

AGENDA
MANDAN CITY COMMISSION
JUNE 7, 2016
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the following Board of City Commission minutes:
i. May 9, 2016 - Joint Meeting with Park Board
ii. May 17, 2016 - Regular Meeting
- E. PUBLIC HEARING:
- F. BIDS:
1. Consider bids for 301 E Main Street
2. Consider award of architectural services for the fire station 3.
3. Consider award of contract for multi-use trail along 3rd Street and 1806 to Northern Improvement Company.
- G. CONSENT AGENDA:
1. Consider approval of the following site authorizations for the Mandan Hockey Club, Inc. from July 1, 2016 through June 30, 2017:
i. Old Town Tavern
ii. Ridge Motel
iii. Silver Dollar
iv. Vicky's Sports Bar
2. Consider approval of special assessment for Snow Removal of 2016.
3. Consider for approval for repairs to the Law Enforcement Center, (LEC) funding from the LEC Building Fund.
4. Consider for approval of the Landfill Compactor lease option and adopt authorization resolution.
5. Consider approval of the following site authorizations for the Cystic Fibrosis Association of ND from July 1, 2016 through June 30, 2017:
i. Stage Stop

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- ii. Colonial Lounge
- 6. Consider approval of final plat for Shoreline Addition
- 7. Consider approval of final plat for NISC Addition
- 8. Consider request to auction a 2002 Ford Taurus assigned to the police fleet.
- 9. Consider amendments to City of Mandan retirement plan related to the sworn officers in ND PERS Law Enforcement Plan
- 10. Consider the contract for services for the City's Employee Assistance Program.
- 11. Consider Portability Enhancement Provision agreements for ND PERS Law Enforcement Plan.
- 12. Consider Towing Contacts for 2016.
- 13. Consider proclaiming June, 2016 as National Homeownership Month in the City of Mandan.

H. OLD BUSINESS:

I. NEW BUSINESS:

- 1. Consider appointment of Dot Frank to Planning and Zoning Commission
- 2. Consider Growth Fund Committee recommendation regarding Storefront Improvement application for 301 E Main Street
- 3. Consider Renaissance Zone Committee recommendations for the following project applications:
 - i. Purchase with improvements of 301 E Main Street by Dr. Kent Schwartz
 - ii. Lease of 301 E Main Street by Schwartz Family Chiropractic Center PC
- 4. Discussion regarding new home construction first \$75,000 exemption
- 5. Consider various recycling items.
- 6. Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

J. RESOLUTIONS AND ORDINANCES:

- 1. First consideration of Ordinance 1240 related to building and lot numbering.
- 2. Consider Resolution approving joining NDPERS Portability Enhancement Provision effective July 1, 2016.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

- 1. June 15, 2016 Special Meeting
- 2. June 21, 2016

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3. June 28, 2016 Special Meeting
4. July 5, 2016
5. July 19, 2016

M. ADJOURN

Public Communication

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

Departmental planning meeting will be held the Monday prior to the Commission meeting, all Commissioners are invited, noon, Veterans' Conference Room. Please notify the city administrator by 8:30 a.m. that Monday if you plan on attending. If more than two commissioners plan on attending, proper public notice must be given.

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The Mandan City Commission met in a Joint meeting with the Mandan Park Board at 5:50 p.m. on May 9, 2016 in the Ed “Bosh” Froehlich Meeting Room at City Hall, 205 2nd Ave NW, Mandan, ND. City Commissioners present were Van Beek, Tibke, Rohr, Braun, and Laber (via conference call). City Department Heads present were City Attorney Brown, City Administrator Neubauer, Finance Director Welch, Planning & Engineering Director Froseth, Planner Decker, and Director of Public Works Wright. Park Board members present were President Arenz, Vice President Knoll, and Commissioners McPherson, and Hatzenbuhler. Also in attendance: Parks and Rec Director Higlin.

New Business:

Item 1: Joint Meeting with Park Board. Park Board President Arenz called the meeting to order at 5:50pm. Mayor Van Beek called roll for the Board of City Commissioners. Parks and Rec Director Higlin presented the site plan for the Sports Complex discussing the recommendations from the traffic study for Old Red Trail. A traffic study was required to be completed and was given to the city staff in February. President Arenz asked City Commission for direction and a potential timeline to improvements to Old Red Trail. Justin Froseth, City of Mandan Planning and Engineering Director, stated that the draft study was done by Kadrmas, Lee, and Jackson (KLJ). The ND Department of Transportation (NDDOT) only wishes to work with the city on all the road improvements directly. It was recommended in the traffic study to widen Old Red Trail with the 3rd lane for left hand turns without holding up west bound traffic. The improvement has to happen before the Sports Complex opens in August of next year. The improvement of Old Red Trail and 1806 was added to the ND Department of Transportation’s (DOT) Transportation Improvement Plan (TIP) in the year 2020, that would be option number 1 is to construct that major project and seek reimbursement from the NDDOT because it is in the TIP in 2020. Option number 2 would be to construct that portion of Old Red Trail immediately adjacent to the Sports Complex to DOT’s standards and specifications and seek that reimbursement in 2020 and that would be a 3 to 4 million dollar project. Then option number 3 which DOT would allow but not support with any funding assistance would be to widen the shoulders enough to get a third lane in and a dedicated left hand turning lane in. And that would be from the intersection of Collins East to past the future 16th Street. At the request of the City, KLJ provided an estimate for option 3 which is estimated at \$550,000. The City would not be eligible for federal funding in the future because it would be a rural section not constructed to NDDOT’s standards. City Engineer Froseth stated that Old Red Trail is a state highway so it qualifies for Urban Regional funding which is different from Urban Roads and is eligible for 80% federal plus 10% state funds so the local share would be 10%. Park Board President Arenz asked if there were any other comments related to Old Red Trail.

Director Higlin stated that the current water line needs to be relocated away from the turf field and track. The Park District presented at the November Joint meeting about the City participating in relocating water and sanitary sewer as part of future 16th Street SE. The Park District only needs an 8 inch water line to feed the Sports Complex and that would be paid for by the Park District. Bid Package 1 has been awarded which includes water and sanitary sewer lines to be installed within the next sixty days. At the November Joint meeting, Commissioner Tibke stated that the City isn’t a developer and will not participate in the utility relocation. The Park District has moved forward doing them on their own property, but long term it would make sense to put those into 16th Street and extend onto Old Red Trail. Director Higlin asked when Old Red Trail and 16th are constructed; will utilities that we are currently paying for going to be abandoned and reallocated over to those streets?

Commissioner Tibke stated that is something that they will need to discuss at the May 17th meeting.

Director Higlin presented potential site plan for the renovation of Faris Field into two ball diamonds. The Park District has received a request from Jeff Wright, Public Works Director, about potential construction on City property, relocating the road, or expanding onto Park District property. The property line between the City and the Park District is in question and will be finalized once a survey has been completed. Director Higlin would like to make a greenway transition between the west tennis courts, newly constructed ball diamonds, develop a parking lot between Faris Field and youth ball diamonds. Jeff Wright, City Public Works Director, stated they do have an engineer/architect on staff. We are looking at a preliminary concept drawing, trying to combine the city property. Right now we have a lot on the north side of 5th Street and a lot on the south side of 5th Street. So we are looking into combining 2 lots into one parcel which would be vacating a portion of 5th Street SW. We would potentially have to improve 7th Street SW as part of the access to this area if we do vacate a portion of 5th Street and relocate 5th Street. Another option with our first concept would be remodeling an existing utility building and making that our Administrative building for employees and staff. In addition to that a parking lot would be provided. An option with that parking lot would be to provide parking for our city staff and visitors during the day and utilize that parking lot for Parks and Rec activities during the evenings and weekends. Director Higlin asked what the timeline is for this project. Jeff Wright stated that the timeline right now would be to have the bids out by July and break ground late in the fall. Commissioner Tibke requested that Public Works Director Wright present an agreed upon plan for commission approval before that happens. President Arenz stated that if the City is requesting additional park property; please work with staff to develop a plan and bring it before the Park Commissioners for approval before proceeding with construction.

Park Board Commissioner Hatzenbuhler asked what can be done in the west portion of Mandan to get it growing. Commissioner Rohr stated that if the developer has an interest in a property, he has to have a plan and present that to the appropriate departments. Park Board President Arenz stated that the plan that was presented to them about 7 years ago was to have another golf course and at that time we didn't think Mandan could support a third golf course. Bob Decker, City Planner, stated that he has not heard anything from this developer recently. The last time he presented a plan there were some issues because of the topography and the fact that there would be some fairly expensive infrastructure costs. The high school coulee is a designated flood plain now, so there were questions on what they could do in the flood plains. This project went dormant because there were other projects he was working on. Neighbors from the west talk about some possible development of large lot ranchettes. There is some interest in trying to develop south of the interstate, but because of the topography it is tough to do. It is not cheap land and not easy to develop. Mayor Van Beek stated it is up to the developers to be there. But you look at the topography of that land; it is going to take some dollars. Mr. Decker added that we adopted a Land Use and Transportation Plan to try to guide development and what would be the most appropriate use for the land, so we have that piece of the puzzle in place. This area is included in that plan. Mr. Froseth stated that regarding the question of what the city is doing to grow towards the west, the city has sent in applications, talking about Urban Roads program before for funding assistance for future collectors, arterials; and Boundary Road was one of those roads that we applied for, (for that DOT funding). This type of project is eligible for federal funding, but the DOT highly favors reconstruct projects - projects to improve existing roads over a new corridor.

Director Higlin stated that the 47 acres of land purchased in the north is set aside for future growth for

Park District needs. There are no plans or timetable to develop at this time. Park Board Commissioner Hatzenbuhler stated this is something that will be discussed further at the Park Board retreat in July. Commissioner Tibke stated to make sure we can get our land use to your retreat so you can see what the future plans are and compare.

Director Higlin stated that the rehabilitation of Millennium Trail starts at Ft. Lincoln Trolley and will end at 19th street. That will be bid on Friday. Then start construction shortly after that. The idea is to be done by Labor Day weekend and the Kroll's Marathon is also taking place in Mandan. Higlin also wanted to share some information on what is going on. Raging Rivers opens May 31st, June 2nd, 3rd, and 4th we have the State Soccer tournament, the Men's 35 and over National Softball tournament August 26-28th, State Class A Girls golf in October, we have Slide the City on August 27th, and our outdoor movie on September 23rd.

Mayor Van Beek stated that right now the Park Board receives 30% of State Aid Distribution and right now the commission had discussed cutting that to 25%. City Administrator Neubauer stated that the city is experiencing a 28% cut in state aid distribution for 2016. For the Park District it is about \$200,000. Commissioner Tibke stated they are looking at several ways we can recoup funding not only for this year but for the upcoming budget year. With reduction of funding from the state, we have to look at absolutely everything on our budget. City Finance Director Welch stated that a 5% reduction is equal to approximately \$80,000-\$100,000 impact to the Park District. Commissioner Tibke stated that with the City cut, the Park Board will see a cut as well. Park Board President Arenz stated they want to do everything possible to help the City stay in budget. President Arenz requested that we get an exchange for the possible cut in State Aid funds. Commissioner Tibke stated that just from a budget perspective, the problem is the shortage of State Aid funds, and this is one solution because other communities provide 30% to the park districts, some get less. There comes a time where we need to reassess. If the City of Mandan has a burden, everyone has to share the burden. Finance Director Welch stated that the Bismarck Park District receives 23.7% of State Aid. Director Higlin stated that currently the Minot, Mandan and Devils Lake Park Districts each receive 30%, West Fargo receives 28% and Jamestown is 26%. Then you have different funding scenarios with Dickinson receiving 13.8%, but then they get all the hospitality tax funds. It is based on per capita, so when you get 23% of their population verses 30% of ours, they are still receiving more money. From the Park District side, we never budgeted 100% of what we collect each year because we know each year can fluctuate. So there were years where we were budgeting \$350,000 and we would receive \$575,000. Our total collections were \$600,000 and we budgeted about \$525,000. The Park District has planned for future potential shortfalls. Both Boards want to hold off on passing the responsibility of making up for the shortfalls on to the taxpayers.

ADJOURN

Motion to adjourn the joint meeting was at 7:26pm. Motion made by Commissioner Rohr, seconded by Commissioner Laber. Motion passes.

/s/ James Neubauer
James Neubauer,
City Administrator

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

The Mandan City Commission met in regular session at 5:30 p.m. on May 17, 2016 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Rohr, Tibke and Braun. Department Heads present were Finance Director Welch, Police Chief Ziegler, City Attorney Brown, City Administrator Neubauer, Fire Chief Nardello, Business Development & Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, and Building Official Lalim. Absent: Commissioner Laber, Assessor Shaw, and Director of Public Works Wright.

B. APPROVAL OF AGENDA: Commissioner Braun moved to approve the Agenda. 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 interested to speak for or against any items on the Agenda to come forward.

Kent Schwartz, a Chiropractor whose clinic is located at 503 East Main Street came forward to speak about Item No. 2 under New Business: “*Consider approval of a request for bids for the sale or lease of the land at 301 E Main Street*”. He also mentioned that he is anticipating celebrating 20 years of practice in Mandan next year. In October 2015 he attempted to get a lease from his present landlord to continue with the lease at his current location, (which has not yet been received). His lease is up August 30, 2016. He said that he started looking for another location (to move to) in January. However, there aren’t many open, adequate spaces in Mandan. He said he tried to secure a lease on the Dollar Store property at 301 East Main prior to all the current action going on with that building. He found out there was no lease on the land. It appears the City has failed to secure a lease on that land since 2006, only the building. Since there was no lease he found out he is not able to secure the land. So now the City is either leasing or selling the land. Dr. Schwartz said he approached City Administrator Neubauer and Business Development and Communications Director Huber about leasing the land and they told him the City would probably do a similar lease as they have in place with Hirsch Floral. Hirsch Floral pays approximately \$260 per month for that space. He would like to secure the 1,500 sq. ft. building to the west side of the Dollar Store building and would like to plan to redo that area as well as do a remodel on the inside for a clinic. He said he has 2 options: (1) Stay where he is and try to get a lease; or (2) Move to another location that he is considering in Bismarck. He would rather stay here in Mandan. He requested the Commission consider the lease option similar to the Hirsch Floral lease arrangement.

Mike Koch came forward to speak stating that he is interested in the sale or lease of the property at 301 East Main Street. He indicated that he is the current landlord for Mr. Schwartz and that there have been options available to renew his lease which runs through August. Mr. Koch stated he is interested in that building at 301 East Main. He indicated that about 20 years ago he tried purchasing the building where the Pizza Ranch is. The City has the lease on that building. He stated that the Architectural Committee at that time did not allow for the buildings to be torn down, cleaned up, or moved back to the proper setback. He does not think setting a price of \$260 for a lease is fair and he

thinks it should be put up for bids to let someone come in and present a decent product to the City that could go on that property.

A second announcement was made inviting anyone to come forward to speak on the Agenda. Hearing none, this portion of the Public Communications was closed.

D. MINUTES:

1. *Consider for approval the minutes from the May 2, 2016 Board of City Commission Working Session.* Commissioner Tibke moved to approve the minutes as presented. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

2. *Consider for approval the Board of City Commission May 3, 2016 regular meeting minutes.* Commissioner Braun moved to approve the minutes as presented. Commissioner Tibke 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 and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 203, Project 2016-03 (West Hills Estates 4th Addition).* Planning & Engineering Director Froseth presented a request to approve an award of bids for Street Improvement District No. 203, Project 2016-03 (West Hills Estates 4th Addition). Three bids were received on 5/10/16 for the project in which Mariner Construction was the low bidder in the amount of \$365,020.62. The Engineer's estimate was \$415,868.40. The bid is 12.3% lower than the engineer's estimate. The Project will be paid for by special assessments from the benefiting properties within the district. The construction cost of the project is \$365,020.60 plus the engineering and administrative cost of \$127,757.22 for a total project cost of \$492,777.84. The special assessments will be assessed to the 19 benefitting lots wherein each lot will receive an estimated \$25,935.68 assessment.

Commissioner Braun moved to approve awarding the bid to Mariner Construction in the amount of \$365,020.62 for Street Improvement District 203 Project 2016-03 (West Hills Estates 4th Addition and approve the Resolution approving Contract and Contractor's Bond. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider award of bid and approving Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 206, Project 2016-07 (Big Sky Additions).* Planning & Engineering Director Froseth presented a request to review an award of bids for Street Improvement District No. 206, Project 2016-07 (Big Sky Additions). He stated that on March 1, 2016 the Mandan City Commission approved the Resolution creating district, Resolution approving Engineer's Report,

Feasibility Report, and Resolution of Necessity. On April 5, 2016 the Mandan City Commission approved the Resolution determining insufficiency of protest. On April 19, 2016 the Mandan City Commission approved of the plans and specifications and approved advertising for bids for this project. Two bids were received on 5/10/16 for the project. Mariner Construction was the low bidder in the amount of \$801,935.00. The Engineer's estimate was \$936,197.90. The bid is 14.3% lower than the engineer's estimate. The construction cost of the project is \$801,935.00 plus the engineering and administrative cost of \$280,677.25 for a total project cost of \$1,082,612.25. The special assessments will be assessed to the benefitting lots wherein each unit of cost will receive an estimated \$22,321.90 assessment.

Commissioner Rohr moved to approve awarding the bid to Mariner Construction in the amount of \$801,935.00 for Street Improvement District 206 Project 2016-07 (Big Sky Additions) and approve the Resolution approving Contract and Contractor's Bond. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider the award of bid and a contract for the fabrication and installation of way-finding signs.* Business Development and Communications Director Huber presented a request to consider bids for visitors way-finding sign fabrication and installation. On April 19, 2016, the City Commission approved extending a request for bids for shop drawings, fabrication, permitting, shipping, and installation of multiple vehicular way-finding signs, posts, break-a-way bases, and other incidental work at 24 locations throughout the City of Mandan. The purpose of the proposed signs is to provide direction to visitors for various attractions and destinations, as well as provide a sense of community branding and character. Public notices of the request for bids were published in the Bismarck Tribune on 4/22/16, 4/29/16 and 5/6/16 and in the Mandan News on 4/22/16 & 4/29/16 and also on the City's website and through Quest Data Network. Project consultant Berberich Design previously received tentative approval of the sign package proposal from the ND Department of Transportation with final approval to be given once the package is bid out and the fabricator produces engineered shop drawings that are signed and stamped by a professional engineer. Co-consultant KLJ will be over-seeing the sign installation.

Two bids were received by the opening date of 5/13/16 from: (1) Mann Signs, Bismarck, ND at \$79,200 with a bid for the alternate of \$1,022; and (2) Color-Ad, Manassas, VA at \$99,836 with an alternate deduct of \$1,705. The bids are well within the budget for this project. A maximum of \$250,000 was approved for the project from the Visitors Promotion Capital Construction Fund which is generated with the 1% City restaurant and lodging tax for this project. Visitor promotion funds must be used in accordance with NDCC 40-57.3-02 for tourism or the purchase, equipping, improving, construction, maintenance, repair, and acquisition of buildings or property consistent with visitor attractions or promotions. The contract for design and construction administrative services with Berberich Design is for \$55,985 with reimbursable expenses estimated at \$3,200. It is expected that the total project will be less than \$141,007. The

recommendation is to approve the award the low bid submitted by Mann Signs as well as the contract for a total price of \$80,222.

Commissioner Braun moved to approve the low bid submitted by Mann Signs in the amount of \$80,222 with the alteration option and approval of the contract. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

G. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider approval of a correction in 2015 True & full Value for Travis & Debbie Toepke.*
3. *Consider approval of CPM Agreement with NDDOT for Downtown ADA curb ramp replacement.*
4. *Consider temporary closure of Red Wing Drive for soccer event.*
5. *Consider sale of City of Mandan property with an estimated value over \$1,000 by the Public Works Department.*
6. *Consider approval of beer garden and street dance application for Buggies-n-Blues, Wild West Grill Fest and Oktoberfest (all for Mandan Progress Organization).*
7. *Consider approval of beer garden application from the Mandan Eagles Club for the All-School Reunion for Saturday, July 2, 2016.*
8. *Consider approval of Silver Dollar Bar application for beer garden and street dance for June 11, 2016 and July 2-3, 2016.*
9. *Consider approval of site authorization for Horse Race ND from July 1, 2016 - June 30, 2017 at the following: (i) Moscow Bar; (ii) Strawberry Bar.*
10. *Consider approval of Site Authorizations for the Fort Abraham Lincoln Foundation from July 1, 2016 - June 30, 2017 for the following: (i) Lonesome Dove; (ii) Seven Seas (Baymont Inn & Suites); (iii) Midway Lanes.*
11. *Consider approval of the following games of chance: (i) Ryker Wallace Benefit at Roughrider Harley Davidson from June 1, 2016 through August 27, 2016; (ii) Rug Rat Benefit Softball Tournament (Bismarck Cancer Center) at Mandan Softball Complex on June 3, 2016.*

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider approval of a Fire Code Appeals Board.* Fire Chief Nardello brought before the City Commission a matter wherein he explained that the International Fire Code provides for a Board of Appeals to hear and decide any appeals of orders, decisions, or determinations made by the fire official by a business owner if he should

feel the fire official misinterpreted the Code. He said that the International Fire Code requires a Board of Appeals within our jurisdiction and that Board shall consist of five voting members that must be confirmed by the Mandan City Commission. The five member Board should include a design professional, fire protection engineer, industrial safety professional, general contractor, and general industry representative. He said that he has contacted six individuals that fit the categories recommended by the International Fire Code. The recommendations are:

- Design professional – Rich Zittleman, Al Fitterer Architects
- Fire protection engineer – Randy Abels, Rapid Fire Protection
- Industrial safety professional – Jerry Cozzi, Electric Scientific (Jamie Reinholt alternate)
- General Contractor – Brandon Sandberg – Northwest Contracting
- General Industry – Joseph Cox, Bismarck Fire Marshal

Chief Nardello stated that there is a pending appeals meeting scheduled for this week if this Board approves this Appeals Board. Three, possibly four, appeals have been received in the 18 years he has been in this position. The Board of Appeals members have retired over the last 5 years and Rich Zittleman is the only member on the original Board of Appeals. This request is to fill the vacant positions on the Board of Appeals (which has always been in place). The recommended individuals came forward as volunteers. City Attorney Brown commented that the Fire Code is very specific about the type of qualifications for this Board of Appeals.

Commissioner Rohr moved to approve the appointments of Rich Zittleman, Randy Abels, Jerry Cozzi, Jamie Reinholt (alternate), Brandon Sandberg, and Joseph Cox to the Mandan City International Fire Code Board of Appeals. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider approval of a request for bids for the sale or lease of the land at 301 E Main Street.* City Administrator Neubauer presented a request for consideration of offering city-owned land at 301 E Main Street for sale or lease. He explained that the City obtained this property (land only) as part of a swap in 2006 from BNSF when the Mandan Farmers Elevator was on the site of the Family Dollar & O'Reilly's Auto Parts. He explained how the property was acquired by BNSF from the Mandan Farmers Elevator that was going through a bankruptcy at the time. There were discussions at that time between the City and BNSF wherein if the City acquired the property they would tear down the elevator. (This was contracted out and it was torn down.) The two individuals interested in the property spoke earlier this evening. The City does not own the building, only the land. The request before the Commission is to either put the property up for sale under a sealed bid process or try to bid out some type of lease arrangement. Thus, whoever would pay the highest dollar for the lease would be considered for the property. The property owned by the City is 17,815 sq. ft. There is a piece of the property on the south part toward the railroad track that is still owned by BNSF and is under lease with the Freidt's. It is believed that the building was built over

BNSF property back when it was a lumber store. There are private property owners both on the east and west sides. It is a little different than the Hirsch Floral lease because the Hirsch Floral building is in between public properties on both sides. Therefore, if the City ever wanted to purchase that building they potentially could do that. In this case, there is private property on both sides with a piece of public property in the middle. The recommendation after discussions with City Attorney Brown and Business Development & Communications Director Huber is to offer that property for sale.

Commissioner Rohr summarized that there are two people interested in the property and there appears to be a business difference amongst the two individuals regarding their business arrangement. On the other hand, one of the individuals would like to assume the property and do something with it perhaps by reconstructing the building. Mr. Koch came back to the podium and said he is not necessarily interested in buying the property, but if it does change hands the City should enforce cleanup at or near the premises of the building. He commented that if he is unsuccessful in getting the property and the City gets a lease on it, he is requesting that the inspection department, the fire department and proper parking should all be addressed by the City.

Commissioner Rohr said that Dr. Schwartz intends to remodel the building to accommodate his business needs. Dr. Schwartz confirmed that his plan is to clean up the premises and expand his business by adding a Health Food Store. He said he has been attempting since October to get a lease. He does not want to keep putting this off because he will lose out on his options. He anticipates that costs of about \$500,000 are needed to put into the renovation of the building. He would rather lease the property than purchase the land. Dr. Schwartz stated he has been working with the Growth Fund and Renaissance Zone Committees as to funding options that may be available.

Commissioner Tibke asked Director Huber if putting out a competitive bid on the full project on the property has been discussed. Director Huber replied that the matter has been discussed with City Attorney Brown and because this property is encumbered with a building that the City does not own it has been a more complex situation than just offering a piece of vacant land for redevelopment for sale. Mr. Schwartz has submitted an application for a Renaissance Zone Storefront Renovation and it has been before the Mandan Architectural Review Commission with plans to submit a revised application with upgraded building materials for consideration at their next meeting. Commissioner Tibke summarized that the Dollar Store owner is retiring and selling the building which she owns and Dr. Schwartz is working with her on leasing or purchasing from her. The issue is that the land needs to be leased or purchased from the City. Commissioner Braun commented that he does not believe the City should be in the business of leasing property. However, there is another City owned property that is in a similar situation that is a form of investment for the City. The question to be determined is, do we keep the land and lease it or do we sell it?

Mayor Van Beek stated that the City owns the land not the building that sits on it with private land on both sides of the land. Commissioner Rohr agreed that the City needs to

decide to lease or sell the land. The second decision would be whether we open it up for competitive bids?

Mayor Van Beek stated there is one decision to be made: do we sell it or do we want to rent it, because we have two people interested in the property. Either way the City will have to open it up to be fair to the parties. Since the land is considered to be landlocked, it may be best for the City to sell the property because the City will not be able to do anything on either side of the property. Commissioner Tibke stated that it is the recommendation to sell the property so everyone is afforded an opportunity to bid on it. At the same time, the current owner of the business located in the building, (who also happens to own the building), presumably is planning to sell the building to Dr. Schwartz. But she is leaning towards selling since it is city-owned and we need to be fair to the public.

Commissioner Tibke moved to approve extending an invitation for bid for the sale of city-owned land at 301 E Main Street with a minimum price of \$61,200 or \$3.44 per sq. ft. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: No; Commissioner Van Beek: Yes. The motion passed.

3. *Consider funding requests from the Mandan Progress Organization Funding Committee.* Del Wetsch, Executive Director of the Mandan Progress Organization (MPO), presented a request for funding from the City of Mandan for the advertising budget in the amount of \$20,000 which would be awarded on a 50% Mandan Dollars and 50% cash basis. Mr. Wetsch said that organizations need to provide criteria of how monies are spent and the impact each event has on the community. He explained how funding needs add to the economic and well-being of the community while increasing the quality of life for the citizens. A formal letter from the MPO was reviewed with a list of 19 applicants for the 2016 Funding Grants requests.

Commissioner Rohr moved to approve the amounts suggested for the organizations as presented by the MPO Funding Committee and approved by the MPO Board of Directors on April 25, 2016. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider the swapping of projects within the Transportation Improvement Program (TIP).* Planning and Engineering Director Froseth presented a request to swap projects within the Transportation Improvement Program (TIP) and forward that endorsement to the Metropolitan Planning Organization (MPO) and Department of Transportation (DOT). He explained that in December 2015 the Engineer's Office presented a list of Urban Roads Program projects for Commission approval. Those projects were those that were proposed to apply for federal funding in the year 2020. The request was submitted to the MPO who in turn forwarded it to the DOT after the MPO had prioritized the projects. The first one on the list was a project to reconstruct the stretch of McKenzie Drive SE between the west side on and off ramps to 46th Avenue SE

that included installation of traffic signals at the intersection of McKenzie and 46th Avenue. As part of the submission, it was noted that if approved, the City would want to look at swapping that project for a similar cost project currently scheduled for reconstruction in 2017, that being 27th Street NW. While 27th Street NW from 1806 to 8th Avenue is in a degraded condition and due for reconstruction, the City does not feel that it is as urgent of a project as the section at McKenzie. The growth in that area of the City has accelerated more than any other parts of the City. Considering the growth in that area and the anticipated opening of the YMCA in 2017, it has been determined that a traffic light is needed at that intersection sooner than later. The DOT has indicated that they would facilitate this request if submitted as long as it doesn't change the dollar amounts programmed. DOT is waiting for an approval of this request so that they can finalize the 2017-2020 TIP.

These two projects are programmed in TIP for similar amounts. Currently, the 27th Street project is programmed to receive \$809,300 in federal funds in 2017 while the McKenzie project is programmed to receive \$1,052,090 in 2020. If the projects are switched around, the City will still only receive the 2017 amount of about \$800,000 for the McKenzie project. However, that should be enough to pay for the majority of this job, even if it does not rise to 80% of the total project. The local share would be paid for by the sales tax fund, city-wide property taxes, and regional special assessments.

Commissioner Tibke moved to approve the request to swap the McKenzie Drive project within the TIP, year 2020, for the 27th Street project within the TIP, year 2017. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Update on Old Red Trail adjacent to Sports Complex.* Planning and Engineering Director Froseth presented an update on the Old Red Trail project related to the Sports Complex project. He said that at last week's joint meeting with the Parks and Recreation Department, the Engineer's office updated both Commissions on improvements necessary to Old Red Trail in order to satisfy the DOT's concerns about access into the property. The concerns were a result of the traffic impact study done and the recommendation within that study to have a 3-lane roadway in order to dedicate a lane for left hand turns into the property. A substantial project (\$7.5 million) that includes this section is programmed in the state's Transportation Improvement Program (TIP) for the year 2020. In order to satisfy the DOT and accomplish a 3-lane roadway in the meantime though, three options were designed for consideration. The 3 options are:

Option 1 - Proceed with an advanced construction option for entire project allowed by ND DOT for construction as soon as planned with reimbursement in 2020. This consists of concrete repairs on Mandan Avenue, widening of Old Red Trail from Mandan Avenue, through the intersection of Collins Ave, and moving north along Hwy 1806 to 27th Street. Road work project cost for this is preliminary at \$7,500,000. Project funding is approved in the draft Transportation Improvements Plan by the DOT. The City would need to pay for the project until such time federal/state funds would be available. The

state/federal portion would be 90% and local 10%. The \$7,500,000 would be for roadway reconstruction and not utilities.

Option 2 - Proceed with an advanced construction option for a 3-lane roadway from 250' east of the entrance to 16th Street through the Collins Avenue intersection to meet ND DOT and federal highway specifications. This would provide the opportunity for future reimbursement from ND DOT and federal highway for 90% of that cost. The estimated cost is about \$4,000,000. This is not including other utilities and as in Option 1 – if looking for reimbursement from federal and state it would need to be constructed to meet their specifications.

Option 3 - Widen the existing Old Red Trail to support a third lane from 250' east of the entrance to 16th Street through intersection of Collins Avenue and Old Red Trail. The estimated total cost would be \$500-600k. The issue would be that when the full reconstruct of Old Red Trail might occur, say 2020, this work, other than possibly some sub grade prep work would be blown up. Funding could be through a special assessment district.

The Engineer's office has asked the DOT several questions to understand more about these options such as how often is the advanced construction method used and has federal funding ever not come through when stated? How would the DOT view the opening of the complex while the improvements were under contract and perhaps in the middle of construction? We have not received answers to these yet. Some thought has been given to the assessments for each option as outlined:

Option 1 – The City would need to finance the federal and state share until reimbursement becomes available in 2020. The local assessment amount would be on par with the typical amount of assessing such a project which would be half of the 10% local share or 5% of the total project with the other half of the local share funded by the City sales tax fund and city-wide property taxes. Therefore, the assessment amount is expected to be $\$7,500,000 \times 0.05 = \$375,000$. Creating the assessment district will take more time and effort and review in order to make sure we fairly include those that benefit and allocate benefit appropriately. An early look at potential properties that may directly benefit includes approximately 200-300. $\$375,000/200 \text{ properties} = \$1,875/\text{property}$ on average of potential assessments.

Option 2 – This option would be similar if not the same as Option 1. The difference with Option 2 is that there would likely be two periods of assessing. The first assessment period would be when the portion of Old Red Trail adjacent to the park property would be constructed and the second when the remaining TIP project would be constructed. The first assessment amount would likely be near $\$4,000,000 \times 0.05 = \$200,000$. If there are 200 properties within district, then $\$200,000/200 \text{ properties} = \$1,000/\text{property}$ on average assessment. It would take all of 2017 to complete.

Option 3 – This option would not be eligible for federal reimbursement in 2020 thus likely all funded by special assessments. Because of the short-term nature of this simple

widening project and the remaining need for the long-term TIP project, our office believes it would be reasonable to drastically reduce the size of this assessment district down to those properties that are directly adjacent to the improvement. If 5 properties within the district, then $\$550,000/5 = \$110,000$ per property on average assessment. These properties are relatively large and commercial and industrial in nature. These properties are likely to gain the most from this project next to the Sports Complex and the commercial property just east of it. That would have to be taken into consideration when finalizing the benefits and in turn assessment cost allocations of each. This project would bring in road bed material that would benefit the future TIP project and that could be considered within a credit for future assessments needed to construct the TIP project. This could meet the August 2017 opening construction date.

Director Froseth stated that he has contacted DOT regarding the certainty or a guarantee that reimbursement would be there in 2020. The simple answer would be “no”. Congress has passed the federal highway bill for the next five years to fund the transportation bill, and it should come through. The DOT agreed it could not guarantee, but she has never seen a construction project not get their reimbursement when it goes to the respective year.

Finance Director Welch expressed some serious concerns with moving ahead with Options No. 1 and No. 2 due to the availability of funds not being guaranteed and the amount to be financed at this time ahead of 2020.

Commissioner Tibke stated she also has concerns about financing for this project. She has been a strong supporter of this project from the beginning. But she has concerns about the management of this project and as far as the roads go and what is affordable as a community. This project was sold to the community at \$22 million. She has concerns of adding these additional costs to the residents on behalf of the Sports Complex project. She approves of moving forward with the project for 2020, but is not in favor of up fronting the project which will more than likely come before this Commission in 2020. She recommended moving forward with Option 3; but since this is a Park Board project, she suggested the Park Board absorb the costs since they paid for the traffic study. The Park Board has stated their project has come in \$1 million under bid so far, so this should be their responsibility or we move forward with special assessments solely to the Park Board land. She recommended that Commissioner Rohr be assigned to communicate that message to the Park Board, along with Administrator Neubauer, and to bring the results of that discussion back to the City Commission.

Commissioner Rohr stated that he concurs with Commissioner Tibke’s comments. He said that the amount of money needed for this project is more than was anticipated. It does not show good business management not knowing the costs of the project when it was being presented, and then have that entity come back asking for more money when they have a shortfall. The residents approved the project to pay for at that amount, not add-on’s coming in later that affect the taxpayers in that area. Commissioner Braun commented about the funding for Old Red Trail being available in 2020. It may not be; however, that road is badly in need of repairs now. He said he is also concerned about

16th Street. Will the residents be assessed twice? He does not recall discussions about who is constructing 16th Street and where that funding will come from. Commissioner Tibke suggested that any roads on the Park District property related to the project should be paid for by the Sports Complex Project and the Park Board. She reiterated that it is not fair to assess additional cost expenses at a later time. She once again noted that there was plenty of time to determine the expenses at the beginning discussions of this project. She requested that the message that is to be delivered to the Park Board by Commissioner Rohr is to apply the \$22 million towards the project and that the Park Board and City move forward together to build a great project. If the Park Board needs to “tighten their belt, they need to tighten their belt.”

Director Froseth clarified the location of 16th Street where it bisects with the Sports Complex on the west side and commercial property on the east side and will meet up with the existing 16th Street. Commissioner Tibke stated there was a discussion on 16th Street previously and the Commission instructed the Park Board that the City was unwilling to move forward with that, (or possibly with the utilities), but she recalls there have been discussions with the Park Board about that option. Mayor Van Beek commented that regarding this road, it will benefit all of Mandan. It will promote jobs, increase taxes and many other things for Mandan. He is not opposed to discussing with the Park Board a cost-share situation. However, it should be recognized that all of Mandan will benefit from this project. Commissioner Tibke stated that she is not interested in a cost-share of the project. It was a Park Board project driven with a Park Board paid and developer traffic study having been sold to the citizens at a cost of \$22 million.

Commissioner Tibke motioned to approve Option 3, special assessing their project, their land, or they (Park Board) pay for it up front and also that Commissioner Rohr be assigned to work with Administrator Neubauer and the Park Board on this matter and to come back with a recommendation at the June 7, 2016, City Commission meeting.

Commissioner Tibke commented that it is encouraging that Director Froseth indicated the project could meet the August 2017 deadline and the cost share with the state could bring down the overall cost to the citizens in the area so it is a win-win for everyone.

Commissioner Tibke requested the Park Board look at the project and how the bids are coming in under cost; and that they absorb this into their project so the citizens are not paying twice for that cost. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

6. *Consider Request for Annexation and utility service at 2300 14th Avenue SE.*

Planner Decker reviewed a letter received from the property owners at 2300 14th Avenue SE requesting annexation in order to obtain City utility services. He explained that Albert and Luella Kroh own the property at 2300 14th Avenue SE. Some of the properties along 14th Avenue SE are in the City and some are not. This piece of property is not in the City but the properties on each side of it are in the City. There are City owned and operated potable water and sanitary sewer lines within the 14th Avenue SE areas that have capacity to serve this property. The Krohs are interested in obtaining City potable water service

due to the poor quality of their private well. Their on-site wastewater disposal system is functioning properly which has been verified by Custer Health Department, so there is no urgency to convert to a City sanitary sewer service at this time.

Commissioner Rohr moved to authorize staff to prepare an agreement to accomplish annexation and provide city services to the property located at 2300 14th Avenue SE. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

1. *Consider Resolution Authorizing Issuance of \$5,030,000 Refunding Improvement Bonds of 2016, Series A.* Finance Director Welch stated that this resolution is necessary in order to finalize the sale of the refinancing which the Board approved on May 3, 2016. Commissioner Braun moved to approve the Resolution Authorizing Issuance of \$5,030,000 Refunding Improvement Bonds of 2016, Series A. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

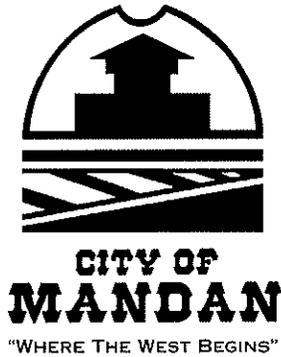
K. OTHER BUSINESS:

1. Mayor Van Beek announced that the Morton County Land Use Study Public Input meeting is currently in session at Mandan Middle School from 6:00 - 8:00 p.m.
2. Mayor Van Beek announced that on Saturday, May 21, 2016, an event called *Touch a Truck* will be held on Main Street in Mandan from 11 a.m. to 4 p.m.
3. Commissioner Braun announced that on May 19, 2016, there is an event called *Ride your bike with the Mayor* at 6 p.m. beginning at Raging Rivers. The Bismarck Mayor will also be participating in the event.

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 6:57 p.m. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners



Revised June 7, 2016-Bids No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 3, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider sale of land at 301 E Main Street

STATEMENT/PURPOSE: To consider bid(s) received for the property at 301 E Main Street.

BACKGROUND/ALTERNATIVES: On May 17, 2016 the commission determined to put the property it owns at 301 E Main St up for sale. The minimum bid required is \$61,200 and bids must be in the form of a cashier's check, bids to be submitted by Tuesday, June 7, 2016 at 10:00 a.m. Interest has been expressed by two parties. The advertisement for sale has been placed in the Mandan News on Friday, May 20 and May 27th.

In consultation with City Attorney Brown, ordinance and action by the commission called for the sale of real estate and thus does not outline subjective considerations for sale of the real estate and therefore the award is made to the highest bidder.

Additional information will be forthcoming after bids are opened on June 7.

The bid opening was held on June 7, 2016 at 10:00 a.m. Dr. Schwartz was the only bid received. The bid was in the form of a cashier's check for \$65,000.

ATTACHMENTS: draft purchase agreement

FISCAL IMPACT: \$65,000

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown has prepared purchase agreement which is attached.

RECOMMENDATION: I recommend accepting the high bid of \$65,000 and execute the appropriate documents to sell the property to Dr. Schwartz.

SUGGESTED MOTION: I move to accept the high bid of \$65,000 and execute the appropriate documents to sell the property to Dr. Schwartz.

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, between City of Mandan of 205 2nd Avenue NW, Mandan, ND 58554, whether one or more, "SELLER," and _____ of _____, whether one or more, "BUYER," under which Seller agrees to sell and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth the following described real property located in the County of Morton, State of North Dakota:

Lot 3, Block 1, BNSF Commercial Park 1st Addition to the City of Mandan

(the "Property").

The terms and conditions of such sale and purchase are as follows:

1. **PURCHASE PRICE:** The purchase price is \$_____, payable in cash, subject to adjustments herein set forth, at closing. Payment shall be in cashier's check.

2. **AS IS:** Buyer has made or will make an inspection of the Property and is relying on its own inspection and judgment as to the condition of the premises and not on any representations of Seller. This sale is made "as is" and without any warranties of any kind, except those set out in this Agreement, and without any implied warranties whatsoever, including those of fitness or merchantability. Furthermore, Seller has not made any representations as to the presence of hazardous substances located on the Property, and Buyer agrees to rely solely upon Buyer's own examination and testing (which is to be done, if at all, at Buyer's expense) in regard to the possible existence of hazardous substances upon the Property. Hazardous substances is intended to include, but not be limited to, the following: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic or hazardous pollutant, contaminant, chemical material or substances defined as hazardous pollutant, contaminant, chemical material or substances defined as hazardous or as a pollutant or contaminant in, or the release of disposal of which is regulated by any law or regulation. The provisions of this paragraph shall survive the closing of this Purchase Agreement regardless of whether it appears in any further documentation implementing the closing of this Purchase Agreement. Should Buyer in its inspection of the premises, discover unacceptable environmental conditions/hazardous substances, or unacceptable soil conditions which would prevent utilization of the property as planned, then Buyer, at its option, may cancel this Agreement prior to closing and demand the return of all monies paid to Seller by Buyer.

3. **BID:** Buyer has tendered a cashier's check in the amount of \$_____ as and for Buyer's bid for the purchase of the Property, receipt of which is hereby acknowledged by Seller.

4. **DEFAULT:** Should Buyer default in completing the terms and conditions of this Purchase Agreement, the bid tendered herewith by Buyer shall be forfeited as liquidated damages.

Should Seller default in completing the terms and conditions of this Purchase Agreement, Buyer, at its option, may demand specific performance under the contract or may demand the return of all monies paid by Buyer to Seller. Seller and Buyer have made a reasonable endeavor to fix a fair and reasonable compensation for Buyer's breach and that the amount thus established is acknowledged by both Seller and Buyer to bear a reasonable relation to probable damages and is not disproportionate to any damages that could reasonably be anticipated.

5. **TITLE INSURANCE:** Within 20 days after execution hereof, Seller shall furnish Buyer with an owner's policy of title insurance in an amount equal to the purchase price to the Property showing marketable title in Seller free and clear of all liens, encumbrances and defects except easements, and mineral grants and reservations of record, and any liens or encumbrances to be satisfied by Seller prior to or at closing.

6. **TAXES AND SPECIAL ASSESSMENTS:** Taxes and installments of special assessments for 2016 and all prior years shall have been paid by date of closing. Taxes and installments of special assessments for 2017 and subsequent year shall be the responsibility of the Buyer. Buyer shall be obligated for the balance of unpaid special assessments on the Property.

7. **CLOSING AND POSSESSION:** Closing and possession of the Property shall occur on or before _____, 2016, subject to any extension of time herein granted in the event that title to the Property should be found unmarketable and subject to change by mutual agreement of Seller and Buyer.

8. **CLOSING COSTS:** Seller shall be responsible for the following closing costs:

- (a) owner's title insurance policy for the amount of Buyer's bid,
- (b) preparation of warranty deed,
- (c) preparation and recording of releases, satisfactions and corrective documents.

Buyer shall be responsible for title examination fees and recordation of warranty deed to Buyer.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor.

9. **OTHER CONDITIONS:** Buyer acknowledges that the Property contains a building not owned by Seller. Seller makes no representations regarding the status of said building on the Property.

10. **BINDING EFFECT:** This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

11. **GOVERNING LAW:** This Purchase Agreement shall be governed by the laws of the State of North Dakota.

12. **COUNTERPARTS:** This Purchase Agreement shall be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.

13. **TIME:** Time is of the essence of each provision of this entire contract and of all the conditions thereof.

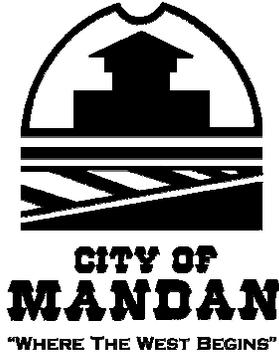
IN TESTIMONY WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

“SELLER”

“BUYER”

CITY OF MANDAN:

By: _____



Bids No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 3, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider sale of land at 301 E Main Street

STATEMENT/PURPOSE: To consider bid(s) received for the property at 301 E Main Street.

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In consultation with City Attorney Brown, ordinance and action by the commission called for the sale of real estate and thus does not outline subjective considerations for sale of the real estate and therefore the award is made to the highest bidder.

Additional information will be forthcoming after bids are opened on June 7.

ATTACHMENTS:

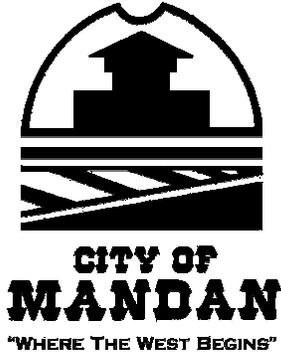
FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: May 27, 2016
SUBMITTING DEPARTMENT: Fire Department
DEPARTMENT DIRECTOR: Steve Nardello, Fire Chief
PRESENTER: Steve Nardello, Fire Chief
SUBJECT: Award of Architectural Services

STATEMENT/PURPOSE: To consider award of architectural services for the fire department station 3.

BACKGROUND/ALTERNATIVES: The Mandan Fire Department advertised for the request of proposals for architectural services of fire station 3 to be received no later than 3:00 pm CST on Friday, February 26, 2016. Proposals were received from Architectural Concepts, Al Fitterer Architect, EAPC Architects, GT Architecture, JLG, and TL Stroh. The six proposals were then given to a selection committee consisting of Mayor Van Beek, Chief Ziegler, Building Official Lalim, Public Works Director Wright, and I. The firms were rated on fire station design experience, professional fees, proposal/presentation, project team, and references. Once the committee scored all five proposals, interviews were then conducted on May 26th with the top two scoring firms (TL Stroh Architect & Interior Design and EAPC).

Although EAPC submitted a lower cost proposal, \$98,000, the committee felt that the City of Mandan and Mandan Fire Department would be best served by awarding architectural services to TL Stroh Architect & Interior Design. TL Stroh has designed over 200 fire stations and employs a retired fire chief of over 23 years as part of the design team. TL Stroh is located in Fargo however; they have assured us that the distance from their office to Mandan will not cause any issues and that they currently have projects under construction in Bismarck with no issues as a result of having their office located in Fargo. TL Stroh submitted a proposal of \$115,000 which included bidding process, construction administration, and equipment design. I recommend that we contract with TL Stroh for services through the construction documents phase for \$82,500 and continue with the remaining services as the project progresses towards construction.

ATTACHMENTS:

FISCAL IMPACT: TL Stroh architectural design fees are \$82,500 with funding provided through the HUB City line item. The proposed design fees would move the project to the construction document phase and not through the bidding process until such time when the City of Mandan is ready to complete the entire construction project. None of the submitted proposals

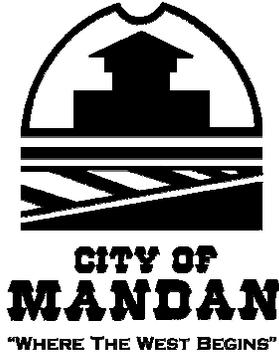
included site survey or storm water plans therefore those costs would be included in the total project at the time of bidding.

STAFF IMPACT: Fire department staff will spend time to meet with TL Stroh staff to develop plans and proposals.

LEGAL REVIEW: City Attorney will review contracts with TL Stroh if the Mandan City Commission approves this recommendation.

RECOMMENDATION: I recommend the Commission award the architectural services for fire station 3 design, not to include construction or bidding, to TL Stroh Architect & Design for the amount of \$82,500.

SUGGESTED MOTION: Move to award the architectural services for fire station 3 design, not to include construction or bidding, to TL Stroh Architect & Design for the amount of \$82,500.



Bids #3

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 3, 2016
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Millennium Trail Bid Award and Contract

STATEMENT/PURPOSE: To approve the low bid of Northern Improvement Company for two segments of trail reconstruction within the city.

BACKGROUND/ALTERNATIVES: The Mandan Parks and Recreation Department identified a trail improvement project in southeast Mandan. The trail to be improved would be from the trolley station off of 3rd Street to the west at 11th Avenue SE where the first segment would end. The second segment would pick up along 1806 near the intersection of 8th Avenue and would continue south and east to 19th Street, the end of the project. Because of the two separate segments there are two separate project numbers even though it will effectively be one project.

Bids were received by the DOT on May 13th for this project. The only bid received was from Northern Improvement Company. Their bid came in at \$253,997.80, about 8% below the engineer's estimate.

The City of Mandan is considered a sponsoring agency for the Parks and Recreation Department for NDDOT agreements. As such, the city must approve of awarding the contract even though the city does not have any cost participation responsibility.

ATTACHMENTS:

- 1) DOT letter approving of authorization to award contract
- 2) Abstract of Bids Received
- 3) Agreement Between Owner and Contractor for Construction Contract
- 4) Notice of Award
- 5) Letter from Parks and Recreation indicating their responsibility for local share of costs

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items forwarded to City Attorney for his review.

RECOMMENDATION: Approve the agreement.

SUGGESTED MOTION: Move to approve the Agreement Between Owner and Contractor, Northern Improvement Company, for Construction Contract for projects TAU-LCT-1-806(049)068 & TAU-LCT-1-988(041)052, Millennium Trail resurfacing.

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 1 OF 1		ABSTRACT OF BIDS RECEIVED	
PROJECT NO.	NO.	BIDDER	ENGINEERS ESTIMATE	BIDDER	BIDDER
TAU-LCT-1-988(041)052 TAU-LCT-1-806(049)068	16	NORTHERN IMPROVEMENT COMPANY FARGO, ND		NORTHERN IMPROVEMENT COMPANY FARGO, ND	
COUNTY & DATE	COMPLETION TIME	C.C. CHECK	RANK 00	C.C. BOND	RANK 01
MORTON (059) MAY 13, 2016 09:30AM	08/26/16 ASPHALT PAVING & ASSOCIATED WORK				
LENGTH & TYPE	ITEM DESCRIPTION	BID PRICE	AMOUNT	BID PRICE	AMOUNT
1862.558					
COMPLETION TIME	ITEM DESCRIPTION	BID PRICE	AMOUNT	BID PRICE	AMOUNT
08/26/16 ASPHALT PAVING & ASSOCIATED WORK					
SPEC.	UNIT	QUANTITY	AMOUNT	BID PRICE	AMOUNT
103 CONTRACT BOND	L SUM	1000	1250000	630000	630000
104 REMOVAL OF CURB-TYPE 1	L SUM	1000	2000000	2240000	2240000
203 REMOVAL OF BITUMINOUS SURFACING	LF	20000	2007500	6100	122000
204 REMOVAL OF IMPORTED DIRT	CY	20000	7000	6000	552000
205 TOP SOIL - IMPORTED	CY	20000	20000	82500	1655250
233 ASPH OR CSSN EMULSIFIED ASPHALT	ACRE	580000	3500	2100	79800
25 SEEDING CLASS III	TON	700	800000	1364000	952000
253 HYDRAULIC MULCH	ACRE	1700	3000000	1582000	1116200
5024 AGGREGATE BASE COURSE CL 5	TON	242000	480000	29900	1394350
41 MILLING ZIN BITUMINOUS PAVEMENT	TON	17000	90000	86000	924800
430 COMMERCIAL GRADE HOT MIX ASPHALT	TON	107000	300000	1782300	1977950
430 PATCHING	TON	69700	650000	4330000	3222710
430 PG 58-28 ASPHALT CEMENT	TON	17000	3000000	1500000	1500000
702 MOBILIZATION	MHR	80000	30038000	3000000	1320000
704 TRAFFIC CONTROL SIGNS	EA	162000	64800	43500	53400
704 TYPE I BARRICADE	EA	12000	7000	7700	39200
704 TRAFFIC CONES	EA	12000	1000	10100	123200
709 GEOTEXTILE FABRIC-TYPE R2	LF	120000	3200	27500	440000
748 CURB & GUTTER	LF	160000	576000	66000	649600
750 SIDEWALK CONCRETE 4IN	SY	260000	28000	19500	390000
750 DETECTABLE WARNING PANELS	SF	2700000	500000	19500	390000
762 PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	370000	12959000	33000	1221000
TOTAL			27596650	NO LIMIT	25399780

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: _____ AWARD TO: **NORTHERN IMPROVEMENT COMPANY** WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 DATE OF AWARD: **39** DEPARTMENT OF TRANSPORTATION DIRECTOR

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between The City of Mandan (“Owner”) and
Northern Improvement Company (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

920 SY Removal of Bituminous Surfacing, 201 CY of Imported Topsoil, 242 Ton Aggregate Base Course Cl. 5, 1070 Ton Commercial Grade Hot Mix Asphalt, 69.7 Ton Asphalt Cement, Mobilization, Traffic Control, Geotextile Fabric, Concrete Sidewalk, Curb and Gutter, Detectable Warning Panels, and other associated work as shown in the contract documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Asphalt Overlay of Existing Shared Use Path; 3rd St. SE to 11th Ave. SE & North of 8th Ave SE and Extends to 19th St. SE Along Hwy 1806. Total approximate length of 1.27 miles.

Project No. TAU-LCT-1-806(049)068 & TAU-LCT-1-988(041)052

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Kadrmars, Lee and Jackson, Inc. (Engineer). Owner assumes all duties and responsibilities, and has the rights and authority to assign an Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before August 26, 2016, and completed and ready for final payment on or before September 9, 2016.

ARTICLE 5 – CONTRACT PRICE

- 5.01 NDDOT shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in the Bid Proposal. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities.
 - B. NDDOT payment process is outlined in the NDDOT Standard Specifications for Road and Bridge Construction.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Contract bond (pages ____ to ____, inclusive).
 - 3. NDDOT contract and proposal guidance as outline in section 102 of the NDDOT Standard Specifications for Road and Bridge Construction.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.06 *Other Provisions*

1. *None*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 31, 2016 (which is the Effective Date of the Agreement).

OWNER: City of Mandan

CONTRACTOR:
Northern Improvement Company

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
Signature

Attest: _____
Signature

By: _____

By: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

4000 12th Ave N
PO Box 2846
Fargo ND 58102

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:



Consent No. 1i

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Mandan Hockey Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Old Town Tavern			
Street 109 1st Avenue NW	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/16	Ending Date(s) Authorized 6/30/17	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Bar Area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations 7 days (Sun thru Sat.)	Hours of gaming 5:00P to 1:00A
---	---------------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

Site Owner (Lessor) Old Town Tavern		Site Name Old Town Tavern		Site Phone Number (701) 663-2840
Site Address 109 1st Avenue N.w.		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2016 to 6/30/2017		Monthly Rent Amount
Organization (Lessee) Mandan Hockey Club, Inc.				
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 0.00 \$ 300.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00
				Total Monthly Rent \$ 625.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

Signature of Lessor <i>Michael Thompson</i>	Title Owner	Date 4-2-16
Signature of Lessee (Top Executive Official) <i>Dereal Jones</i>	Title President	Date 5/17/16

(over)



Consent No. 1ii

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization **Mandan Hockey Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location The Ridge Motel			
Street 2630 Old Red Trail	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/16	Ending Date(s) Authorized 6/30/17	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Bar Area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations 7 days a week (Sun-Sat)	Hours of gaming 5:00P-1:00A
--	------------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date
PRINT Name and official position of person signing on behalf of city/county above	

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

Site Owner (Lessor) The Ridge Motel Corp.		Site Name The Ridge		Site Phone Number (701) 663-8686
Site Address 2630 Old Red Trail		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Mandan Hockey Club, Inc.		Rental Period 7/1/2016 to 6/30/2017		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ <input checked="" type="checkbox"/> Rent per Table \$ _____ Number of Tables with wagers over \$5 2 <input checked="" type="checkbox"/> Rent per Table \$ 300.00		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 0.00 \$ 600.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ <input checked="" type="checkbox"/> Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 175.00
				Total Monthly Rent \$ 775.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

Signature of Lessor <i>Carol J. Ruppert</i>	Title <i>President</i>	Date <i>5-2-16</i>
Signature of Lessee (Top Executive Official) <i>Doreen Jones</i>	Title President	Date <i>5/17/16</i>

(over)



Consent No. 1iii

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17096 (02/2016)

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

Full, Legal Name of Gaming Organization **Mandan Hockey Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location The Silver Dollar			
Street 200 W. Main Street	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/16	Ending Date(s) Authorized 6/30/17	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Front and Back Bar Area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known Poker October 2016, Raffle February 2017			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations 6 days a week (Mon to Sat)	Hours of gaming 5:00P-1:00A
---	------------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date
PRINT Name and official position of person signing on behalf of city/county above	

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

Site Owner (Lessor) Luke Berger		Site Name The Silver Dollar		Site Phone Number (701) 663-5428
Site Address 200 W. Main Street	City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Mandan Hockey Club, Inc.		Rental Period 7/1/2016 to 6/30/2017		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$ 0.00
2. Is a raffle drawing going to be conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 0.00
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>				\$ 300.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00
				Total Monthly Rent \$ 625.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

Signature of Lessor <i>Luke Berger</i>	Title <i>owner</i>	Date <i>4-2-16</i>
Signature of Lessee (Top Executive Official) <i>Daniel Johnson</i>	Title President	Date <i>5/17/16</i>

(over)



Consent No. 1iv

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization **Mandan Hockey Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Vicky's Sports Bar			
Street 106 2nd Avenue NW	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/16	Ending Date(s) Authorized 6/30/17	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Bar Area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations 7 days a week (Sun-Sat.)	Hours of gaming 5:00P-1:00A
---	------------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

Site Owner (Lessor) Vicky's Sports Bar		Site Name Vicky's Bar		Site Phone Number (701) 663-4877	
Site Address 106 2nd Avenue N.W.		City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Mandan Hockey Club, Inc.			Rental Period 7/1/2016 to 6/30/2017		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
2. Is a raffle drawing going to be conducted at this site?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
3. Is Prize Boards involving a dispensing device conducted at this site?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>			<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 0.00 \$ 300.00
5. Is Paddiewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$ 0.00
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device			<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00
					Total Monthly Rent \$ 625.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

Signature of Lessor <i>Vicky [Signature]</i>	Title President	Date 4-6-16
Signature of Lessee (Top Executive Official) <i>Alex [Signature]</i>	Title President	Date 5/17/16

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 1, 2016
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Special Assessment for Snow Removal of 2016

PURPOSE

To consider the special assessment for Snow Removal of 2016.

BACKGROUND

According to Mandan Code of Ordinances – Chapter 16 (Article 2):

Section 16-2-1. - Duty of owner to remove snow and ice.

The owner of every lot or parcel of land within the city along which sidewalks have been constructed shall clear the sidewalks on or along such lots or parcels of land of all accumulations of snow and ice within 24 hours after the same has fallen or accumulated. The owner shall keep such sidewalks free from accumulation of snow and ice, provided that no person shall be required to clear such sidewalks during the continuance of a snow storm. On lots or parcels of land where the sidewalk runs to alleys or other public ways, the owner of such property shall be responsible to clear snow and ice from said surfaces for one-half of the distance across the alley or public way or to the gutter line of the street. Any owner who refuses or fails to keep sidewalks upon the property free from snow and ice shall be guilty of an offense and shall be subject to a penalty as provided in chapter 1 of this Code.

Section 16-2-3. - City action to remove snow and ice.

Upon failure of the property owner to remove snow and ice, the city may take action to remove snow and ice and assess the property as provided in N.D.C.C. §§ 40-29-18 through 40-29-21.

According to North Dakota Century Code – Chapter 40-29:

40-29-18. Snow and ice removal from sidewalks - Assessment - Street commissioner to make and file assessment list.

If snow and ice are not removed from sidewalks within the time and in the manner provided by the ordinances of the municipality, the snow and ice may be removed by or under the direction of the street commissioner and the necessary expense thereof shall be chargeable against the abutting property. Annually, on or before May first, the street commissioner shall make and file in the office of the city auditor a list showing separately the amount chargeable and assessed against each lot and tract and stating the name of the owner of each such lot or tract so far as known to the street commissioner.

40-29-19. Notice of meeting of governing body to confirm snow and ice removal report and assessment.

The city auditor shall give notice of the hearing and confirmation of the report of snow and ice removal and of the assessment therefor at the regular June meeting of the governing body. Such notice shall notify all persons objecting to the report and assessment to appear and present their objections. The notice shall be published once each week for two consecutive weeks in the official municipal newspaper and the last publication shall not be less than eight days before the date set for the hearing.

40-29-20. Hearing on snow and ice removal assessment - Confirmation - Certificate attached to assessment list.

At the meeting of the governing body in June or at such later meeting as the hearing and confirmation of such assessment may be adjourned to, the governing body shall consider and hear any objection to the snow and ice removal assessment, or to any part thereof, and after revising or correcting the assessment, if revision or correction is necessary, it shall approve and confirm the same. The city auditor shall attach to the assessment list the city auditor's certificate that the list is correct as confirmed by the governing body and shall file the same in the city auditor's office, and shall certify the assessment in the manner provided in section 40-24-11.

40-29-21. Priority.

From the time any assessment list provided for in this chapter is approved by the governing body, the assessment, with interest and penalties thereon, shall be and remain a permanent lien upon the property upon which the assessment is levied until the assessment is paid in full, and it shall have precedence over all other liens except general taxes. Such lien shall not be divested by any judicial sale, and no mistake in the description of the property assessed nor in the name of the owner thereof shall defeat such lien if the property assessed can be identified by the description in the assessment list.

The Notice for this assessment was published on May 20, 2016 and May 27, 2016.

ATTACHMENT

Notice of Assessment – Added 6/7/2016

FISCAL IMPACT

Cost = \$15.00

Administration (10%) = \$1.50

Total = \$16.50

STAFF IMPACT

None

LEGAL REVIEW

The special assessment was prepared in accordance with the Mandan Code of Ordinances and the North Dakota Century Code.

RECOMMENDATION

To approve the special assessment for Snow Removal of 2016.

SUGGESTED MOTION

Move to approve the special assessment for Snow Removal of 2016.

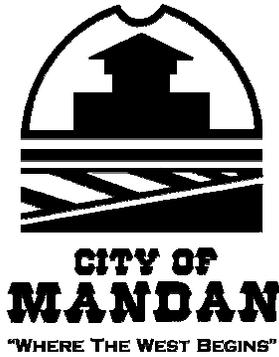
NOTICE IS HEREBY GIVEN that the following is a true and complete list of the particular lots and tracts of land on which the City of Mandan caused the removal of snow and performance of such act which contributed to the safety and welfare of the community:

<u>Seq#</u>	<u>Block Lot</u>	<u>Address</u>	<u>Amount</u>
<u>Mandan Proper</u>			
3874	57	33 1/3' of 9 306 4 th Avenue NW	16.50
TOTAL			16.50

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on June 07, 2016 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Diane I Leingang

Publish: May 20, 2016
May 27, 2016



CONSENT #2

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 1, 2016
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Special Assessment for Snow Removal of 2016

PURPOSE

To consider the special assessment for Snow Removal of 2016.

BACKGROUND

According to Mandan Code of Ordinances – Chapter 16 (Article 2):

Section 16-2-1. - Duty of owner to remove snow and ice.

The owner of every lot or parcel of land within the city along which sidewalks have been constructed shall clear the sidewalks on or along such lots or parcels of land of all accumulations of snow and ice within 24 hours after the same has fallen or accumulated. The owner shall keep such sidewalks free from accumulation of snow and ice, provided that no person shall be required to clear such sidewalks during the continuance of a snow storm. On lots or parcels of land where the sidewalk runs to alleys or other public ways, the owner of such property shall be responsible to clear snow and ice from said surfaces for one-half of the distance across the alley or public way or to the gutter line of the street. Any owner who refuses or fails to keep sidewalks upon the property free from snow and ice shall be guilty of an offense and shall be subject to a penalty as provided in chapter 1 of this Code.

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If snow and ice are not removed from sidewalks within the time and in the manner provided by the ordinances of the municipality, the snow and ice may be removed by or under the direction of the street commissioner and the necessary expense thereof shall be chargeable against the abutting property. Annually, on or before May first, the street commissioner shall make and file in the office of the city auditor a list showing separately the amount chargeable and assessed against each lot and tract and stating the name of the owner of each such lot or tract so far as known to the street commissioner.

40-29-19. Notice of meeting of governing body to confirm snow and ice removal report and assessment.

The city auditor shall give notice of the hearing and confirmation of the report of snow and ice removal and of the assessment therefor at the regular June meeting of the governing body. Such notice shall notify all persons objecting to the report and assessment to appear and present their objections. The notice shall be published once each week for two consecutive weeks in the official municipal newspaper and the last publication shall not be less than eight days before the date set for the hearing.

40-29-20. Hearing on snow and ice removal assessment - Confirmation - Certificate attached to assessment list.

At the meeting of the governing body in June or at such later meeting as the hearing and confirmation of such assessment may be adjourned to, the governing body shall consider and hear any objection to the snow and ice removal assessment, or to any part thereof, and after revising or correcting the assessment, if revision or correction is necessary, it shall approve and confirm the same. The city auditor shall attach to the assessment list the city auditor's certificate that the list is correct as confirmed by the governing body and shall file the same in the city auditor's office, and shall certify the assessment in the manner provided in section 40-24-11.

40-29-21. Priority.

From the time any assessment list provided for in this chapter is approved by the governing body, the assessment, with interest and penalties thereon, shall be and remain a permanent lien upon the property upon which the assessment is levied until the assessment is paid in full, and it shall have precedence over all other liens except general taxes. Such lien shall not be divested by any judicial sale, and no mistake in the description of the property assessed nor in the name of the owner thereof shall defeat such lien if the property assessed can be identified by the description in the assessment list.

The Notice for this assessment was published on May 20, 2016 and May 27, 2016.

ATTACHMENT

Notice of Assessment

FISCAL IMPACT

Cost = \$15.00

Administration (10%) = \$1.50

Total = \$16.50

STAFF IMPACT

None

LEGAL REVIEW

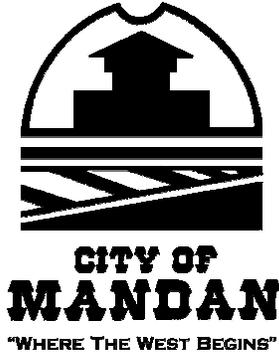
The special assessment was prepared in accordance with the Mandan Code of Ordinances and the North Dakota Century Code.

RECOMMENDATION

To approve the special assessment for Snow Removal of 2016.

SUGGESTED MOTION

Move to approve the special assessment for Snow Removal of 2016.



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7th, 2016
PREPARATION DATE: June 3rd, 2016
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Law Enforcement Center (LEC) Building Improvement Fund Request

STATEMENT/PURPOSE: To consider approval for repairs to the LEC.

BACKGROUND/ALTERNATIVES: Necessary repairs to the LEC to include concrete work, flooring improvements and security locks installed coming in from the garage area into the main building. The LEC Building Committee met and has recommended approval for these repairs. The Board of City Commissioners and the Morton County Commission need to concur with the request. Morton County has met and concurred with the recommendation to move forward with the repairs.

ATTACHMENTS: LEC Committee document

FISCAL IMPACT: \$18,756.00 taken from the LEC fund. Adequate funding exists within the LEC Building fund for this request.

STAFF IMPACT: Enhance the environment for citizens and employees who visit and work at the LEC.

LEGAL REVIEW: None

RECOMMENDATION: Motion to approve the improvements.

SUGGESTED MOTION: Approve the use of the LEC funds to enhance the entrance, lobby, the work area in the front and add locks to the two doors coming in from the garage area into the main building.

Morton LEC Building Improvement Fund Request – May 9th, 2016

TO: Morton County Commission
Mandan City Commission

The LEC Building Committee met on May 9, 2016 @ 1230.

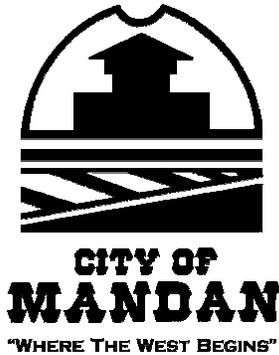
The below action items were discussed and approved by all members present: Sheriff Kirchmeier, Chief Ziegler, Commissioner Schulz, Mayor Van Beek, City Administrator Neubauer.

1. Kilen Enterprises - Remove and replace damaged concrete sidewalks on the east and west side of the LEC main lobby entrances. Removal of 180 sq ft of concrete. A portion of the job will be done under warranty of bad concrete. Materials and Labor = \$2,792.00
2. Fried's Flooring, Inc - Removal of the carpet and replacement with vinyl tile in the LEC main lobby area with 6" cove base. Materials and Labor = \$7,496.00
3. Fried's Flooring, Inc – Removal and replacement of the carpet tile in the LEC main office area with 4" base. Materials and Labor = \$4,968.00
4. Discussed options to either key FOB's or install combination locks on the entrance doors entering the office areas from the garage. Approved an amount up to \$3,500.00.

Funding Requests;

Concrete Work	= \$2,792.00
Vinyl Flooring Tile	= \$7,496.00
Carpet Flooring Tile	= \$4,968.00
2 Garage Door Locks (security)	= \$3,500.00

Total Request = \$18,756.00



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 1, 2016
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider for approval the lease option for landfill compactor and adopt authorization resolution.

STATEMENT/PURPOSE: Consider approval of landfill compactor lease option and adopt authorization resolution.

BACKGROUND/ALTERNATIVES: The proposed 5 year lease is through Titan Machinery (low bid) and Kinetic Leasing for one Bomag BC672RB landfill compactor approved in the 2016 budget. We also received a quote from CAT/Butler Machinery for the lease option. Also attached to the lease is a Lessee's Authorization Resolution for your consideration of approval and adoption.

The new compactor replaced the 2006 compactor, the compactor reduces space needed to bury the inert material by compressing the material as much as 50% and reducing the amount of cover material needed, extending the life of the landfill.

ATTACHMENTS: Proposed lease and Resolution

FISCAL IMPACT: \$87,074.00 first year, includes a Documentation Fee of \$150, remaining yearly payments will be \$86,924.00.

STAFF IMPACT: N/A

LEGAL REVIEW: Attorney Brown has reviewed my documentation.

RECOMMENDATION: I recommend approval of the compactor lease option for \$87,074.00 and the adoption and approval of the Lessee's Authorization Resolution.

SUGGESTED MOTION: I move to approve the compactor lease option for \$87,074.00 and the adoption and approval of the Lessee's Authorization Resolution.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider for approval the lease option for landfill compactor and adopt authorization resolution.

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LEASE WITH OPTION TO PURCHASE AGREEMENT No. CIT5141-102

Between

KINETIC LEASING, INC.

As Lessor

and

CITY OF MANDAN, NORTH DAKOTA

As Lessee

Dated as of the 13th day of May, 2016

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider for approval the lease option for landfill compactor and adopt authorization resolution.

Page 3 of 25

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 13th day of May, 2016 (the Lease), by and between KINETIC LEASING, INC., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 2575 41st Street S, Suite 1, Fargo, North Dakota 58104; and City of Mandan, North Dakota a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 205 2nd Ave NW, Mandan, ND 58554;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Mandan, North Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider for approval the lease option for landfill compactor and adopt authorization resolution.

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materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: An opinion of counsel to Lessee as to the organization, nature and powers of Lessee; the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

Exhibit E: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider for approval the lease option for landfill compactor and adopt authorization resolution.

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(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions of the City of Mandan, North Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.

(j) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a foreign corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider for approval the lease option for landfill compactor and adopt authorization resolution.

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LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;

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(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefore, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefore.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary

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deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

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Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment

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with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

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Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

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(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God;

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strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

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Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

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IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: KINETIC LEASING, INC.

LESSEE: CITY OF MANDAN, NORTH DAKOTA

By: _____

By: _____

Title: _____

Title: Arlyn Van Beek / Mayor

Date: May 13, 2016

Date: May 13, 2016



ATTEST:

By: _____

Name/Title: Jim Neubauer / City Administrator



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EXHIBIT A

EQUIPMENT

Lessee: City of Mandan, North Dakota
205 2nd Ave NW
Mandan, ND 58554

Date of Lease: May 13, 2016
Lease #: CIT5141-102

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

QTY.	SERIAL NO.	DESCRIPTION
1	101570041023	Bomag BC672RB Landfill Compactor

Description of Financed Amount:

Cost of above Equipment	\$541,200.00
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ N/A
Less: Trade - In, if applicable	\$ 40,000.00
Net Financed Amount:	\$501,200.00

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EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Mandan, North Dakota
205 2nd Ave NW
Mandan, ND 58554

Date of Lease: May 13, 2016
Lease #: CIT5141-102

BASE RENTAL PAYMENTS

Base Rental Payment Date	Base Rental Payment Amount	Interest Portion	Principal Portion	Termination Value
05/15/2016	\$86,924.00	\$0.00	\$86,924.00	\$432,526.00
05/15/2017	\$86,924.00	\$15,120.18	\$71,803.82	\$355,118.00
05/15/2018	\$86,924.00	\$12,499.50	\$74,424.50	\$276,006.00
05/15/2019	\$86,924.00	\$9,783.16	\$77,140.84	\$195,155.00
05/15/2020	\$86,924.00	\$6,967.69	\$79,956.31	\$112,524.00
05/15/2021	\$115,000.00	\$4,049.47	\$110,950.53	\$0.00

*After payment of Rental Payment due on such date.

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EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of City of Mandan, North Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated May 13, 2016 (Lease), by and between Lessee and Kinetic Leasing, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on May 15, 2016 and the 15th day of June each year thereafter, in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of (the State) insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions. Such functions are: general City maintenance

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: May 13, 2016

CITY OF MANDAN, NORTH DAKOTA

By: _____ 

Name/Title: Arlyn Van Beek / Mayor

ATTEST:

By: _____ 

Name/Title: Jim Neubauer / City Administrator

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EXHIBIT D

OPINION OF COUNSEL

(to be typed on Attorney's letterhead)

Lessee: City of Mandan, North Dakota
PO Box 1079
Mandan, ND 58554

Kinetic Leasing, Inc.
2575 41st Street South, Suite 1
Fargo, North Dakota 58104

Re: Lease with Option to Purchase Agreement dated as of May 13, 2016, by and between Kinetic Leasing, Inc. (Lessor) and City of Mandan, North Dakota (Lessee)

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease with Option to Purchase Agreement described above (the Lease) and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the state of North Dakota (the State), duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
7. Resolution of the governing body of Lessee, was duly and validly adopted by such governing body on _____, 2016, and such resolution has not been amended or repealed and remains in full force and effect.

Dated: May 13, 2016

Very truly yours,

D-1

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EXHIBIT E

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT No. CIT5141-102

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

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement #CIT5141-102 dated as of May 13, 2016 (the Lease), with Kinetic Leasing, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

CITY OF MANDAN, NORTH DAKOTA

By: _____

Name/Title: Arlyn Van Beek / Mayor

ATTEST:

By: _____

Name/Title: Jim Neubauer / City Administrator

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INSURANCE COVERAGE REQUIREMENT

Your lease with KINETIC LEASING, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:	
NAME OF INSURANCE AGENT:	_____
ADDRESS:	_____
PHONE #:	_____ CONTACT PERSON: _____

Named Insured / Lessee: City of Mandan, North Dakota
Lease with Option to Purchase Agreement No.: CIT5141-102

Coverage:
All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:
Loss Payee(s) As Their Interests
May Appear:

Kinetic Leasing, Inc., and its assigns
2575 41st Street South, Suite 1
Fargo, ND 58104

Coverage:
General Liability

Certificate Holders:
Additional Insured:

Kinetic Leasing, Inc., and its assigns
2575 41st Street South, Suite 1
Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to Kinetic Leasing, Inc. at the address above, or fax it to us at 701-476-0277.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE AND SCHEDULE NUMBER ON THE CERTIFICATE.

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Form **8038-G** Information Return for Tax-Exempt Governmental Obligations
 (Rev. May 2010) Department of the Treasury Internal Revenue Service
 Under Internal Revenue Code section 149(e) See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC. OMB No. 1545-0720

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
City of Mandan, North Dakota

2 Issuer's employer identification number (EIN)
45 6002118

3 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
205 2nd Ave NW

4 Report number (For IRS Use Only)
3

5 City, town, or post office, state, and ZIP code
Mandan, ND 58554

6 Date of issue
05/13/2016

7 Name of issue
CIT5141-102

8 CUSIP number
N/AP

9 Name and title of officer of the issuer or other person whom the IRS may call for more information
Arlyn Van Beek / Mayor

10 Telephone number of officer or other person
(701) 667-3210

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe Landfill Compactor	18	501,200	00

19 If obligations are TANs or RANs, check only box 19a
 If obligations are BANs, check only box 19b
 If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
06/01/2021	\$ 501,200.00	\$ N/AP	6 years	3.650 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	N/AP	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	501,200	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/AP	
25 Proceeds used for credit enhancement	25	N/AP	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/AP	
27 Proceeds used to currently refund prior issues	27	N/AP	
28 Proceeds used to advance refund prior issues	28	N/AP	
29 Total (add lines 24 through 28)	29	N/AP	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	501,200	00

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded **N/AP** years
 32 Enter the remaining weighted average maturity of the bonds to be advance refunded **N/AP** years
 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) **N/AP**
 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) **N/AP**

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 5-2010)

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Form 8038-G (Rev. 5-2010) Page **2**

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/AP
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	N/AP
	b Enter the final maturity date of the GIC ▶ _____		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	N/AP
	b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the name of the issuer ▶ <u>N/AP</u> and the date of the issue ▶ <u>N/AP</u>		
38	If the issuer has designated the issue under section 265(b)(3)(E)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
40	If the issuer has identified a hedge, check box		<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent	Signature of issuer's authorized representative		Date	Arlyn Van Beek / Mayor	
				Type or print name and title	
Paid Preparer's Use Only	Preparer's signature ▶	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN	
	Firm's name (or yours if self-employed), address, and ZIP code ▶		EIN	:	
			Phone no.	()	

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INVOICE

Page No. 1
INVOICE NO. 158883
Customer # MANDA

INVOICE DATE 5/13/16 DUE DATE 5/15/16

INVOICE TO:

City of Mandan, North Dakota
205 2nd Ave Nw
Mandan ND 58554

REMIT TO:

Kinetic Leasing, Inc.
P.O. Box 9785
Fargo, ND 58106

LEASE #	DESCRIPTION	FROM	THROUGH	AMOUNT
Lease # CIT5141-102	Bomag Landfill Compactor			
	Lease Payment	5/15/16	5/14/17	86,924.00
	Documentation Fee	5/15/16	6/14/16	150.00
PLEASE RETURN DUPLICATE WITH PAYMENT. TERMS: NET CASH ON DUE DATE PURSUANT TO CONTRACT, LATE CHARGES MAY APPLY FOR PAYMENTS NOT PAID WHEN DUE PLEASE REFER TO OUR INVOICE NO. ON YOUR REMITTANCE.				Invoice Subtotal 87,074.00
				Sales Tax .00
				<hr/> 87,074.00

PAY THIS AMOUNT



Consent No. 5i

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization **Cystic Fibrosis Association of North Dakota**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Stage Stop			
Street 601 6th Avenue SE	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/16	Ending Date(s) Authorized 6/30/17	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Entire Bar area, excluding restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations	Hours of gaming
-----------------------------------	-----------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

Site Owner (Lessor) Stage Stop Liquors, Inc.		Site Name Stage Stop		Site Phone Number (701) 663-7768
Site Address 601 6th Avenue Se	City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Cystic Fibrosis Association Of North Dakota		Rental Period 7/1/2016 to 6/30/2017		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 300.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 175.00
				Total Monthly Rent \$ 475.00

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

Signature of Lessor <i>Amy Gutzman</i>	Title Manager	Date 3-9-16
Signature of Lessee (For Executive Official) <i>Neil J. Brown</i>	Title President	Date 3-9-16



Consent No. 5ii

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization **Cystic Fibrosis Association of North Dakota**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Colonial Lounge			
Street 4631 Memorial Hwy	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/16	Ending Date(s) Authorized 6/30/17	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Entire Bar area, excluding restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations	Hours of gaming
-----------------------------------	-----------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2015)

License Number (Office Use Only)

Site Owner (Lessor) Colonial Lounge Inc.		Site Name Colonial Lounge		Site Phone Number (701) 663-0355
Site Address 4631 Memorial Hwy		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2016 to 6/30/2017		Monthly Rent Amount
Organization (Lessee) Cystic Fibrosis Association Of North Dakota				
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 300.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00
				Total Monthly Rent \$ 625.00

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.
 The LESSOR agrees that no game will be directly operated as part of the lessor's business.

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

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

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

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

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

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

Signature of Lessor 	Title x Sec.	Date x 3-11-16
Signature of Lessee (Top Executive Official) 	Title President	Date 3-11-16



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: May 24, 2016
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval plat of Shoreline Addition

STATEMENT/PURPOSE:

Request is to replat Lot 3, Block 1 Old Heart 3rd Addition into 12 lots to allow construction of three 4-plex buildings.

BACKGROUND/ALTERNATIVES:

This is an undeveloped parcel. The Land Use and Transportation Plan shows this area as suitable for multi-family or high density residential. The surrounding properties are developed with a mix of single family and multi-family structures.

Utility infrastructure connections have been coordinated with Public Works.

The plat contains a river shoreline maintenance easement that has been approved by the Lower Heart River Water Resource District.

The plat meets emergency access requirements of the Mandan Fire Department.

A location for neighborhood mail boxes has been selected in consultation with the USPS.

Neighboring property owners are aware of this proposal and to date have expressed no objections.

ATTACHMENTS:

1. Aerial photo
2. plat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Recommend approval.

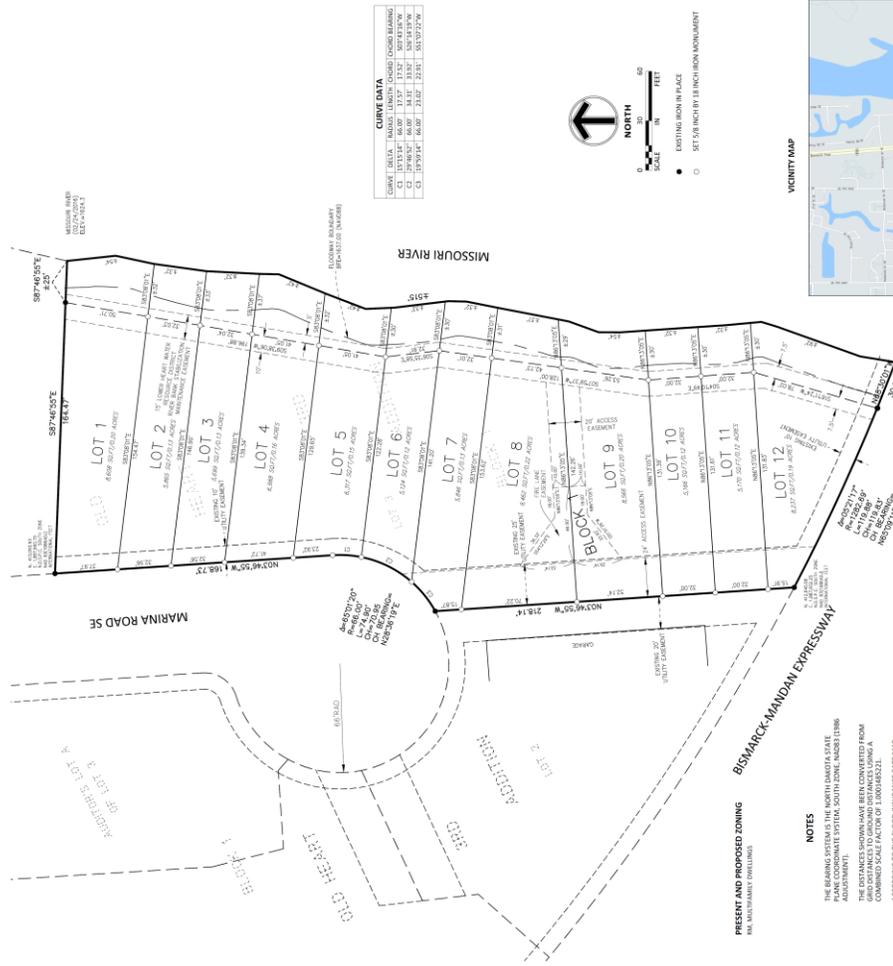
SUGGESTED ACTION:

Move to approve plat of Shoreline Addition.



SHORELINE ADDITION

A REPLAT OF LOT 3, BLOCK 1 OF OLD HEART 3RD ADDITION TO THE CITY OF MANDAN, SECTION 6, T139N, R80W, MORTON COUNTY, NORTH DAKOTA



DESCRIPTION
 BLOCK 1, OLD HEART 3RD ADDITION TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.
 CONTAINING 81.888 SQUARE FEET (1.86 ACRES, MORE OR LESS).

OWNER'S CERTIFICATE
 I, THE UNDERSIGNED, BEING SOLE OWNER OF THE LAND PLATTED HEREON, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THE SAME IS NOT SUBJECT TO ANY OTHER INTEREST, INCLUDING BUT NOT LIMITED TO, MORTGAGES, LIENS, EASEMENTS, RIGHTS OF WAY, OR OTHER RIGHTS. I ALSO HEREBY CERTIFY THAT THE LAND IS NOT SUBJECT TO ANY OTHER INTEREST, INCLUDING BUT NOT LIMITED TO, MORTGAGES, LIENS, EASEMENTS, RIGHTS OF WAY, OR OTHER RIGHTS. I ALSO HEREBY CERTIFY THAT THE LAND IS NOT SUBJECT TO ANY OTHER INTEREST, INCLUDING BUT NOT LIMITED TO, MORTGAGES, LIENS, EASEMENTS, RIGHTS OF WAY, OR OTHER RIGHTS.

PLANNING AND ZONING COMMISSION APPROVAL
 THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA, ON THIS _____ DAY OF _____, 2016. THE CITY OF MANDAN, NORTH DAKOTA, HAS ADOPTED THE PLANNING COMMISSION'S APPROVAL OF THIS SUBDIVISION. THE CITY OF MANDAN, NORTH DAKOTA, HAS ADOPTED THE PLANNING COMMISSION'S APPROVAL OF THIS SUBDIVISION. THE CITY OF MANDAN, NORTH DAKOTA, HAS ADOPTED THE PLANNING COMMISSION'S APPROVAL OF THIS SUBDIVISION.

AUDITOR'S CERTIFICATE OF TAXES
 TAXES, DELINQUENT TAXES, UNPAID SPECIAL ASSESSMENTS OR REVALUATIONS OF SPECIAL ASSESSMENTS OR TAX EXEMPTS FOR THE PROPERTY DESCRIBED ON THE ATTACHED INSTRUMENT ARE UNPAID TO THE AMOUNT OF \$_____. THIS CERTIFICATE AND INTEREST CERTIFIED THIS _____ DAY OF _____, 2016.

OWNER
 PATRICK KOON
 PMA ACORN PROPERTIES, INC.
 1811 HIGH CENTER ROAD
 MANDAN, ND 58501
 701.431.1211

SURVEYOR
 JAMES ALBERT
 1811 HIGH CENTER ROAD
 MANDAN, ND 58501
 701.431.1211

APPROVAL OF BOARD OF CITY COMMISSIONERS
 THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS REVIEWED THE INFORMATION CONTAINED HEREIN AND HAS APPROVED THE SUBDIVISION OF ALL STREETS, ALLEYS, AND PUBLIC UTILITIES SHOWN HEREON WITHIN THE CONVEYED LOTS OF THE CITY OF MANDAN, NORTH DAKOTA, AND HAS DESCRIBED THE SAME AS SHOWN ON THE PLAT HEREON. THE BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC UTILITIES SHOWN HEREON. THE INFORMATION CONTAINED ON THE PLAT HEREON IS THE PROPERTY OF MANDAN, NORTH DAKOTA. THE INFORMATION CONTAINED ON THE PLAT HEREON IS THE PROPERTY OF MANDAN, NORTH DAKOTA. THE INFORMATION CONTAINED ON THE PLAT HEREON IS THE PROPERTY OF MANDAN, NORTH DAKOTA.

APPROVAL OF CITY ENGINEER
 I, ROBERT GOSSEL, ENGINEER FOR THE CITY OF MANDAN, HEREBY APPROVE "SHORELINE ADDITION", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

SURVEYOR'S CERTIFICATE
 I, JAMES ALBERT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SHOWN HEREON, AND THAT THE BOUNDARIES ARE PLACED AS SHOWN, AND THAT I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

NOTES
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PRESENT AND PROPOSED ZONING
 RM, MULTIFAMILY DWELLINGS

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SURVEYOR'S CERTIFICATE
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PRESENT AND PROPOSED ZONING
 RM, MULTIFAMILY DWELLINGS





Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: May 24, 2016
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval plat of NISC Addition

STATEMENT/PURPOSE:

NISC is replatting their land from 10 lots to 2 lots and creating an access easement for their new entrance road.

BACKGROUND/ALTERNATIVES:

NISC is constructing a new administrative building and plan to make that the focus of their campus.

The current property boundaries do not conform to the locations of the various buildings on the NISC campus. This plat consolidates their holdings into 2 parcels. The second parcel is the existing house that they currently own to the south of their main campus.

There have been numerous meetings between NISC staff and city staff related to design of the new building, site drainage, emergency access and the new private street name.

The new access driveway will be a private street named Technology Drive. This will be used by emergency services for addressing buildings.

ATTACHMENTS:

1. Aerial photo
2. plat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

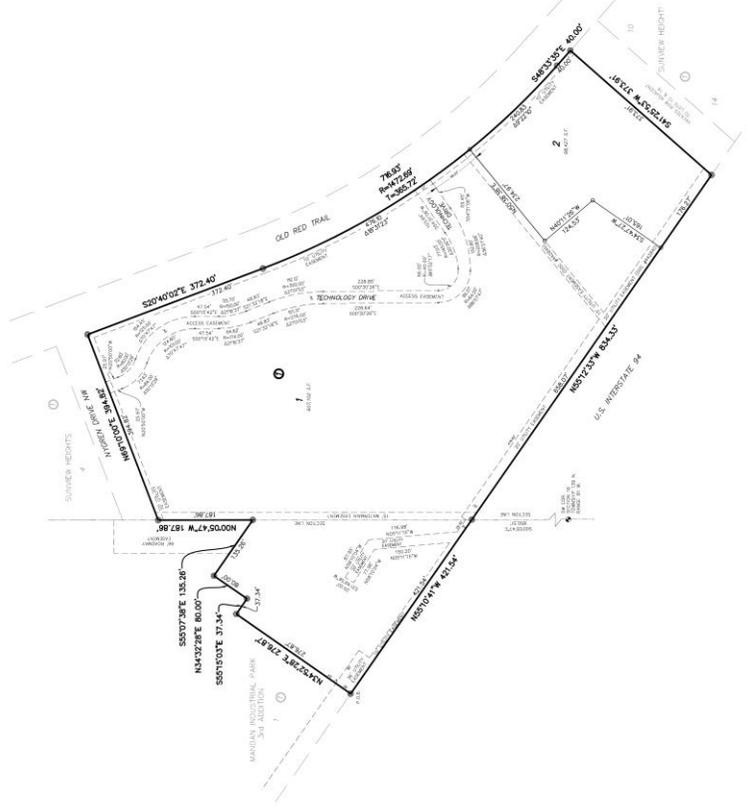
Recommend approval.

SUGGESTED ACTION:
Move to approve plat of NISC Addition.



NISC ADDITION

A REPLAT OF LOTS 6 AND 7 AND PARTS OF LOTS 5, 8 AND 9 AND PARTS OF LOTS 15-18 BLOCK 1 SUNVIEW HEIGHTS AND LOT 2 BLOCK 1 MANDAN INDUSTRIAL PARK 3RD ADDITION AND PART OF THE VACATED NYGREN DRIVE NW RIGHT OF WAY AND OTHER VACATED RIGHTS OF WAY PART OF THE SW 1/4 OF SECTION 16 AND PART OF THE SE 1/4 OF SECTION 17, TOWNSHIP 139 NORTH, RANGE 81 WEST TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



APPROVAL OF BOARD OF CITY COMMISSIONERS
 THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE ADDITION OF LOTS 1, 2 AND 3 TO THE NISC ADDITION, MANDAN, NORTH DAKOTA, AS SHOWN ON THE ATTACHED PLAT. THE ADDITION OF LOTS 1, 2 AND 3 TO THE NISC ADDITION, MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION PASSED BY THE BOARD OF CITY COMMISSIONERS ON APRIL 19, 2016.

APPROVAL OF

 CITY ENGINEER

APPROVAL OF

 OWNER'S CERTIFICATE & EXPOSITION

OWNER'S CERTIFICATE & EXPOSITION
 I, _____, OWNER OF THE NISC ADDITION, MANDAN, NORTH DAKOTA, DO HEREBY CERTIFY THAT THE ADDITION OF LOTS 1, 2 AND 3 TO THE NISC ADDITION, MANDAN, NORTH DAKOTA, IS IN ACCORDANCE WITH THE CITY OF MANDAN, NORTH DAKOTA, ZONING ORDINANCE AND THE CITY OF MANDAN, NORTH DAKOTA, SUBDIVISION ACT. I HAVE CAUSED THE PLAT TO BE PREPARED BY A PROFESSIONAL LAND SURVEYOR AND HAVE CAUSED THE SAME TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MORTON, NORTH DAKOTA. I HAVE CAUSED THE PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MORTON, NORTH DAKOTA. I HAVE CAUSED THE PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MORTON, NORTH DAKOTA. I HAVE CAUSED THE PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MORTON, NORTH DAKOTA.

STATE OF NORTH DAKOTA }
 COUNTY OF MORTON }

 OWNER

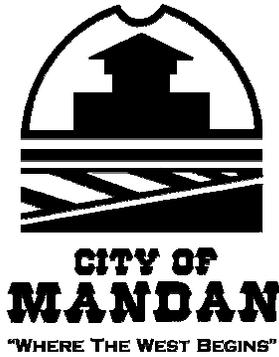
APPROVAL OF CITY PLANNING COMMISSION
 THE CITY PLANNING COMMISSION HAS REVIEWED THE PLAT AND HAS RECOMMENDED THAT THE PLAT BE APPROVED. THE CITY PLANNING COMMISSION HAS REVIEWED THE PLAT AND HAS RECOMMENDED THAT THE PLAT BE APPROVED. THE CITY PLANNING COMMISSION HAS REVIEWED THE PLAT AND HAS RECOMMENDED THAT THE PLAT BE APPROVED. THE CITY PLANNING COMMISSION HAS REVIEWED THE PLAT AND HAS RECOMMENDED THAT THE PLAT BE APPROVED.

STATE OF NORTH DAKOTA }
 COUNTY OF MORTON }

 SECRETARY

NOTES
 NORTH DAKOTA ZONING ORDINANCE
 REVISIONS AND AMENDMENTS MAY APPLY FROM
 PREVIOUS PLAT MEASUREMENTS

SWENSON HAGEN & COMPANY P.C.
 1000 14TH STREET NW
 GRAND FORKES, ND 58201
 (701) 775-1100
 www.swhagen.com



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2016
PREPARATION DATE: July 3, 2016
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Auction of 2002 Ford Taurus

STATEMENT/PURPOSE: It is requested to auction a 2002 Ford Taurus assigned to the police fleet.

BACKGROUND/ALTERNATIVES: The 2002 Ford Taurus assigned to the Criminal Investigations Division (CID) was having engine issues and was taken in for repairs. The vehicle is 14 years old and can no longer be used as a functional police vehicle without repairs. The cost of the repairs exceeds the value of the vehicle itself.

ATTACHMENTS: Repair estimate from Kupper Chevrolet.

FISCAL IMPACT: Replacement Vehicle will be budgeted for in the 2017 budget.

STAFF IMPACT: The pool unmarked vehicle used for traveling out of the area for officers is currently being used by on call investigator for use.

LEGAL REVIEW: None

RECOMMENDATION: It is recommended to approve the 2002 Ford Taurus be auctioned off.

SUGGESTED MOTION: Motion to approve the auctioning of the 2002 Ford Taurus with the VIN number of 1FAFP53U72G177999.

Board of City Commissioners
 Agenda Documentation
 Meeting Date: June 7, 2016
 Subject: Auction of 2002 Ford Taurus
 Page 2 of 7

CUSTOMER #: 180062

1224202



CITY OF MANDAN
 TAX PERMIT # E-4323
 205 2ND AVE NW
 MANDAN, ND 58554-3125
 HOME: 701-667-3456
 BUS: 701-667-3456

INVOICE

1500 2nd Street - Mandan, ND 58554
 (701) 663-9851 · Fax (701) 663-4461
 1-800-732-9475

PAGE 1

SERVICE ADVISOR: 4569 SHANNON SCHREINER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRAY	02	FORD TAURUS	1FAPP53U72G177999	DAF762	118789/118789	T7999	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN02 DL			18:00 24FEB16		0.00	CASH	24FEB16
R.O. OPENED		READY	OPTIONS: ENG:3.0 Liter_EFI AXL:GM_5W30 1)5 QTS OF OIL PF60				
10:45 24FEB16	14:18 24FEB16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER STATES HEATER BLOWS COLD AND TEMP GAUGE GETS WARM							
M14R COOLANT SYSTEM PRESSURE TEST							
				4781	CC	32.95	32.95
XRPR RECOMMENDED SERVICE:REPAIR							
				4781	CC	0.00	0.00
118789 PRESSURE TESTED COOLING SYSTEM AND SUSPECTED HEAD GASKET AND WATER PUMP TO BE LEAKING. CUSTOMER DECLINED REPAIR AT THIS TIME.							

B GM GOODWRENCH MULTI-POINT VEHICLE INSPECTION							
				M33	GM GOODWRENCH MULTI-POINT VEHICLE INSPECTION	4009	CC
					GMINSP GM MULTI POINT INSPECTION	118789	PREFORMED INSPECTION
						20.00	20.00
						-20.00	-20.00

ENVIRONMENTAL CHARGES							3.78
9133							
ANY PART NUMBERS ENDING IN A () IS A NON GM OR SUBARU PART AND CARRIES A 90 DAY PARTS WARRANTY WITH NO LABOR COVERAGE.							
X							

This contractor and subcontractor shall abide by the requirements of 41CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS	
	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT		52.95
		PARTS AMOUNT		0.00
		GAS, OIL, LUBE		0.00
		SUBLET AMOUNT		0.00
		MISC. CHARGES		-16.22
		TOTAL CHARGES		36.73
		LESS INSURANCE		0.00
		SALES TAX		0.00
		CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

Thank You!

05/04/2016 WED 14:10 FAX 701 663 4461 RESSLER CHEVROLET

001/001

		Attn: Calvin		Service Estimate	
		From: Shannon		Date: 5-4-16	
1500 2nd St NE Mandan, ND 58554 (701)663-9851					
Name: City of Mandan PD			Phone Number:		
Street:			City:		
Year: 02	Color:	Make: Ford	Model: Taurus		
Serial No.		Odometer:			
Replace	Repair	Description	Parts	Labor	Sublet
		Replace Cylinder Headgaskets **sublet to machine Heads**	375 ⁰⁰	1092 ⁵⁰ 225 ⁰⁰	
		Replace water pump	125 ⁰⁰	241 ⁵⁰	
Price Does Not include cylinder Heads IF needed. Heads Are \$480.00 each					
Please call Anytime with questions or concerns					
Thanks Shannon					
			Totals		
			Total Parts:	\$	500 ⁰⁰
			Total Labor:	\$	1559.00
			Total Sublet:	\$	
			Tax:	\$	36.25
			Total:	\$	2095 ²⁵
This above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been started. Occasionally, worn or damage parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor & current are subject to change					
Authorization for repair. You are hereby authorized to make the above repairs:					
Signed:			Date:		



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Advertisement

2002 Ford Taurus Pricing Report



Style: SE Sedan 4D
Mileage: 118,789

Vehicle Highlights

Fuel Economy:
City 18/Hwy 25/Comb 21 MPG
Doors: 4
Drivetrain: FWD
EPA Class: Large Cars
Country of Origin: United States

Max Seating: 6
Engine: V6, 3.0 Liter
Transmission: Automatic
Body Style: Sedan
Country of Assembly: United States

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V6, 3.0 Liter

Transmission

Automatic

Drivetrain

FWD

Comfort and Convenience

Air Conditioning
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
Cassette

Safety and Security

Dual Air Bags

Wheels and Tires

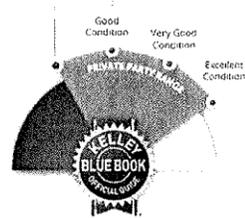
Alloy Wheels

Exterior Color

✓ Gray

Sell To Private Party

Private Party Value (Fair Condition)
\$1,638



Private Party Values valid for your area through 5/5/2016

Glossary of Terms

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

Board of City Commissioners
Agenda Documentation
Meeting Date: June 7, 2016
Subject: Auction of 2002 Ford Taurus
Page 5 of 7

Kelley Blue Book

Page 2 of 2

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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Advertisement

**2002 Ford Taurus
 Pricing Report**



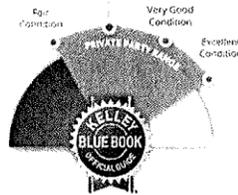
Style: SE Sedan 4D
 Mileage: 118,789

Vehicle Highlights

Fuel Economy: City 18/Hwy 25/Comb 21 MPG	Max Seating: 6
Doors: 4	Engine: V6, 3.0 Liter
Drivetrain: FWD	Transmission: Automatic
EPA Class: Large Cars	Body Style: Sedan
Country of Origin: United States	Country of Assembly: United States

Sell To Private Party

Private Party Value (Good Condition)
\$1,831



Private Party Values valid for your area through 5/5/2016

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V6, 3.0 Liter
Transmission
 Automatic
Drivetrain
 FWD

Comfort and Convenience

Air Conditioning
 Power Windows
 Power Door Locks
 Cruise Control

Steering

Power Steering
 Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
 Cassette

Safety and Security

Dual Air Bags

Wheels and Tires

Alloy Wheels

Exterior Color

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Kelley Blue Book

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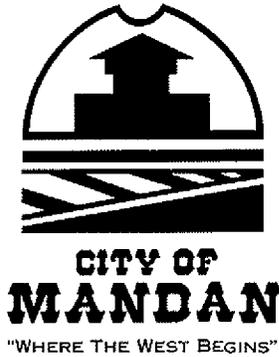
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Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 3, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Retirement Plan Amendments

STATEMENT/PURPOSE: To consider approval of the City's retirement plan amendments.

BACKGROUND/ALTERNATIVES: The City's retirement plan documents need to be amended to account for sworn officers hired on or after July 1, 2016 will be in the ND PERS Law Enforcement (LE) defined benefit plan and not eligible to be included in the City's plan. Sworn officers have the option of joining the ND PERS LE plan or staying in the current plan.

The pension committee has approved the amendments and now is being passed on for commission consideration.

ATTACHMENTS: Amendment Number 1, Amendment Number 1 Summary plan Description Material Modifications, Resolution, 5th Amendment to City of Mandan Deferred Compensation Plan

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: documents have been forwarded to City Attorney Brown for review.

RECOMMENDATION: I recommend approval of the retirement plan amendments as presented to exclude from the city's plan sworn officers hired on or after July 1, 2016

SUGGESTED MOTION: I move to approve the retirement plan amendments and resolution as presented to exclude from the city's plan sworn officers hired on or after July 1, 2016.

**AMENDMENT NUMBER 1
CITY OF MANDAN NORTH DAKOTA EMPLOYEE RETIREMENT PLAN AND TRUST**

BY THIS AGREEMENT, City of Mandan North Dakota Employee Retirement Plan and Trust (herein referred to as the "Plan") is hereby amended as follows, effective as of July 1, 2016, except as otherwise provided herein:

1. The section of the Adoption Agreement entitled "ELIGIBLE EMPLOYEES" is amended as follows:

ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:

- a. **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
 1. Union Employees (as defined in Plan Section 1.17)
 2. Nonresident aliens (as defined in Plan Section 1.17)
 3. Leased Employees (Plan Section 1.28)
 4. Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.
 5. Other: Employees deferring less than 2% of their compensation to the City of Mandan Deferred Compensation Plan. Employees who work less than 20 hours per week. Sworn Police Officers hired on or after July 1, 2016. (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

The Employer executes this Amendment on the date specified below.

City of Mandan

Date: ~~X~~ _____

By: ~~X~~ _____
EMPLOYER

**AMENDMENT NUMBER 1 TO
CITY OF MANDAN NORTH DAKOTA EMPLOYEE RETIREMENT PLAN AND TRUST**

**SUMMARY PLAN DESCRIPTION
MATERIAL MODIFICATIONS**

**I
INTRODUCTION**

This is a Summary of Material Modifications regarding the City of Mandan North Dakota Employee Retirement Plan and Trust ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of July 1, 2016. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II
SUMMARY OF CHANGES**

1. **Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:
 - leased employees
 - Employees deferring less than 2% of their compensation to the City of Mandan Deferred Compensation Plan. Employees who work less than 20 hours per week. Sworn Police Officers hired on or after July 1, 2016.

CERTIFICATE

I, Jim Neubauer, City Administrator of City of Mandan, do hereby certify that the following resolutions were adopted:

RESOLUTION

BE IT RESOLVED, that the City of Mandan Deferred Compensation Plan, amended and adopted December 13, 2005, is hereby amended effective as of July 1, 2016, in accordance with the Fifth Amendment to the Plan which is attached hereto and made a part of the minutes of this meeting.

RESOLVED FURTHER, that the City Administrator is hereby authorized and instructed to execute said Amendment for and on behalf of the entity, and to certify these resolutions to Jim Neubauer, Cole Higlin, Greg Welch and Heide Delorme as Trustees under said Plan Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this ~~X~~ _____ day of _____, _____,

~~X~~ _____
City Administrator

FIFTH AMENDMENT

TO

City of Mandan Deferred Compensation Plan

WHEREAS, it is desired to amend the Agreement between City of Mandan and Jim Neubauer, Cole Higlin, Greg Welch and Heide Delome as Trustees, dated December 13, 2005, amending in its entirety the City of Mandan Deferred Compensation Plan of which this Amendment is to be effective as of July 1, 2016,

Article 1, Section 1.09 is hereby amended to read:

EMPLOYEE (1.09). The following are Excluded Employees and are not eligible to participate in the Plan (*Choose (a) or choose one or more of (b) through (f) as applicable*):

- (a) **No exclusions.**
- (b) **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
- (c) **Hourly-paid Employees.**
- (d) **All Employees except top-hat group.** All Employees are Excluded Employees except those Employees who the Employer determines are in a select group of management or highly compensated employees as would constitute a “top-hat” group within the meaning of Title I of ERISA.
- (e) **Leased Employees.** The Plan excludes Leased Employees.
- (f) (*Specify*) All full-time and regular part-time employees NOT employed by 1) City of Mandan; 2) Mandan Library; 3) Mandan Park District; 4) Mandan Airport. Sworn Police Officers hired on or after July 1, 2016.

[Note: A Tax-Exempt Organization must elect (d) or in (f) must specify top-hat group Participants by name, title or otherwise.]

IN WITNESS WHEREOF, the Employer and the Trustees have caused this amendment to be executed on their behalf to evidence their assumption of their duties and obligations hereunder as of the date given below.

Date: ✕ _____

City of Mandan
EMPLOYER

BY: ✕ _____

Jim Neubauer
City Administrator

✕ _____

Jim Neubauer
Trustee

✕ _____

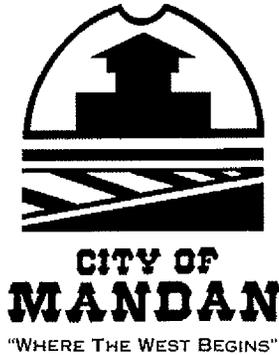
Cole Higlin
Trustee

✕ _____

Greg Welch
Trustee

✕ _____

Heide Delome
Trustee



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 3, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Contract for Services Employee Assistance Program (EAP)

STATEMENT/PURPOSE: To consider the contract for services for the City's Employee Assistance Program.

BACKGROUND/ALTERNATIVES: Our current contract is with CHI St. Alexius Health for our EAP. We have been with the current provider for 8 years. We have 16 employees that utilized the service in 2015. Employees are given the opportunity for confidential counseling services for themselves and family members. The Safety and Wellness committee met on April 21, 2016 and recommends this contract be approved.

ATTACHMENTS: proposed contract

FISCAL IMPACT: the cost for the program as part of our benefits package is \$19.50/employee/year. Total cost for the program is roughly \$2,500/year. (\$19.50 per employee per year x 124 employees)

STAFF IMPACT: This is a benefit provided to employees and staff impact in implementing this contract is minimal.

LEGAL REVIEW: Attorney Brown has reviewed the contract and in addition determined the contract would not need to be bid out.

RECOMMENDATION: To enter into a contract for EAP services with CHI/St. Alexius.

SUGGESTED MOTION: I move to enter into the attached contract for services with CHI St. Alexius for EAP services.

**EMPLOYEE ASSISTANCE PROGRAM
SERVICES AGREEMENT**

THIS EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT (the "Agreement") is made this 1st day of March, 2016, (the "Effective Date") by and between **St. Alexius Medical Center**, a North Dakota nonprofit corporation ("Contractor") and **City of Mandan**, (hereinafter "Business Client").

RECITALS

WHEREAS, Business Client wishes Contractor to provide Employee Assistance Program ("EAP") services to Business Client's employees and their dependents ("Participants"); and

WHEREAS, Contractor is willing to make available its personnel to provide its EAP services to Participants of the Business Client under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth below in this Agreement, the parties agree as follows:

Section 1. Services. Contractor shall make available to Business Client qualified personnel (each a "Provider") to provide such EAP services as may be necessary to meet the needs of Business Client at its locations in North Dakota ("Services"), including Services that are required by state or federal law, or otherwise agreed upon by the parties. In providing Services, Contractor and its personnel shall comply with all applicable rules, regulations, policies, and procedures of Business Client and those of any federal, state, or local regulatory agency/body. For purposes of this Agreement, Services refers to EAP services provided by a Provider who is duly qualified and licensed to provide such services in the state of North Dakota. Services are more particularly described on the attached Exhibit A.

Section 2. Payment. In exchange for the Services provided by Contractor's personnel, Business Client shall pay to Contractor the fees more particularly described in the attached Exhibit B. This Exhibit will be reviewed every year in the remaining contract period 90 days prior to the annual renewal date. An addendum letter labeled Exhibit B will be attached to the contract each year identifying the new rate change, which shall not exceed seven percent (7%) in any one (1) year.

Contractor shall submit a quarterly invoice of all time spent providing Services in the preceding quarter. Payment shall be due within twenty (20) days of receipt of Contractor's invoice. Business Client shall be solely responsible for payments to Contractor for Services rendered hereunder.

Section 3. Term, Renewal, and Termination.

A. Term. The term of this Agreement shall commence on the Effective Date. This Agreement shall have an initial term of two (2) years ("Initial Term") and shall be automatically renewed for additional periods of one (1) year ("Renewal Term") at the end of the Initial Term or any Renewal Term unless either party gives the other party written notice of termination no less than thirty (30) days prior to the end of the applicable term. Notwithstanding the above, Section 2 (Payment) is reviewed annually by both parties 90 days prior to the annual renewal date in each of the remaining years of the contract.

B. Without Cause Termination. Notwithstanding any other provision of this Agreement to the contrary, either party shall have the right to terminate this Agreement without cause or penalty upon not less than forty-five (45) days' prior written notice to the other party.

C. With Cause Termination. Either party shall have the right to terminate this Agreement, for cause, upon thirty (30) days' written notice to the other party. Any such notice shall specify the cause upon which termination is based. The party alleged to be in default shall have thirty (30) days to rectify the cause specified in the notice of termination, and if such cause is not rectified within such thirty (30) day period, this Agreement shall thereupon automatically terminate; provided, however, that if such cause cannot reasonably be rectified within such period, this Agreement shall not automatically terminate as long as such party has commenced to rectify the cause within such thirty (30) day period and thereafter diligently and continuously proceeds to rectify such cause. It is understood and agreed by the parties that "cause" for termination subject to notice and cure under this Section shall include either party's material breach of any of its obligations under this Agreement.

D. Termination. In the event of termination of this Agreement:

- (a) Contractor and Business Client shall promptly review all work in progress. Contractor shall be responsible only for any work commenced prior to the termination date, and any and all charges which may be due and payable to Contractor at the termination date shall be paid within thirty (30) days of the effective termination date.
- (b) Contractor will provide EAP services and assistance as may be necessary to promptly transfer in the manner required by applicable law, rules, and regulations, all records related to EAP services rendered as well as EAP services in process. If care is being transferred or records are to be released to another provider, this information would only be released upon receiving signed and valid authorizations from the eligible individuals who are affected.

Section 4. Contractor's Obligations.

A. Pre-Scheduled Basis. Contractor shall make Providers available to provide Services on a schedule to be mutually agreed between the parties. Contractor's obligation to provide Services hereunder is expressly conditioned upon Contractor having sufficient personnel available and willing to provide such services, in Contractor's sole determination. If for any reason Contractor does not have personnel available to provide Services, it shall provide Business Client with as much advance notice as practicable under the circumstances. Contractor shall not be liable to Business Client for damages otherwise due to Contractor's failure or inability to provide Services based on insufficiency or unavailability of Contractor personnel for any reason. If during the term of this Agreement, additional personnel is required due to a specific new program needs and/or mandated state requirements, Contractor will provide personnel, as staffing permits.

B. Compliance; Licenses. Services shall be provided in accordance with all applicable federal, state, and local laws, regulations, and standards. Contractor and/or its personnel shall maintain all state and/or federal licenses, certifications, registrations, and permits necessary for Contractor and its personnel to provide Services to Business Client.

C. Coordination. All Services will be provided by Contractor in coordination with Business Client.

Section 5. Business Client's Obligations.

A. Space and Equipment. Business Client shall furnish, at its expense, for the use of Contractor and its personnel during the term of this Agreement, sufficient area and equipment needed to provide the Services.

B. *Administrative Services.* Business Client shall provide such administrative assistance as may be reasonably necessary to support the provision of Services.

Section 6. Ethical and Religious Directives. Business Client agrees that throughout the term of this Agreement, Contractor or any individual employed by Contractor who provide services pursuant to this Agreement, will provide all services in accordance with *the Ethical and Religious Directives for Catholic Health Care Services*, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops as amended from time to time and as interpreted by the local bishop. The *Ethical & Religious Directives* are available at the following website: <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>

Section 7. Recordkeeping. If and to the extent required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, each party agrees to make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Business Client under this Agreement. Each party further agrees that in the event a party carries out any of its duties under this Agreement through a subcontract with a related organization, and the subcontract has a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, the subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of services pursuant to the subcontract, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the subcontract and such books, documents, and records of the related organization as are necessary to verify the nature and extent of such costs. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

Section 8. Excluded Provider Provisions. Each party hereby represents and warrants to the other that neither it nor its employees, agents, and subcontractors now or hereafter engaged by such party to provide services under this Agreement (collectively, a "Representative") is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any of its Representatives from any federally-funded health care program, including the Medicare and Medicaid programs. In the event that a party or any of its Representatives are excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date it is determined that a party or any of its Representatives are in breach of this Section, this Agreement shall, as of the date of such exclusion or breach, automatically terminate provided, however, that if the breaching party immediately removes any Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under this Agreement, this Agreement shall not automatically terminate. Each party shall indemnify, defend, and hold harmless the other against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any violation of this Section by a party or any of its Representatives or due to the exclusion of a party or any of its Representatives from a federally-funded health care program, including the Medicare or Medicaid programs. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

Section 9. Ownership of Records. Patient records, charts, reports, and other similar items produced by Contractor personnel in the performance of Services under this Agreement shall be and remain the sole property of Contractor.

Section 10. Insurance. Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and comprehensive public liability. The insurance coverage shall cover all of Contractor's services hereunder. Contractor shall provide Business Client with a certificate(s) evidencing such insurance coverage upon request.

Business Client shall, at Business Client's sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for commercial general liability; and applicable state statutory limits for workers compensation. In addition to the coverages specifically listed herein, Business Client shall maintain any other usual and customary policies of insurance applicable to the work being performed pursuant to this Agreement. This Section shall survive the expiration or termination of this Agreement for any reason.

Section 11. Indemnification. Each party (the "Indemnitor") shall indemnify, defend, and hold harmless the other party (the "Indemnitee") and its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, to the extent resulting, directly or indirectly, out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of the Indemnitor in connection with the Indemnitor's obligations under this Agreement, except to the extent any such action, claim, demand, liability, loss, damage, cost, or expense was caused by the negligent or intentional act or omission of the Indemnitee or directors, officers, employees, agents, representatives, assigns, successors, or subcontractors. The obligations of this paragraph shall survive the expiration or termination of this Agreement for any reason.

Section 12. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon personal delivery; or twenty-four (24) hours following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such service, or following transmission by electronic facsimile, if subsequently mailed as provided herein; or forty-eight (48) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, and in any case addressed as follows, or to such other addresses as the parties may designate from time to time:

If to Contractor:
St. Alexis Medical Center
900 East Broadway
Bismarck, ND 58501
Attn: CEO

If to Business Client:
City of Mandan
205 2nd Ave NW
Mandan, ND 58554
Attn:

or to such other address as either party may from time to time designate for itself by written notice.

Section 13. Confidentiality and Non-Disclosure. Each of the parties shall hold in confidence the information contained in this Agreement and each of them hereby acknowledges and agrees that all information related to this Agreement (including its existence), not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of the other party except: (i) to the extent necessary to comply with any law, rule, or regulation or the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of a party's normal reporting or review procedure, to its auditors and its attorneys; (iii) to the extent necessary to obtain appropriate insurance, to a party's insurance agent; or (iv) as necessary to enforce their rights and perform their agreements and obligations under this Agreement. The parties intend that the obligations and rights

contained herein relating to confidentiality of information exchanged by the parties shall be binding and enforceable even in the event of the termination or cancellation of this Agreement.

Section 14. HIPAA. The parties intend that all Services performed hereunder shall fully comply with all applicable federal, state, and local laws, rules, and regulations. Specifically, but not by way of limitation, the parties intend that the provision of Services shall comply with requirements imposed by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Business Client further agrees that, if deemed necessary by Contractor, it will require each individual receiving Services hereunder to execute such forms, releases, waivers, or similar documentation as Contractor deems necessary.

Section 15. Independent Contractor. In the performance of the duties and obligations of Contractor and its personnel under this Agreement, it is mutually understood and agreed that with respect to Business Client, Contractor and its personnel are at all times acting and performing as independent contractors; that Business Client shall neither have nor exercise any control or direction over the methods by which Contractor or its personnel shall perform his/her/its work and functions, except that Contractor/personnel is expected to perform his/her/its work and functions at all times in accordance with then currently approved methods and practices of his/her/its professional specialty; and that the sole interest of Business Client is that the Services are performed and rendered in a competent, efficient, and satisfactory manner in accordance with community medical standards and applicable accreditation standards. The parties expressly agree hereto that no work, act, commission, or omission of Contractor or its personnel shall be construed to make either the agent, employee, or servant of Business Client. Contractor shall be solely responsible for the salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance, and similar items of its personnel.

Section 16. Jeopardy. Notwithstanding anything herein to the contrary, in the event the performance by any party hereto of any term, covenant, condition, or provision of this Agreement shall jeopardize the licensure of any party, the participation of any party in, or the payment or reimbursement from, the Medicare, state-sponsored Medicaid program, Blue Cross, TRICARE, or other reimbursement or payment programs, or a party's full accreditation by any state or nationally recognized accrediting organization, or the tax-exempt status of a party, any of its property or financings (or the interest income thereon, as applicable), or will prevent or prohibit any person from utilizing Contractor or any of its services, or if for any other reason performance hereunder violates any statute or ordinance or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the medical or hospital fields with respect to any party, the parties shall immediately initiate negotiations to resolve the matter through appropriate amendments to this Agreement. If the parties are unable to resolve the matter within thirty (30) days thereafter, either party may, at its option, terminate this Agreement forthwith.

Section 17. Confidentiality and Compliance Reporting. Each party shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other party, release or share such information with any third party, except as may be required by law. Each party agrees that prior to reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with Contractor's Corporate Responsibility Officer and Contractor's Legal Counsel, and unless otherwise required by law, provide such party with an opportunity to investigate and appropriately report any compliance matter brought to its attention by the other party.

Section 18. Miscellaneous.

A. No Referrals. No provision of this Agreement is intended as an inducement to give or receive, or an offer to give or receive, anything of value, either directly or indirectly, for the referral of

residents or for the arranging or furnishing of any item or service for which payment may be made by Medicare, Medicaid, or any other federal health care program.

B. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

C. Assignment. Business Client shall not have the right or the power to assign this Agreement nor any of the rights or obligations inuring to or imposed upon it herein, and any attempted or purported assignment shall be null and void and of no effect. Contractor may, upon written notice to Business Client, assign this Agreement to any entity related by ownership or control to Contractor.

D. No Joint Venture. It is expressly understood by the parties hereto that neither party is an agent, partner, or joint venturer with or of the other.

E. Governing Law. The laws of the state of North Dakota shall govern this Agreement, without giving effect to conflicts of law doctrines.

F. Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

G. Authority. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such entity. Neither party to this Agreement shall have any power or authority to bind the other party without such other party's express written consent.

H. No Third Party Rights. This Agreement has been made and is made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

I. CHI Standards of Conduct. Business Client recognizes that it is essential to the core values of Contractor that all persons and entities employed by or otherwise contracting with Contractor at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *Catholic Health Initiatives (CHI) Standards of Conduct*, as may from time to time be amended by Contractor. As of the date of this Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide (E@W Guide)* which is available at the following website: <http://www.catholichealthinitiatives.org/corporate-responsibility>. Business Client acknowledges that it has electronically accessed, obtained or otherwise received a copy of the E@W Guide and has read and understands the same, and hereby agrees that, so long as this Agreement remains in effect, Business Client shall act in a manner consistent with, and shall at all times abide by, the *CHI Standards of Conduct*, to the extent the same are applicable to Business Client in the performance of this Agreement. In the event that Contractor determines in good faith that Business Client has breached Business Client's obligations pursuant to this Section, Contractor may, upon notice to Business Client immediately terminate this Agreement.

J. Waiver. All waivers of rights, powers, and remedies by a party to this Agreement must be in writing. No delay, omission, or failure by a party to exercise any right, power, or remedy to which a

party may be entitled shall impair any such right, power, or remedy, nor shall such be construed as a release by a party of such right, power, or remedy or as a waiver of or acquiescence in any such action, unless such action shall have been cured in accordance with the terms of this Agreement. A waiver by a party of any right, power, or remedy in any one instance shall not constitute a waiver of the same or any other right, power, or remedy in any other instance.

K. Attorney's Fees. Should either party institute any action or proceeding arising out of this Agreement, the substantially prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the substantially prevailing party in connection with such action or proceeding. The court or arbitrator, as applicable, shall make the determination of which party is the "substantially prevailing party" at the time of the action or proceeding, as the case may be. Notwithstanding the foregoing, attorneys' fees incurred in enforcing any judgment are recoverable as a separate item and such agreement of the parties is intended to be severable from the other provisions of this Agreement and is intended to survive any judgment and is not to be deemed merged into any judgment.

L. Compliance With All Laws, Regulations and Standards. Both parties shall comply fully with all applicable federal, state, and local laws, rules, and regulations in performing their respective duties and obligations under this Agreement.

M. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any other cause beyond the reasonable control of either party.

N. Equal Employment Opportunity. Hospital is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 C.F.R. 60-1.4(a), 41 C.F.R. 60-300.5, 41 C.F.R. 60-741.5 as well as 29 C.F.R. Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this contract, Contractor represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the forgoing statutes, rules and regulations and all amendments thereto. To the extent applicable, Hospital and Contractor shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

O. Prohibition on Child Labor and Human Trafficking. Each Party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Victims Protection Reauthorization Act of 2013, Executive Order – *Strengthening Protections Against Trafficking in Persons in Federal Contracts*, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization's ("ILO") Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization ("ISO") certification, the Parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a Party disqualifies any site that uses

unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, *Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime*, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/4720706c0.html>). Contractor acknowledges CHI's efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help> and represents and warrants to CHI that he or she undertakes periodic inspections of his/her practices and staff regarding services hereunder to ensure compliance with the foregoing. Contractor agrees upon request to provide CHI with evidence and/or recordkeeping of compliance with this provision.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the effective date.

St. Alexis Medical Center, Contractor

City of Mandan

Business Client

By: _____
Kurt Schley, CEO

By: _____

Its: _____

EXHIBIT A
Description of Services

Provider Responsibilities

1. Provider will provide specific management consultation, upon request, to Business Client managers and others with supervisory responsibility in dealing with problems relating to deteriorating job performance by individual employees.
2. Provider will provide follow up, as necessary, to monitor referred employees' adherence to the agreed course of treatment. Provider will make progress reports to Business Client managers on employees they refer to the EAP. Such progress reports will be conditioned upon a valid consent to release information and any required HIPAA authorization and limited to reporting whether the employee is cooperating with the treatment program.
3. Provider will assist Business Client in preparing a management guide for the EAP and will furnish ideas, copy suggestions and other assistance on a continuing basis for use in Business Client publications, special mailings or other media to maintain awareness of the EAP services by Business Client managers and employees.
4. From time to time, Provider may provide other services not specifically covered by this Agreement. Any additional services to be provided will be set forth in a subsequent written agreement between Provider and Business Client.
5. Provider will prepare quarterly utilization reports in a manner which will de-identify the Business Client employee's and members of such employee's families' protected health information as permitted by applicable law.
6. Provider shall make available to Business Client qualified professionals or subcontractors to provide such services as may be required pursuant to this Agreement.

Provider's performance of this contract shall be as follows:

EAP Consultation Services

1. Develop EAP Policy and Procedure as requested
2. Provide a Management Briefing at location determined by Business Client
3. Develop and Review Time Line for Orientation/Supervisory Training as requested
4. Draft Letter for distribution to all Employees
5. Formation and Consultation with Business Client's HR Director for EAP Development
6. Development of Quarterly Utilization Reports
7. Provide bi-monthly "Professional Update" publications
8. Provide bi-monthly "Supervisory Update" publications
9. Provide supervisory/employee training sessions three (3) times per year at multiple Provider designated locations through the Enhancing Excellence in the Workplace series of educational and training presentations
10. Provide easy access website
11. Provide Posters for Business Client on an annual basis as necessary
12. Periodically, management may identify and request additional ongoing management/supervisory process training which could involve or be provided by the EAP staff of Provider. Such services

will be designed and cost estimated prior to implementation and a written agreement between the parties shall be executed documenting such additional fees and services.

EAP Administrative/Management/Supervisory Training

Provider will conduct EAP administrative/supervisory training sessions at Business Client offices in Mandan , North Dakota at time of EAP implementation. Provider shall provide a one (1) hour training program for all Business Client supervisors and administrators. The training format shall include:

1. Objectives of training program
2. EAP Supervisory Training Booklet
3. Discussion of why Business Client is contracting for EAP Services
4. Review of policy and procedure specific to the EAP as well as in relation to the supervisory referral process
5. Typical personal problems causing performance difficulty
6. Basic principles of the EAP
7. Five steps of the "Constructive Intervention Process"
8. Case illustrations

EAP Employee Education

Provider will provide EAP employee orientation sessions at Business Client offices in Mandan , North Dakota of one-half hour duration. General and specific information would be provided relative to the EAP, including:

1. What is the EAP
2. Why an EAP is available
3. Policy and Procedure
4. EAP Brochure
5. Basic principles of the EAP
6. Typical types of problems observed
7. Methods to access the EAP
8. Description of Contractor's EAP staff specialties
9. Identify various locations where EAP services can be received

The length and scheduling of EAP Administrative/Supervisory Training and EAP Employee Orientation sessions can be adjusted to meet the needs of Business Client's management and employment staff. This could include an early morning or evening training session.

EAP Administrative/Supervisory Training and EAP Employee Orientation sessions will be offered at Business Client offices in Mandan , North Dakota one time per year, upon request of the Business Client.

EAP Administrative/Supervisory Training or EAP Employee Orientation for Business Client office locations outside of the Mandan , North Dakota area will be cost estimated before Provider undertakes such services, and Provider will proceed only upon written request from Business Client and agreement to pay the additional fees.

Clinical Services

Provider will provide specific assistance to Business Client employees and members of their immediate families who have been referred to the EAP or who request such service of their own volition. Provider and Business Client will adopt safeguards to ensure the privacy of Business Client employees and their family members by maintaining confidentiality regarding EAP services. Provider will counsel and encourage Business Client employees to proceed with a course of assistance by referring the individual to clinical or supportive organizations and medical professionals.

Long-term clinical therapies, inpatient or outpatient medical, psychological, psychiatric, or substance abuse treatment modalities and medications are beyond the scope of EAP services to be provided under this Contract.

In the event long-term therapy or treatment is indicated, referral will be made by Provider's EAP staff to an appropriate resource(s). Provider will familiarize itself with Business Client's benefit program so that it can advise employees as to available coverage thereunder of services by such organizations or professionals. Provider will exercise good faith efforts in obtaining recognition of Business Client's benefits program requirements as to accreditation of such agencies, so that eligibility for medical expense reimbursement to the employee under Business Client's benefits program is not jeopardized.

Core 3 Plan and Variable 3 Plan -- Business Client employees and members of their immediate families will receive an assessment of their presenting problem and up to two (2) additional EAP sessions for further assessment, evaluation, or counseling for that problem. During the term of this contract, Business Client employees and members of their immediate families may present multiple problems for which assessment, evaluation or treatment by the EAP may be appropriate. Under the provisions of this Contract an eligible employee and/or a member of the immediate family would receive additional EAP services from the EAP, providing the new problem is not related to a situation for which EAP services have already been received. The employee and/or family member will receive an assessment of the "new" presenting problem and up to two (2) additional sessions.

Core 8 Plan and Variable 8 Plan -- Business Client employees and members of their immediate families will receive an assessment of their presenting problem and up to seven (7) additional EAP sessions for further assessment, evaluation, or counseling for that problem. During the term of this contract, Business Client employees and members of their immediate families may present multiple problems for which assessment, evaluation or treatment by the EAP may be appropriate. Under the provisions of this Contract an eligible employee and/or a member of the immediate family would receive additional EAP services from the EAP, providing the new problem is not related to a situation for which EAP services have already been received. The employee and/or family member will receive an assessment of the "new" presenting problem and up to seven (7) additional sessions.

EXHIBIT B
Payment

Effective Date 3 / 1 / 2016

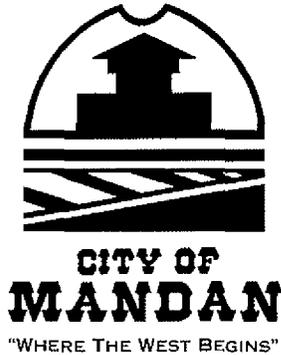
Charges to the Business Client for EAP services shall be as follows:

Name of Plan	No. of Employees*	No. of Sessions	Annual Rate	Plan Requested
Core 3 Plan	Less than 50	3	\$750	
Core 8 Plan	Less than 50	8	\$1,000	
Variable 3 Plan	Greater than or equal to 50	3	\$14.75/employee	
Variable 8 Plan	Greater than or equal to 50	8	\$19.50/employee	X

The above fees are subject to an annual adjustment, which shall not exceed seven percent (7%): ---

Fees and charges for services by providers to which a Business Client employee or family member is referred by Contractor/Provider shall be the sole responsibility of the employee and not of Business Client or Contractor/Provider. Provider will so inform any individual receiving such a referral.

*Employee count for the initial term.



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 1, 2016
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Portability Enhancement Provision Agreement with NDPERS

STATEMENT/PURPOSE: To consider the Portability Enhancement Provision Agreement (PEP) with the North Dakota Public Employees Retirement System (NDPERS) Law Enforcement Retirement Plan.

BACKGROUND/ALTERNATIVES: The NDPERS Law Enforcement Retirement (Defined Benefit) Plan for Mandan Police Officers is set to take effect July 1st, 2016.

The Portability Enhancement Provision (PEP) is an option for the city to agree to. It would give an advantage to employees in the Defined Benefit Plan who are also contributing pre-taxed money into a 457 Deferred Compensation Plan. The advantage is that for every dollar the employee contributes to a 457 plan, NDPERS will transfer one dollar of the employer contribution to the employee's member account balance in their Defined Benefit Plan. There are minimum and maximum contributions for the PEP. They are explained on an attachment to this document.

ATTACHMENTS: (1) Portability Enhancement Provision Agreement (2) PEP Brochure

FISCAL IMPACT: None.

STAFF IMPACT: The PEP agreement would require city staff to report monthly to NDPERS the dollar amount that each eligible employee is contributing to a supplemental deferred compensation program. The other responsibilities of the employer are explained on the attached agreement.

LEGAL REVIEW: These documents were sent to City Attorney Brown for his review.

RECOMMENDATION: I recommend approval of the NDPERS Portability Enhancement Provision Agreement.

SUGGESTED MOTION: I move for approval of the NDPERS Portability Enhancement Provision Agreement with the city, offering this to all eligible City of Mandan employees effective July 1st, 2016.

**PORTABILITY ENHANCEMENT PROVISION (PEP) AGREEMENT FOR PARTICIPATING
EMPLOYERS OFFERING
A SUPPLEMENTAL DEFERRED COMPENSATION PROGRAM**

This agreement is made and entered into this _____ day of _____, _____, by and between the North Dakota Public Employees Retirement System (NDPERS) and CITY OF MANDAN, MANDAN, ND (Employer).

I. Purpose.

The purpose of this agreement is to document specific areas of responsibility with respect to the Employer's participation in the vesting of employer contributions allowed by N.D.C.C. § 54-52-11.1. The parties understand the Employer is not required to offer this additional opportunity to its employees. The vesting of employer contributions allowed by N.D.C.C. § 54-52-11.1 is only available for employees making voluntary salary reduction contributions to the Employer's eligible §457(b) deferred compensation plan or elective deferrals to the Employer's tax-qualified §403(b) tax-sheltered annuity program. The vesting provision under N.D.C.C. § 54-52-11.1 is not available for Employer elective or nonelective contributions, or employee after-tax contributions. The Employer hereby certifies it is currently offering its employees the following supplemental deferred compensation program: (initial all that apply)

_____ an eligible §457(b) deferred compensation plan
_____ a tax-qualified §403(b) tax-sheltered annuity program

Payroll for MANDAN is _____ times per month and payroll dates are as follows:

II. Employer Responsibilities.

The Employer agrees to:

- A. Offer the option to participate in the vesting of employer contributions allowed by N.D.C.C. § 54-52-11.1 to all of its employees who are eligible to participate in both the PERS retirement program and the Employer's supplemental Internal Revenue Code section 457 or 403(b) deferred compensation program.
- B. Notify NDPERS monthly, utilizing the Deferred Compensation Deduction Transmittal Form, of the name and social security number of any and all employees participating in the Employer's supplemental Internal Revenue Code section 457 or 403(b) deferred compensation program, as well as the amount the employee is contributing on a monthly basis to the supplemental deferred compensation program, and whether an employee ceases participation in the Employer's supplemental deferred compensation program.

- C. Immediately notify NDPERS if the Employer discontinues its supplemental Internal Revenue Code section 457 or 403(b) deferred compensation program.
- D. To the extent required by law for its program, be the fiduciary for its supplemental deferred compensation program, including, but not limited to, educating its employees regarding the program and ensuring compliance with applicable Internal Revenue Code provisions.
- E. Allow NDPERS to periodically audit the Employer for purposes of ensuring compliance with this agreement.

III. NDPERS Responsibilities.

- A. NDPERS will credit vested employer contributions to the participating member's account balance on a monthly basis as required by N.D.C.C. § 54-52-11.1.

IV. General Terms and Conditions.

- A. Amendment. This agreement may be amended by written agreement between NDPERS and the Employer.
- B. Period. This agreement will be in effect as long as the Employer participates in the NDPERS retirement program and offers an eligible supplemental Internal Revenue Code section 457 or 403(b) deferred compensation program. If the Employer discontinues its supplemental deferred compensation program or ceases participation in the NDPERS retirement program, this agreement shall immediately terminate and the Employer's employees shall no longer be eligible for vesting in Employer contributions pursuant to N.D.C.C. § 54-52-11.1 for contributions made after the termination of this agreement. The Employer specifically acknowledges that participation in the NDPERS retirement program and offering an eligible supplemental Internal Revenue Code section 457 or 403(b) deferred compensation program are required to take advantage of the employer contribution vesting pursuant to N.D.C.C. § 54-52-11.1. Either the Employer or NDPERS may terminate this agreement with 60 days written notice for any reason.
- C. Delay. Neither party shall be liable for any delay in or failure of performance under this Agreement due to an act of God or due to war mobilizations, insurrections, rebellion, civil commotion, riot, act of extremist or public enemy, sabotage, labor dispute, explosion, fire, flood, storm, accident, drought, equipment failure, power failure, fuel or energy shortages, unavoidable delay of carriers, embargo, law, ordinance, act, rule or regulations of any government, whether valid or invalid.
- D. Assignment and Delegation. The Employer may not assign or otherwise transfer or delegate any right or duty without the express written consent of NDPERS.

E. Applicable Law. This agreement is governed by the laws of the State of North Dakota.

F. Vendor. The Employer is currently using the services of the following vendor, and will immediately notify NDPERS if the Employer changes vendor:

Vendor Name: _____

Vendor Contact: _____

Vendor Address: _____

G. Notices. Whenever notices and correspondence are required or permitted to be given under this Agreement, such notice shall be given by personal delivery to the other party or may be sent by first class mail, postage prepaid, to the other party at the following addresses:

To NDPERS: North Dakota Public Employees Retirement System
400 East Broadway, Suite 505
P.O. Box 1657
Bismarck, ND 58502-1657
(701) 328-3900

To Employer: _____

IN WITNESS WHEREOF, the undersigned have executed the Agreement this _____ day of _____, 20_____.

Employer:

NDPERS:

Signature Date

Sparb Collins Date

Name (printed)

Executive Director, NDPERS

Title

Are you taking full advantage of your employer's Portability Enhancement Provision (PEP)?

Help build your retirement savings.

Your benefits package comes with a powerful advantage commonly referred to as PEP.

If you are not currently saving in the NDPERS 457(b) Deferred Compensation Plan – or you are saving, but only the minimum contribution of \$25, you are losing out on an opportunity to direct a greater portion of the employer contribution into your member account balance within the NDPERS Defined Benefit Pension Plan.

You receive the greatest benefit by enrolling in the Deferred Compensation Plan at the time you begin employment, but you may enroll or increase contributions at any time to save pre-tax dollars for your future retirement. For every dollar you put into a Deferred Compensation plan, NDPERS will transfer one dollar of the employer contribution to your NDPERS member account balance, subject to a vesting schedule. Employees who have over 36 months of retirement service credits and are saving up to 4% or more of their pre-tax gross salary in the Deferred Compensation plan are receiving the maximum PEP vesting amount at NDPERS. This means 4% of your gross salary designated as an Employer Contribution amount at NDPERS is being redirected into your member account balance within the Defined Benefit Pension Plan!

Retirement Service Credit	Minimum Vesting Contribution	Maximum Vesting Distribution
0-12 Months	▶ \$25 or more	▶ 1% of gross salary
13-24 Months	▶ \$25 or more	▶ 2% of gross salary
25-36 Months	▶ \$25 or more	▶ 3% of gross salary
37+ Months	▶ \$25 or more	▶ 4% of gross salary

What this means for you

Regardless of when you elect to enroll, your PEP contribution will be credited to your member account beginning with your first month in the program. The vesting schedule for PEP contributions is based upon your existing service credit in the retirement program and the amount you defer into an approved Deferred Compensation plan, such as the NDPERS Companion Plan. You have the benefit of saving pre-tax dollars up to the regular annual limit of \$18,000 in 2016. If you are 50 years of age or older, you may contribute up to an annual amount of \$24,000 in 2016.

If you participate and save in the Deferred Compensation Plan, your member account balance will be automatically credited with the amount of employer contribution you have vested in each month.

Next Steps

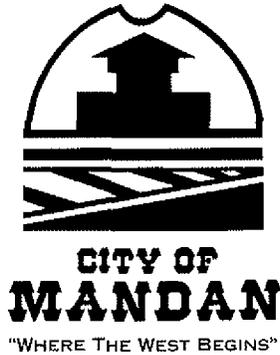
To enroll or increase your contribution amount, you may do so on your PERSLink Member Self Service account (<http://www.nd.gov/ndpers/perslink-mss/perslink-mss-info.html>).

1. Go to your NDPERS Member Self Service site and click on *Enroll, Update or View Plans*.
2. Choose *Deferred Compensation*.
3. Click *Change Amount* and indicate the new amount per pay period you'd like to contribute to maximize your PEP vesting and save for retirement.

If you would like to speak to TIAA-CREF, call 800 842-2252, Monday to Friday, 7 a.m. to 9 p.m. and Saturday, 8 a.m. to 5 p.m. (CT). Or visit www.tiaa-cref.org/ndpers

Or to schedule a consultation with a TIAA-CREF representative to meet with you in person or by phone, call 800 877-6602 ext. 453141 or locally, 952 830-3141.

For questions about the NDPERS Group Retirement Plan or PEP or to schedule an appointment, please contact NDPERS at 800 803-7377.



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 31, 2016
PREPARATION DATE: May 24, 2016
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler, Chief of Police
PRESENTER: Jason Ziegler, Chief of Police
SUBJECT: Consider Towing Contracts for 2016

STATEMENT/PURPOSE: Consider approval of towing and wrecker service contracts for the City of Mandan for the remainder of 2016.

BACKGROUND/ALTERNATIVES: The City of Mandan Police Department routinely uses towing and wrecker services for the removal of vehicles from public streets as a result of traffic accidents and parking violations. The tow companies also provide for the storage of vehicles on behalf of the City of Mandan until they can be legally auctioned. Funds from auctioned vehicles are deposited into the City of Mandan's General Fund.

The Police Department solicited seven informal bids and four companies responded by submitting bids. Three of the responding companies have been utilized by the Police Department for a many years and have provided good service. The fourth company did not currently meet all of the requirements.

The term of these contracts will be for the remainder of the 2016 at which time bids will be solicited on an annually basis.

ATTACHMENTS: Towing contracts for Bergs 24 Hour Towing, Ace 24 Hour Towing and Dakota Towing.

FISCAL IMPACT: The estimated cost for the towing and storage of vehicles for the remainder of 2016 is \$8,000.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Recommend signing contracts with Berg's 24 Hour Towing, Ace 24 Hour Towing and Dakota Towing.

SUGGESTED MOTION: Move to approved towing contracts with Bergs 24 Hour Towing, Ace 24 Hour Towing and Dakota Towing for the term of the contract.



MANDAN CITY POLICE

Jason J. Ziegler
Chief of Police
205 1st Ave. N.W.
Mandan, ND 58554
(701) 667-3250

April 11, 2016

Bergs Towing
910 Industrial Drive
Bismarck, ND 58501

Dear Towing Operator,

I am in the process of re-establishing an annual tow contract that will run from January 1 to December 31 on an annual basis. As you know, we have been operating without a tow contract for a number of years so the 2016 contract year will obviously be a short year. As we move forward I will typically initiate the process every November so that we have a contract in place by the following January.

In an effort to get the process started I am soliciting a minimum of three quotes for the 2016 towing contact for the City of Mandan Police Department. I have attached copy of the contract for your review and bids. Please submit your bid to me no later than 5:00 PM on May 11th, 2016. The City of Mandan also reserves the right to refuse any and all bids.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Leingang".

Paul Leingang
Deputy Chief

CITY TOWING SERVICE CONTRACT

Subject to the following terms and conditions, Berg's 24 Hour Towing (hereinafter referred to as towing operator) hereby agrees to furnish towing and wrecker service to the City of Mandan during the period from January 1, 2016 to December 31, 2016 and the City of Mandan agrees to pay the towing operator the fee or fees for such services as set forth below:

1. The towing operator must own, operate, or have ready access to the following equipment and meet the following requirements and shall permit inspection of the equipment by a representative of the Mandan Police Department.
 - a) The towing operator must have a tow truck(s) or wrecker(s) capable of towing any motor vehicle or trailer, including snowmobiles, boat trailers, passenger cars, pick-ups, recreational vehicles, and semi-tractors or trailers. If the operator does not have a large wrecker, he must have a signed contract with the operator of a large wrecker, and produce a copy of such.
 - b) The truck(s) must be equipped with dollies.
 - c) The truck(s) must be equipped with a winch capable of pulling any vehicle from snow banks, mud or ditches.
 - d) An air tank must be available.
 - e) Broom and shovel for cleaning up debris must be carried on the truck(s). The towing operator shall clean up and dispose of glass and other debris from accident scenes.
 - f) The towing operator must provide a telephone number that is answered 24 hours a day and at least one truck must be available for call 24 hours a day.
 - g) Employees to operate wreckers must also be available for call 24 hours a day.
 - h) The towing operator must respond and have a truck at the location where requested within 20 minutes of receiving the call. The exception to this would be calls requiring the larger wrecker or semi. The time for them will be 60 minutes.
 - i) The truck(s) must be so equipped as to be capable of safely towing any vehicle without causing damage to the vehicle towed.
2. The towing operator agrees to tow vehicles only upon request by a Mandan Police Department employee or by the owner or operator of such vehicle.
3. The towing operator agrees that all vehicles towed at the request of the MPD shall be towed to the tow companies impound lot or another location as directed by the MPD. This will include the police squad cars and other police units.

4. The towing operator agrees to maintain a secure impound lot for all stored vehicles. A secure impound lot must consist of at least a fence and locking gate.
5. When a "show up call" fee is justified, it shall not exceed the tow contract fee that would apply under this contract. This will include circumstances where the wrecker is called, and in the meantime before they arrive, the owner shows up and agrees to pay the wrecker operator directly.
6. The towing operator understands that no special preference will be given to the towing operator with respect to referrals for non-impound accident tows.
7. The towing operator will not subcontract work under this contract to another individual or company without the written permission of the City of Mandan. The request to subcontract must be submitted to the Chief of Police. The request must be in writing and it must explain the subcontract proposal in detail.

The towing operator agrees that the towing fee paid to the towing operator shall be according to the following schedule. The towing operator shall submit a bill to the police officer for towing services at the time the service is provided. Payment to the towing operator for all fees for services provided during any one month will be made by check following the end of that month.

FEE SCHEDULE

CARS, MOTORCYCLES, PICK-UPS (Under 1 Ton)

Towing to include clean-up.....	<u>115.⁰⁰</u>
Hauling on flatbed.....	<u>140.⁰⁰</u>

RECREATIONAL VEHICLES

Towing:

a. Small unit on pick-up chassis.....	<u>115.⁰⁰</u>
b. Medium unit on small truck chassis (1 ton)	<u>140.⁰⁰</u>
c. Large unit on mid-to-large sized truck chassis (above 1 ton)	<u>225.⁰⁰</u>

TRAILERS

a. Small (utility, boat, snowmobile)	<u>115.⁰⁰</u>
b. Medium (horse, stock, flatbed)	<u>140.⁰⁰</u>
c. Large (5 th wheel, semi, commercial)	<u>225.⁰⁰</u>

STORAGE FEES

a. Cars, Pick-Ups & Motorcycles	For Registered owner	<u>50.⁰⁰ day</u>
	For PD	<u>30.⁰⁰ day</u>
		3. ⁰⁰

- b. Recreational Vehicles For P.D. 15.00 day = 3.00 *OK* For Registered owner 50.00 day
- c. Trailers For P.D. 25.00 day = 3.00 *OK* For Registered owner 50.00 day

MISCELLANEOUS CHARGES PER HOUR (to be prorated in 10th of an hour increments)

- a. Digging Out..... 30.00 per 10 180.00
- b. Special handling of contents/load..... 30.00 per 10 180.00
- b. Waiting at the scene (time to start 10 minutes after arrival) 30.00 per 10 180.00

OTHER CHARGES (Not Prorated)

- a. Winching..... 75.00
- b. Dollyng..... 75.00
- c. Hauling On Flatbed..... 150.00
- d. Unlock/Relock Doors (At MPD employee's request. Does not apply if done simply to accomplish tow.) 25.00
- e. Unhook/Re-hook Transmission Linkage (At MPD employee's request. Does not apply if done simply to accomplish tow.) 25.00
- f. Mileage Outside City Limits (Per Mile) 5.00
- g. Cutting Lock (on boat hitch or similar circumstances) 25.00
- h. Airing Tires (per tire) 25.00

- 8. The towing operator agrees to save and hold harmless and to indemnify the City of Mandan for all or any loss, claim, suit or damages, direct or consequential, which the City may suffer as a result of the negligence of the towing operator or its employees.
- 9. The towing operator agrees to carry a \$1,000,000 combined single limit bodily injury and property damage liability insurance policy that covers vehicles and personal property in or upon the vehicle. Insurance policy will include the City of Mandan Police Department as an additional insured. The towing operator agrees to provide a certificate of insurance or other proof of coverage upon request of the Chief of Police.
- 10. The towing operator agrees that the Mandan Police Department may, at their discretion, may terminate the contract of the towing firm if during any one-month period the Police Department receives two or more complaints on the towing firm regarding any part of the towing contact to include, but not restricted to, response time, operation of equipment, damage to vehicles and clean-up after an accident.
- 11. Either party may terminate the contract without cause upon sixty days' written notice to the other party.

Dated this _____ day of _____, 2016.

_____ City of Mandan

By: _____ By: _____
President
Board of City Commissioners

Attest:

Towing Operator *Jessica Wolf*
Berg's 24 Towing / Jessica Wolf
Chief of Police _____



MANDAN CITY POLICE

Jason J. Ziegler
Chief of Police
205 1st Ave. N.W.
Mandan, ND 58554
(701) 667-3250

April 11, 2016

ACE Towing
910 Industrial Drive
Bismarck, ND 58501

Dear Towing Operator,

I am in the process of re-establishing an annual tow contract that will run from January 1 to December 31 on an annual basis. As you know, we have been operating without a tow contract for a number of years so the 2016 contract year will obviously be a short year. As we move forward I will typically initiate the process every November so that we have a contract in place by the following January.

In an effort to get the process started I am soliciting a minimum of three quotes for the 2016 towing contact for the City of Mandan Police Department. I have attached copy of the contract for your review and bids. Please submit your bid to me no later than 5:00 PM on May 11th, 2016. The City of Mandan also reserves the right to refuse any and all bids.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paul Leingang".

Paul Leingang
Deputy Chief

CITY TOWING SERVICE CONTRACT

Subject to the following terms and conditions, ACE 24^{HR} TOWING
(hereinafter referred to as towing operator) hereby agrees to furnish towing and wrecker service to the City of Mandan during the period from January 1, 2016 to December 31, 2016 and the City of Mandan agrees to pay the towing operator the fee or fees for such services as set forth below:

1. The towing operator must own, operate, or have ready access to the following equipment and meet the following requirements and shall permit inspection of the equipment by a representative of the Mandan Police Department.
 - a) The towing operator must have a tow truck(s) or wrecker(s) capable of towing any motor vehicle or trailer, including snowmobiles, boat trailers, passenger cars, pick-ups, recreational vehicles, and semi-tractors or trailers. If the operator does not have a large wrecker, he must have a signed contract with the operator of a large wrecker, and produce a copy of such.
 - b) The truck(s) must be equipped with dollies.
 - c) The truck(s) must be equipped with a winch capable of pulling any vehicle from snow banks, mud or ditches.
 - d) An air tank must be available.
 - e) Broom and shovel for cleaning up debris must be carried on the truck(s). The towing operator shall clean up and dispose of glass and other debris from accident scenes.
 - f) The towing operator must provide a telephone number that is answered 24 hours a day and at least one truck must be available for call 24 hours a day.
 - g) Employees to operate wreckers must also be available for call 24 hours a day.
 - h) The towing operator must respond and have a truck at the location where requested within 20 minutes of receiving the call. The exception to this would be calls requiring the larger wrecker or semi. The time for them will be 60 minutes.
 - i) The truck(s) must be so equipped as to be capable of safely towing any vehicle without causing damage to the vehicle towed.
2. The towing operator agrees to tow vehicles only upon request by a Mandan Police Department employee or by the owner or operator of such vehicle.
3. The towing operator agrees that all vehicles towed at the request of the MPD shall be towed to the tow companies impound lot or another location as directed by the MPD. This will include the police squad cars and other police units.

4. The towing operator agrees to maintain a secure impound lot for all stored vehicles. A secure impound lot must consist of at least a fence and locking gate.
5. When a "show up call" fee is justified, it shall not exceed the tow contract fee that would apply under this contract. This will include circumstances where the wrecker is called, and in the meantime before they arrive, the owner shows up and agrees to pay the wrecker operator directly.
6. The towing operator understands that no special preference will be given to the towing operator with respect to referrals for non-impound accident tows.
7. The towing operator will not subcontract work under this contract to another individual or company without the written permission of the City of Mandan. The request to subcontract must be submitted to the Chief of Police. The request must be in writing and it must explain the subcontract proposal in detail.

The towing operator agrees that the towing fee paid to the towing operator shall be according to the following schedule. The towing operator shall submit a bill to the police officer for towing services at the time the service is provided. Payment to the towing operator for all fees for services provided during any one month will be made by check following the end of that month.

FEE SCHEDULE

CARS, MOTORCYCLES, PICK-UPS (Under 1 Ton)

Towing to include clean-up.....	<u>125.00</u>
Hauling on flatbed.....	<u>150.00</u>

RECREATIONAL VEHICLES

Towing:

a. Small unit on pick-up chassis.....	<u>125.00</u>
b. Medium unit on small truck chassis (1 ton)	<u>150.00</u>
c. Large unit on mid-to-large sized truck chassis (above 1 ton)	<u>250.00</u>

TRAILERS

a. Small (utility, boat, snowmobile)	<u>125.00</u>
b. Medium (horse, stock, flatbed)	<u>150.00</u>
c. Large (5 th wheel, semi, commercial)	<u>250.00</u>

STORAGE FEES

a. Cars, Pick-Ups & Motorcycles	For. D. Walter	<u>50.00 per day</u>
		For P.D. <u>10.00 per day</u>
		May 31 <u>00</u>
		GK

b. Recreational Vehicles	For P.D. 15.00 per day = 3.00 <i>6/1</i>	<u>50.00</u>
c. Trailers	For P.D. 25.00 per day 3.00 <i>6/1</i>	<u>50.00</u>

MISCELLANEOUS CHARGES PER HOUR (to be prorated in 10th of an hour increments)

a. Digging Out.....	30.00 per 10	<u>180.00</u>
b. Special handling of contents/load.....	30.00 per 10	<u>180.00</u>
b. Waiting at the scene (time to start 10 minutes after arrival)	30.00 per 10	<u>180.00</u>

OTHER CHARGES (Not Prorated)

a. Winching.....		<u>75.00</u>
b. Dollyng.....		<u>75.00</u>
c. Hauling On Flatbed.....		<u>150.00</u>
d. Unlock/Relock Doors (At MPD employee's request. Does not apply if done simply to accomplish tow.)		<u>25.00</u>
e. Unhook/Re-hook Transmission Linkage (At MPD employee's request. Does not apply if done simply to accomplish tow.)		<u>25.00</u>
f. Mileage Outside City Limits (Per Mile)		<u>5.00</u>
g. Cutting Lock (on boat hitch or similar circumstances)		<u>25.00</u>
h. Airing Tires (per tire)		<u>25.00</u>

8. The towing operator agrees to save and hold harmless and to indemnify the City of Mandan for all or any loss, claim, suit or damages, direct or consequential, which the City may suffer as a result of the negligence of the towing operator or its employees.
9. The towing operator agrees to carry a \$1,000,000 combined single limit bodily injury and property damage liability insurance policy that covers vehicles and personal property in or upon the vehicle. Insurance policy will include the City of Mandan Police Department as an additional insured. The towing operator agrees to provide a certificate of insurance or other proof of coverage upon request of the Chief of Police.
10. The towing operator agrees that the Mandan Police Department may, at their discretion, may terminate the contract of the towing firm if during any one-month period the Police Department receives two or more complaints on the towing firm regarding any part of the towing contact to include, but not restricted to, response time, operation of equipment, damage to vehicles and clean-up after an accident.
11. Either party may terminate the contract without cause upon sixty days' written notice to the other party.

Dated this _____ day of _____, 2016.

_____ City of Mandan

By: _____ By: _____
President
Board of City Commissioners

Attest:

Towing Operator *ACE 24th* *Yancy* *De Kay*
Chief of Police _____



MANDAN CITY POLICE

Jason J. Ziegler
Chief of Police
205 1st Ave. N.W.
Mandan, ND 58554
(701) 667-3250

April 11, 2016

Dakota Towing
2301 Lovett Avenue
Bismarck, ND 58504

Dear Towing Operator,

I am in the process of re-establishing an annual tow contract that will run from January 1 to December 31 on an annual basis. As you know, we have been operating without a tow contract for a number of years so the 2016 contract year will obviously be a short year. As we move forward I will typically initiate the process every November so that we have a contract in place by the following January.

In an effort to get the process started I am soliciting a minimum of three quotes for the 2016 towing contact for the City of Mandan Police Department. I have attached copy of the contract for your review and bids. Please submit your bid to me no later than 5:00 PM on May 11th, 2016. The City of Mandan also reserves the right to refuse any and all bids.

Sincerely,

A handwritten signature in cursive script that reads "Paul Leingang".

Paul Leingang
Deputy Chief

CITY TOWING SERVICE CONTRACT

Subject to the following terms and conditions, Dakota Towing (hereinafter referred to as towing operator) hereby agrees to furnish towing and wrecker service to the City of Mandan during the period from January 1, 2016 to December 31, 2016 and the City of Mandan agrees to pay the towing operator the fee or fees for such services as set forth below:

1. The towing operator must own, operate, or have ready access to the following equipment and meet the following requirements and shall permit inspection of the equipment by a representative of the Mandan Police Department.
 - a) The towing operator must have a tow truck(s) or wrecker(s) capable of towing any motor vehicle or trailer, including snowmobiles, boat trailers, passenger cars, pick-ups, recreational vehicles, and semi-tractors or trailers. If the operator does not have a large wrecker, he must have a signed contract with the operator of a large wrecker, and produce a copy of such.
 - b) The truck(s) must be equipped with dollies.
 - c) The truck(s) must be equipped with a winch capable of pulling any vehicle from snow banks, mud or ditches.
 - d) An air tank must be available.
 - e) Broom and shovel for cleaning up debris must be carried on the truck(s). The towing operator shall clean up and dispose of glass and other debris from accident scenes.
 - f) The towing operator must provide a telephone number that is answered 24 hours a day and at least one truck must be available for call 24 hours a day.
 - g) Employees to operate wreckers must also be available for call 24 hours a day.
 - h) The towing operator must respond and have a truck at the location where requested within 20 minutes of receiving the call. The exception to this would be calls requiring the larger wrecker or semi. The time for them will be 60 minutes.
 - i) The truck(s) must be so equipped as to be capable of safely towing any vehicle without causing damage to the vehicle towed.
2. The towing operator agrees to tow vehicles only upon request by a Mandan Police Department employee or by the owner or operator of such vehicle.
3. The towing operator agrees that all vehicles towed at the request of the MPD shall be towed to the tow companies impound lot or another location as directed by the MPD. This will include the police squad cars and other police units.

4. The towing operator agrees to maintain a secure impound lot for all stored vehicles. A secure impound lot must consist of at least a fence and locking gate.
5. When a "show up call" fee is justified, it shall not exceed the tow contract fee that would apply under this contract. This will include circumstances where the wrecker is called, and in the meantime before they arrive, the owner shows up and agrees to pay the wrecker operator directly.
6. The towing operator understands that no special preference will be given to the towing operator with respect to referrals for non-impound accident tows.
7. The towing operator will not subcontract work under this contract to another individual or company without the written permission of the City of Mandan. The request to subcontract must be submitted to the Chief of Police. The request must be in writing and it must explain the subcontract proposal in detail.

The towing operator agrees that the towing fee paid to the towing operator shall be according to the following schedule. The towing operator shall submit a bill to the police officer for towing services at the time the service is provided. Payment to the towing operator for all fees for services provided during any one month will be made by check following the end of that month.

FEE SCHEDULE

CARS, MOTORCYCLES, PICK-UPS (Under 1 Ton)

Towing to include clean-up.....	<u>125-</u>
Hauling on flatbed.....	<u>150-</u>

RECREATIONAL VEHICLES

Towing:

a. Small unit on pick-up chassis.....	<u>125-</u>
b. Medium unit on small truck chassis (1 ton)	<u>150-</u>
c. Large unit on mid-to-large sized truck chassis (above 1 ton)	<u>250-</u>

TRAILERS

a. Small (utility, boat, snowmobile)	<u>125-</u>
b. Medium (horse, stock, flatbed)	<u>150-</u>
c. Large (5 th wheel, semi, commercial)	<u>250-</u>

STORAGE FEES

a. Cars, Pick-Ups & Motorcycles	3 ⁰⁰ DS <u>35 Aday</u>
---------------------------------------	--------------------------------------

- b. Recreational Vehicles
- c. Trailers

3⁰⁰
~~35~~ - Aday
3⁰⁰
~~35~~ - Aday

MISCELLANEOUS CHARGES PER HOUR (to be prorated in 10th of an hour increments)

- a. Digging Out..... 30 per 10 195-
- b. Special handling of contents/load..... 30 per 10 195-
- b. Waiting at the scene (time to start 10 minutes after arrival) 30 per 10 195-

OTHER CHARGES (Not Prorated)

- a. Winching..... 125-
- b. Dollying..... 85-
- c. Hauling On Flatbed..... 150-
- d. Unlock/Relock Doors (At MPD employee's request. Does not apply if done simply to accomplish tow.) 40-
- e. Unhook/Re-hook Transmission Linkage (At MPD employee's request. Does not apply if done simply to accomplish tow.) 40-
- f. Mileage Outside City Limits (Per Mile) 5.75-
- f. Cutting Lock (on boat hitch or similar circumstances) 40-
- h. Airing Tires (per tire) 40-

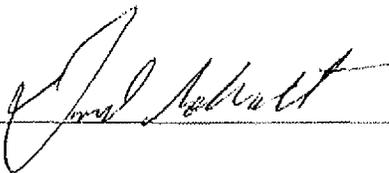
- 8. The towing operator agrees to save and hold harmless and to indemnify the City of Mandan for all or any loss, claim, suit or damages, direct or consequential, which the City may suffer as a result of the negligence of the towing operator or its employees.
- 9. The towing operator agrees to carry a \$1,000,000 combined single limit bodily injury and property damage liability insurance policy that covers vehicles and personal property in or upon the vehicle. Insurance policy will include the City of Mandan Police Department as an additional insured. The towing operator agrees to provide a certificate of insurance or other proof of coverage upon request of the Chief of Police.
- 10. The towing operator agrees that the Mandan Police Department may, at their discretion, may terminate the contract of the towing firm if during any one-month period the Police Department receives two or more complaints on the towing firm regarding any part of the towing contact to include, but not restricted to, response time, operation of equipment, damage to vehicles and clean-up after an accident.
- 11. Either party may terminate the contract without cause upon sixty days' written notice to the other party.

Dated this _____ day of _____, 2016.

_____ City of Mandan

By: _____ By: _____
President
Board of City Commissioners

Attest:

Towing Operator  _____
Chief of Police _____

National Homeownership Month
June

A Proclamation

W hereas the nation's home builders offer the opportunity of homeownership to an increasingly wide segment of the nation's families;

W hereas the lower mortgage interest rates that are available today are making it easier for young working families to become home owners;

W hereas the opportunity to own a home and live in decent housing is the strength of the nation and the source of the spirit of civic-mindedness that shapes the caring and nurturing of communities where our citizens live;

W hereas the nation's home builders have contributed mightily to America's quest for affordable homeownership opportunities by pursuing greater efficiencies and innovations in building techniques and materials;

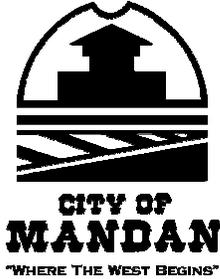
W hereas home builders today offer the American consumer a product that is geared for affordability and the level of quality that home buyers expect;

N ow, therefore, be it resolved that June is designated as "National Homeownership Month." I, Arlyn Van Beek, call upon the citizens of Mandan, North Dakota to observe this month with appropriate ceremonies and activities; to call upon their government to restore housing as a national priority; and to celebrate the rich bounty of America's housing stock.

Arlyn Van Beek, Mayor

Seal





New Business No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: May 24, 2016
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert G. Decker, P.E., Principal Planner
SUBJECT: Consider appointment of Dot Frank to Planning and Zoning Commission

STATEMENT/PURPOSE: Miles Mehlhoff has resigned from the Planning and Zoning Commission since he is moving out of the city.

BACKGROUND/ALTERNATIVES: Mr. Mehlhoff's term on the Planning and Zoning Commission runs through 2017.

Notices were posted on the city web site and staff contacted people who had expressed interest in the past.

One application was received from Dot Frank.

ATTACHMENTS: Letter of interest from Dot Frank.

FISCAL IMPACT: None.

STAFF IMPACT: Minimal.

LEGAL REVIEW: All documents have been forwarded to attorney Brown for review.

RECOMMENDATION: The Planning and Zoning Commission voted unanimously at their May 23, 2016 meeting to recommend that Dot Frank be appointed to the Planning and Zoning Commission.

SUGGESTED MOTION: Move to appoint Dot Frank to the Planning and Zoning Commission for a term ending December 31, 2017.



April 28, 2016

Nancy Moser
Engineering & Planning Dept.
205 2nd Ave NW
Mandan, ND 58554

To Whom It May Concern:

I would like to be considered for appointment to the Planning and Zoning Commission. Experiences including, but not limited to, my current employment with the Bismarck-Mandan Home Builders Association, familiarity with residential and commercial property, previous City Commission and County Planning and Zoning membership, and a broad professional network qualify me for a seat on the Commission.

I'm interested filling the role of the inquisitive and creative critic on the Commission. As the community grows, it is important that the Commission reflects the diversified interests of the City. It also is important that the Commission is connected to the business, building and development industries so their decisions complement boots-on-the-ground concerns.

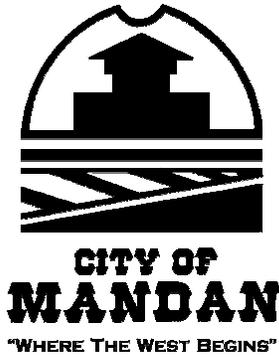
My tenure on the Morton County Planning and Zoning Commission prepared me well for the requests that come before the City. It also has allowed me to develop rapport with the County, which is integral to the continued growth of Mandan.

Thank you for your consideration.

With regards,

A handwritten signature in black ink, appearing to read 'Dot Frank'.

Dot Frank



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 2, 2016
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Kent Schwartz Application for Downtown Storefront Improvement Program

STATEMENT/PURPOSE: To consider a Mandan Growth Fund Committee recommendation for approval of a Downtown Storefront Improvement Program application by Kent Schwartz.

BACKGROUND/ALTERNATIVES: The Mandan Growth Fund Committee met May 26, 2016. Among agenda items was consideration an application by Kent Schwartz. He has the building at 301 E Main Street under purchase agreement and is hoping to acquire the land from the city, pending a June 7 bid opening. This is the site of the former Dollar Store. Schwartz plans to renovate the building, both interior and exterior. About 4,000 sf will be leased Schwartz Family Chiropractic Center, which has been in business in Mandan for 19 years. About 1,500 sf will be available for lease. Schwartz is seeking a tenant in the health supplement retail sales.

The estimated cost of the proposed storefront improvement project is \$64,590, not including additional planned investment in plantings, a screening fence and signage. The application is for the maximum \$30,000 in matching funds. The application outlines plans to reskin street-facing sides of the building with a dryvit or stucco-like treatment. The parapet or roof on the Main Street facing side of the building is to be extended to the building's west side and two windows are being added to the north side. The west building will be partially demolished and rebuilt to regain structural integrity. The exterior walls are to be a combination of decorative stone and dryvit siding. An automatic door is included in the plans for the main building. Plans include removal a blighted metal building at the rear or south side of the site, which will create additional parking.

Additionally, the applicant has committed to adding shrubs along the east property line to screen a guard rail on the adjacent property and to add a box for plantings around the existing pole sign. He also plans to place a fence at the south side of the property similar to that existing behind the Family Dollar and O'Reilly's properties.

The building design and site plan received approval from the Mandan Architectural Review Commission on May 24, 2016.

Sign plans are not included with the application and will need to be approved by the Mandan Architectural Review Commission prior to permitting and installation.

The applicant is planning additional investment of approximately \$186,889 in interior building renovation and other project components not eligible for the Storefront Improvement program.

ATTACHMENTS: Application.

FISCAL IMPACT: The request is for \$30,000 in matching funds. An amount of \$12,805 remains set aside in the Mandan Growth Fund (sales tax generated) for the Downtown Storefront Improvement Program. The balance of \$17,195 for the match sought in this application, if approved, would need to come from unallocated funds for economic development projects, which stands at \$139,376.

Schwartz additionally is applying for Renaissance Zone property and state income tax exemptions. His level of investment in building improvements meets and exceeds the minimum requirements for each program with no overlap from one to the other in funds used to meet minimum or matching requirements.

STAFF IMPACT: Minimal staff time is required for application processing and finalization.

LEGAL REVIEW: Attorney Brown has reviewed the application. Per local ordinance, an automatic door is required on at least one entrance to the building. A business incentive agreement is also required for projects exceeding \$25,000 in assistance.

RECOMMENDATION: The Mandan Growth Fund Committee voted 5-0 (4 members absent) to recommend approval of the application for up to \$30,000 in matching funds for the storefront improvement project by Kent Schwartz at 301E Main Street, contingent upon him obtaining control of the property.

SUGGESTED MOTION: I move to approve providing up to \$30,000 in matching funds for the storefront improvement project by Kent Schwartz at 301E Main Street, contingent upon him obtaining control of the property.



STOREFRONT IMPROVEMENT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION	
Name:	<u>Kent Schwartz</u>
Address:	<u>57 Captain Marsh Dr Mandan</u>
Phone:	<u>701-673 202-1603</u> Fax: _____
E-mail:	<u>dr.kentschwartz@aol.com</u>

Applicant Name:
(name of person/entity to receive grant) Kent Schwartz

Property Owner: Friedt Inc.

Property Address: 201 E. Main St.

Architect/Firm:
(if applicable) _____

Description of Property	
Current tenant(s):	<input checked="" type="checkbox"/> Commercial <u>Dollar Store</u>
	<input type="checkbox"/> Residential # occupied: _____ # vacant: _____
Building History (if available): _____	

<u>\$64,590.00</u>	

Total Cost of façade renovation:	\$27,057.50	Forgivable	
	<u>\$64,590.00</u>	Loan Amount of Requested:	<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 interior of main Building (4000 ft²) is remodeled for China
The roof is being replaced, South Building (2400 ft²) is being torn down
The E, N, and West sides of Building is being repaved with ^{Driveway} ~~asph~~ES
or upgraded and add signs

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

The existing Building is deteriorating in various areas, South Building is dilapidated.

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) The main building will be resurfaced with stucco. The west building will be repaired/rebuilt in areas to regain structural integrity. The exterior walls will be a combination of decorative stone and brick siding. Handicap accessible doors installed on main building. Rental space created (1500 ft²) on west side of main attached to main building. The south building (2400 ft²) will be ~~added~~ ^{totally removed} and upgrade signs.

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

N/A

How will your project complement downtown redevelopment efforts? Job creation, expansion of current business, and improved look of building. Adding a new business in 1500 ft² space.

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

Signature of applicant: Kent H. Johnson Date: 5-19-16

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.

301 E Main Street - Before



North side (facing Main Street)



301 E Main Street - Before

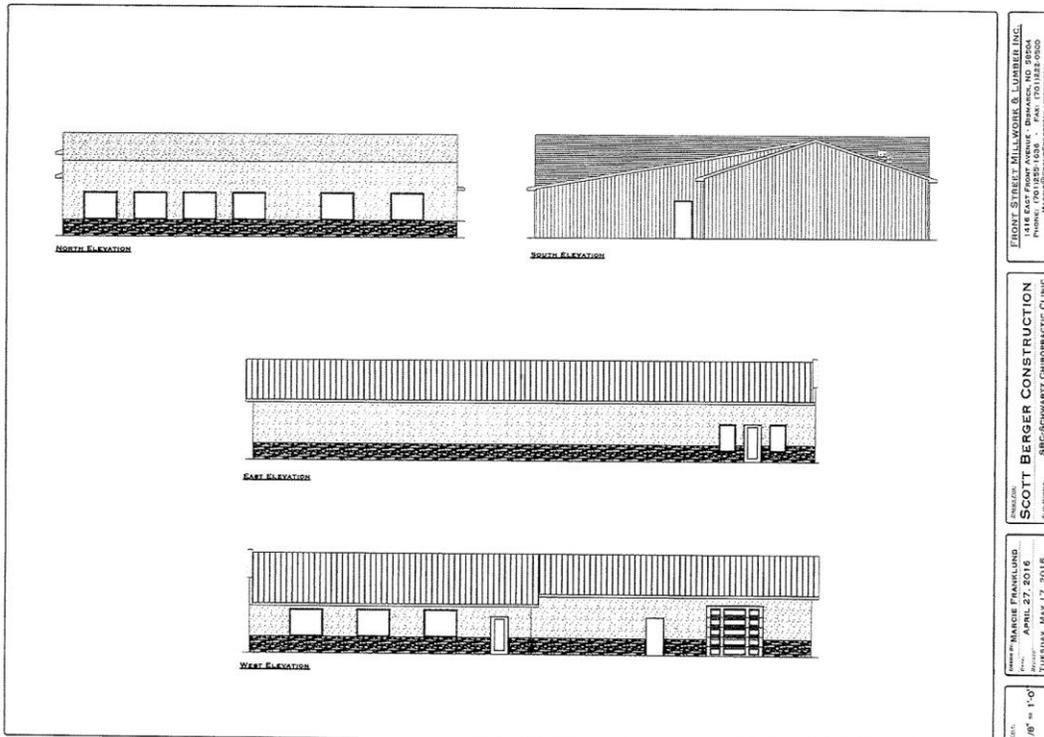


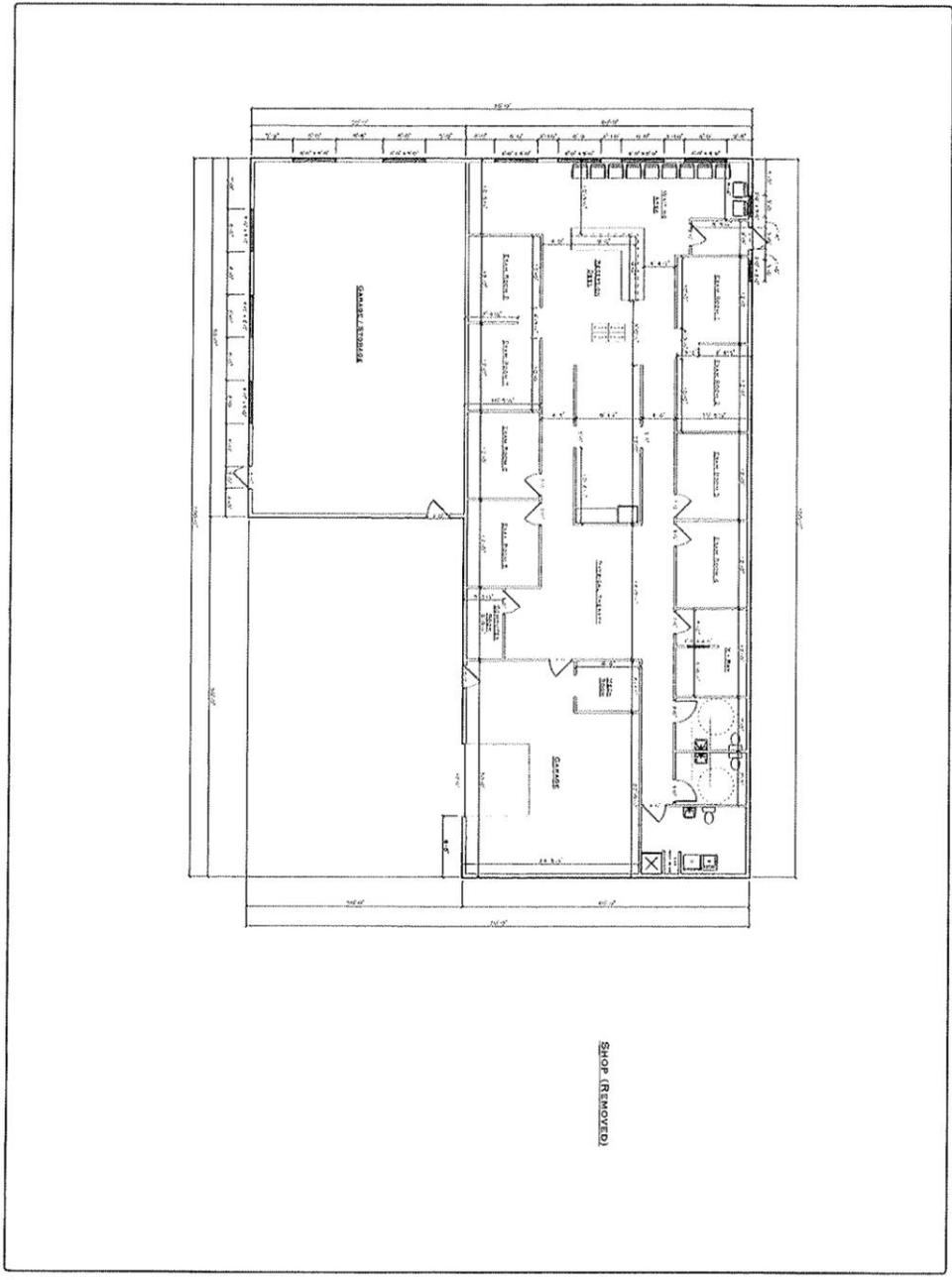
West side (facing Family Dollar)

301 E Main Street - Before



East side (facing Pizza Ranch)





SCALE:
 1/8" = 1'-0"

DESIGNED BY: **MARCIE FRANKLUND**
 DATE: **APRIL 27, 2016**
 REVIEWER:
 TUESDAY, MAY 17, 2016

OWNER:
SCOTT BERGER CONSTRUCTION
 PLAN NUMBER: **SBC-SCHWARTZ CHIROPRACTIC CLINIC**

FRONT STREET MILLWORK & LUMBER INC.
 1416 EAST FRONT AVENUE - BISMARCK, ND 58504
 PHONE: (701)285-1655 - FAX: (701)222-0500
 MARCIE@FRONTSTREETMILLWORK.COM



**STOREFRONT & LANDSCAPE
 IMPROVEMENT APPLICATION**

**ATTACHMENT 3:
 BIDS & COST
 ESTIMATES**

Summary of Proposed Expenditures		
Source of Estimate or Bid	Purpose	Estimated Cost
Scott Berger Construction	remove & side	1350.00
	rebuild walls	5400.00
	Drivay	28,200.00
	Install side Southside	3750.00
	side materials	4,425.00
	Outlets/Downspouts	1450
	5 window s / 2 doors	4250.00
	install window s/doors	1885.00
	Landscaping	8,500.00
	Handi-up doors	5650.00
Total		\$64,590.00

Lovett Graphics

signs

7,444.50

Total

72034.50

→ Excluding signage in application due to timing

Board of City Commissioners
Agenda Documentation
Meeting Date: June 7, 2016
Subject: Storefront Improvement Application
Page 9 of 9

SCOTT D. BERGER CONSTRUCTION
% Scott D. Berger
4412 Borden Harbor Dr S.E.
Mandan, ND 58554

Schwartz Chiropractic
301 E Main
Mandan ND 58554

May 16, 2016

Build Out Details - Exterior:

Exterior Walls - Resurface the exterior walls per the attached plan. This will include installation of 5 new windows & one walk thru door on the west portion of the building.

Demolition:

Removal of vertical siding on the East, West & North Sides \$1,350.00

Build Out - Exterior

Build South Side of building to receive Siding,
Rebuild front of Upper roof to accept Dri-Vit \$5,400.00

Driv/Stucco Application on the East Side, West Side
& Front of the Building (Per Plan) \$28,200.00

Installation of Siding on the South portions of Building \$3,750.00
Siding Materials for South portions of the Building \$4,425.00

Gutters/Downspouts - Materials & Labor \$1,480.00

Windows

Materials of 5 Windows \$4,250.00
Install 5 Windows/1 Door \$1,595.00

Landscaping Detail:
East Side, South Portion of Lot 6 Trees \$2,500.00
West Side Fence Extension \$6,000.00
(Allowance)

Handicap Door/Operators

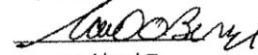
Materials, Labor & Electrical \$6,650.00

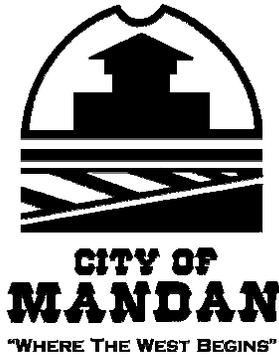
**Total Costs Associated With
Scott D. Berger Construction: \$64,590.00**

This does not include areas of which
Jack Friedt is taking care of:

Roof & roof rebuild, West/South wall rebuild, Stone
detail, removal of south 60' of Building, etc.

Respectfully submitted:


Date 5-16-15



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 2, 2016
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: RZ Committee Recommendations on Applications Pertaining to 301 E Main Street

STATEMENT/PURPOSE: To consider recommendations by the Renaissance Zone Committee regarding an application by Kent Schwartz for a purchase with improvements of 301 E Main Street as a Renaissance Zone project and an application for a lease of space in the building by Schwartz Family Chiropractic Center, PC, as a Renaissance Zone project.

BACKGROUND/ALTERNATIVES: The RZ Committee met to consider the applications on May 31, 2016.

3i —Kent Schwartz is planning to invest an estimated \$246,279 in improvements to 301 E Main Street. He has the building a under purchase agreement and is hoping to acquire the land from the city, pending a June 7 bid opening. This is the site of the former Dollar Store. Schwartz plans to renovate the building, both interior and exterior. About 4,000 sf will be leased Schwartz Family Chiropractic Center, which has been in business in Mandan for 19 years. About 1,500 sf will be available for lease. Schwartz is seeking a tenant in health supplement retail sales.

Exterior improvements are to include the building on sides viewable from the street with a dryvit or stucco-like treatment. The parapet or roof on the Main Street facing side of the building is to be extended to the building's west side and two windows are being added to the north side. The west building will be partially demolished and rebuilt to regain structural integrity. The exterior walls are to be a combination of decorative stone and dryvit siding. An automatic door is included in the plans for the main building. Plans also include removal a blighted metal building at the rear or south side of the site, which will create additional parking.

Additionally, the applicant has committed to adding shrubs along the east property line to screen a guard rail on the adjacent property and to add a box for plantings around the existing pole sign. He also plans to place a fence at the south side of the property similar to that existing behind the Family Dollar and O'Reilly's properties.

Interior improvements are to include a build-out of walls for clinic spaces, woodwork, renovation of two existing bathrooms and creation of an additional bathroom; new ductwork for an existing furnace to create three zones, electrical and lighting components, floor covering, and cabinetry.

The building design and site plan received approval from the Mandan Architectural Review Commission on May 24, 2016.

Sign plans are not included with the application and will need to be approved by the Mandan Architectural Review Commission prior to permitting and installation.

The proposed investment by far exceeds the minimum investment requirement which is to put at least 50% of the building's value back into it in improvements. The building is valued at \$224,900, so the minimum investment is \$112,450. He has also applied for the Storefront Improvement Program, but even with the \$60,000 for the matching funds and his investment, putting the minimum total at \$172,450; his applications still exceed this threshold.

Schwartz hopes to begin renovations immediately upon securing control of the property as well as attaining assistant program approvals for the project. Space in the building of approximately 1,500 square feet beyond that outlined below for lease to the chiropractic center will be made available for lease to another business such as a health supplement store.

3ii—Schwartz Family Chiropractic Center, PC, plans to relocate from ___ to this building for expanded operations of the clinic. Expansion is required for a relocation within the zone. The square footage for the business will be expanding from ___ square feet at present to 4,000 square feet of clinic space.

The business currently has 3 employees. Plans are to add 2-3 additional support staff in the next five years as well as subcontractors such as two more chiropractors, a physical therapist and massage therapist.

Program Status Update. If approved, these will be projects 61 and 62 for the Mandan Renaissance Zone, bringing total commitments for reinvestment into rehabilitation or new construction of buildings to \$16.9 million into properties previously valued at \$3.9 million.

ATTACHMENTS: Key excerpts of applications by Kent Schwartz and Schwartz Family Chiropractic Center. Exterior building renovation plans included in Storefront application. Full applications available upon request.

FISCAL IMPACT:

2i – Our city assessor estimates the value of the building with improvements to be \$303,300. Using the current mill levy, annual property tax on the building is estimated at \$3,154.32 for a five-year total of \$15,772. The estimated state income tax exemption is \$1,764 annual for a five-year total of \$8,820.

Note: The applicant is also seeking matching funds through the Storefront Improvement Program. The Growth Fund Committee recommended approval of up to \$30,000 during its May 26, 2016, meeting. The project independently meets the investment requirements for each program and therefore is eligible for both.

2ii – The estimated state income tax exemption for Schwartz Family Chiropractic Center is \$2,100 annually or \$10,500 over the five years.

STAFF IMPACT: Minimal

LEGAL REVIEW: An automatic door is required on at least one main entrance to the building. If a tenant of the 1,500 sf ancillary space applies for any local business assistance program, that space would also need an automatic door.

The N.D. Commerce Department requires business incentive agreements for each application, which have been received from the applicant for the mayor's signature, if these applications are approved.

RECOMMENDATION:

3i - The Renaissance Zone Committee voted unanimously, 5-0, (2 members absent) to recommend approval of the application by Kent Schwartz for purchase with improvements of 301 E Main Street as a Renaissance Zone project, contingent upon obtaining control of the property, with the five-year 100% property tax exemption and the five-year 100% state income tax exemption.

3ii – The Renaissance Zone Committee voted unanimously, 5-0, (2 members absent) to recommend approval of the application by Schwartz Family Chiropractic Center, PC, for lease of space at 301 E Main Street, contingent upon obtaining control of the property, a building to be improved as a Renaissance Zone project, with a 100% five-year state income tax exemption.

SUGGESTED MOTIONS:

3i – I move to approve the application by Kent Schwartz for purchase with improvements of 301 E Main Street as a Renaissance Zone project, contingent upon obtaining control of the property, with the five-year 100% property tax exemption and the five-year 100% state income tax exemption.

3ii – I move to approve the application by Schwartz Family Chiropractic Center, PC, for lease of space at 301 E Main Street, contingent upon obtaining control of the property, a Renaissance Zone project, with a 100% five-year state income tax exemption.



RENAISSANCE ZONE PROJECT APPLICATION

A Renaissance Zone project must be approved by the Mandan Renaissance Zone Committee, Mandan City Commission and the N.D. Commerce Department — Division of Community Services before the qualifying event occurs (purchase, rehabilitation, lease or new construction). Submit applications to the City of Mandan Business Development Office, 205 Second Avenue NW, Mandan, ND 58554, phone 701-667-3485.

APPLICANT INFORMATION

1. Type of project

- Commercial/Business
 Residential

2. Name of applicant(s)/or business name Kent Schwartz

Tax identification or social security number (both for joint filers)

502-166005 /

Legal name (if different than trade name) Kent Harold Schwartz

Type of entity (for commercial/ business applications)

- Partnership
 Corporation
 Subchapter S corporation
 Cooperative
 Sole proprietorship
 Limited liability company
 Limited liability partnership

3. Mailing address 57 Captain Mugh Dr. Mandan 58554

4. Phone number 701-202-1603

5. E-mail address drkentschwartz@aol.com

PROJECT INFORMATION

6. Street address of proposed project 301 E Main St. Mandan

7. Legal description Lot 3 BLK-001 BUSE Comm Park 1st

8. Current owner (if different than applicant) Marie Freidy

9. Current use of property Dollar store

10. Parcel size (in square feet) 17,815

11. Building floor area (in square feet) 4000, 2400, 1500

12. Type of project

- New construction
- Purchase with improvements
- Rehabilitation
- Leasehold improvements
- Lease
 - New
 - Expansion - additional square footage 2200
 - Continuation of a lease

If a lease project, does it involve relocation of a business from one location in the city's Renaissance Zone to another location in the Renaissance Zone?

- Yes
- No

13. Project description (scope of work including breakout of capital improvements)

Remodel exterior using City specifications, Remodel interior for sheet
use as a Chiropractic Clinic (4000 ft²) Exterior improvement
~~\$64,590.00~~ Interior ^{remodel} ~~improvement~~ \$159,025 signature ~~\$7744.50~~ ^{redeck} ~~roof~~

*Capital Improvement
 see book
 05
 246,279.00*

14. Current true and full value of the building 224,900

15. Total estimated cost of improvements (attach cost estimates) ~~\$23,039.50~~ ~~223,615.00~~
 Note: Any grant funds may not be counted in determining if the cost of improvements or rehabilitation meets or exceeds the minimum requirements. 246,279.00

16. Estimated value of building after improvements have been completed _____

17. Estimated property tax benefit (annually) _____ (five years) _____

18. Estimated state income tax benefit (annually) \$176,400 (five years) \$882,000

Is the entity subject to the financial institution tax (NDCC 57-35.3)?

- Yes
- No

19. Describe how the project benefits the community (Examples: Business created, expanded or retained, additional jobs created, additional products or services available, improved property, etc.)

Business expansion, offering more ^{health} services, 6+ additional
Employees, Additional health products, Esthetic improvement

20. Project timeline including anticipated start and completion dates.

June 18, 2016 - August 18, 2016

21. Does this project involve historical preservation or renovation?

- Yes
 No

For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A **letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.** Information for historical properties may be obtained by contacting the Historical Society at: (701) 328- 2666.

22. Evidence that the taxpayer is current on local and state taxes?

- Yes
 No

Attach copy of certificate of Good Standing from the N.D. Tax Department and proof of payment of current real estate taxes such as a copy of a receipt from the Morton County Treasurer's Office.

23. For residential projects, please provide evidence that the home is the taxpayer's primary residence.

SUMMARY OF ATTACHMENTS

Documents to be submitted along with application:

- Certificate of Good Standing from N.D. Tax Commissioner
- Proof of payment of current real estate taxes
- Contractor(s) detailed cost estimate(s) — for improvements, rehab or new construction with capital improvements delineated as compared to non-capital improvements. Capital improvements include, but are not limited to, replacement or updating of roof, foundation, structure, siding, windows, doors or other weatherization improvements, electrical, plumbing, heating, ventilation or central air conditioning. Non-capital improvements are items such as floor coverings, wall treatments, cabinets, furnishings, and window treatments.
 - o Rehabilitation
 - Commercial — must demonstrate that the proposed re-investment is at least 50 percent of the current and true value of the, of which not less than 80 percent will be used for capital improvements
 - Residential — must demonstrate that the proposed re-investment is at least 20 percent of the current and true value of the building, of which not less than 80 percent will be used for capital improvements and no more than 20 percent for detached out buildings
 - o New construction — documentation that the proposed investment is at least \$55 per square foot
- Current photo(s) of property showing all sides of any existing building(s) — for improvements, rehab
- Site plan — for new construction or expansion
- Proposed building elevations, with exterior building material and color clearly indicated — for improvements, rehab, new construction
- Proof of primary residence — for residential applications
- Proof of benefit from property tax exemption — for leasehold improvement applications
- Business Incentive Agreement (see SF 59686 (11/2010))

NOTICE OF ADDITIONAL LOCAL REQUIREMENT

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." Include an estimate for an automatic door at least for the main entrance if subject building or business space does not have one.

APPLICANT CERTIFICATION

Applicant certifies that, to the best of his or her knowledge and belief, the information contained in the application and attached hereto is true and correct.

Signature of applicant:  Date: 5-19-16

BUILDING OWNER CERTIFICATION — For lease-hold improvement projects only

I, as owner of the property at _____, which includes an approximate _____ square foot lease space addressed _____, grant permission to _____ (applicant) to make leasehold improvements to this space as a Renaissance Zone project. I understand and acknowledge that if there is any rehabilitation to the building at a future date that this space does not qualify as a Renaissance Zone project.

Building Owner Name – printed Building Owner Signature

Date

FOR OFFICE USE ONLY

	<u>Date</u>	<u>Recommendation</u>
Review by Mandan Renaissance Zone Committee	_____	Approval or Denial
Review by City Commission	_____	Approval or Denial
Review by N.D. Commerce Department Division of Community Services	_____	Approval or Denial

Renaissance Zone Block _____ Renaissance Zone Project _____

Date of actual project completion _____

SCOTT D. BERGER CONSTRUCTION
% Scott D. Berger
4412 Borden Harbor Dr S.E.
Mandan, ND 58554

Schwartz Chiropractic
301 E Main
Mandan ND 58554

May 16, 2016

Build Out Details:

Framing - This shall be done to final plan detail. Walls shall be built to current suspended ceiling.

Wall Detail - Walls will be sheetrocked, taped & textured with an orange peel finish. All walls shall be painted one color.

Interior Woodwork - The doors shall be painted 6 panel, 1 3/8" solid core doors. The door trim shall be 2 1/4" colonel painted to owners color choice. The baseboard shall be vinyl provided and installed by the flooring supplier.

Bathrooms - We will re-use the fixtures from the two existing bathrooms & provide new fixtures for the additional bathroom. This does not include mirrors/toilet paper holders, etc. The bathroom walls shall be textured & painted. The plumber has included a new hot water heater per owners request. Mop sink included.

HVAC - We shall re-use the existing Lenox furnace. The system shall be re-ducted to provide three Zones. One to control west exam rooms, one for the east exam/office rooms and the other to control the waiting area & therapy area. The HVAC supplier recommended changing the current A-coil in the furnace to a 5 ton to match the current A/C unit. This cost is included. There will also be return air brought down to the floor to help with air flow.

Electrical - An allowance has been included & will have to be reviewed based on lighting needs, etc.

Floor Covering - This is based on an allowance to provide for Vinyl planking through-out. Choices will have to be made to determine what owner wants installed.

Exterior - Separate

The cost is based on the assumption that all items have been cleared out of the space from the existing tenant. This does not include any office furniture, chairs, front desk, etc.

Allowances:

Flooring	\$24,414.00
Siding - Exterior	Separate
Electrical - Main	\$39,600.00
Exterior Power/Sign	\$1,250.00
Plumbing	\$9,250.00
HVAC	\$19,750.00
Cabinetry	\$2,300.00

Proposed Overall Project Cost: \$169,025.00

Respectfully submitted:



5-16-15
Date

SCOTT D. BERGER CONSTRUCTION
 % Scott D. Berger
 4412 Borden Harbor Dr S.E.
 Mandan, ND 58554

Schwartz Chiropractic
 301 E Main
 Mandan ND 58554

May 16, 2016

Build Out Details - Exterior:

Exterior Walls - Resurface the exterior walls per the attached plan. This will include installation of 5 new windows & one walk thru door on the west portion of the building.

Demolition:

Removal of vertical siding on the East, West & North Sides \$1,350.00

Build Out - Exterior

Build South Side of building to receive Siding, Rebuild front of Upper roof to accept Dri-Vit \$5,400.00

Driv/Stucco Application on the East Side, West Side & Front of the Building (Per Plan) \$28,200.00

Installation of Siding on the South portions of Building \$3,750.00
 Siding Materials for South portions of the Building \$4,425.00

Gutters/Downspouts - Materials & Labor \$1,480.00

Windows

Materials of 5 Windows \$4,250.00
 Install 5 Windows/1 Door \$1,585.00

Landscaping Detail:

East Side, South Portion of Lot 6 Trees \$2,500.00
 West Side Fence Extension \$6,000.00
 (Allowance)

Handicap Door/Operators

Materials, Labor & Electrical \$5,850.00

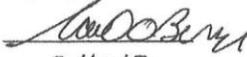
Total Costs Associated With

Scott D. Berger Construction: \$64,590.00

This does not include areas of which Jack Friedt is taking care of:

Roof & roof rebuild, West/South wall rebuild, Stone detail, removal of south 60' of Building, etc.

Respectfully submitted:



5-16-15
 Date

J&J Equipment

1605 3rd Ave NW
 Mandan, ND 58554
 Phone:701-663-4233
 Fax:701-667-2185

Invoice

Date	Invoice #
5/16/2016	178

Bill To

Schwartz Chiropractic Clinic 503 E. Main St. Mandan, ND 58554

Terms	Project

Description	Amount
Estimate on removal and replacement of roof and walls on 30x50 building. Remove and replace roof with new rafters and steel roofing Remove block walls to a height of 3' (approximately) and replace with block with wood walls Labor to demolish walls, and roof, and disposal costs. \$5,200.00 — <i>deducted</i> Materials for roof, sheeting and rafters. \$5,100.00 Materials for walls, wood and concrete. \$8770.00 Labor to replace walls and roof. \$8794.00	27,864.00
Total	\$27,864.00

9. Current use of property Dollar store

10. Parcel size (in square feet) 17,815

11. Building floor area (in square feet) 4000, 2400 1500

12. Type of project

- New construction
- Purchase with improvements
- Rehabilitation
- Leasehold improvements
- Lease

- New
- Expansion - additional square footage 4000
- Continuation of a lease

If a lease project, does it involve relocation of a business from one location in the city's Renaissance Zone to another location in the Renaissance Zone?

- Yes
- No

13. Project description (scope of work including breakout of capital improvements) 19 years in business in new location
Present location has 3300 sq ft New location 4000 sq ft
Additional Rehab space + more Treatment rooms to accommodate more Doctors and Physical therapist + massage therapists

14. Current true and full value of the building \$224,900 - n/a

15. Total estimated cost of improvements (attach cost estimates) n/a
Note: Any grant funds may not be counted in determining if the cost of improvements or rehabilitation meets or exceeds the minimum requirements.

16. Estimated value of building after improvements have been completed n/a

17. Estimated property tax benefit (annually) n/a (five years) n/a

18. Estimated state income tax benefit (annually) 2,100 (five years) 10,500

Is the entity subject to the financial institution tax (NDCC 57-35.3)?

- Yes
- No

19. Describe how the project benefits the community (Examples: Business created, expanded or retained, additional jobs created, additional products or services available, improved property, etc.)

Business expanded to accommodate 2 more Doctors, 1 physical therapist, 2 massage therapists, 5-6 support staff
presently I have 1 doctor 2 1/2 support staff
The 1500 square foot space would add 2-3 new staff employees
Health products more Rehabilitation services

20. Project timeline including anticipated start and completion dates.

June 18 2016 August 18 2016

21. Does this project involve historical preservation or renovation?

- Yes
 No

For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A **letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.** Information for historical properties may be obtained by contacting the Historical Society at: (701) 328- 2666.

22. Evidence that the taxpayer is current on local and state taxes?

- Yes
 No

Attach copy of certificate of Good Standing from the N.D. Tax Department and proof of payment of current real estate taxes such as a copy of a receipt from the Morton County Treasurer's Office.

23. For residential projects, please provide evidence that the home is the taxpayer's primary residence.

SUMMARY OF ATTACHMENTS

Documents to be submitted along with application:

- Certificate of Good Standing from N.D. Tax Commissioner
- Proof of payment of current real estate taxes
- Contractor(s) detailed cost estimate(s) — for improvements, rehab or new construction with capital improvements delineated as compared to non-capital improvements. Capital improvements include, but are not limited to, replacement or updating of roof, foundation, structure, siding, windows, doors or other weatherization improvements, electrical, plumbing, heating, ventilation or central air conditioning. Non-capital improvements are items such as floor coverings, wall treatments, cabinets, furnishings, and window treatments.
 - o Rehabilitation
 - Commercial — must demonstrate that the proposed re-investment is at least 50 percent of the current and true value of the, of which not less than 80 percent will be used for capital improvements
 - Residential — must demonstrate that the proposed re-investment is at least 20 percent of the current and true value of the building, of which not less than 80 percent will be used for capital improvements and no more than 20 percent for detached out buildings
 - o New construction — documentation that the proposed investment is at least \$55 per square foot
- Current photo(s) of property showing all sides of any existing building(s) — for improvements, rehab
- Site plan — for new construction or expansion
- Proposed building elevations, with exterior building material and color clearly indicated — for improvements, rehab, new construction
- Proof of primary residence — for residential applications
- Proof of benefit from property tax exemption — for leasehold improvement applications
- Business Incentive Agreement (see SF 59686 (11/2010))

20. Project timeline including anticipated start and completion dates.

June 18 2016 August 18 2016

21. Does this project involve historical preservation or renovation?

- Yes
 No

For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A **letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.** Information for historical properties may be obtained by contacting the Historical Society at: (701) 328- 2666.

22. Evidence that the taxpayer is current on local and state taxes?

- Yes
 No

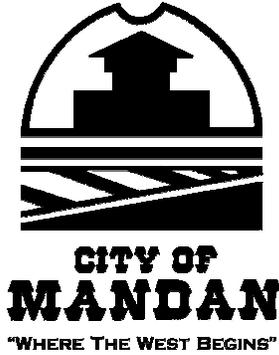
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- Proof of primary residence — for residential applications
- Proof of benefit from property tax exemption — for leasehold improvement applications
- Business Incentive Agreement (see SF 59686 (11/2010))



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 3, 2016
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: New home construction 1st \$75k exemption

STATEMENT/PURPOSE: To consider options relative to the \$75,000 exemption for new residential construction.

BACKGROUND/ALTERNATIVES: As we look at declining revenues related our State Aid Distribution, one of the exemptions that Mandan currently provides is the first \$75,000 for two years on the purchase of new homes or condominiums. Morton County and Bismarck do not currently offer this exemption, Lincoln recently eliminated the exemption and Burliegh County offers a similar exemption if the purchaser take the opportunities afforded the First Time Homebuyers Program.

Based upon the 2015 mill levy, and 204 exemptions at \$75,000 each would amount to an additional \$46,000 in the City's General Fund. Other taxing districts (County, Schools, Park, etc) would also see their general fund revenue increase. The effect of the exemption on a home valued more than \$75k to the city is \$225/year. When including the other taxing districts the effect is \$944/year (based upon the 2015 mill levy). The total increase in revenue for all taxing districts would have amounted to \$192,608/year. (based upon the 2015 mill levy)

There are certainly pros and cons to this issue. It could be argued that removing the exemption increases the cost of new home ownership and thus may have an effect on new home sales. By Mandan offering this exemption, potential buyers may chose Mandan rather than elsewhere. On the other hand, when the exemption was first enacted, the price of a new home may have been in the \$75,000 range and with today's entry level home priced between \$200 - \$300,000 the effect of the exemption is minimal. There is no limit (other than \$75,000) to the price of the home under the current exemption.

Options for consideration:

- a) Continue with the exemption
- b) Discontinue the exemption

- c) Limit the exemption to buyers that take the opportunity afforded by the First Time Home Buyers Program (currently in Burliegh County, seldom used)
- d) Allow the exemption for homes with a purchase price of equal to or less than \$----
- e) Phase out the exemption over time

This item is placed on the agenda for discussion and possible direction to staff.

ATTACHMENTS: n/a

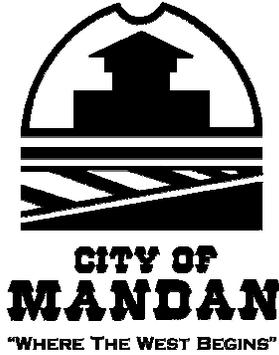
FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 1, 2016
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider various Recycling items

STATEMENT/PURPOSE: Update the commission on the recycling program and discuss various recycling items.

BACKGROUND/ALTERNATIVES: On January 2, 2016 Dakota Sanitation began collecting single sort recycling material from Mandan residents. Collection schedules vary with some mobile home parks, but generally the recyclables are collected once every other week depending on an odd or even house number. As of May 31, Dakota Sanitation has collected over 431.25 tons of recyclables and the City has seen a household garbage reduction at the landfill of about 393.28 tons. Participation rates, based on number of totes collected and total number of totes on a route, has been about 49.64% including MH parks, although of the 7,614 totes in service, Dakota Sanitation has indicated that only 1,181 totes have never been picked up, which would indicate only 15.5% of the residents have not participated to some degree.

On February 2, the commission discussed some of the items of concern from residents and encouraged all residents to recycle to whatever degree they could prior to any further review of those items. A total of 10 medical exemptions have been granted for those who cannot get their tote out to the curb and if you are in a duplex or other multifamily household, sharing totes has also been approved, about 20 to date, however, each resident is still charged the monthly fee.

Open for discussion are the following items of which we received phone calls expressing concern:

- Pickup unwanted totes, do not want to participate. (130) **Recommendation:**

Keep totes with the residence. We have 130 requests on the list, but that number could grow to the 1,181 that have not participated to some degree. Collecting these totes would

be an added expense to pick up and an added expense to deliver these totes as these residences change hands down the road.

- Supplying a smaller tote to those requesting one. (12) **Recommendation:**

Keep the current 95 gallon totes. The smaller totes are lighter but only by a few pounds, but they're also narrower and less stable giving them a higher chance of tipping over in high winds. Some of these requests could be looked at and taken care of with the already approved medical exemption which requires assistance from Dakota Sanitation to collect the totes.

- Condos. **Recommendation:**

If the condos had individual garbage totes, they received a recycling tote, this should remain the same. Condos and townhomes with individual totes do not have a common area accessible to place and collect the larger recycling totes. As we look into providing recycling to apartment complexes, accessible areas are needed to provide the recycling service and the larger totes, so these condos and townhomes would probably have to be provided the current totes anyway.

- Apartments. **Recommendation:**

Providing recycling to apartments is challenging because of minimal access to a common area to place and collect the larger recycling totes needed to service a larger apartment complex, they also present a higher chance of contamination, which was one reason for not providing drop off sites. We need to continue to work out the kinks in the residential recycling program before moving forward with apartments.

- Mobile Home Parks. **Recommendation:**

Generally, participation in the Mobile Home parks is slightly lower than the rest of the residential areas at 36.95% through May, with a high in January of 43.04% and a low in April of 31.51%. These numbers are based on picked up totes vs. total totes in each park which will vary with how often residents need to put their tote out for collection. Collection schedules have been included on the new calendars as collection in the mobile home parks does not go by the odd and even house number pick up schedule, with the exception of Woodlands MH Park. We are seeing good support for recycling within the MH parks; I would continue to collect their recyclables.

ATTACHMENTS: Year to date collection and participation spreadsheet

FISCAL IMPACT: N/A

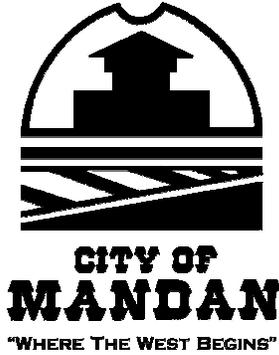
STAFF IMPACT: Minimal

LEGAL REVIEW: N/A

RECOMMENDATION: We recommend approving the changes to the recycling program as presented and discussed.

SUGGESTED MOTION: I move to approve the changes to the recycling program as presented and discussed.

Mandan Recycling - Year-To-Date Breakdown		
JANUARY	Total Recycled : 96.24 ton	Average participation : 49.46%
FEBRUARY	Total Recycled : 78.83 ton	Average participation : 50.26%
MARCH	Total Recycled : 86.48 ton	Average participation : 47.97%
1ST QUARTER TOTALS		
	Total Recycled : 261.55	Average Participation : 49.23%
APRIL	Total Recycled : 78.76 ton	Average participation : 49.57%
MAY	Total Recycled : 90.94 ton	Average participation : 50.94%
YEAR TO DATE		
	Total Recycled : 431.25 ton	Average participation : 49.64%



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: June 2, 2016
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 and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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

BACKGROUND/ALTERNATIVES: The engineering office was approached by Toman Engineering who has been working with the property owners within this proposed district to come up with a plan to better serve these properties with sanitary sewer. In discussing the options with the project engineer and the properties within this district that stand to benefit, staff has come to the conclusion that this sewermain would benefit the city and the property owners at the same time. In allowing this district and subsequent project, the new sewermain would be much more accessible to both the lots and the city when needed to maintain or execute a fix. It would greatly reduce the potential for other utility conflict during service installation and would eliminate the need to remove Collins Avenue roadway surface for future installation or fixes. Currently the service lines do need to span a significant distance across Collins avenue to tie into the nearest sewermain. That is a non-ideal situation that this project would resolve.

The district properties are unanimously requesting that the City allow the special assessment of water and sewer costs to the benefitting properties as evidenced by the petition of non-protest.

ATTACHMENTS:

1. Resolution creating district
2. District Map

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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3. Engineer's Estimate
4. Resolution Approving Engineer's Report
5. Petition
6. Feasibility Report

FISCAL IMPACT: Based on the estimate of cost included with your documentation, the cost of the project would be \$52,962.50, engineering and administration will add \$18,536.88, bringing the total to \$71,499.38. These items would be entirely special assessed to the benefitting properties. There are 4 lots within this special assessment district which would be approximately \$17,874.85 per lot in specials. Consistent with most street projects, we would move forward with an assessment period of 15 years.

STAFF IMPACT: Minimal

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

RECOMMENDATION: This office supports moving forward with the project.

SUGGESTED MOTION: I move to approve the Resolution creating district, approve Resolution approving Engineer's Report and approve feasibility report for Street Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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**RESOLUTION CREATING WATER AND SEWER
IMPROVEMENT DISTRICT NO. 62**

Project No. 2016-17

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

1. There is hereby created Water and Sewer Improvement District No. 60 (the "District") of the City of Mandan, North Dakota, for the purpose of making an improvement project of the type specified in subsection (1) of Section 40-22-01 of the North Dakota Century Code, as amended. Said improvement project to consist of the installation of water sewer main along Collins Avenue between 11th Street N. and 13th Street N., along with the construction and erection of all other appurtenances, contrivances and structures used or useful for a successful operation of the City's sewer system in or on the streets, and public ways within the corporate limits of said City, and to acquire the necessary lands, easements and rights-of-way within the City in connection therewith, all more fully described in the plans and specifications and the estimate of cost thereof to be adopted by the Board for said improvement project.

2. Consultation with respect thereto having been had with the City Engineer, as to property to be benefitted by said proposed improvement project (Project No. 2016-17) and the most practical size, form and location of said District, said District shall include all of the following lots, tracts and parcels of land lying within the following boundary lines to-wit:

Lots, Tracts and Parcels in District:

Lot 2(less south 125'), Block 1, Highland 2nd Replat

South 125' of Lot 2, Block 1, Highland 2nd Replat

Lot 1, Block 1, Highland 3rd Addition

Lot 2, Block 1, Highland 3rd Addition

3. Said improvements to be an extension of the sewer system of said City and to be located and/or constructed on the following streets and public places; namely: along Collins Avenue.

4. The Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement project to be constructed in and for

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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said District, a map showing the proposed district and an estimate of the probable cost of the improvement.

5. This water and sewer improvement project constitutes an improvement project described in subsection 1 of section 40-22-01 of the North Dakota Century Code and as such a resolution of necessity is not required to be published under the provisions of NDCC Section 40-22-15.

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

President, Board of City Commissioners

ATTEST:

James Neubauer, City Auditor

Date of Adoption: June 7th, 2016

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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WATER AND SEWER DISTRICT #62
PROJECT 2016-17

1" = 100'

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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PRELIMINARY ENGINEERS ESTIMATE
WATER & SEWER IMPROVEMENT DISTRICT #62
CITY PROJECT NO. 2016-17

TECO #7973

WATER & SEWER ITEMS

SPEC #	Description	Units	Quantity	Unit Prices	Total
302-4.1	Stabilized Gravel Base (6")	Ton	10	\$ 35.00	\$ 350.00
502-11	6 Inch Concrete	SF	160	\$ 8.00	\$ 1,280.00
801-4.2	8 Inch Sanitary Sewer Pipe	LF	390	\$ 38.00	\$ 14,820.00
801-4.50	8 x 4 Inch Wye Branch	EA	2	\$ 225.00	\$ 450.00
801-4.51	8 x 6 Inch Wye Branch	EA	2	\$ 250.00	\$ 500.00
801-4.60	Bedding Material	Ton	76	\$ 17.50	\$ 1,330.00
801-4.64	Televise Sewermain	LF	610	\$ 2.25	\$ 1,372.50
1205-4.1	Concrete Manhole	EA	3	\$ 4,500.00	\$ 13,500.00
1209-4.1	4" Sewer Service Pipe	LF	20	\$ 25.00	\$ 500.00
1209-4.2	6" Sewer Service Pipe	LF	20	\$ 30.00	\$ 600.00
1209-4.6	4 Inch 45° Bend	EA	2	\$ 75.00	\$ 150.00
1209-4.7	6 Inch 45° Bend	EA	2	\$ 100.00	\$ 200.00
SP	Mobilization & Bonds	LS	1	\$ 2,500.00	\$ 2,500.00
SP	9" Fiber Rolls	LF	390	\$ 4.00	\$ 1,560.00
SP	Sanitary Service Connection	EA	2	\$ 500.00	\$ 1,000.00
SP	Concrete Removal	SY	30	\$ 25.00	\$ 750.00
SP	Boring 8" Sanitary Sewer Pipe	LF	220	\$ 55.00	\$ 12,100.00

WATER & SEWER TOTAL CONSTRUCTION= \$ 52,962.50

LEGAL, ADMINISTRATIVE, ENGINEERING, CONTINGENCIES @ 35%= \$ 18,536.88

TOTAL= \$ 71,499.38

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN WATER & SEWER IMPROVEMENT DISTRICT NO. 62**

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 Water & Sewer Improvement District No. 62 (Project #2016-17), 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:	\$52,962.50
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:	\$18,536.88
c. Total estimated costs of the improvement:	\$71,499.38

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 7th day of June, 2016.

BY ORDER OF THE BOARD OF THE CITY
COMMISSIONERS

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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7973

PETITION
FOR
SEWERMAIN IMPROVEMENTS

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

The undersigned petitioners, being the Owners of the property situated within the area of the proposed project,

Hereby petition the City of Mandan to create a Special Assessment District for the purpose of installing a sanitary sewermain complete and operational for the properties listed below.

See Exhibit "A" showing proposed project

5/ /2016
Lonnie Barth
L.B. Family Properties, LLC
PO Box 698
Bismarck, ND 58502
Lot 2, Less South 125' Highland 2nd Replat



5/9/2016
Cody Fleck
CJF Properties, LLC
2020 3rd Street SE #F2
Mandan, ND 58554
South 125' of Lot 2 Highland 2nd Replat



5/9/2016
Trustee
First Baptist Church of Mandan
Box 96
Mandan, ND 58554
Lot 1, Block 1, Highland 3rd Addition



5/9/2016
Trustee
First Baptist Church of Mandan
Box 96
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Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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7973

PETITION
FOR
SEWERMAIN IMPROVEMENTS

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

The undersigned petitioners, being the Owners of the property situated within the area of the proposed project,

Hereby petition the City of Mandan to create a Special Assessment District for the purpose of installing a sanitary sewermain complete and operational for the properties listed below.

See Exhibit "A" showing proposed project



Lonnie Barth
L.B. Family Properties, LLC
PO Box 698
Bismarck, ND 58502
Lot 2, Less South 125' Highland 2nd Replat

5/1/2016

Cody Fleck
CJF Properties, LLC
2020 3rd Street SE #F2
Mandan, ND 58554
South 125' of Lot 2 Highland 2nd Replat

5/ /2016

Trustee
First Baptist Church of Mandan
Box 96
Mandan, ND 58554
Lot 1, Block 1, Highland 3rd Addition

5/ /2016

Michael J. Remboldt, CEO
HIT, Inc.
1007 18th Street NW
Mandan, ND 58554
Lot 2, Block 1, Highland 3rd Addition

5/ /2016

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2016

Subject: Consider approving the Resolution creating district, approving Resolution approving Engineer's Report and approving feasibility report for Water & Sewer Improvement District No. 62, Project No. 2016-17 (Collins Avenue).

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**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR WATER & SEWER IMPROVEMENT DISTRICT #62
PROJECT # 2016-17**

1.) General Nature of Project

The District has been created to install sewer mains along Collins Avenue. Currently, the nearest sanitary sewer main is located on the West side of Collins Avenue which is all the way across the street from the district properties. This project would bring Sewer Main to the properties' side for easier connection of services and easier accessibility and maintenance of the sewer main and services when needed in the future. The project is to run 8" sewermain in the east side boulevard from just south of 11th Street to 13th Street and into our existing manhole at 13th.

2.) Location of Proposed Construction

The proposed construction will take place along Collins Avenue from 11th Street N. to 13th Street N.

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. The contractor will provide access to the area at all times. 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 for the area. The conditions of the existing water and sewer mains are failing and expensive to maintain; to replace the roadway and not the utilities below the roadway would not be a responsible decision.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$52,962.50. 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; contingency; and all expenses incurred in the making of the improvement and levy of assessments, and contingencies therefore are estimated at \$18,536.88. The total cost for the improvement is estimated at \$71,499.38.


Justin Froseth
City Engineer



Board of City Commissioners

Agenda Documentation

MEETING DATE: June 7, 2016
PREPARATION DATE: May 17, 2016
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert G. Decker, P.E., Principal Planner
Douglas I. Lalim, Building Official
SUBJECT: First consideration of Ordinance No. 1240 amending and re-enacting Article 12, Chapter 111 of the Mandan Municipal Code related to building and lot numbering

STATEMENT/PURPOSE: The language in the code related to building and lot numbering needs to be updated.

BACKGROUND/ALTERNATIVES: The current language does not refer to the addressing grid used to create a uniform numbering pattern to aid emergency response personnel in locating a property. The current language does not include design requirements for numbering. The current language does not include requirements for addressing of buildings located on private streets.

ATTACHMENTS: Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: Staff recommends adoption of this ordinance.

SUGGESTED MOTION: Move to approve the first consideration of Ordinance No. xxxx amending and re-enacting Article 12, Chapter 111 of the Mandan Municipal Code related to building and lot numbering.

ORDINANCE NO. 1240

An Ordinance to Amend and Re-enact Article 12, Chapter 111 of the Mandan Municipal Code related to building and lot numbering

WHEREAS, The language in the Mandan Municipal Code related to building and lot numbering does not indicate that addressing must conform to the addressing grid used for emergency response purposes, and

WHEREAS, The language does not include numbering design requirements, and

WHEREAS, The language does not include signage requirements for buildings located on private streets.

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

Section 1. Article 12, Chapter 111 is amended to read.

ARTICLE 12. - BUILDING AND LOT NUMBERS

Sec. 111-12-1. - Building numbering.

Building numbering shall conform to the requirements of the state building code as augmented herein.

- (1) Each public entrance to a building shall have the building number affixed in a conspicuous place near the entrance.
- (2) Entrance numbers shall be a minimum of 4 inches in height with a minimum stroke width of ½ inch.
- (3) Entrance numbers shall contrast with their background.
- (4) Where a building is addressed off a private street or is accessed by means of a private driveway and the building address cannot be viewed from a public street, additional signage must be provided by means of one of the following:.
 - a. A monument pole located adjacent to the public street;
 - b. A building number and street name on the wall of the building of a size readable by someone of normal vision from the travel lane of the public street that contrasts with the background surrounding the number and name and is either reflective or illuminated; or
 - c. Any other style of signage acceptable to the Fire Chief.

~~Buildings on each lot in all that portion of the city which has been platted shall be numbered as provided in this article, and the number of the lot shall be placed at a conspicuous place upon or above the front door of the front entrance to such building, at the expense of the property owner. Such numbers may be metal or plastic, or may be painted upon the building, door or transom of such building, or upon wood or metal and attached to such building. The figures comprising such numbers shall not be less than three inches in height.~~

Sec. 111-12-2. - Lot numbering.

- (a) Lot numbering shall conform to the number grid established for emergency response purposes by the County of Morton and approved by the City of Mandan.~~Where lots face on the avenues according to the original plat of the city, and the buildings facing the street are placed on such lots, then each 50 feet, fronting on the street, shall be deemed a lot and numbered as provided in this section.~~
- (b) The building official is responsible for assigning the building number at the time of issuance of a building permit.~~Where more than one building is located on the same lot, the one first in order of numbering shall receive the lot number, and the next building shall take the lot number with one half or other necessary fraction added thereto. Where a stairway opens onto the street~~

~~between buildings, such entrance shall take the number of the building having the smaller number with one half added to such number.~~

- ~~(c) The lots on Main Street and all the streets north of Main Street shall be numbered east and west beginning on Collins Avenue.~~
- ~~(d) The lots which adjoin Collins Avenue, or continuation of said avenue, on each street, and face the north side of such street, shall be numbered 100, and each succeeding lot on the north side of such street, both east and west, shall be given the next succeeding even number, provided that the numbers shall be increased 100 with each succeeding block on such street, both east and west, and the number of the lots in each succeeding block on such street shall be 100 higher than the corresponding lot in the block east or west respectively.~~
- ~~(e) The lots which adjoin Collins Avenue or a continuation of said avenue, on each street, and face on the south side of such street, shall be numbered 101, and each succeeding lot on the south side of such street, both east and west, shall be given the next succeeding odd number, provided that such numbers shall be increased 100 with each succeeding block, both east and west, and the number given the lots in each succeeding block shall be 100 higher than the number given the corresponding lot in each preceding block, east or west, respectively.~~

Section 2. Article 12, Chapter 111 is re-enacted as amended.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: _____

Second Consideration and Final Passage: _____

RESOLUTION

MANDAN CITY COMMISSION

A motion was made by Commissioner _____ for the City of Mandan to join the NDPERS Portability Enhancement Provision (PEP) and to offer the plan to all eligible employees of the City of Mandan. The motion was seconded by Commissioner _____. By this Resolution, the City of Mandan approved joining the NDPERS Portability Enhancement Provision (PEP) effective July 1, 2016.

Dated as of this _____ day of June, 2016.

CITY OF MANDAN

By: _____
Arlyn Van Beek, President

ATTEST:

James Neubauer, City Administrator