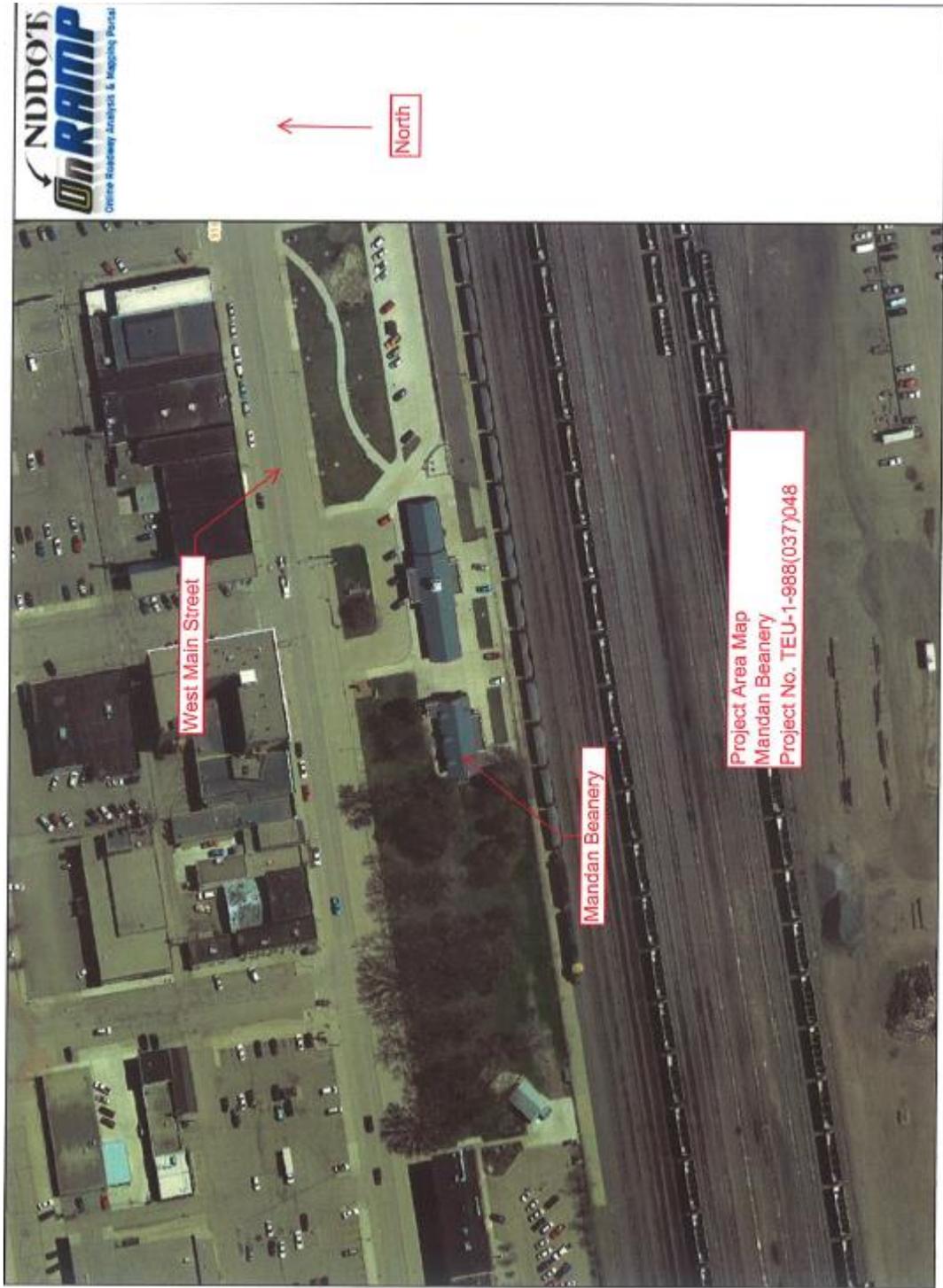
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or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

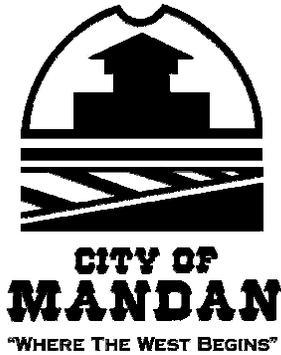
Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation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

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

RM Consulted 2007  
Revised 5-09







## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 13, 2014  
**SUBMITTING DEPARTMENT:** City Administrator  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:**  
**SUBJECT:** Annual Liquor License Renewals

---

STATEMENT/PURPOSE: All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES: All applications and fees have been received by all liquor license applicants.

ATTACHMENTS: List of all liquor license applicants and classes are attached.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, Building Inspections and all property taxes paid.

SUGGESTED MOTION: I move to approve all Liquor Licenses for the year of July 1, 2014 – June 30, 2015. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes are paid.

This is the list of applications for Annual Liquor License for July 1, 2014 - June 30, 2015.

<u>Names</u>	<u>Class</u>
<b>Clubs</b>	
1. Mandan Eagles	B
2. Mandan Moose	B
<b>Corporations</b>	
1. Stage Stop	A
2. Strawberry LLC	E
3. Lonesome Dove	A
4. BW-SS dba Seven Seas	C
5. B & B Inc. dba Broken Oar	A
6. Midway Lanes, Inc.	A
7. Hidden Inc. dba The Hide Away	A
8. Old Town Tavern, Inc.	A
9. The Ridge Motel	C
10. Coborn's Inc. – Bill's Liquor	D
11. Coborn's Inc. – Ski's Liquor	D
12. Colonial Lounge, Inc.	C
13. A & B Pizza	F
14. Missouri Valley Pet.dba Southside MVP	D1
15. Miller & Homes, Inc.	D1
16. NPC International Inc. dba Pizza Hut	F
17. Peto Serve USA #79	D1
18. J & C Investment dba Westside Bar & Grill	A
19. Last Call Bar Inc.	A
20. Unistop Inc.	D1
21. Ten Spot Lanes, Inc.	F
22. Captain Freddy's	A
23. Lakewood Bar & Grill LLC dba The Drink	A
24. Vicky's Sports Bar & Grill	A
25. Lukes Bar LLC dba Silver Dollar Bar	A
26. Captains Galley Inc. dba Captain Freddy Restaurant	E
27. Red Carpet Car Wash Inc.	D1
28. Wal Mart	D
29. Petro Serve USA #78	D1
30. Missouri Valley Pet.dba Sunset Tesoro	D1
31. Stryker Enterprises, LLC/Main Street Drive Thru	A
32. Bayside LLC	D
33. Tri Energy Cooperative (Cenex)	D1

**Individual & Partnerships**

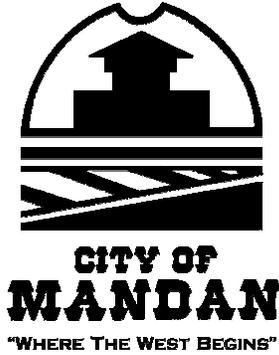
- |                                       |   |
|---------------------------------------|---|
| 1. Rice Bowl Restaurant               | F |
| 2. Moscow                             | A |
| 3. Round Up LLC/Station West          | A |
| 4. Harvest LLC dba Harvest Restaurant | E |

**Special B's**

- |                             |           |
|-----------------------------|-----------|
| 1. Prairie West Golf Course | Special B |
| 2. Mandan Municipal Golf    | Special B |

**Wine or Brewery**

- |                                   |    |
|-----------------------------------|----|
| 1. Buffalo Commons Brewing Co LLC | WB |
|-----------------------------------|----|



Consent #3

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 13, 2014  
**SUBMITTING DEPARTMENT:** City Administrator  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:**  
**SUBJECT:** Annual Liquor License Renewals

---

STATEMENT/PURPOSE: All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES: All applications and fees have been received by all liquor license applicants.

ATTACHMENTS: List of all liquor license applicants and classes are attached.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, Building Inspections and all property taxes paid.

SUGGESTED MOTION: I move to approve all Liquor Licenses for the year of July 1, 2014 – June 30, 2015. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes are paid.

This is the list of applications for Annual Liquor License for July 1, 2014 - June 30, 2015.

<u>Names</u>	<u>Class</u>
<b>Clubs</b>	
1. Mandan Eagles	B
2. Mandan Moose	B
<b>Corporations</b>	
1. Stage Stop	A
2. Strawberry LLC	E
3. Lonesome Dove	A
4. BW-SS dba Seven Seas	C
5. B & B Inc. dba Broken Oar	A
6. Midway Lanes, Inc.	A
7. Hidden Inc. dba The Hide Away	A
8. Old Town Tavern, Inc.	A
9. The Ridge Motel	C
10. Coborn's Inc. – Bill's Liquor	D
11. Coborn's Inc. – Ski's Liquor	D
12. Colonial Lounge, Inc.	C
13. A & B Pizza	F
14. Missouri Valley Pet. dba Southside MVP	D1
15. Miller & Homes, Inc.	D1
16. NPC International Inc. dba Pizza Hut	F
17. Petro Serve USA #79	D1
18. J & C Investment dba Westside Bar & Grill	A
19. Last Call Bar Inc.	A
20. Unistop Inc.	D1
21. Ten Spot Lanes, Inc.	F
22. Captain Freddy's	A
23. Lakewood Bar & Grill LLC dba The Drink	A
24. Vicky's Sports Bar & Grill	A
25. Lukes Bar LLC dba Silver Dollar Bar	A
26. Captains Galley Inc. dba Captain Freddy Restaurant	E
27. Red Carpet Car Wash Inc.	D1
28. Wal Mart	D
29. Petro Serve USA #78	D1
30. Missouri Valley Pet. dba Sunset Tesoro	D1
31. Stryker Enterprises, LLC/Main Street Drive Thru	A
32. Bayside LLC	D

**Individual & Partnerships**

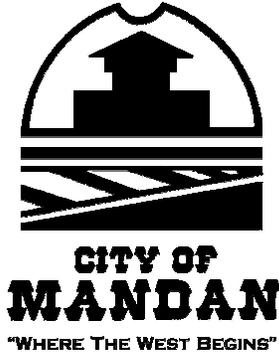
- |                                       |   |
|---------------------------------------|---|
| 1. Rice Bowl Restaurant               | F |
| 2. Moscow                             | A |
| 3. Round Up LLC                       | A |
| 4. Harvest LLC dba Harvest Restaurant | E |
| 5. Station West                       | A |

**Special B's**

- |                             |           |
|-----------------------------|-----------|
| 1. Prairie West Golf Course | Special B |
| 2. Mandan Municipal Golf    | Special B |

**Wine or Brewery**

- |                                   |    |
|-----------------------------------|----|
| 1. Buffalo Commons Brewing Co LLC | WB |
|-----------------------------------|----|



Consent #4

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 13, 2014  
**SUBMITTING DEPARTMENT:** City Administrator  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:**  
**SUBJECT:** Annual Special Sunday Openings Renewal

---

STATEMENT/PURPOSE: All Special Sunday Opening must be approved annually by the Board of City Commissioners.

BACKGROUND/ALTERNATIVES: All Special Sunday applications have been received and 1% Restaurant and Lodging taxes have been paid.

ATTACHMENTS: List of all Special Sunday Openings that have applied.

FISCAL IMPACT: \$260.00

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon applications and fees are all up to date.

SUGGESTED MOTION: I move that all annual Special Sunday Openings be approved contingent on meeting all necessary requirements.

This is a list of all applications for Special Sunday Opening.  
Special Sunday Opening **On-Sale**

1. The Hide Away
2. Mandan Municipal Golf (July to October)
3. Prairie West Golf Course (July to October)
4. A & B Pizza
5. Colonial Lounge
6. Ten Spot Lanes
7. Old Town Tavern
8. Lonesome Dove
9. Midway Lanes
10. BW-SS, Inc./Seven Seas (Montana Mike's)
11. Broken Oar
12. Vicky's Bar & Grill
13. The Ridge Motel
14. Pizza Hut
15. Moose Lodge
16. Last Call Bar
17. Captain Freddy's
18. The Drink at Lakewood
19. Stryker Enterprise dba Main Street Drive Thur Liquor
20. Moscow Bar
21. Captains Galley
22. Strawberry LLC
23. Station West
24. Harvest
25. Rice Bowl

Special Sunday Opening **Off-Sale**

1. Petro Serve USA #78
2. Southside MVP
3. Unistop
4. M & H
5. Coborn's/Bills Liquor
6. Red Carpet Car Wash
7. Petro Serve USA # 79
8. Coborn's/Captain Jacks
9. Sunset Tesoro MVP
10. Wal-Mart
11. Tri Energy Cenex
12. Bayside LLC

CITY OF MANDAN

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: 5-12-14

Name of Licensee: Mandan Eagles Club

Address of Licensee: 1400 N Collins Av. Mandan ND

Address of public facility if used: \_\_\_\_\_

State the purpose of organization: to hold a dance

Date(s) of requested Sunday(s): June 29, 2014

Time of day which the applicant desires the permit to be in effect: 12pm to 9pm

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

Dance Floor & Lounge

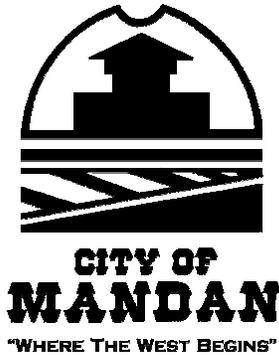
State whether the applicant requests permission to open to the general public, and if so an explanation of the reasons for the request: YES, so people may

Dance to 5 Bands

If applicable, estimated number of police officers necessary to provide security at the dance to be open to the public: 0

I the applicant will abide to the following conditions:

- a. Alcoholic beverages may be distributed for consumption on the premises and Dancing may be permitted only in those rooms specifically reserved for event activities;
- b. Dancing and the dispensing of alcoholic beverages shall be permitted only between the hours of twelve noon on the date specified in the permit and one a.m. on the following Monday;
- c. Any conditions or circumstances delineated by the Board relating to the conduct of the event or to the admission of the general public to the event.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 13, 2014  
**SUBMITTING DEPARTMENT:** Planning and Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Safe Routes to Schools Sidewalk Project  
Engineering Service Agreement with KLJ

---

**STATEMENT/PURPOSE:** To approve of an engineering service agreement with KLJ Engineering for construction engineering services of the safe routes to school sidewalk project

**BACKGROUND/ALTERNATIVES:** With the construction of a new elementary school in northwest Mandan, projected to open in the fall of 2014, there are concerns with youngsters crossing Old Red Trail. To address this, an application was submitted to the NDDOT's Safe Routes to School grant program. The project was successful in obtaining funding.

Bids for the construction of the sidewalk came back much lower than anticipated. Under the Safe Routes to Schools grant rules, construction engineering services can be covered if within the total grant amount allocated towards the project. The engineering service agreement estimate that KLJ submitted is for \$27,249.86 and would all be able to be covered under the safe routes to school grant.

**ATTACHMENTS:** Engineering Service Agreement with KLJ and NDDOT

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

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** Approve engineering service agreement with KLJ and NDDOT for safe routes to school project.

**SUGGESTED MOTION:** I move to approve engineering service agreement with KLJ and NDDOT for safe routes to school project.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Safe Routes to Schools Sidewalk Project Engineering Service Agreement with  
KLJ Engineering

Page 2 of 15

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NDDOT Contract No. 38141036

**North Dakota Department of Transportation  
ENGINEERING SERVICES AGREEMENT FOR  
URBAN FEDERAL AID PROJECT  
SAFE ROUTES TO SCHOOL**

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway  
Administration

NDDOT Program Mgr.: Pam Wenger

Telephone: 701-328-4787

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date: 02/28/14

**Project No. SRU-1-988(036)047 City of MANDAN**

**Location: CITY OF MANDAN, 37<sup>TH</sup> AVE NW FROM 43<sup>RD</sup> ST NW TO 48<sup>TH</sup> ST NW**

**Type of Construction: SIDEWALKS, FLASHING BEACON, SIGNING, MARKING, & INCIDENTALS**

**Length: 0.35**

THIS AGREEMENT is entered into by and between the city of Mandan, North Dakota, hereinafter referred to as the City, and KLJ, referred to as the Engineer, whose address is 4585 Coleman Street, Bismarck, ND 58503. The North Dakota Department of Transportation, hereinafter referred to as NDDOT, has reviewed and approved this agreement for the purpose of providing federal aid highway funds.

Federal funds may not be obligated prior to authorization by the Federal Highway Administration.

I.

The Engineer agrees to perform the following construction engineering work on this project:

The Engineer shall perform the needed construction engineering work such as, but not limited to, staking, cross sectioning, inspection, sampling and testing of materials, and measuring and computing pay quantities. The Engineer shall prepare the required engineering and administrative documents and records as required by the City and NDDOT. It is the Engineer's responsibility to perform construction inspections to verify the contractor's work is performed according to the governing specifications, plans, and special provisions including, but not limited to, the provisions of NDDOT's *Standard Specifications for Road and Bridge Construction*, *Materials Sampling and Testing Manual*, *Construction Records Manual*, and *Construction Automated Records System (CARS)*.



Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Safe Routes to Schools Sidewalk Project Engineering Service Agreement with  
KLJ Engineering

Page 3 of 15

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II.

NDDOT will pay the Engineer as follows:

- A. **Maximum Payment:** The total contract cost shall not exceed \$27,249.86 unless changed according to Section II.C. and Section VII. The total federal aid available for construction engineering shall not exceed \$27,249.86.
- B. **Salary Costs:**
  - 1. The salaries of the principal Engineer and employees shall be reimbursed for actual working time on the project, except as provided for under item 2 of this section.
  - 2. Nonexempt employee salaries will be increased by 50% per hour for time worked in excess of 40 hours per week. Averaging of pay rates and overtime between federally-funded highway projects and nonfederally-funded projects is permissible, providing:
    - a. The practice of averaging is consistent and performed in accordance with generally accepted accounting principles.
    - b. There shall be a reasonable balance between overtime costs incurred on federally- and nonfederally-funded projects.
    - c. The Engineer will hold open all records supporting the averaging, including pertinent records of nonfederally-funded projects.
- C. **Indirect Costs:** (See 48 CFR 42)

146.87% of the employees' direct salaries will be paid as indirect costs if the percentage is based on the prior fiscal year's costs of the firm, accumulated in accordance with 48 CFR 31.2, and audited by NDDOT. If an audit has not been completed on the Engineer's prior fiscal year costs, the percentage will be an estimated billing rate, subject to adjustment to a final audited indirect cost rate after an audit has been completed.
- D. **Expenses:**
  - 1. Meals and lodging are payable on a daily basis. Reimbursement shall be the actual expense paid by the Engineer, limited to \$ NA per employee per day.
  - 2. Mileage costs shall be reimbursed as follows:  
NA per mile (travel)      NA per mile (survey)
  - 3. Supplies, material costs, and testing charges by an approved independent testing firm will be payable on an actual cost basis.
- E. **Profit:** The Engineer shall be paid a lump sum of \$3,101.67 as profit.
- F. **Payment Schedule:** Payments to the Engineer will be made by NDDOT upon receipt from the Engineer of monthly or semi-monthly vouchers. Request for payment shall be made to NDDOT's Local Government engineer. The request for payment shall be summarized on NDDOT's estimate



coversheet. If more than one project is included in this agreement, the Engineer shall submit separate vouchers for each project.

The Engineer shall submit the following information with each voucher:

1. Summary of payroll costs by work activity identified in the scope of work (Appendix B). The payroll summary should show the reporting period, activities completed, name of the employee, employee classification, dates worked, overtime hours, straight-time hours, and salary paid.
2. Lodging and meal summary showing: date, name of employee, lodging amount, meal amount and total amount.
3. Mileage summary, if applicable, showing: miles, rate, and total amount.
4. General expenses summary.
5. Sub consultant summary showing: date, consultant name, work activity, summary of payroll costs as required in item 1, 2, and 3 above, and total amount (sub consultant invoice should be attached to voucher).
6. Profit summary showing: total profit, percent profit complete, profit billed, previous profit billed, and current profit billed.
7. Project summary showing: current billing subtotals, current profit billed, and total billed amount.

The payment of lump sum for profit will be made as follows:

- a. Payments of the lump sum for profit will be based on the percentage of the contract amount billed to date.
- b. All deliverables and records shall be submitted to and accepted by NDDOT before final lump sum for profit payment is released.

The Engineer will provide a final cost statement to NDDOT.

- G. Cost principles and allowable cost are covered under Title 48 CFR Part 31, and procurement procedures are covered under Title 49 CFR Part 18.

### III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

### IV.

Duly authorized representatives of the City, NDDOT, and Federal Highway Administration (FHWA) shall have the right to inspect and copy the Engineer's files and records relating to the work included in this agreement.

On federal aid projects, the Engineer shall, upon request, furnish to NDDOT all project records and documents including, but not limited to, diary, quantity books, and haul tickets.



All books, documents, papers, accounting records, and other evidence pertaining to the costs incurred under the agreement and all plans, files, records, and field notes pertaining to the project shall be retained by the Engineer and kept available for inspection by the City, NDDOT, or FHWA for a period of three years after the date of final payment. If any litigation, claim, or audit is started before the expiration of the three years, the records shall be retained until such action is satisfied.

These files and records shall be available in the Engineer's office located at 4585 Coleman Street, Bismarck, ND 58503.

V.

Final inspection and project acceptance shall be made by the City and NDDOT's district engineer. The Engineer shall inform the City and NDDOT's district engineer of project progress and all changes and problems on the project.

VI.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the City and NDDOT shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VII.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the City, NDDOT, and the Engineer. The supplemental agreement shall set forth the reasons for a need to change the agreement and the adjustment to the fee to be paid by NDDOT to the Engineer, if any.

VIII.

This agreement may be terminated by the City and NDDOT at any time upon written notice to the Engineer. In the event such termination should take place before completion of the work to be performed hereunder, NDDOT shall pay the Engineer for the services rendered under the terms of the agreement and the prorated share of the lump sum for profit as the cost of engineering work accomplished bears to the estimated total required. Such termination shall not affect any legal right of the City or NDDOT against the Engineer for any breach of this agreement.

IX.

On federal-aid projects, independent audits of the City procedures by an audit firm hired by the City, will be required and shall be performed according to the "Single Audit Act of 1984," Public Law 98-502. The City shall submit copies of audits covering the term of this agreement to NDDOT.

X.



Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required by the engineer under this agreement shall be considered employees of the Engineer only and not of the City and NDDOT.

The Engineer shall comply with federal, state, and local laws together with all ordinances and regulations applicable to the work. He/she shall procure all licenses, permits, and other rights necessary for the fulfillment of his/her obligations under this agreement.

**XI.**

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

**XII.**

The Engineer shall comply with the requirements of Appendix A of the Title VI Assurances, attached and incorporated by reference herein.

**XIII.**

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred except for specialized services. If the specialized services exceed \$10,000, the contract with the firm or agency doing the work shall contain all the provisions of this agreement.

The Engineer shall not engage, on a full, part-time, or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of this agreement, in the employment of FHWA, NDDOT, or the City, without the written consent of FHWA, NDDOT, or the City of such person.

**XIV.**

On federal aid projects, the City shall reimburse NDDOT for any costs incurred in this agreement, which are not reimbursed with federal aid funds.

**XV.**

The Engineer is advised that his/her signature on this contract and/or agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

**XVI.**

Audits must be in accordance with the most current version of OMB Cir. A-133. The Engineer shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.



EXECUTED the date last below signed.

ATTEST:

City of \_\_\_\_\_

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
MAYOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ENGINEER (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**APPROVAL FOR FEDERAL AID PARTICIPATION**

\* \* \* \* \*

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

\_\_\_\_\_  
DEPUTY DIRECTOR FOR ENGINEERING (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

CLA 1089 (Div. 38)  
L.D. Approved 12-30-09, 02-14



Project SRU-1-988(036)047

**CERTIFICATION OF ENGINEER**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that neither I nor the firm I here represent has:

- A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person other than a bona fide employee working solely for me or the above Engineer, to solicit or secure this agreement.
- B. Agreed, as an express or implied condition for obtaining this agreement, to employ, or retain the services of any firm or person in connection with carrying out the agreement.
- C. Paid, or agreed to pay, to any firm, organization, or person other than a bona fide employee working solely for me or the above Engineer, any fee, contribution, donation, or consideration of any kind for or in connection with, procuring, or carrying out the agreement; except as here expressly stated (if any): \_\_\_\_\_.
- D. Violated the Copeland "Anti-Kickback Act" 18 USC 874, 29 CFR Part 3. This act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

I acknowledge that this certificate is to be furnished to the North Dakota Department of Transportation and the Federal Highway Administration, in connection with this agreement involving participation of federal aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

ENGINEER:

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CLA 1089 (Div. 38)  
L.D. Approved 12-30-09, 02-14



Project SRU-1-988(036)047

**CERTIFICATION OF CITY**

I hereby certify that I am the mayor of the City of \_\_\_\_\_, North Dakota, and that the consulting firm or his representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- A. Employ or retain, or agree to employ or retain, any firm or person, or
- B. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; expressly stated (if any): \_\_\_\_\_.

I acknowledge that this certificate is to be furnished to the North Dakota Department of Transportation and the Federal Highway Administration, in connection with this agreement involving participation of federal aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

MAYOR:

CITY AUDITOR:

\_\_\_\_\_  
MAYOR (TYPE OR PRINT)

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

CLA 1089 (Div. 38)  
L.D. Approved 12-30-09, 02-14



Project SRU-1-988(036)047

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the \_\_\_\_\_ of the North Dakota Department of Transportation and that the consulting firm or his/her representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- A. Employ or retain, or agree to employ or retain, any firm or person, or
- B. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any): \_\_\_\_\_

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, in connection with this agreement involving participation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CLA 1089 (Div. 38)  
L.D. Approved 12-30-09, 02-14



Project SRU-1-988(036)047

**CERTIFICATION OF LOCAL MATCH**

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

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

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

City of \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor or President of City Commission

CLA 1089 (Div. 38)  
L.D. Approved 12-30-09, 02-14



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

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

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

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

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



### Risk Management Appendix

#### Professional Services:

- Parties:** **State** – State of North Dakota, its agencies, officers and employees.  
**Professional** – Professional Engineer or Architect or Professional Engineering or Architectural Firm executing the attached documents, their agencies, officers and employees.  
**Governmental Entity** – A nation, state, tribe, political subdivision, or similar entity that may enter into a related agreement with the State or the Engineer.  
**Governments** – State and Governmental Entity, as defined above.

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

#### Required Commercial General Liability, Automobile Liability, and Workers Compensation Insurance:

The Professional shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate; 2) automobile liability with limits of at least \$1,000,000, combined single limit; and 3) workers compensation insurance in amounts as required by statute; all covering the Professional for any and all claims of any nature applicable to such insurance which may in any manner arise out of or result from this agreement. 4) The Governments shall be endorsed on the commercial general liability and automobile liability policies as additional insureds. 5) Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments. 6) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Government representatives. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. **The Professional shall furnish a certificate of insurance evidencing the requirements in 1, 2, 4, and 5 above to the undersigned representatives of the Governments prior to commencement of this agreement.** The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

When a portion of a Contract is sublet, the Professional shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Professional and the State as a result of work undertaken by the Subcontractor. In addition, the Professional shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Professional (as outlined above). The Professional shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

The Professional's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Professional's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Professional shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Professional from meeting the retention limit under the policy. The Professional's insurance coverage shall be shared equally by the Professional and the Governments until the Professional's insurance coverage is exhausted. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Professional. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved and held harmless to the full extent of any coverage actually secured by the Professional in excess of the mi-nimum requirements set forth above.

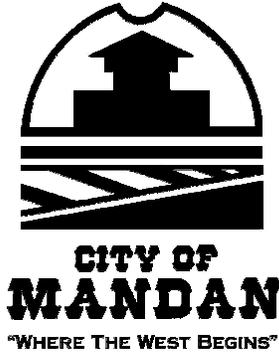
#### Required Professional Liability Insurance:

Professional shall secure and keep in force during the term of this agreement and for at least 12 months thereafter from an insurance company authorized to do business in North Dakota, professional liability insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of \$1,000,000 per claim, \$1,000,000 aggregate.

Professional shall ensure that any Subcontractor providing professional services under the Contract is covered by professional liability insurance as outlined above.







## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 17, 2014  
**SUBMITTING DEPARTMENT:** Public Works Dept.  
**DEPARTMENT DIRECTOR:** Jeff Wright, Public Works Director  
**PRESENTER:** Jeff Wright  
**SUBJECT:** Reallocation of Capital Outlay funds to install storm sewer on 4<sup>th</sup> Ave NE.

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STATEMENT/PURPOSE:

To request reallocation of Capital Outlay funds from Storm Sewer Lift Station Upgrade to Storm Sewer Installation on 4<sup>th</sup> Ave NE.

BACKGROUND/ALTERNATIVES:

The requested reallocation of \$25,000 is to construct a 12" storm sewer along 4<sup>th</sup> Ave NE prior to reconstruction of the street. Presently we have a watermain replacement project on this section of 4<sup>th</sup> Ave NE, after which, the street is going to be reconstructed as part of the Diane's Addition Street Improvement project. There are two blocks of storm sewer that need to be installed to complete the storm sewer system from Diane's Addition to 3<sup>rd</sup> St NE. Storm water runoff in this area has been a constant thorn in our sides, having numerous flood damage claims. The new storm sewer will allow most rains and spring thaws to go underground instead of above ground as we have now. This spring we also had numerous calls from residents along 4<sup>th</sup> Ave NE having difficulty driving up the street because of solid ice forming on the street during the spring thaw, this project will eliminate this problem.

ATTACHMENTS:

Contractor Quote, Material Quote

FISCAL IMPACT: (Greg)

STAFF IMPACT:

Lower maintenance costs.

LEGAL REVIEW:

None required.

RECOMMENDATION:

To approve the reallocation of Capital Outlay funds to install storm sewer on 4<sup>th</sup> Ave NE.

SUGGESTED MOTION:

Move to approve the reallocation of Capital Outlay funds to install storm sewer on 4<sup>th</sup> Ave NE.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Reallocation of Capital Outlay funds to install storm sewer on 4<sup>th</sup> Ave NE.

Page 2 of 3

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PO BOX 48 -WILLMAR, MN 56201 FAX 320-235-6753  
EQUAL EMPLOYMENT OPPORTUNITY  
AFFIRMATIVE ACTION EMPLOYER

June 12, 2014

Dave Auch  
City of Mandan  
Mandan, North Dakota

RE: Storm Sewer by Area "C"

Install only -approximately 700 feet- of 12" Storm Sewer Pipe (Dual Wall) as discussed.

\$13,700

Thank you for the opportunity to quote. Please call with any questions.

Regards,

A handwritten signature in black ink that reads "Dave Quam". The signature is written in a cursive style.

Dave Quam

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Reallocation of Capital Outlay funds to install storm sewer on 4<sup>th</sup> Ave NE.

Page 3 of 3



FERGUSON WATERWORKS #2517  
1201 AIRPORT RD  
BISMARCK, ND 58504-6714

Deliver To: From: Scott Schmidt Comments:
---

15:02:31 JUN 11 2014

FERGUSON WATERWORKS #2516  
Price Quotation  
Phone : 701-258-9700  
Fax : 701-258-1452

Page # 1

**Bid No.....:** B032590  
**Bid Date....:** 06/11/14  
**Quoted By.:** SDS

**Cust Phone:** 701-667-3215  
**Terms.....:** NET 10TH PROX

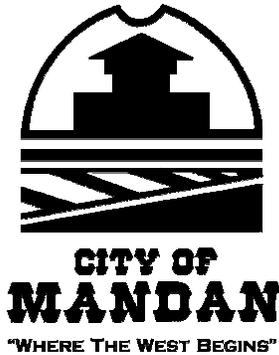
**Customer:** CITY OF MANDAN  
UTILITY MAINTENANCE  
205 2ND AVE NW  
MANDAN, ND 58554

**Ship To:** CITY OF MANDAN  
UTILITY MAINTENANCE  
205 2ND AVE NW  
MANDAN, ND 58554

**Cust PO#...:** 4TH AVE N.E. 2014 C

**Job Name:** 12' N-12 DRAIN SYSTE

Item	Description	Quantity	Net Price	UM	Total
***** BID DATE: 6-11-14 BID TIME: PRIVATE ENGINEER: CITY OF MANDAN EXPIRES: 6-25-14 LOCATION: MANDAN, ND. FOB: MANDAN, ND. 58554 *****					
12' N-12 DUAL WALL HDPE					
=====					
A12650020IB	12X20 AASHTO W/TITE HDPE PIPE BE	660	6.420	FT	4237.20
A1264AN65B	12 N12 PROLINK WT TEE	1	144.400	EA	144.40
A1299AN65B	12 N12 PROLINK WT 90 ELL	1	98.380	EA	98.38
	SUBTOTAL				4479.98
12' X 12' INLINE DRAIN					
=====					
N2712AG12N	12X12 INLINE DRN W/ GRATE	2	306.250	EA	612.50
	SUBTOTAL				612.50
<b>Net Total:</b>					\$5092.48
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 10, 2014  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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

**BACKGROUND/ALTERNATIVES:** The developer is requesting that the City allow the special assessment of street costs to the benefitting properties for the development of Keidel's South Heart Terrace 3rd Addition. This was first brought to the city commission on June 3. Due to the high special assessment costs the developer decided to annex more of his property into this district to help with the storm water costs that this newly annexed property contributes to.

Since the June 3<sup>rd</sup> meeting, the developer has petitioned the property he owns to the south of this development so that a portion of storm sewer that would benefit that area can be assessed to it. Also, because of the relatively high assessments and large scale of this project, city staff is recommending that a letter of credit be provided for the street portion of the project above \$20,000 per lot as well as all of the storm sewer portion. Based on the current estimate the total under letter of credit would be:

$(32,493.61 - 20,000) \times 50 \text{ lots} = \$624,680.50$  for the street portion of the developed area, and  $\$394,887.15$  for the storm sewer portion of the project, for a total of  $624,680.5 + 394,887.15 =$  **\$1,019,567.65**. Subject to change proportionally with the difference between what is estimated now compared to actual bid amount.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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ATTACHMENTS:

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

FISCAL IMPACT: Based on the estimate of cost included with your documentation, the total cost of construction would be \$1,495,976.00, engineering and administration would add \$523,591.60, bringing the total project cost to \$2,019,567.60. These items would be entirely special assessed to the benefitting properties. There are 50 lots within this special assessment district which would be equally assessed on the street improvements approximately \$32,493.61 each. The storm water costs would be shared by all property within the district at an approximate cost of 11.1 cents per square foot. This additional cost per lot would range from \$1,417.36 for the smallest lot to \$3,072.26 for the largest lot based on the square footage of the lot. The unplatted parcel of property of 55.57 acres would have approximately \$268,690.00 in specials assessed to it.

STAFF IMPACT: Minimal

LEGAL REVIEW: The city attorney was consulted when creating conditions of this recommendation.

RECOMMENDATION: This office supports moving forward with the project contingent upon the annexation of property in the drainage basin, and developer furnishing a letter of credit.

SUGGESTED MOTION: I move to approve the Resolution creating district, approve Resolution approving Engineer's Report, approve Resolution of Plans and Specifications, approve Resolution determining sufficiency of petition, approve feasibility report and approve Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition) contingent on the developer furnishing letter of credit and approval of annexation.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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**RESOLUTION CREATING  
STREET IMPROVEMENT DISTRICT NO. 190**

Project No. 2014-02

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

1. There is hereby created Street Improvement District No. 190 (the "District")(Project# 2014-02) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, 2nd Avenue SW, 4th Avenue SW, 8th Avenue SW, 20th Street SW and Cobblestone Loop SW, and includes street construction, installation of curb and gutter, asphalt street, storm sewer, street lights, chip seal and related work.

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

The following lots and blocks are included in said District:  
Lots 1-16 Block 1, Keidel's South Heart Terrace Third Addition  
Lots 1Block 2, Keidel's South Heart Terrace Third Addition  
Lots 1-5 Block 3, Keidel's South Heart Terrace Third Addition  
Lots 1-5 Block 4, Keidel's South Heart Terrace Third Addition  
Lots 1-14 Block 5, Keidel's South Heart Terrace Third Addition  
Lots 1-4 Block 6, Keidel's South Heart Terrace Third Addition  
Lots 1-7 Block 7, Keidel's South Heart Terrace Third Addition

The legal description of the district boundary is as follows:  
A tract of land being all of Keidel's South Heart Terrace 3rd Addition of the City of Mandan, part of Government Lots 3 and 4 and part of of the SW1/4 of the NW1/4 of Section 3, Township 138 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the northwest corner of Keidel's South Heart Terrace 3rd Addition of the City of Mandan, Morton County, North Dakota; thence along the north boundary line of

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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said Keidel's South Heart Terrace 3rd Addition the following three (3) courses; thence North 89° 47' 30" East for 550.61 feet; thence North 00° 12' 31" West for 5.00 feet; thence North 89° 47' 30" East for 1445.21 feet to the northeast corner of said Keidel's South Heart Terrace 3rd Addition; thence along the east boundary line of said Keidel's South Heart Terrace 3rd Addition the following six (6) courses; thence South 35° 13' 13" East for 313.95 feet; thence South 22° 55' 15" East for 184.88 feet; thence South 06° 20' 09" East for 142.65 feet; thence South 05° 41' 34" West for 171.77 feet; thence North 66° 22' 26" West for 91.62 feet; thence South 36° 33' 29" West for 185.87 feet to the southeast corner of said Keidel's South Heart Terrace 3rd Addition; thence South 40° 31' 50" West for 219.38 feet; thence South 43° 49' 05" East for 113.41 feet; thence South 04° 43' 37" East for 124.14 feet to a point on the south boundary line of Government Lot 3 of Section 3, T138N-R81W; thence South 89° 45' 55" West along said south boundary line for 683.89 feet to the northeast corner of the SW1/4 of the NW1/4 of said Section 3; thence South 00° 15' 03" West along the east boundary line of said SW1/4 for 617.67 feet; thence North 89° 28' 39" West for 509.15 feet; thence South 40° 14' 45" West for 357.79 feet; thence North 68° 40' 57" West for 242.86 feet to a point of a curve to the Right having a radius of 390.00 feet; thence along said curve to the Right (the chord of which bears South 66° 00' 16" West, 102.85 feet) an arc length of 103.15 feet to the P.T. (Point of Tangency) of said curve to the Right; thence South 73° 34' 52" West for 84.13 feet to the P.C. (Point of Curvature) of a curve to the Right having a radius of 390.00 feet; thence along said curve to the Right (the chord of which bears South 81° 47' 26" West, 111.38 feet) an arc length of 111.76 feet to the P.T. of said curve to the Right; thence South 90° West for 76.69 feet to a point on the west boundary line of said Section 3; thence North 00° 25' 37" East along said west boundary line for 2094.28 feet to the Point of Beginning. Said tract of land containing 82.02 Acres, more or less.

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

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

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President, Board of City Commissioners

ATTEST:

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City Administrator

Date of Passage: June 17, 2014

Board of City Commissioners

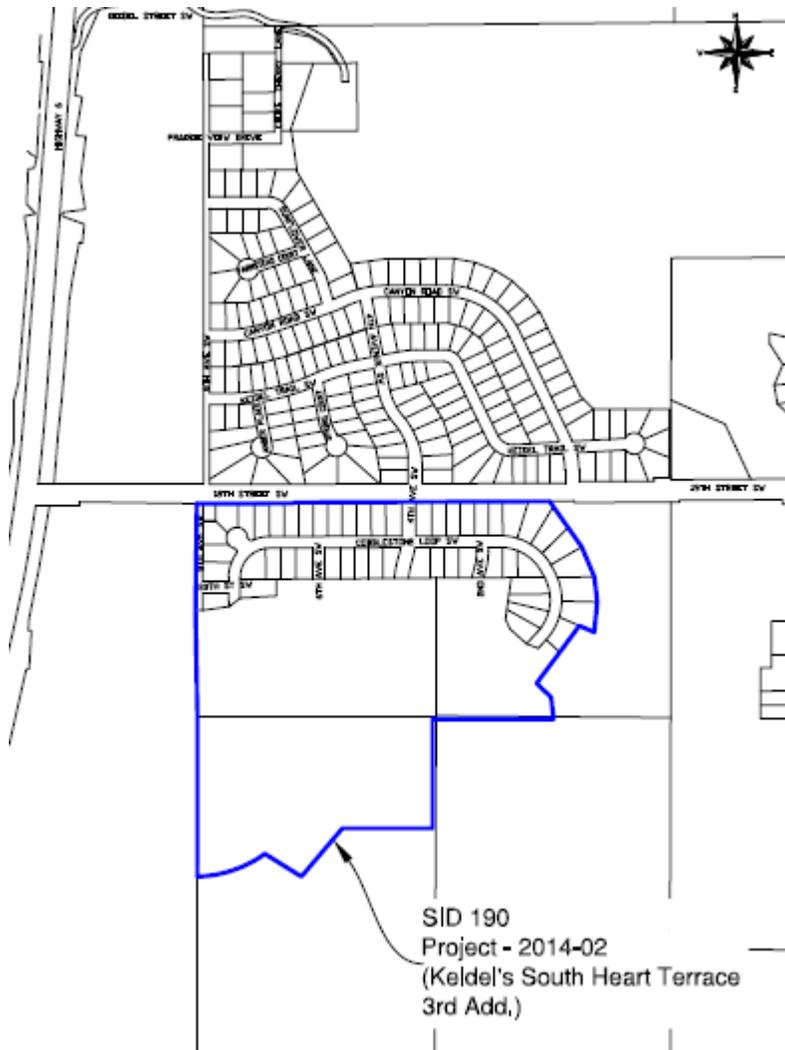
Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Kedel's South Heart Terrace 3rd Addition).

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Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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ENGINEER'S ESTIMATE  
 KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION  
 STREET IMP. DISTRICT NO. 190  
 CITY PROJECT NO. 2014-02  
 TECO #2194

**KEIDEL'S 3RD ADDITION STREETS ONLY - 50 LOTS**

SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL
202-4.1	UNCLASSIFIED EXCAVATION	CY	2000	\$ 5.00	\$ 10,000.00
203-3.1	WATERING	M GAL	75	\$ 15.00	\$ 1,125.00
204-3.1	SUBGRADE PREPARATION	SY	18350	\$ 2.00	\$ 36,700.00
205-3.1	SILT FENCE	LF	500	\$ 8.25	\$ 4,125.00
205-3.4	12" FIBER ROLL	LF	400	\$ 6.00	\$ 2,400.00
302-4.1	STABILIZED GRAVEL BASE	TON	500	\$ 25.00	\$ 12,500.00
304-6.1B	AC STABILIZED BASE (CLASS B 12-1/2")	TON	2400	\$ 105.00	\$ 252,000.00
401-6.2B	AC SURFACE COURSE (CLASS B)2"	TON	1920	\$ 105.00	\$ 201,600.00
402-4.2	BITUMINOUS TACK COAT	GAL	850	\$ 2.25	\$ 1,912.50
403-4.1	BITUMINOUS SEAL COAT	SY	16630	\$ 2.50	\$ 41,575.00
602-4.1	6" CONCRETE	SF	3900	\$ 6.25	\$ 24,375.00
603-5.3	STANDARD CURB & GUTTER	LF	7220	\$ 18.50	\$ 133,570.00
1001-3.4	Street Light Control Panel	EA	1	\$ 8,000.00	\$ 8,000.00
1001-4.11	2" PVC Electric Conduit	LF	543	\$ 2.50	\$ 1,357.50
1001-4.12	Trenching 27" Deep	LF	3657	\$ 4.00	\$ 14,628.00
1001-4.2	Junction Boxes	EA	8	\$ 1,000.00	\$ 8,000.00
1001-4.24	3-NO. 2 Conductors	LF	3657	\$ 6.00	\$ 21,942.00
1001-4.25	No. 6 Copper Ground	LF	3657	\$ 1.00	\$ 3,657.00
1001-4.3	Type C Standard with Copper Navion MVNT3A LED Luminaire	EA	22	\$ 3,000.00	\$ 66,000.00
1201-4.1	4" TOPSOILING SEEDING & HYDROMULCH	Acre	2.5	\$ 16,000.00	\$ 40,000.00
1205-4.1	48" CONCRETE MANHOLE (STORM)	EA	8	\$ 3,800.00	\$ 30,400.00
1205-4.1C	60" CONCRETE MANHOLE (STORM)	EA	11	\$ 5,500.00	\$ 60,500.00
1205-4.1E	72" CONCRETE MANHOLE (STORM)	EA	4	\$ 7,000.00	\$ 28,000.00
1205-4.7	TYPE 36" INLET	EA	24	\$ 4,000.00	\$ 96,000.00
1205-4.8	TYPE 72" INLET	EA	2	\$ 7,000.00	\$ 14,000.00
1206-4.1	ADJ MANHOLE CASTING-ASPH PVMT	EA	38	\$ 400.00	\$ 15,200.00
1206-4.19	ADJUST VALVE BOX-UNPAVED AREA	EA	24	\$ 250.00	\$ 6,000.00
1206-4.5	ADJUST 36" INLET CASTING	EA	26	\$ 400.00	\$ 10,400.00
1206-4.7	ADJUST 72" INLET CASTING	EA	2	\$ 600.00	\$ 1,200.00
SP	MOBILIZATION & BONDS	LS	1	\$ 50,000.00	\$ 50,000.00
SP	STREET NAME SIGNS	EA	19	\$ 100.00	\$ 1,900.00
SP	STOP SIGN & POST	EA	2	\$ 400.00	\$ 800.00
SP	ROAD CLOSED, BARRICADE	EA	6	\$ 600.00	\$ 3,600.00

TOTAL CONSTRUCTION= \$ 1,203,467.00

LEGAL, ADMINISTRATIVE, ENGINEERING & CONTINGENCY= \$ 421,213.45

**GRAND TOTAL = \$ 1,624,680.45**

STREET ONLY - 50 LOTS - COST PER LOT= \$ 32,493.61

STORM SEWER PER LOT= \$ 2,295.86

**TOTAL PER LOT STREET & STORM = \$ 34,789.46**

ENGINEER'S ESTIMATE  
 KEIDEL'S SOUTH HEART TERRACE 3RD ADDITION  
 STREET IMP. DISTRICT NO. 190  
 CITY PROJECT NO. 2014-02  
 TECO #2194

**STORM SEWER ONLY APROX 172 LOTS**

802-4.2	12" STORM SEWER PIPE	LF	35	\$ 35.00	\$ 1,225.00
802-4.2	15" RCP STORM SEWER PIPE	LF	531	\$ 42.00	\$ 22,302.00
802-4.3	18" RCP STORM SEWER PIPE	LF	1082	\$ 47.00	\$ 50,854.00
802-4.5	24" RCP STORM SEWER PIPE	LF	741	\$ 58.00	\$ 42,978.00
802-4.7	30" RCP STORM SEWER PIPE	LF	1000	\$ 80.00	\$ 80,000.00
802-4.8	33" RCP STORM SEWER PIPE	LF	422	\$ 100.00	\$ 42,200.00
802-4.9	36" RCP STORM SEWER PIPE	LF	50	\$ 120.00	\$ 6,000.00
801-4.60	BEDDING MATERIAL	TON	1650	\$ 15.00	\$ 24,750.00
802-4.50	12" FLARED END SECTION	EA	1	\$ 700.00	\$ 700.00
802-4.52	15" RCP FLARED END SECTION	EA	1	\$ 1,000.00	\$ 1,000.00
802-4.53	18" RCP FLARED END SECTION	EA	1	\$ 1,500.00	\$ 1,500.00
802-4.57	30" RCP FLARED END SECTION	EA	2	\$ 2,000.00	\$ 4,000.00
802-4.59	36" RCP FLARED END SECTION	EA	1	\$ 2,500.00	\$ 2,500.00
802-4.96	RIP RAP - TYPE (M)	TON	250	\$ 50.00	\$ 12,500.00

TOTAL CONSTRUCTION= \$ 292,509.00

LEGAL, ADMINISTRATIVE, ENGINEERING & CONTINGENCY= \$ 102,378.15

**GRAND TOTAL = \$ 394,887.15**

172 LOTS - COST PER LOT= \$ 2,295.86

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

**RESOLUTION APPROVING ENGINEER'S REPORT AND  
AUTHORIZING PREPARATION OF THE DETAILED PLANS  
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE  
IMPROVEMENT IN STREET IMPROVEMENT DISTRICT NO. 190**

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

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 190 (Project # 2014-02), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

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

a. Construction costs:	\$1,495,976.00
b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$583,591.60
c. Total estimated costs of the improvement:	\$2,019,567.60

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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

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

Dated this 17<sup>th</sup> day of June 2014.

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President, Board of City Commissioners

ATTEST:

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City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS  
FOR STREET IMPROVEMENT DISTRICT NO. 190  
PROJECT # 2014-02**

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

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project in Street Improvement District No. 190 (Project # 2014-02) of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 17<sup>th</sup> day of June, 2014.

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President, Board of City Commissioners

ATTEST:

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City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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#### STREET REQUEST PETITION

To the Honorable Board of City Commissioners of the City of Mandan, North Dakota.

The undersigned, being the developer of Keidel's South Heart Terrace Third Addition, Mandan, North Dakota, hereby petitions the City of Mandan to create a Special Assessment District for the purpose of performing improvements consisting of asphalt paving, curb and gutter, earthwork and all work and material incidental thereto on the following streets:

4<sup>th</sup> Avenue SW – South of 19<sup>th</sup> St SW extending to the limit of plat for Keidel's South Heart Terrace Third Addition

20<sup>th</sup> Street SW – Between intersection of 8<sup>th</sup> Avenue SW and the intersection of Cobblestone Loop SW

Cobblestone Loop SW – Between the limits of Keidel's South Heart Terrace Third Addition

2<sup>nd</sup> Ave SW – South of Cobblestone Loop SW to the limit of plat for Keidel's South Heart Terrace Third Addition

8<sup>th</sup> Avenue SW – South of 19<sup>th</sup> St SW extending to the intersection of 20<sup>th</sup> Street SW (not to extend to limit of plat for Keidel's South Heart Terrace Third Addition) We request for this section of road be designed as a Rural Section, as this road is only for emergency access to the development.

See attached highlight plat for reference.



5/8/14

Kevin Christianson  
President, Mandan Development Company LLC

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION, WAIVER  
AND CONSENT TO ASSESSMENT FOR STREET IMPROVEMENT DISTRICT NO.  
190**

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

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by Mandan Development Company LLC, the owners of a majority of property area, for the improvement in and for Street Improvement District No. 190, Project No. 2014-02("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.

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

Dated this 17<sup>th</sup> day of June, 2014

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

ATTEST:

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

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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**FEASIBILITY AND EVALUATION OF IMPROVEMENTS  
FOR STREET IMPROVEMENT DISTRICT #190, PROJECT #2014-02**

1.) General Nature of Project

The District has been created to allow for new street 2<sup>nd</sup> Avenue SW, 4<sup>th</sup> Avenue SW, 8<sup>th</sup> Avenue SW, 20<sup>th</sup> Street SW and Cobblestone Loop SW. Installation of new curb & gutter, asphalt street, storm sewer, street lights & chip seal will take place with this project.

2.) Location of Proposed Construction

The proposed construction will take place on 2<sup>nd</sup> Avenue SW, 4<sup>th</sup> Avenue SW, 8<sup>th</sup> Avenue SW, 20<sup>th</sup> Street SW and Cobblestone Loop SW.

3.) Environmental Impact

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

4.) Feasibility of Project

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

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$1,495,976.00. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$523,591.60. The total cost for the improvement is estimated at \$2,019,567.60.



Justin Froseth  
Planning and Engineering Director

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS  
FOR STREET IMPROVEMENT DISTRICT NO. 190**

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

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 190 (Project # 2014-02) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on June 17, 2014, and in the plans and specifications for said improvement now on file in the office of the City Engineer.

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

**“ADVERTISEMENT FOR BIDS FOR  
STREET IMPROVEMENT DISTRICT NO. 190  
MANDAN, NORTH DAKOTA**

Notice is hereby given, that the City of Mandan, North Dakota will receive sealed bids at the office of the City Administrator until July 8, 2014, at 10:00 a.m., local time for the purpose of furnishing of materials, labor and skill needed for the new construction of storm sewer mains, asphalt streets, concrete curb and gutter and street lights and related work in accordance with the plans and specifications for Street Improvement District No. 190 (Project # 2014-02), for the City of Mandan. The Work consists of all labor, skill, and materials required to properly construct the improvement.

Contractors and vendors desiring plans and specifications for personal use may secure digital copies from [www.questcdn.com](http://www.questcdn.com) for a fee of \$25.00. These documents may be downloaded by selecting this project from the “Bid Documents” tab and by entering Quest Project Number #3354302 on the “Search Projects” page. For assistance and the free

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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membership registration, contact QuestCDN at (952)233-1632 or [info@questcdn.com](mailto:info@questcdn.com). Paper copies of the bid documents may be obtained from the City of Mandan Engineering office, 205 2<sup>nd</sup> Avenue Northwest, Mandan, North Dakota 58554 upon non-refundable payment of \$50.00 for each set. If Plans are mailed out and additional fee of \$15.00 will be added for postage and handling.

The bid proposals must be submitted to the City Administrator by 10:00 a.m., local time, July 8, 2014 and shall be sealed and endorsed "Proposal for Street Improvement District No 190. Bids shall be delivered or mailed to: City Administrator, City of Mandan, 205 2<sup>nd</sup> Avenue NW, Mandan, ND 58554. Bids will be opened and read aloud in the City Commission Meeting Room at 10:00 a.m., local time, on July 8, 2014. All bidders are invited to be present at the public opening of the Bids.

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

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

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

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

All construction work on Project #2014-02 is to be completed no later than October 31, 2014 except the chip seal which will have a completion date of August 15, 2015.

Liquidated damages of \$100.00 per day will be assessed if any completion dates are exceeded.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

Page 15 of 17

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Should the contractor fail to complete all of the work in a District according to the above date, or within such additional time as may have been granted by formal extensions of time approved by the City Engineer, there shall be deducted from any money due the contractor, the above mentioned sum for each calendar day the completion of the Work is delayed, for each District. Liquidated damages will continue to accumulate until the City Engineer determines winter weather prevents further construction. Liquidated damages will restart on the first day of construction in the Spring of 2015 and continue to accumulate until final project acceptance. The Contractor and his surety shall be liable for any excess. Such payments shall be deducted from the final payment and shall be charged as liquidated damages and not as a penalty.

The Board of City Commissioners will meet on Tuesday, July 15<sup>th</sup>, 2014, at 5:30 PM, local time, to determine the sufficiency of protests, to review the Bids submitted, consider the engineer's recommendation, and to award the contract to the successful Bidder, if protests have been deemed insufficient. The contract will be awarded on the basis of the low Bid submitted, on eligible areas, by a responsible and responsive Bidder deemed most favorable to the City's interest.

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

Dated this 17<sup>th</sup> day of June, 2014

City of Mandan, North Dakota

BY: James Neubauer

City Administrator"

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

4. The Board of City Commissioners shall meet on Tuesday, July 15<sup>th</sup>, 2014 at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

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President, Board of City Commissioners

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

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ATTEST:

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

Passed: June 17<sup>th</sup>, 2014

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 190, Project No. 2014-02 (Keidel's South Heart Terrace 3rd Addition).

Page 17 of 17

PETITION FOR ANNEXATION

Date: June 3, 2014

To the Board of City Commissioners,

I, Nate Vollmath, owner of Lot \_\_\_\_\_, Block \_\_\_\_\_,

As shown on the attached drawing & legal description, do hereby petition the City of Mandan to

annex the above referenced parcel of land into the City's limits.

[Signature] NATE VOLLMATH  
Owner's signature Representative

4265 45th St S Fargo  
Owner's address

701-499-3895  
Owner's phone number

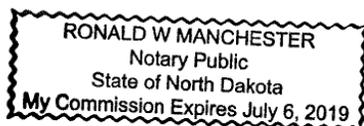
State of North Dakota

County of Morton

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2014, by Nate Vollmath.

Ronald W. Manchester  
Notary Signature

My commission expires July 6, 2019





**MANDAN WATER METER IMPROVEMENTS PROJECT  
CITY OF MANDAN, NORTH DAKOTA**

**UPDATE TO CITY COMMISSION:**

**To:** The Commissioners of the Mandan City Commission  
Jeff Wright, Public Works Director  
Greg Welch, Finance Director  
Jay Perkins, Water Meter Superintendent  
Jim Neubauer, City Administrator

**CC:** Elizabeth Tokach Duran, ND Department of Health  
Dave Bergsagel, ND Department of Health  
Ken Weber PE, AE2S, Inc.

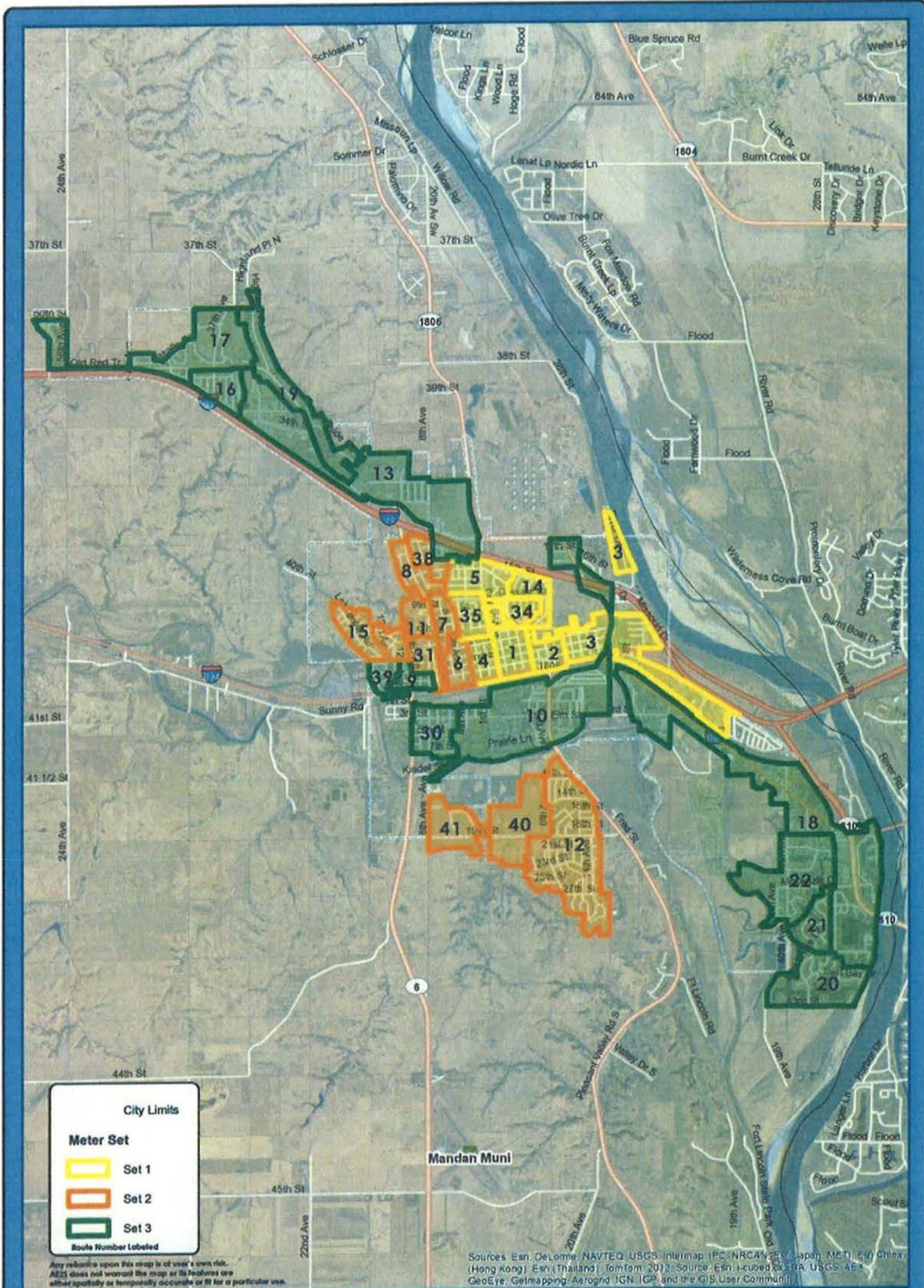
**From:** Brian Viall, Project Engineer, AE2S, Inc.

**Date:** 06/17/2014

- 
- **Change Order No. 1 and the AMI Agreement:** The Change Order 1 and AMI Agreement were presented to and approved by the City of Mandan City Commission on May 6, 2014 contingent upon review by the NDDH and the City Attorney, and upon the execution by the Contractor. The AMI Agreement was signed by all parties and AE2S received fully executed copies from the City of Mandan on May 29, 2014. Included were forms completed by the City for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease. The Contractors, Sensus, and the City of Mandan received a scanned copy of this agreement as evidence of it being fully executed. Hard copies will be distributed along with the bound copies of the final contract documents. A notice to proceed will be issued for this agreement in the form of a standard purchase order containing performance based payment procedures. Change Order No. 1 has also been signed by all parties. AE2S received final copies from the City on June 12, 2014.
  - **Radio Frequency Interference Testing:** Per contract documents, contractor is to obtain permission from the manager of any existing tower sites proposed for mounting radio antennas. The Contractor chose the "Planview" tower and the "Seven Seas" tower. Third party testing was completed by Dakota Communications for radio frequency intermodulation. The report generated by Dakota Communications was submitted on June 4, 2014. Report stated the intermodulation tests found no interference between any of the existing communication frequencies on the structures and the proposed radio frequency of the meter reading equipment. The results have been forwarded to Tom Doering, Morton County Emergency Manager Communications Director for review and approval. It was discussed that a Memorandum of Understanding would be issued by

Morton County for permission to grant access to the tower sites once approval is finalized.

- **Contractor's Delivery and Storage of material at Public Works:** Thirkettle requested the use of space at the Mandan Public Works yard to store storage containers for construction materials during construction. Mandan Public Works gave Thirkettle permission, and storage containers arrived at the Public Works building on June 10, 2014.
- **Meter Account Data and Banyan software Coordination:** Thirkettle requested the most up to date version of data report from City and requested that it contain Banyon-assigned meter account numbers. The City of Mandan recently changed over to the Banyon Data Systems billing system and new account numbers were assigned. AE2S has been working with the City's water billing department and Banyon Data Systems to obtain the newly assigned account numbers. AE2S is waiting on Banyon to forward an Excel file of the new water meter account numbers.
- **City of Mandan's Access to Online Project Portal:** Thirkettle indicated the city would be given access to an online project portal for observation of construction progress. This Portal will be made available after first week of progress has been established.
- **Schedule:** The Contractor plans on starting installations on July 7, 2014.
  - Thirkettle indicated construction would start with meter reading Set 1, as seen on the attached map.
- **Submittals:**
  - Radio Frequency Intermodulation testing— reviewing with Morton County Emergency Management.
  - Background Checks – Approved by Mandan Chief of Police.
  - **Expecting:**
    - Photo ID's issued by the Contractor.
    - Product data sheets on equipment.
  - **Contact with residents:**
    - Updates have been provided in the City of Mandan's monthly newsletter.
    - The first contact the Contractor issued was a letter dated June 2, 2014. This letter went out to approximately 1,100 residents in the City of Mandan and it was brought to our attention that it caused some confusion among the residents who received it. Updates have been provided to the City to publish on the City of Mandan's announcement section of the webpage, and a representative from Thirkettle Corporation is scheduled to address the commission regarding this letter.



**City Limits**

**Meter Set**

- Set 1
- Set 2
- Set 3

**Route Number Labeled**

Any reliance upon this map is at user's own risk. AES does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri, Japan, METI, Esri, China (Hong Kong), Esri (Thailand), TomTom, 2012; Source: Esri, DeLorme, NAVTEQ, USGS, AEX, GeoEye, Geomapping, AerialGrid, IGN, IGP, and the GIS User Community

N

0 1,000 2,000

1 inch = 4,083 feet

Mandan, ND

**Mandan Water Meter Reading Routes**

**AES**  
Advanced Engineering and Environmental Services, Inc.



## Welcome House Services

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### Emergency Shelter

The Welcome House provides emergency shelter for up to 90 days for families with children at the on-site shelter facility.

The Welcome House can also provide emergency shelter at an off-site location for up to 90 days for highly vulnerable individuals when they do not qualify for services or services are not available through other agencies.

### Homeless Prevention and Rapid Re-Housing

The Welcome House provides services which either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized.

### Interfaith

Interfaith is a separate entity whose services are administered through the Welcome House. Interfaith is a non-profit organization that uses the collective funds of participating churches and faith communities to serve those in the Bismarck-Mandan area who do not qualify for assistance through existing agencies and programs.

### START Program

**- Success through Activities, Recreation, & Transportation**

This program serves K-12 homeless children and those transitioning out of homelessness. Designed to give children the opportunity to participate in an extracurricular activity, Welcome House funds activity fees and transportation needed to engage in these activities.



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Welcome House, Inc. is the gateway to providing permanent housing, developing dignity, and empowering the vulnerable and chronic homeless population.

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**Welcome House, Inc.**

PO Box 2538  
Bismarck, ND 58502  
(701) 751-1218 – Office  
[www.welcome-house.net](http://www.welcome-house.net)  
[www.facebook.com/welcomehouse](http://www.facebook.com/welcomehouse)

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## What is Welcome House, Inc.?

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Welcome House, Inc. is a faith-based agency serving homeless individuals and families in the Bismarck-Mandan area. Welcome House provides short-term shelter, assistance in obtaining permanent housing and a variety of supportive services. Welcome House provides intensive case management and other supportive services for up to three years to assist clients attain and retain permanent housing. Welcome House satisfies a gap in the community by serving homeless who would not otherwise receive shelter, including two-parent families, families headed by single fathers, and families with teenage males.

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## Welcome House's Vision

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It is the vision of Welcome House to end homelessness in the lives of individuals and families by providing effective shelter, housing and supportive services. This is achieved by promoting policies and practices necessary to change the conditions that create homelessness.

Believing fully in the inherent dignity and strength of all people, Welcome House serves all people in a respectful and professional manner, emphasizing the values and tools of self-sufficiency, stability and independence within the greater community.

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## How does Welcome House Work?

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Temporary shelter is provided while barriers to permanent housing are addressed.

Welcome House provides intensive case management services (up to three years if necessary) to help clients retain their permanent housing and avoid secondary homelessness.

Welcome House works in conjunction with other Bismarck-Mandan community service agencies to provide the resources and services its clients need.

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## Case Management

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Welcome House case management includes:

Assessment  
Case Coordination  
Money Management  
Job Readiness Skills  
Information & Referrals  
Life Skills



## TESTIMONIAL

"I want to tell you thank you for everything and for helping my family and me since we came to Bismarck. We never before had friends like you. You are an angel to us. This letter is to tell you that you don't need to buy any toys for me. You don't because you helped to much. But if you can I would like legos or maybe a science book on aliens or a science fiction movie on aliens or an RC toy helicopter or maybe a toy spaceship. When I grow up I will donate a lot of my money to the Welcome House. You are a good friend, god bless you. Thanks"

- - Welcome House Client Testimonial

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## Collaborative Efforts

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The Welcome House is a participating member of both the North Dakota State Coalition for Homeless People and the Missouri Valley Coalition for Homeless People, Inc. The Welcome House is also a Missouri Slope Areawide United Way partner agency. Additionally, the Welcome House collaborates with other Bismarck-Mandan agencies, churches, and faith communities in working toward ending homelessness.

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## How to Help

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Every individual deserves a chance. You can make a difference today with your donation. Your contribution will ensure families have the basic necessities of food and shelter. Be assured they will take comfort in knowing there is one less expense to bear as they get back on their feet. Visit the Welcome House website for a listing of household and personal items needed!

### YES! I want to support Welcome House with the following contribution:

\_\_\_\_ Platinum Gift ~ \$500/ month contribution  
\_\_\_\_ Gold Gift ~ \$250/ month contribution  
\_\_\_\_ Silver Gift ~ \$100/ month contribution  
\_\_\_\_ Bronze Gift ~ \$ 50/ month contribution  
\_\_\_\_ Friend Gift ~ \$ 25/ month contribution

\_\_\_\_ One Time Donation ~ Total \$ \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### YES! I am interested in volunteering my time:

\_\_\_\_ Mentoring/Tutoring/Life Skills  
\_\_\_\_ Picking up/delivering furniture/food  
\_\_\_\_ Working in the food pantry/kitchen  
\_\_\_\_ Secretarial/office and/or computer work  
\_\_\_\_ Other \_\_\_\_\_

\*\*Contributions are tax deductible

\*\*Welcome House, Inc. is a non-profit 501(c)3

\*\*Secure monetary donor option available on website

To volunteer or make a contribution to Welcome House, Inc., contact us at:

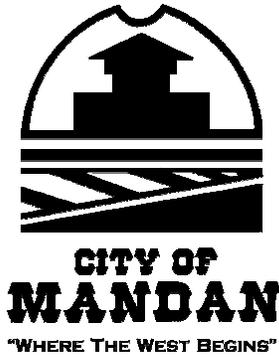
PO Box 2538

Bismarck, ND 58502

(701) 751-1218 - Office

[www.welcome-house.net](http://www.welcome-house.net)

[www.facebook.com/welcomehouse](https://www.facebook.com/welcomehouse)



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 11, 2014  
**SUBMITTING DEPARTMENT:** Business Development & Communications Department  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Jim Neubauer, Administrator  
**SUBJECT:** Growth Fund Committee Recommendation on Storefront Improvement Application

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**STATEMENT/PURPOSE:** To consider a recommendation by the Mandan Growth Fund (MGF) Committee regarding an application by Dot Frank for storefront improvement matching funds for 112 Second Ave NW.

**BACKGROUND/ALTERNATIVES:** The MGF met June 11, 2014 to consider the application. Frank recently purchased the mixed-use building at 112 Second Avenue NW and has been working on plans to remodel it both inside and out. Frank plans to begin the remodel project with exterior improvements, but has indicated plans to submit a Renaissance Zone application for major interior improvements in the next few months. The building has street level commercial space, currently leased to New Hope Church, and upper story apartments.

Exterior improvements are to include storefront and residential window and door replacement including currently boarded up windows and transoms. Three new awnings will be added to the building's front, brick will be tuck-pointed, and the north, east and south sides of the building will be painted. The plan also includes new signage and a decorative band on the building's front. The estimated investment in the exterior improvements is \$81,790. The request for matching funds is for the maximum \$30,000.

The exterior upgrades have received approval by the Mandan Architectural Review Commission at its meeting on June 10, 2014.

**ATTACHMENTS:** Frank application.

**FISCAL IMPACT:** \$30,000 in matching funds at a 50% rate subject to actual final investment in qualified exterior improvements. The balance in the Growth Fund for

Storefront Improvement is \$87,896, with \$30,000 committed for an approved but yet to be completed project and there is \$673,645 for unspecified types of economic development projects.

**STAFF IMPACT:** Minimal

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

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

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



# STOREFRONT IMPROVEMENT APPLICATION

## PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: Dot Frank

Address: P.O. Box 307, Mandan, ND 58554

Phone: 701-527-5767 Fax: \_\_\_\_\_

E-mail: dotfrank@bis.midco.net

**Applicant Name:**  
(name of person/entity to receive grant) Dot Frank

**Property Owner:** Dot Frank

**Property Address:** 112 2<sup>nd</sup> Ave NW

**Architect/Firm:**  
(if applicable) \_\_\_\_\_

## Description of Property

**Current tenant(s):** Commercial New Hope Church  
Residential # occupied: 5 # vacant: 0

**Building History (if available):** \_\_\_\_\_

The building was constructed in 1950. I've been told that it had once been home to

Hallmark and had also housed an auto repair shop.

<b>Total Cost of</b>		<b>Forgivable</b>	
<b>façade renovation:</b>	<u>\$ 81,790*</u>	<b>Loan Amount of</b>	
		<b>Requested:</b>	<u>\$ 30,000</u>

Is the façade renovation part of a larger project?

Yes  No, the façade is the only work I am doing

If yes, please describe comprehensive project.

The exterior improvements are part of a larger plan to improve the entire structure. Interior  
renovations planned include infrastructure upgrades (plumbing, electrical and HVAC), as well  
as renovated kitchens, baths, flooring, walls and more.

\*If all design options are exercised.

**Summary of Existing Condition of Façade:** (please attach pictures – Attachment 1)

The current façade is in a state of disrepair. The original awning was removed prior to our purchase and nothing has been done to mask the holes and supports from the old awning framework. Additionally, the storefront windows are clouded and much of the woodwork in the entry is warped and peeling. The windows and doors are beat up and several of the window openings have been boarded up. Additionally, mortar is missing and brick are falling out of line. The north side of the building features a partially finished paint job.

**Summary of Proposed Scope of Work: (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post- rehab detail, indicating specifically what will be modified and how (Attachment 2). Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. (Attachment 3)**

Storefront improvements include brick repair, painting of the north, east and south sides, window and door replacement, the installation of a handicap door, awnings and signage.

**Historic Character: How will proposed project affect historic character? (if applicable)**

While the building is not considered “historic” renovations are designed with classic appeal to endure changing trends and time.

**How will your project complement downtown redevelopment efforts?**

Ideally improvements to this building will inspire better upkeep and upgrades to surrounding infrastructure. The improvements also are intended to attract a different type of tenancy.

**For more information, call Business Development Director Ellen Huber at 701-667-3485.**

**Signature of applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of property owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(if different than applicant)**

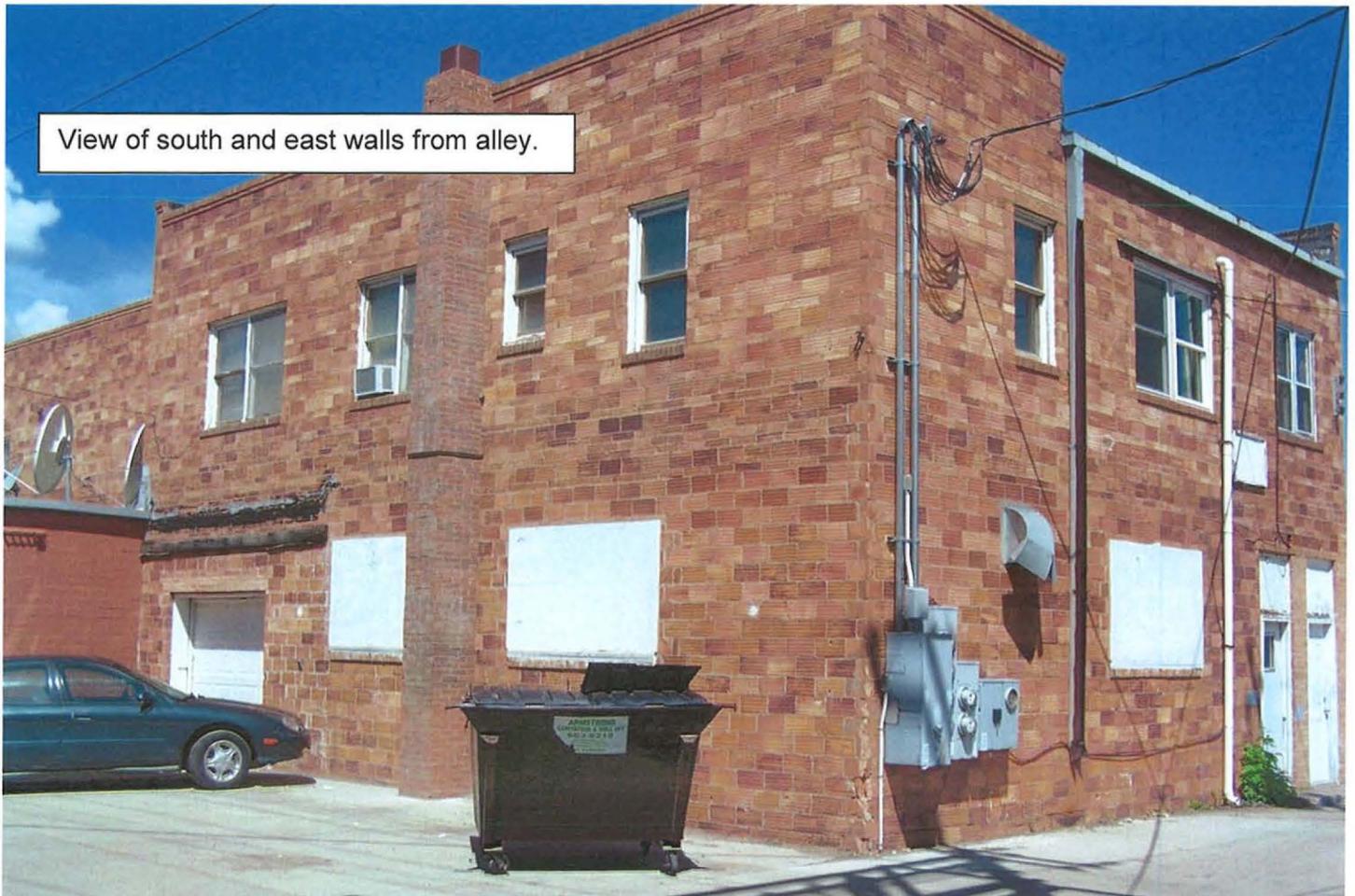
**Special Notices**

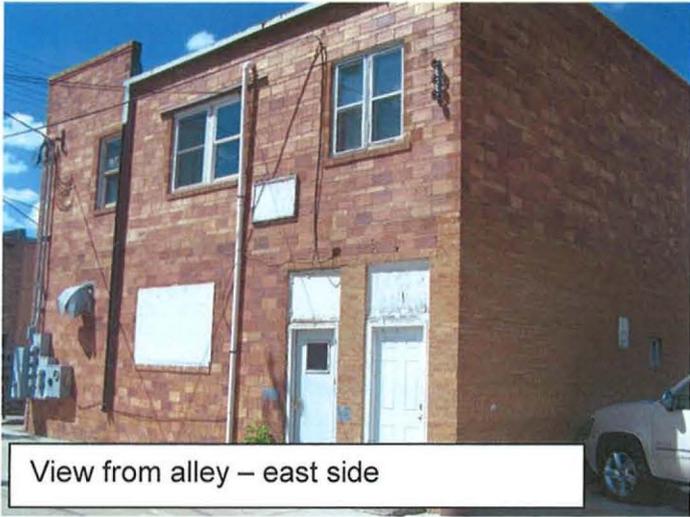
- 1) Properties are eligible only once to receive Storefront Improvement funds.
- 2) Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, “Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever.” Any property receiving Storefront Improvement funds since Nov. 14, 2008, is subject to the requirement. Include an estimate for an automatic door at least for the main entrance if you do not have one.

**112 Second Avenue NW – Current Photos**

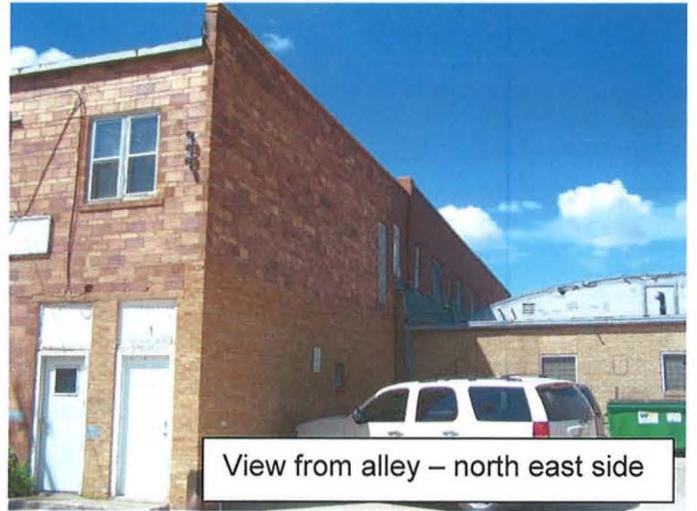


**112 Second Avenue is the middle building**





View from alley – east side



View from alley – north east side



View from First St NW – north side



Proposed New Storefront

<b>112 Second Ave NW - Summary of Proposed Expenditures</b>		
<b>Source of Estimate or Bid</b>	<b>Purpose</b>	<b>Estimated Cost</b>
C & H Glass	Storefront windows/doors, automatic opener, back doors	\$24,547.00
Leingang Home Center	Windows	\$30,641.00
Jim Fetter Masonry	Masonry repair & retuck	\$4,375.00
Indigo Signworks	Awnings, sign, and decorative strip/bow	\$15,017.10
Dietz & Sons	Exterior painting - north, south & east sides	\$7,210.00
<b>Total</b>		<b>\$81,790.10</b>



**C & H GLASS COMPANY, INC.**

3138 N. 10TH ST. - P.O. BOX 1991  
BISMARCK, NORTH DAKOTA 58502  
BUS 701-258-6800 - 701-258-6801 FAX

**PROPOSAL**

Architect: \_\_\_\_\_ Bid to: Dot Frank  
Job: 112 2nd Ave NW Address: \_\_\_\_\_  
Location: Mandan, ND 58554 Date: 05/09/14 Revised 6/3/14

**STORE FRONT**

We propose to furnish and install the materials specified below:

One (1) 6 x 7 Pair of bronze doors set into 76 x 114 Framing. Doors to have standard push-pull hardware, MS Lock, Hager closers, threshold, offset pivots with intermediate pivot, weather stripping and glazed with 1" Bronze Tempered Insulated Glass.

All windows made up with 451T Bronze framing and glazed with 1" Bronze Tempered and Anneal Insulated Glass. Matching flashing top and bottom of windows.

All of the above including removal of existing installed for a net sum of.....\$ 15,797.00

Add to the above price to add: One (1) Horton Automatic Operator with activation buttons inside and out. Installed for a net sum of.....\$ 1,900.00

**BACK DOORS**

We propose to furnish and install the materials specified below:

Three (3) 3 x7 Single Bronze doors to fit framed openings 40 x 114. Doors glazed with 1" white Insulated Panel. Transoms glazed with 1" Clear Insulated glass.

All of the above including removal of existing installed for a net sum of.....\$ 6,850.00

NOTICE: THIS PROPOSAL IS FIRM FOR A PERIOD OF THIRTY (30) DAYS from the date thereof, and is subject to review and possible increase thereafter, due to present fluctuating market conditions affecting our costs.

Accepted: \_\_\_\_\_ **C & H GLASS COMPANY, INC.**  
By: \_\_\_\_\_ By: Chuck Borchers  
Date: \_\_\_\_\_

**This proposal is subject to the following terms and conditions:**

Material delivered only to job must be paid by the 10th of the month following billing.

All contracts for glass and glazing are due and payable at the completion of the work.

In the event the work cannot be completed during the month in which it is begun, progress payments consisting of 90% of the value of all materials furnished and work performed during a given month shall be paid on or before the tenth of the month following.

Any changes which necessitate alterations or extra material not included in our proposal shall be charged for accordingly.

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



**WINDOWS  
RETAIL SALES CONTRACT**

Mandan • Bismarck  
Dickinson • Minot • Pierre

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

sells and, Jared & Dot Frank, hereby  
(Names and Mailing Address of BUYERS - Hereinafter referred to as BUYER)

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

**Furnish and install THV COMPOZIT® WINDOWS & DOORS:** Composite or vinyl windows, with insulated glass, multi lock system and screens on venting units. Window(s) will be wrapped with foam insulating tape and sealed into opening with silicone caulk.

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

New Interior Trim:  Yes  No  Unfinished (w/ paper)  Finished Color: Trim by owner ext & cavity

New Brickmold:  Yes  No  Composite  Wood wrapped with metal Color: Owner choice

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

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

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

**Glass options:**  Double Pane  LowE<sup>2</sup>  Argon Gas  Triple Pane  1-LowE<sup>2</sup>  2-LowE<sup>2</sup>  Trigon Gas

**Grids:**  Yes  No  Colonial  Craftsman  Perimeter Color Inside: \_\_\_\_\_ Outside: \_\_\_\_\_

Gut out / Single hungs (vinyl) / Low E + Argon / New brickmold (wrapped) owner to do ext jamb & trim

Apt #1 (4 openings) \$ 4771.00

Apt #2 (2 openings) \$ 2871.00

Apt #3 (4 openings) \$ 4507.00  
bath picture unit - opening cut in half - Living to fit in outside

Apt #4 (2 openings) \$ 2871.00

<b>Bid Date</b>	<b>Prices subject to change</b>	<b>days from bid date.</b>
<u>Job</u>	Home Phone _____	Cash Price. Credit Card will incur a 3% convenience charge.
Street <u>1122nd Ave NW</u>	Cell Phone _____	Total \$ _____
City <u>Mandan</u>	Work Phone _____	Down Payment \$ _____
Email <u>dot@bmbba.com</u>	State _____ Zip _____	Due on Completion \$ _____

Initial Here Buyer acknowledges structure being renovated was built in (lead).  
Initial Here Buyer acknowledges receipt of the **Notice to Buyer** and important information on the back side of this contract.  
Initial Here Buyer acknowledges receipt of two copies of the **Notice of Cancellation** and further acknowledges that Seller orally informed Buyer(s) of Buyers **RIGHT TO CANCEL** the contract.

**KEEP A COPY OF THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS** Executed by both Buyer and Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
1½% per month late payment fee will be charged to all PAST DUE ACCOUNTS. Each buyer hereby acknowledges receipt of a fully completed copy of this RETAIL SALES CONTRACT.

**ACCEPTED BY SELLER** \_\_\_\_\_ (BUYER)  
\_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE) \_\_\_\_\_ (BUYER)

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



**RETAIL SALES CONTRACT**

Mandan • Bismarck  
 Dickinson • Minot • Pierre

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

sells and, \_\_\_\_\_, hereby

(Names and Mailing Address of BUYERS - Hereinafter referred to as BUYER)

purchases from the SELLER the following described GOODS and SERVICES:

Apt #5 (5 openings)  (2) bedrooms  (2) living & kit  (1) bath *St Pl.*

Hallway (South)  (3) (5 openings)

North  (1) remove frame & get back to original size  (1) temporary picture unit (was a door)

Back of store (church area) (4 openings)  (3) remove wood & install *\$ 4400.00*

(1)  small slider

*5425.40*  
*30,191.00*  
*Lift 450.00*  
*30,641.00*

Bid Date 5-5-14 Prices subject to change 45 days from bid date.

Street _____	Home Phone _____	Cash Price. Credit Card will incur a 3% convenience charge.
City _____	Cell Phone _____	Total \$ _____
Email _____	Work Phone _____	Down Payment \$ _____
	State _____ Zip _____	Due on Completion \$ _____

Initial Here \_\_\_\_\_ Buyer acknowledges structure being renovated was built in \_\_\_\_\_.  
 Initial Here \_\_\_\_\_ Buyer acknowledges receipt of the **Notice to Buyer** and important information on the back side of this contract.  
 Initial Here \_\_\_\_\_ Buyer acknowledges receipt of two copies of the **Notice of Cancellation** and further acknowledges that Seller orally informed Buyer(s) of Buyers **RIGHT TO CANCEL** the contract.

**KEEP A COPY OF THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS** Executed by both Buyer and Seller this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 1½% per month late payment fee will be charged to all PAST DUE ACCOUNTS. Each buyer hereby acknowledges receipt of a fully completed copy of this RETAIL SALES CONTRACT.

*Jeanne Chloerha*  
 ACCEPTED BY SELLER  
 (AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
 (BUYER)

\_\_\_\_\_  
 (BUYER)

JIM FETTER MASONRY, INC.

508 N 13th St  
Bismarck, ND 58501  
Phone# 701-258-9789  
Fax# 701-258-1046

# Estimate

Job	Date	Estimate #
	5/2/2014	1097

Bill To:
DOT FRANK

Job Name:
112 2ND AVE NW MANDAN, ND 58554 DOT 527-5767

Description	Qty	Cost	Total
LABOR & MATERIALS FOR MASONRY REPAIR & RETUCK AS PER DISCUSSION. NO HEAT & SHELTER.		4,375.00	4,375.00

**Total** \$4,375.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Safety Insurance.

Authorized Signature \_\_\_\_\_  
NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_.

### ACCEPTANCE OF PROPOSAL

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

ACCEPTED:

Date \_\_\_\_\_

Signature \_\_\_\_\_

# INDIGO SIGNWORKS, INC

P.O. Box 2776 | Bismarck, ND 58502-2776  
 tel: 701.250.9696 | fax: 701.250.8686

[www.indigosignworks.com](http://www.indigosignworks.com)

## PROPOSAL Proposal #: 32857

Proposal Date: 05/30/14  
 Customer #: CRM015539  
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
Dot Frank 814 W. Main St Mandan ND 58554	Dot Frank 814 W. Main St Mandan ND 58554  REQUESTED BY: Dot Frank

INDIGO SIGNWORKS - Bismarck (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #24344 Mfg and Install White Polymetal Strip and White Polymetal Bow to the top of the West side of building. (Storefront)	\$1,354.79	\$1,354.79
1	QUOTE #24423 Mfg and Install White Polymetal Sign With Vinyl Lettering above storefront windows, with crown molding above the sign.	\$3,931.82	\$3,931.82
1	QUOTE #24564 Mfg and Install (4) awnings to the south and west side of the building.	\$9,730.49	\$9,730.49

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$15,017.10**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**  
 (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

### TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNWORKS - Bismarck MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_

# Wop H Dietz & Sons inc. Painting



Commercial. Industrial. Residential Painting

1412 East Broadway Bismarck, ND 58501

Office **701-223-7741**

Fax 701-223-2477



Proposal Submitted to:

**Name:**

Dot Frank

**Date:** 5/14/2014

Attn:

**Job Name:** Exterior Painting

Address:

Location: 112 2nd Ave NW Mandan

Phone:

Fax:

We hereby submit specifications and estimates for:

Labor and material to pressure wash, prep, and paint north, south and east sides of brick building as discussed with Dot..... \$6,225.00

Inculc the west side of building..... \$985.00

**BID AMOUNT** .....\$See Above

If you have any questions, please call Tom II at (701)527-5619

*This proposal shall be held open for your acceptance until: June 14, 2014. If you wish to accept this proposal, then please sign the enclosed copy and return it to us.*

Yours Truly,

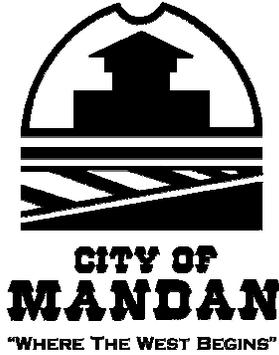
Painting Contractor

**ACCEPTANCE**

*The above proposal is accepted.*

Date: \_\_\_\_\_

Signed: \_\_\_\_\_



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 9, 2014  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Bill Schott Board of Director- Heritage Plaza  
**SUBJECT:** Improvements to Heritage Plaza

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STATEMENT/PURPOSE: To consider improvements to city owned property, Heritage Plaza.

BACKGROUND/ALTERNATIVES: To create a gathering place for citizens and tourists to enjoy while attending city events and or gathering information on attractions and events in the community.

ATTACHMENTS: Colored photos of site area, drawings, concrete bid are attached and included

FISCAL IMPACT:

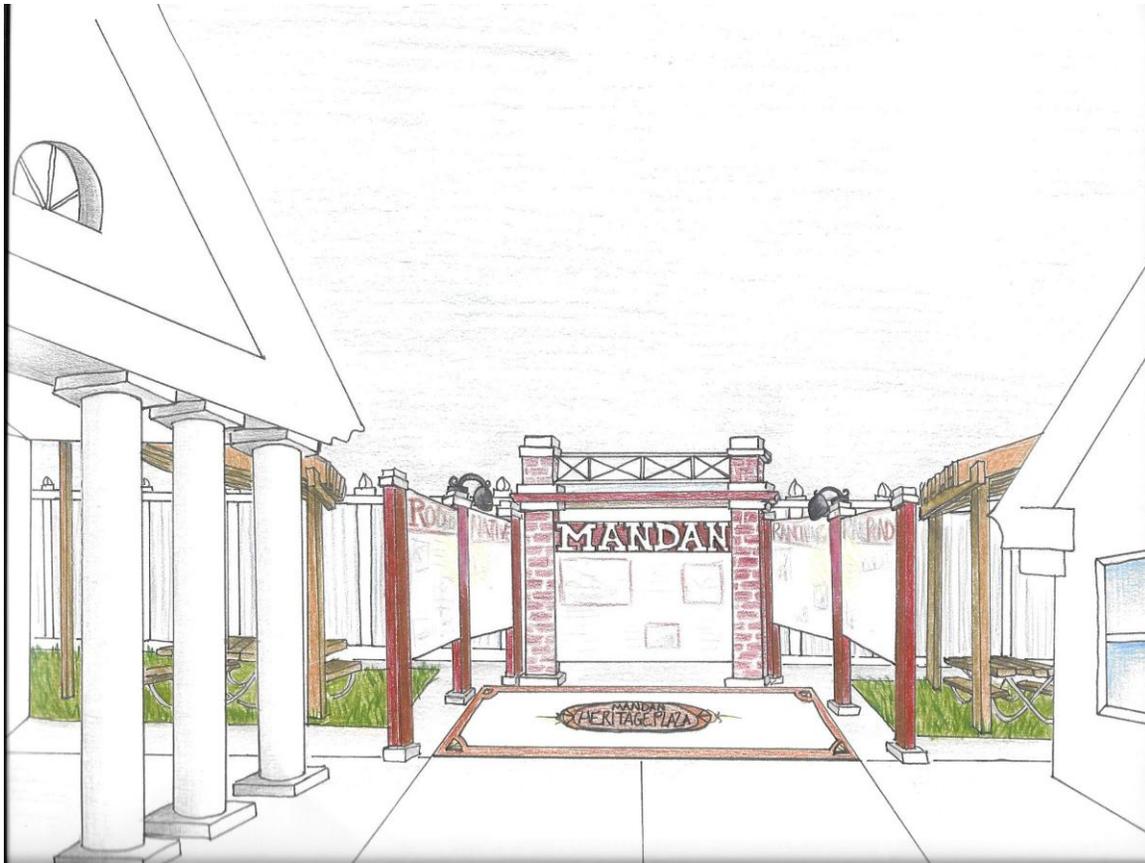
The project will consist of 2 phases. Mike Hopfauf Construction will be our major contractor. Mhyre Concrete with a bid of \$7500 will do the concrete work with the Heritage Plaza logo in the concrete, location is between the Depot and Beanery. Two rest area pergolas will be built by Hopfauf Construction to complete the area. Cost for those at approximately \$3500, the first phase of the project to be completed by this fall. Phase two will begin as we work on fencing options in the area behind Depot and Beanery. The phase one project will be funded by grant monies raised by the Heritage Plaza Foundation. The project will also keep within the architectural theme of the area. The Heritage Plaza Foundation committee will provide upkeep and maintenance of the area including winter snow removal, flower plantings and we still would like the city to include the area in grass mowing as they do now.

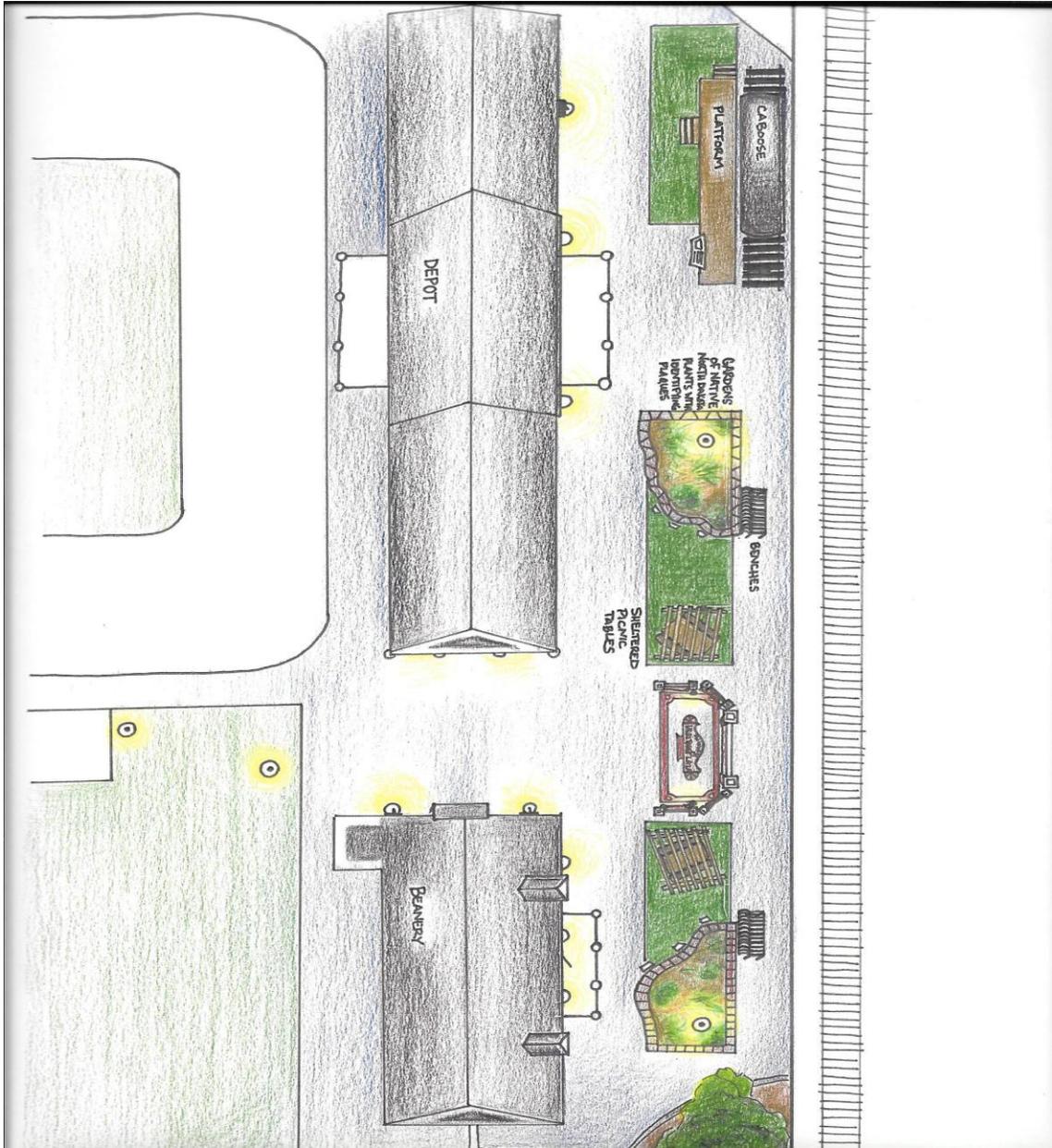
STAFF IMPACT: 8 hours of meetings

LEGAL REVIEW: Reviewed by Heritage Plaza Board of Directors and the Ft Lincoln Foundation and approved to move forward with the first phase of the project.

RECOMMENDATION: Accept the proposal of the Heritage Plaza Board of Directors and the Ft Lincoln Foundation to move forward with the development of the Heritage Plaza site

SUGGESTED MOTION: Approve the plans for development of Heritage Plaza community history and gathering area for citizens and tourists to enjoy







P.O. Box 425 • Mandan, ND 58554  
(701) 663-7691 • FAX (701) 663-3394  
[www.hopfaufcustomhomes.com](http://www.hopfaufcustomhomes.com)

## PROPOSAL

DATE	NUMBER
4/8/2014	3220

TO:

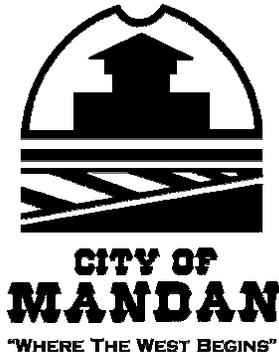
City of Mandan - The Beanery  
Attention: Del Wetsch  
205 2nd Ave NW  
Mandan ND 58554

### DESCRIPTION

Tear out existing 3 sections of concrete, 585 Sq. Ft.  
Set up, pour and finish new concrete  
Includes borders and engraved logo (per sketch)

7,420.00

<b>TOTAL</b>	<b>\$7,420.00</b>
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New Business #4

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 13, 2014  
**SUBMITTING DEPARTMENT:** Wastewater Treatment Plant  
**DEPARTMENT DIRECTOR:** Justin Froseth, Planning and Engineering Director  
**PRESENTER:** Justin Froseth  
**SUBJECT:** Authorization to advertise invitation to bid UV disinfection equipment procurement

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#### STATEMENT/PURPOSE:

To request the authorization to advertise invitation to bid UV disinfection equipment procurement.

#### BACKGROUND/ALTERNATIVES:

The city wastewater treatment plant is currently working with AE2S to plan a plant optimization project. The project is expected to be ready to go out for bid this fall. The general scope of the project is to:

- 1) Replace ultraviolet disinfection (UV) equipment
- 2) Replace blowers for the aeration system
- 3) Improve the pretreatment building, equipment, and piping
- 4) Other electrical, mechanical, and structure improvements throughout

The new UV equipment is special order equipment, therefore, a lead time of several months is expected from time of order to delivery of equipment to the plant. In order to ensure the delivery of the equipment by the time a contract has been awarded to complete the project, we would recommend pre-procurement of the equipment. The city would order and purchase separate from the upcoming project, but part of the project scope would be to install this equipment.

#### ATTACHMENTS:

- 1) Invitation to Bid UV Disinfection Equipment Procurement

#### FISCAL IMPACT:

The equipment is expected to cost approximately \$350,000. Typically, for this kind of equipment purchase, the seller requires a down payment of 10% at the time of order which we can specify in our bidding documents. A Clean Water State Revolving Fund

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Authorization to advertise invitation to bid UV disinfection equipment procurement

Page 2 of 5

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(CWSRF) loan will be applied for and most likely in place later this year for the construction of the entire project including this equipment.

**STAFF IMPACT:**

Minimal

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

To approve the advertisement of “Invitation to Bid UV Disinfection Equipment Procurement”

**SUGGESTED MOTION:**

I move to approve the advertisement of “Invitation to Bid UV Disinfection Equipment Procurement”

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Authorization to advertise invitation to bid UV disinfection equipment procurement

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SECTION 00030

INVITATION TO BID

UV DISINFECTION EQUIPMENT PROCUREMENT

Sealed Bids will be received by the City of Mandan (Buyer) until July 22, 2014 at the hour of 4:00 p.m. local time for the supply of all equipment pertaining to the Ultraviolet (UV) Disinfection Equipment Procurement Contract. Bids will be opened in the City Commission Chambers at 4:15 p.m. local time and read aloud.

Bids shall be mailed or delivered to the Office of the City Administrator at 205 2<sup>nd</sup> Avenue NW, Mandan, ND 58554.

The proposed Goods and Special Services are generally described as follows:

Furnishing and delivery of UV Disinfection Equipment located in an existing concrete channels, for disinfection at the Mandan Wastewater Treatment Plant, Mandan, ND 58554. The work shall also include preparation of shop drawings and operation and maintenance manuals, coordination with a contractor who will install the equipment under a separate contract, field testing, and startup and training services.

All Bids must be in accordance with the Bidding Documents on file with the City of Mandan (Buyer) at 205 Second Avenue NW, Mandan, ND 58554 or the office Advanced Engineering and Environmental Services (AE2S) at 1815 Schafer St Ste 301, Bismarck, ND 58501.

All Work shall be done in accordance with the Bidding Documents on file in the Office of the City Engineering Department. Complete digital project bidding documents are available at [www.AE2S.com](http://www.AE2S.com) or [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for Thirty Dollars (\$30.00) by inputting Quest project #3383463 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Copies of the Plans and Specifications and other Bidding and Contract Documents may be obtained from Advanced Engineering and Environmental Services, Inc. (AE2S), 3101 South Frontage Road, Moorhead, MN 56560 for a **NON-REFUNDABLE** charge of One Hundred Dollars (\$100.00) for each paper set of documents requested or Fifty Dollars (\$50.00) for each CD.

Technical bid questions shall be directed to Mr. Jason Benson PE at 763-463-5036 or email at [jason.benson@ae2s.com](mailto:jason.benson@ae2s.com).

Neither Buyer nor Engineer has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the source indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Authorization to advertise invitation to bid UV disinfection equipment procurement

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All Bids are to be submitted on the basis of cash payment for the Work and materials, and each Bid shall be accompanied by a **SEPARATE ENVELOPE** containing a Bidder's Bond, payable to the City of Mandan, in a sum equal to five percent (5%) of the full amount of the Bid, executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, conditioned that if the principal's Bid be accepted and the contract awarded, principal, within fifteen (15) days after Notice of Award, will execute and effect a Contract in accordance with the terms of the principal's Bid and a Contractor's Bond as required by the laws of the State of North Dakota and the regulations and determinations of the City Commission of the City of Mandan, North Dakota. All Bidders shall provide a North Dakota Contractor's License in the **SEPARATE ENVELOPE** as described and listed in the instructions to bidders.

A Bid security must accompany each Bid.

The Successful Bidder will be required to furnish a Procurement Performance Bond and a Procurement Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

Bidders on this Work will be required to comply with Title 40 CFR 35.3145(d). The requirements for Bidders and Contractors under this regulation concerning utilization of Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), and Small Business Enterprises (SBE) are explained in the Specifications. The goal for MBE is 2% of the total dollar value of the Project. The goal for WBE is 3% of the total dollar value of the Project.

Bidders are notified that all applicable provisions of the Copeland Act (29CFR Part 3) and the Davis-Bacon Act (29 CFR Parts 1, 3, and 5) are in force on this project.

Bidders on this Work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in the Specifications.

Bidders are advised that the "Use of American Iron and Steel" requirement identified by Sec. 436. (a)(1) of the Federal Consolidated Appropriations Act of 2014 shall apply to this project.

Contracts shall be awarded on the basis of the low Bid submitted by a responsible and responsive Bidder deemed most favorable to the City's interest. If the Contract is to be awarded, Buyer will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form for acceptance of the Bid.

All Bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. In addition, the Bidder shall place upon the exterior of such envelope the following information:

1. The Work covered by the Bidder (General Process, General Site, or Combined Contracts).
2. The name of the Bidder.
3. A **Separate Envelope** containing Bid Bond, a copy of Contractor's License, Certificate of Debarment, and MBE/WBE Subcontractor Solicitation Information.
4. Acknowledgement of all Addenda.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Authorization to advertise invitation to bid UV disinfection equipment  
procurement

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Bids shall be delivered or mailed to:

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

The City of Mandan reserves the right to reject any and all Bids, to waive irregularities and informalities and to award the Contract in the best interests of the City of Mandan.

Dated this 18<sup>th</sup> day of June 2014  
Publish, 6/27/14, 7/4/14, and 7/11/14

By: /s/ Jim Neubauer, City Administrator  
Mandan, North Dakota

SUMMARY REPORT

MORTON COUNTY, NORTH DAKOTA  
PRIMARY ELECTION  
JUNE 10, 2014  
STATISTICS

RUN DATE:06/17/14 01:27 PM

VOTES PERCENT

PRECINCTS COUNTED (OF 18) . . . . .	18	100.00
BALLOTS CAST - TOTAL. . . . .	2,372	
BALLOTS CAST - REPUBLICAN PARTY . . . . .	1,450	61.13
BALLOTS CAST - DEMOCRATIC-NPL PARTY. . . . .	715	30.14
BALLOTS CAST - LIBERTARIAN PARTY. . . . .	28	1.18
BALLOTS CAST - NONPARTISAN. . . . .	169	7.12
BALLOTS CAST - CROSSOVER . . . . .	72	3.04
BALLOTS CAST - BLANK. . . . .	0	

SUMMARY REPORT

MORTON COUNTY, NORTH DAKOTA  
PRIMARY ELECTION  
JUNE 10, 2014  
Republican Party

RUN DATE:06/17/14 01:27 PM

	VOTES	PERCENT		VOTES	PERCENT
<b>Representative in Congress MORTON COUNTY</b>					
Vote for no more than 1					
Kevin Cramer . . . . .	1,413	99.86	<b>Public Service Comm 2yr MORTON COUNTY</b>		
WRITE-IN. . . . .	2	.14	Vote for no more than 1		
			Julie Fedorchak . . . . .	1,345	100.00
			WRITE-IN. . . . .	0	
<b>State Senator DISTRICT 31</b>					
Vote for no more than 1					
Donald Schaible . . . . .	348	99.15	<b>Tax Commissioner MORTON COUNTY</b>		
WRITE-IN. . . . .	3	.85	Vote for no more than 1		
			Ryan Rauschenberger . . . . .	1,341	99.70
			WRITE-IN. . . . .	4	.30
<b>State Senator DISTRICT 33</b>					
Vote for no more than 1					
Jessica Unruh . . . . .	255	99.22			
WRITE-IN. . . . .	2	.78			
<b>State Representative DISTRICT 31</b>					
Vote for no more than 2					
James E Schmidt . . . . .	315	50.16			
Karen Rohr . . . . .	312	49.68			
WRITE-IN. . . . .	1	.16			
<b>State Representative DISTRICT 33</b>					
Vote for no more than 2					
Gary Kreidt. . . . .	248	57.01			
Jay R Seibel . . . . .	186	42.76			
WRITE-IN. . . . .	1	.23			
<b>Secretary of State MORTON COUNTY</b>					
Vote for no more than 1					
Alvin A (Al) Jaeger . . . . .	1,386	99.86			
WRITE-IN. . . . .	2	.14			
<b>Attorney General MORTON COUNTY</b>					
Vote for no more than 1					
Wayne Stenehjem . . . . .	1,410	99.86			
WRITE-IN. . . . .	2	.14			
<b>Agriculture Commissioner MORTON COUNTY</b>					
Vote for no more than 1					
Doug Goehring . . . . .	1,388	99.57			
WRITE-IN. . . . .	6	.43			
<b>Public Service Commissioner MORTON COUNTY</b>					
Vote for no more than 1					
Brian P Kalk . . . . .	1,358	100.00			
WRITE-IN. . . . .	0				

SUMMARY REPORT

MORTON COUNTY, NORTH DAKOTA  
 PRIMARY ELECTION  
 JUNE 10, 2014  
 Democratic-NPL Party

RUN DATE:06/17/14 01:27 PM

VOTES PERCENT

VOTES PERCENT

Representative in Congress MORTON COUNTY

Vote for no more than 1  
 George Sinner . . . . . 694 99.86  
 WRITE-IN. . . . . 1 .14

Tax Commissioner MORTON COUNTY

Vote for no more than 1  
 Jason Astrup . . . . . 650 99.54  
 WRITE-IN. . . . . 3 .46

State Senator DISTRICT 31

Vote for no more than 1  
 Kristen Vesledahl. . . . . 218 100.00  
 WRITE-IN. . . . . 0

State Senator DISTRICT 33

Vote for no more than 1  
 WRITE-IN. . . . . 3 100.00

State Representative DISTRICT 31

Vote for no more than 2  
 Mike Faith . . . . . 189 49.22  
 LaDonna Allard. . . . . 195 50.78  
 WRITE-IN. . . . . 0

State Representative DISTRICT 33

Vote for no more than 2  
 WRITE-IN. . . . . 4 100.00

Secretary of State MORTON COUNTY

Vote for no more than 1  
 April Fairfield . . . . . 667 100.00  
 WRITE-IN. . . . . 0

Attorney General MORTON COUNTY

Vote for no more than 1  
 Kiara Kraus-Parr . . . . . 648 100.00  
 WRITE-IN. . . . . 0

Agriculture Commissioner MORTON COUNTY

Vote for no more than 1  
 Ryan Taylor. . . . . 699 100.00  
 WRITE-IN. . . . . 0

Public Service Commissioner MORTON COUNTY

Vote for no more than 1  
 Todd Reisenauer . . . . . 659 100.00  
 WRITE-IN. . . . . 0

Public Service Comm 2yr MORTON COUNTY

Vote for no more than 1  
 Tyler Axness . . . . . 651 99.85  
 WRITE-IN. . . . . 1 .15

SUMMARY REPORT

MORTON COUNTY, NORTH DAKOTA  
PRIMARY ELECTION  
JUNE 10, 2014  
Libertarian Party

RUN DATE:06/17/14 01:27 PM

VOTES PERCENT

Representative in Congress MORTON COUNTY

Vote for no more than 1  
Robert J "Jack" Seaman . . . . . 28 100.00  
WRITE-IN. . . . . 0

Secretary of State MORTON COUNTY

Vote for no more than 1  
Roland Riemers. . . . . 28 100.00  
WRITE-IN. . . . . 0

Tax Commissioner MORTON COUNTY

Vote for no more than 1  
Anthony Mangnall . . . . . 28 100.00  
WRITE-IN. . . . . 0

SUMMARY REPORT

MORTON COUNTY, NORTH DAKOTA  
 PRIMARY ELECTION  
 JUNE 10, 2014  
 NONPARTISAN

RUN DATE:06/17/14 01:27 PM

	VOTES	PERCENT
<b>Justice of the Supreme Court MORTON COUNTY</b>		
Vote for no more than 1		
Gerald W Vandewalle . . . . .	1,839	99.78
WRITE-IN. . . . .	4	.22
<b>Judge of the District Court No. 1 SC</b>		
SOUTH CENTRAL JUDICIAL DISTRICT		
Vote for no more than 1		
David E Reich . . . . .	1,802	99.83
WRITE-IN. . . . .	3	.17
<b>Judge of the District Court No. 6 SC</b>		
SOUTH CENTRAL JUDICIAL DISTRICT		
Vote for no more than 1		
Gail Hagerty . . . . .	1,814	99.45
WRITE-IN. . . . .	10	.55
<b>Judge of the District Court No. 7 SC</b>		
SOUTH CENTRAL JUDICIAL DISTRICT		
Vote for no more than 1		
Thomas J Schneider . . . . .	1,877	99.79
WRITE-IN. . . . .	4	.21
<b>County Comm A/L MORTON COUNTY</b>		
Vote for no more than 2		
Elwood "Woody" Barth. . . . .	1,041	26.74
James Boehm. . . . .	1,426	36.63
Andrew (Andy) Zachmeier. . . . .	1,417	36.40
WRITE-IN. . . . .	9	.23
<b>County Auditor MORTON COUNTY</b>		
Vote for no more than 1		
Dawn R Rhone . . . . .	1,888	99.89
WRITE-IN. . . . .	2	.11
<b>County State's Attorney MORTON COUNTY</b>		
Vote for no more than 1		
Allen Michael Koppy . . . . .	1,835	99.24
WRITE-IN. . . . .	14	.76
<b>County Recorder MORTON COUNTY</b>		
Vote for no more than 1		
Carrole Schaner . . . . .	1,867	99.95
WRITE-IN. . . . .	1	.05
<b>County Treasurer MORTON COUNTY</b>		
Vote for no more than 1		
Vicki Lippert . . . . .	1,923	100.00
WRITE-IN. . . . .	0	

	VOTES	PERCENT
<b>County Sheriff MORTON COUNTY</b>		
Vote for no more than 1		
Dave Shipman . . . . .	937	43.02
Kyle Kirchmeier . . . . .	1,237	56.80
WRITE-IN. . . . .	4	.18
<b>Director, SW Water Authority MORTON COUNTY</b>		
Vote for no more than 1		
George Saxowsky . . . . .	1,744	99.83
WRITE-IN. . . . .	3	.17
<b>Director, SW Water Mandan</b>		
Vote for no more than 1		
Bob Leingang . . . . .	1,146	99.57
WRITE-IN. . . . .	5	.43
<b>County Official Newspaper MORTON COUNTY</b>		
Vote for no more than 1		
The Morton County & Mandan News . . . . .	1,770	100.00
<b>Mayor HEBRON</b>		
Vote for no more than 1		
WRITE-IN. . . . .	46	100.00
<b>Mayor NEW SALEM</b>		
Vote for no more than 1		
Lynette Fitterer . . . . .	125	90.58
WRITE-IN. . . . .	13	9.42
<b>Commission President FLASHER</b>		
Vote for no more than 1		
Donna Banning . . . . .	9	10.71
WRITE-IN. . . . .	75	89.29
<b>Council Member ALMONT</b>		
Vote for no more than 2		
WRITE-IN. . . . .	14	100.00
<b>Council Member GLEN ULLIN</b>		
Vote for no more than 3		
Cody Schuelke . . . . .	61	26.41
Douglas Martwick . . . . .	62	26.84
Audrey Duppong. . . . .	63	27.27
Jim Chesley. . . . .	28	12.12
Tracey L Harris . . . . .	16	6.93
WRITE-IN. . . . .	1	.43

SUMMARY REPORT

MORTON COUNTY, NORTH DAKOTA  
 PRIMARY ELECTION  
 JUNE 10, 2014  
 NONPARTISAN

RUN DATE:06/17/14 01:27 PM

VOTES PERCENT

VOTES PERCENT

Council Member HEBRON

Vote for no more than 3  
 Chester Brandt. . . . . 71 45.22  
 WRITE-IN. . . . . 86 54.78

Prk Brd Mmbr GLEN ULLIN PARK

Vote for no more than 2  
 Kyle Christensen . . . . . 82 87.23  
 WRITE-IN. . . . . 12 12.77

Council Member NEW SALEM

Vote for no more than 3  
 Aglae Young. . . . . 90 24.86  
 Delton Kautzman . . . . . 118 32.60  
 Delores Klusmann . . . . . 119 32.87  
 WRITE-IN. . . . . 35 9.67

Prk Brd Mmbr HEBRON PARK

Vote for no more than 3  
 Stephanie Hochhalter. . . . . 57 54.29  
 WRITE-IN. . . . . 48 45.71

Council Member - Unexp 2-Yr GLEN ULLIN

Vote for no more than 1  
 Gary Glasser . . . . . 77 96.25  
 WRITE-IN. . . . . 3 3.75

Prk Brd Mmbr NEW SALEM PARK

Vote for no more than 3  
 Bridget Wetch . . . . . 114 46.34  
 Wayne Emil . . . . . 55 22.36  
 WRITE-IN. . . . . 77 31.30

Commissioner 2yr FLASHER

Vote for no more than 2  
 Joanie Rossow . . . . . 83 49.40  
 Roy Brooks . . . . . 5 2.98  
 WRITE-IN. . . . . 80 47.62

Prk Brd Mmbr - Unexp 2-Yr FLASHER PARK

Vote for no more than 1  
 WRITE-IN. . . . . 31 100.00

Commissioner FLASHER

Vote for no more than 2  
 Teree Hanson . . . . . 4 2.41  
 Shelly Meyhoff. . . . . 82 49.40  
 WRITE-IN. . . . . 80 48.19

Prk Brd Mmbr - Unexp 2-Yr GLEN ULLIN PARK

Vote for no more than 1  
 WRITE-IN. . . . . 29 100.00

Commissioner MANDAN

Vote for no more than 2  
 Shauna Laber . . . . . 1,016 47.08  
 Dennis Rohr. . . . . 1,130 52.36  
 WRITE-IN. . . . . 12 .56

Prk Brd Comm MANDAN PARK

Vote for no more than 3  
 Jason Arenz. . . . . 918 26.19  
 Miles Mehlhoff. . . . . 839 23.94  
 Chad Hatzenbuehler. . . . . 865 24.68  
 Ann Keller . . . . . 879 25.08  
 WRITE-IN. . . . . 4 .11

Municipal Judge FLASHER

Vote for no more than 1  
 John Schafer . . . . . 70 92.11  
 WRITE-IN. . . . . 6 7.89

Sch Brd Mmbr A/L MANDAN SCHOOL DISTRICT

Vote for no more than 3  
 Bob Klemisch . . . . . 1,288 35.06  
 Marnie Butcher Piehl. . . . . 1,165 31.71  
 Jay M Volk, Ph.D.. . . . . 1,216 33.10  
 WRITE-IN. . . . . 5 .14

Municipal Judge HEBRON

Vote for no more than 1  
 Myron Stern. . . . . 61 89.71  
 WRITE-IN. . . . . 7 10.29

Sch Brd Mmbr A/L - Unexp 1-Yr MANDAN SCHOOL DISTRICT

Vote for no more than 1  
 Sheldon Wolf . . . . . 1,265 99.84  
 WRITE-IN. . . . . 2 .16

Prk Brd Mmbr FLASHER PARK

Vote for no more than 2  
 WRITE-IN. . . . . 63 100.00

Constitutional Measure 1 MORTON COUNTY

Vote for no more than 1  
 YES- Means you approve t . . . . . 1,066 49.12  
 NO- Means you reject the . . . . . 1,104 50.88

SUMMARY REPORT

MORTON COUNTY, NORTH DAKOTA  
PRIMARY ELECTION  
JUNE 10, 2014  
NONPARTISAN

RUN DATE:06/17/14 01:27 PM

VOTES PERCENT

County Measure 1 MORTON COUNTY

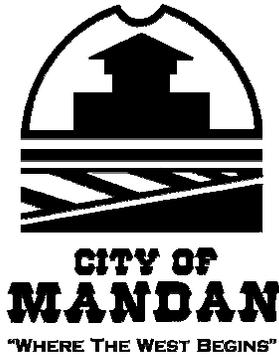
Vote for no more than 1

YES- Means you approve t . . . . .	1,340	64.89
NO- Means you reject the . . . . .	725	35.11

County Measure 2 MORTON COUNTY

Vote for no more than 1

YES- Means you approve t . . . . .	1,164	50.96
NO- Means you reject the . . . . .	1,120	49.04



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 17, 2014  
**PREPARATION DATE:** June 4, 2014  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Engineering & Planning Director  
**SUBJECT:** Consider approval of temporary private access within 31<sup>st</sup> Street half right-of-way

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**STATEMENT/PURPOSE:** A 3 way agreement for construction of a public street was approved at the last city commission meeting. Subsequent to that approval it was learned that a necessary construction easement could not be obtained in a timely manner to allow construction of the water, sewer and street improvements to proceed. The proposal presented today is an alternative solution.

**BACKGROUND/ALTERNATIVES:** Residential projects under construction west of Sunset Drive opposite the new middle school require access to Sunset Drive. The original plan was to construct a public street within the southern half of the 31<sup>st</sup> Street NW right-of-way. Once the land to the north was developed, the other half of the street would be built.

A 3 way agreement was negotiated and approved whereby the developer would install the street to public standards once the necessary utilities were installed.

Due to topography, it was necessary to acquire a temporary construction easement north of the section line in order to install utilities and construct the public street. Unfortunately, the property north of the section line is in a trust and obtaining the needed temporary construction easement is not likely to occur in the near future.

Construction of the first residential building is nearing completion and occupancy is scheduled to occur shortly. This cannot happen without water service and access to Sunset Drive.

In an effort to solve this problem, city staff and the developer propose to allow construction of a private driveway in lieu of a public roadway. This private driveway will not require the temporary construction easement due to the narrower roadway section proposed.

This roadway will only serve the existing development. There is no need for a public roadway at this time. Development of the public roadway can occur at a later date once plans for the property to the north are finalized.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider agreement to allow construction of a temporary private driveway within the 31<sup>st</sup> Street NW right-of-way west of Sunset Drive.

Page 2 of 3

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Before you is a proposed agreement that will be recorded that documents the intent to install a temporary private driveway with the developer committing to participating in any future assessment district that might be formed to construct a public street.

ATTACHMENTS:

1. Agreement

FISCAL IMPACT: The entire cost of the project is being paid by the developer.

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 agreement.

SUGGESTED MOTION: I move to approve the agreement authorizing construction of a temporary private driveway within the 31<sup>st</sup> Street NW right-of-way west of Sunset Drive.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 17, 2014

Subject: Consider agreement to allow construction of a temporary private driveway within the 31<sup>st</sup> Street NW right-of-way west of Sunset Drive.

Page 3 of 3

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Agreement for Construction of Temporary Private Access within 31<sup>st</sup> Street  
NW right-of-way west of Sunset Drive

In order to provide access to **Development**, the City of Mandan authorizes **Developer** to construct a private driveway within the right-of-way of 31<sup>st</sup> Street NW west of Sunset Drive.

**Developer** agrees to maintain private driveway to conditions acceptable to the city.

**Developer** agrees to participate in any future assessment district created to convert the private driveway to a public street.

City of Mandan

Developer

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Justin Froseth  
Planning & Engineering Director

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Arlyn Van Beek, President  
Board of City Commissioners

Attest:

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Jim Neubauer  
City Administrator



**Section 1-04-03 Classification of offenses.**

1. Offense, for which a maximum penalty ~~or of~~ thirty days imprisonment, a fine of one thousand five hundred dollars, or both, may be imposed.

2. Infraction, for which a maximum fine of one thousand five hundred dollars may be imposed, provided that any person convicted of an infraction who has, within one year prior to commission of the infraction for which convicted, been previously convicted of an offense classified as an infraction of state statutes or the ordinances of this or any other North Dakota municipality may be sentenced as though convicted of an offense. If the prosecution contends that the infraction is punishable as an offense, the complaint shall be that the offense is a misdemeanor.

3. All violations of the provisions of the ordinances of this city other than noncriminal traffic offenses are offenses unless specifically labeled infractions or unless a different classification or punishment is specifically authorized.

4. Wherever this code specifies a maximum penalty that is in conflict with subsections 1 and 2 above, the maximum penalties specified in subsections 1 and 2 above shall apply.

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

ATTEST:

\_\_\_\_\_  
Jim Neubauer  
City Administrator

First Consideration: \_\_\_\_\_

Second Consideration and Final Passage: \_\_\_\_\_

Publication: \_\_\_\_\_