

**AGENDA**  
**MANDAN CITY COMMISSION**  
**MAY 20, 2014**  
**ED "BOSH" FROEHLICH MEETING ROOM,**  
**MANDAN CITY HALL**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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- A. ROLL CALL:  
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:  
1. Consider approval of the minutes from the May 6, 2014 Board of City Commission meeting.
- E. PUBLIC HEARING:
- F. BIDS:  
1. Consider resolution approving contractor and contractor's bond for Street Improvement District 186 Project 2013-22 (Macedonia Hills 1<sup>st</sup> Addition). (SEE OLD BUSINESS NO. 1 first).
- G. CONSENT AGENDA:  
1. Consider approval of monthly bills.  
2. Consider approval of MPO events' road closures  
3. Silver Dollar Beer Garden and Street Dance Application  
4. Consider Safe Routes to School sidewalk project award of contract to Concrete Services, LLC.  
5. Consider approval of games of chance for the 164<sup>th</sup> Infantry Association of U.S. at Seven Seas Hotel from Sept. 19, 2014 through September 21, 2014.  
6. Consider approval of Building Department purchase of Software Program and Hardware.  
7. Consider approval of site authorizations for Mandan Baseball Club, Inc. from July 1, 2014 through June 30, 2015:  
i. Westside Bar & Grill/Mulligans  
ii. Captain Freddy's  
iii. Station West  
8. Consider selection of construction services for safe routes to school sidewalk project.

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9. Consider approval of the following site authorizations for the Cystic Fibrosis Association of ND from July 1, 2014 through June 30, 2015:
    - i. Stage Stop
    - ii. Colonial Lounge
  10. Consider reclassification of Arborist from a Grade 14 to Grade 15.
  11. Consider approval of the following site authorizations for the Mandan Hockey Club, Inc. from July 1, 2014 through June 30, 2015:
    - i. The Silver Dollar
    - ii. Old Town Tavern
    - iii. The Ridge Motel Corp.
    - iv. Vicky's Sports Bar
- H. OLD BUSINESS:
1. Consider approving the amended 3-way agreement for water and sewer improvement Project 2013-21(Macedonia Hills 1<sup>st</sup> Addition).
- I. NEW BUSINESS:
1. Consider appointing a City Commissioner and alternate to a Sales Tax Committee.
- J. RESOLUTIONS AND ORDINANCES:
1. Second consideration and final passage of Ord. 1183 Changes to Chapters 1 & 2 of Title 21 related to Planning and Zoning.
  2. Second consideration and final passage of Ord. 1184 – Amendment to Chapter 13-15 of the Mandan Code of City Ordinances regulating door-to-door sales.
  3. Consider resolution revising Building Permit Fees and adopting a project value chart.
- K. OTHER BUSINESS:
- L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. June 3, 2014
  2. June 17, 2014
  3. July 1, 2014 – Consider alternate date of June 30, 5:30 p.m.
- 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

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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.

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The Mandan City Commission met in regular session at 5:30 p.m. on May 6, 2014 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim. Absent: Commissioner Frank, City Attorney Brown, and Business Development and Communications Director Huber.

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

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held April 15, 2014 the Board of Equalization Minutes held April 15, 2014, the Special Board Meeting Jail Presentation held April 21, 2014 and the Special Meeting Working Session held April 29, 2014.* 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 resolution approving contractor and contractor’s bond for Street Improvement District 195 Project 2014-13 (Roughrider’s).* Planning & Engineering Director Froseth provided a background of events that have occurred in this matter. On March 4, 2014, the Commission approved the resolution of the Engineer’s Report and the Resolution of Necessity. On April 1, 2014, the Commission approved the plans and specifications and the resolution for advertisement of bids. On April 15, 2014, the Commission approved the resolution of insufficiency of protests contingent upon the proposed street lighting project not be allowed as part of the project based on the protest petition that was received. Bids were received on April 29, 2014 and 2 bids were received. Mariner Construction was the low bidder at \$701,719.07. If awarded the project, the completion date would be October 31, 2014, and the seal coat would be completed by July 15, 2015. The bid came in 20% over the estimated amount of \$585,839 mostly due to the change in approach to the resurfacing of the mine and blend approach. NDCC allows the commission to accept the bid within 40% over the estimate. With the bid amount and projected administrative and engineering costs on top of that, the estimated cost to each property, after review by the Assessment Committee meets on

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this matter, is estimated at \$10,829 for individual lot assessments. This compares to what was sent out with the notification projected at \$9,004 per lot.

Commissioner Tibke moved to approve the bid award for Street Improvement District 195 Project 2014-13 (Roughrider's) to Mariner Construction in the amount of \$701,719.07. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider resolution approving contractor and contractor's bond for Street Improvement District 186 Project 2013-22 (Macedonia Hills 1<sup>st</sup> Addition).* Planning & Engineering Director Froseth stated that bids were received for this street improvement district on February 11, 2014. There were two bids received and Mariner Construction was the low bidder in the amount of \$716,513.05. The Engineer's estimate was \$671,330 which was 6.7% higher than the Engineer's estimate. The City is an obligee of the performance bond for this project and in essence it will own the infrastructure after installation. The surety relayed objections to how the payments for the project have been handled stating that it is not in line with their indemnity agreement with Manitou Construction. The City Attorney suggested asking Mariner Construction to hold their bid for street improvements until the contractual issues with the water and sewer project had been determined so as not to approve a project that could not be performed if the water and sewer would not get installed. Mariner Construction agreed to that request for a finite period of time until May 8, 2014.

The City has been notified that the original water and sewer contractor for this development would not be able to finish the project due to financial circumstances and recently the developer found Cimarron Construction, Inc., to finish the water and sewer, thus awarding the Street Improvement District contract for this development is warranted. With the new contractor in place, Director Froseth recommended going forward with this project by awarding the bid to Mariner Construction was the low bidder in the amount of \$716,513.05 plus engineering and administrative costs of \$250,779.57 totaling \$967,292.62. That amount would be split over the 44 lots in the development for an approximate cost of \$21,983.92. The lots with 2 units will split the cost of the lot at \$10,991.96 each. Director Froseth stated that the City has been provided a license and proof of insurance for the new contractor and a letter of credit. The City does require a performance bond with all water and sewer 3-way agreement contracts which are in process at the present time.

Alexander Mackovski, representing the developer, was present to answer questions regarding this project. He stated that they received an email about an hour and a half ago from the performance bond company who rejected the contractor. He said that the person that was handling the case is on vacation and he has just received an email from their attorney. Mackovski stated he does not know how to proceed at this time. Look for another contractor? Or wait for them just in case, and have an exception to having a performance bond since we already have the money deposited in a joint account with the City of Mandan. We can finish the work in less than 10 days, the contractor stated.

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Mackovski stated he does have a contractor lined up but his application for performance bond that was originally done with Manitou Construction was rejected so there is no performance bond in place but all the money has been deposited in the bank.

Planning & Engineering Director Froseth stated the information just provided by Mackovski is a new development to him, as well. He was not aware they were unable to obtain a performance bond. Water and sewer contracts require both the letter of credit to assure that the developer has the money to pay for these improvements and the performance bond is a redundancy and should guarantee that this project will finish. The bond is to assure that the contractor will be able to finish the project and not just that the developer has the money for the project. Without the performance bond in place and in order to follow procedure, Director Froseth recommended this matter be tabled until a performance bond is intact. If there are no problems, the matter could be completed within a week.

Commissioner Braun moved to table the resolution approving the contractor and contractor's bond for Street Improvement District 186 Project 2013-22 (Macedonia Hills 1<sup>st</sup> Addition). Commissioner Rohr seconded the motion.

Commissioner Tibke asked for clarification if the recommendation is to table this matter until the next meeting when a performance bond will be in place. Mackovski questioned what they should do if the contractor does not qualify to any bonding company. Should he seek a new contractor or would the City of Mandan look for a new contractor? Mayor Van Beek suggested that after the meeting adjourns that Mackovski meet with Planning & Engineering Director Froseth and City Administrator Neubauer to discuss the process.

City Administrator Neubauer recommended that the City of Mandan deny the 3-way agreement contract and suggested that this matter come back before the Commission at a later date because tabling the matter could leave it in limbo for an indefinite period of time. He recommended not approving the 3-way contract and if it needs to come back it can go through the proper process to come before the City Commission again.

Roll call vote: Commissioner Rohr: No; Commissioner Tibke: No; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: No. The motion to table the matter failed.

City Administrator Neubauer stated this was the action to consider the street improvement award for bids. The Commission already acted on New Business No. 9 and approved the 3-way agreement. With the newest information the City can hold the bid on the street improvement provided Mariner Construction is willing to extend their bid prices. He recommended that the Commission should go back and address the 3-way agreement and rescind the approval of the 3-way agreement with the new information just received that the performance bond requirement has not been met.

Commissioner Tibke moved to deny the street improvement District 186 Project 2013-22 (Macedonia Hills 1<sup>st</sup> Addition). Commissioner Rohr seconded the motion. Roll call vote:

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

G. CONSENT AGENDA

1. *Consider for approval adding Telecommunication Facilities to the Utility Service Group Zoning Category*
2. *Consider the following proclamations: (i) May 17, 2014 as National Kids to Parks Day (ii) May 18, 2014 as STRIDES: Lions Walk for Diabetes Awareness Day.*
3. *Update on low bid for sidewalk and incidentals as bid through NDDOT Safe Routes to School program.*
4. *Consider correction of accurate vacant lot value in equalization for Gas U Up LLC.*
5. *Consider approval of sale of 1987 Sludge Truck and transfer \$2500 of total sale for new dump truck.*
6. *Consider approval to create the position of Assistant Utility Maintenance Superintendent.*
7. *Acting as the Board of Adjustment, consider for approval setback and Floor Area Ratio variances for Heart River Storage.*
8. *Consider for approval Plat for Heart Ridge Third Addition.*
9. *Consider for approval Replat of Lot 3, Block 94, First Northern Pacific Addition.*
10. *Consider for approval Longhorn First Addition Replat.*
11. *Consider approval of the following site authorizations for the Fort Abraham Lincoln Foundation from July 1, 2014 through June 30, 2015: (i) Midway Lanes (ii) Broken Oar (iii) Lonesome Dove (iv) Seven Seas*
12. *Acting as the Board of Adjustment, consider for approval a setback variance for Lot 5, Block 1 Sylvester's Industrial Park 2<sup>nd</sup> Addition.*
13. *Consider approval of games of chance for Chapter B, Vietnam Vets Legacy Vets Motorcycle Club at Colonial Lounge May 28, 2014 through August 23, 2014.*
14. *Consider for approval the Water Meter Replacement Project Change Order 1 deduct and accept the new AMI Agreement between the City of Mandan and Sensus, water meter supplier.*

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider funding requests from the Mandan Progress Organization Funding Committee. Del Wetsch, Executive Director of the Mandan Progress Organization, (MPO), provided a brief background of the basis for the MPO request. The purpose of the request before the Commission is to consider funding from the City of Mandan's Advertising Budget of \$20,000. He stated that applications were reviewed in April 2014 by the MPO Funding Subcommittee for recommendation to the City Commission for*

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approval. Participants were invited to talk about their event they are bringing to the community. Funds are allocated to each group consisting of 50% in Mandan dollars and 50% cash being spent in the business community. Wetsch stated there were 16 applications this year of which 13 were approved for funding at the Board of Directors April 25, 2014 meeting and they are now being presented for approval by the City Commission.

Mayor Van Beek stated that the MPO and Rodeo Days have received an outstanding award. The Mandan Rodeo Days Celebration was named “2014 North Dakota Tourism Event of the Year”. The award was presented in Fargo on April 16, 2014 by Governor Dalrymple. Mandan Rodeo Days has been recognized both locally and nationally and has raised more than \$40,000 over the last 3 years for the Wounded Warriors Project. Mayor Van Beek extended congratulations to the Mandan Rodeo Days Committees for this award. Del Wetsch was recognized as the recipient of the John Justin “Standard of the West Award”. Mayor Van Beek congratulated Del as the 2014 recipient and extended a thank you to Del for all his time and contributions to the City of Mandan events.

Commissioner Rohr motioned to approve the funding requests from the Mandan Progress Organization Funding Committee that were approved by the MPO Board of Directors at the April 25, 2014 meeting. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Introduction of new employee, Rob Gaskill, engineering technician.* Planning & Engineering Director Froseth introduced Rob Gaskill, as the department’s new engineering technician. He was previously employed with Ulteig Engineers, Bismarck, where he did CAD design work within subdivisions and cellular tower sites. Mayor Van Beek extended a welcome to Rob to his new position with the City of Mandan.

3. *Consider resolution approving the plans and specifications and authorizing the execution of a 3-way agreement for water and sewer improvement Project 2014-01(Keidel’s South Heart Terrace 3rd Addition).* Planning & Engineering Director Froseth presented a request to approve Keidel’s South Heart 3-way agreement for water and sewer improvement. Keidel’s is located south of 19<sup>th</sup> Street and east of Hwy 6 in south Mandan. The proposed utilities serve the developer and benefit the land. This is being paid by a 3-way agreement and a letter of credit has been secured for the project and all requirements have been met for the 3-way agreement.

Commissioner Rohr moved to approve the resolution approving the plans and specifications and authorizing the execution of a 3-way agreement for water and sewer improvement Project 2014-01(Keidel’s South Heart Terrace 3rd Addition). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

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4. *Consider resolution approving the plans and specifications and authorizing the execution of a 3-way agreement for water and sewer improvement Project 2014-03(Lincoln Ridge 6th Addition).* Planning & Engineering Director Froseth stated this property is located south of 19<sup>th</sup> Street and directly west of Ft. Lincoln Elementary School in southeast Mandan. The proposed utilities serve the developer and benefit the land. This is being paid by a 3-way agreement and a letter of credit has been secured for the project and all requirements have been met for the 3-way agreement. On May 7, 2013, the Commission approved the final plat for Lincoln Ridge Estates 6<sup>th</sup> Addition with the understanding that the developer Steve Thilmony would either sell Lots 25, 26, and 27 to the residents of Lincoln Ridge 1<sup>st</sup> or if an agreement did not work out the lots would be added to lots 24 and 28 of Lincoln Ridge 6<sup>th</sup>. The recommendation would be to approve the 3-way agreement contingent on Mr. Thilmony taking care of this issue and recording the plat.

Commissioner Braun moved to approve the resolution of the plans and specifications and authorizing the execution of a 3-way agreement for water and sewer improvement Project 2014-03(Lincoln Ridge 6th Addition) contingent on the Lincoln Ridge Estates 6<sup>th</sup> Addition plat being recorded. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Consider resolution approving the plans and specifications and authorizing the execution of a 3-way agreement for water and sewer improvement Project 2014-05(West Hills Estates 3rd Addition).* Planning & Engineering Director Froseth stated this property is located north of Old Red Trail and west of Crown Point. The proposed utilities serve the developer and the benefiting land. This is being paid by a 3-way agreement and a letter of credit has been secured for the project and all requirements have been met for the 3-way agreement.

Commissioner Rohr moved to approve the plans and specifications and authorize the execution of a 3-way agreement for water and sewer improvement Project 2014-05(West Hills Estates 3rd Addition). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

6. *Consider resolution approving the plans and specifications and authorizing the execution of a 3-way agreement for water and sewer improvement Project 2014-21(Heart Ridge 3rd Addition).* Planning & Engineering Director Froseth stated this property is located north of 19 Street and west of 8<sup>th</sup> Avenue Southeast in Mandan. The proposed utilities serve the developer of the benefiting land. This is being paid by a 3-way agreement and a letter of credit has been secured for the project and all requirements have been met for the 3-way agreement. This was originally included in Heart Ridge 2<sup>nd</sup> Addition. It was revised because a mistake was found with alignment. Heart Ridge 3<sup>rd</sup> Addition was created to correct in order for lots to better fit with the existing shape of the land.

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Commissioner Tibke moved to approve the resolution for plans and specifications and authorize the execution of a 3-way agreement for water and sewer improvement Project 2014-21(Heart Ridge 3rd Addition). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

7. *Consider resolution approving plans and specifications and resolution directing advertisement for bid for Street Improvement District 196 Project 2014-14 (Mandan Industrial Park).* Planning & Engineering Director Froseth provided a background on this matter. On March 4, 2014, the Mandan City Commission approved the creation of Street Improvement District No. 196 aka Mandan Industrial Park and approved the Engineer's Report and the Resolution of Necessity. On April 15, 2014, the City Commission approved the Resolution determining the insufficiency of protest. The City Engineer's Office has been working with consultants Wenck Associates on project design with the intention to publish the advertisement for bids on May 9, 2014, and the second notice on May 16, 2014 pending approval of the plans and specifications. The plan would be to open bids on May 27, 2014 with approval of the City Commission at the June 3, 2014 meeting. Substantial completion of the project would be by October 31, 2014, with seal and asphalt paved streets by July 15, 2015. The assessments, when determined, would be assessed to the individual property owners.

Commissioner Rohr moved to approve the resolution approving the plans and specifications and approve the resolution directing advertisement for bid for Street Improvement District 196 Project 2014-14 (Mandan Industrial Park). Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

8. *Consider resolution amending engineer's report and resolution directing advertisement for bid for Street Improvement District 189 Project 2013-30 (Lakewood 6th Lot 10B Block 1 Replat).* Planning & Engineering Director Froseth stated this project was brought forward to this Commission in the fall of 2013 for bids and no bids were received. This is brought again for approval of the street improvements in Lakewood 6<sup>th</sup> Addition. This is only for the section which is an extension of 39<sup>th</sup> Street in southwest Mandan. The estimated costs for this project is \$55,361.20; engineering and administration will add \$19,376.42 for a total cost of \$74,737.62. The assessment would be against the 19 lots in the area which will be approximately \$3,933.56 each.

Commissioner Braun moved to approve the resolution amending engineer's report and resolution directing advertisement for bid for Street Improvement District 189 Project 2013-30 (Lakewood 6th Lot 10B Block 1 Replat). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

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9. *Consider approving the amended 3-way agreement for water and sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).* Planning & Engineering Director Froseth stated that this project is located at 19<sup>th</sup> Street Southwest, west of Ft. Lincoln Elementary School. The proposed utility only serves the developer and the benefiting land therefore it is being paid under a 3-way agreement and a letter of credit has been secured for the project. The 3-way agreement is in need of amending because the original contractor on the project was unable to complete the project. A new contractor is in place to finish this work under Addendum No. 1 to the original agreement which requires them to follow the conditions of the original 3-way agreement.

Commissioner Tibke moved to approve the amended 3-way agreement for water and sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

Commissioner Rohr motioned to rescind the approval of the amended 3-way agreement for water and sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition). Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

City Administrator Neubauer clarified that the intent is to not move forward with the 3-way agreement because there is no performance bond as required by the agreement and in turn the City of Mandan could not award the street improvement project until the underground is completed.

J. RESOLUTIONS AND ORDINANCES:

1. *First consideration of Ord. 1183 Changes to Chapters 1 & 2 of Title 21 related to Planning and Zoning.* Robert Decker, Principal Planner stated this is the first step in the update of the code. He stated that these are administrative changes. There are no changes in the rules or regulations. This is primarily updating definitions and clarifying language. This will be added to codification with Municode.

Commissioner Braun moved to approve the First consideration of Ord. 1183 Changes to Chapters 1 & 2 of Title 21 related to Planning and Zoning. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *First consideration of Ord. 1184 – Amendment to Chapter 13-15 of the Mandan Code of City Ordinances regulating door-to-door sales.* Police Chief Bullinger stated that Ordinance 1184 will amend sections of Chapter 13-15 that addresses regulations of door to door sales and the issuance of transit permits. This new ordinance will reassign the responsibilities to the Mandan Police Department. In addition, it will also require additional information from the applicants to enhance background checks and we would

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establish the use of a photo ID which would be carried by every person that would be in Mandan going door-to-door. One additional provision would allow the police department to immediately suspend a permit if sales people are engaging in a fraudulent sale or conduct that would be disorderly. This Amendment has been reviewed by the City Attorney.

Commissioner Braun moved to approve the First consideration of Ord. 1184 – Amendment to Chapter 13-15 of the Mandan Code of City Ordinances regulating door-to-door sales. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS

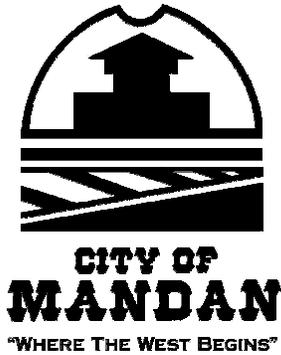
There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 6:30 p.m. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

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James Neubauer,  
City Administrator

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Arlyn Van Beek,  
President, Board of City  
Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 16, 2014  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

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**STATEMENT/PURPOSE:** This is a review of bids for Street Improvement District No. 186, Project 2013-22 (Macedonia Hills 1st Addition).

**BACKGROUND/ALTERNATIVES:** Bids were received on February 11, 2014 for the project. There were two bids for this project and Mariner Construction was the low bidder. The bid amount was \$716,513.05. The Engineer's estimate was \$671,330.00. The bid is 6.7% higher than the Engineer's estimate.

As an obligee of the performance bond for the Macedonia Hills water and sewer project, since we, the City, would own that infrastructure after installation, we had been contacted by the surety for the water and sewer project that agreed to provide the required performance bond for it. In those conversations, the surety had relayed their objections to how the payments for the water and sewer project have been handled, and that it is not in line with their indemnity agreement with Manitou Construction.

Given those uncertainties, the engineering department, after consulting with our city attorney, thought it would be prudent to ask Mariner Construction to hold their bid for street improvements until the contractual issues with the water and sewer project had been worked out as not to approve a project that could not be performed if water and sewer didn't get installed.

Board of City Commissioners

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We were notified that the original water and sewer contractor for this development would not be able to finish the project due to their own financial circumstances and recently the developer has found a contractor that can, Bowers Excavating, Inc. Given that a new contractor is in place to finish the water and sewer we believe that awarding the Street Improvement District contract for this development is warranted.

ATTACHMENTS:

1. Bid Tabulation
2. District Map
3. Mariner Construction Agreement to Hold Bid Price
4. Resolution Approving Contract and Contractors Bond

FISCAL IMPACT: The Project would be paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$716,513.05 plus the engineering and administrative cost of \$250,779.57 totaling \$967,292.62. The special assessments will be assessed per lots. There are 44 lots in this area that will be receiving approximately \$21,983.92 each. Lots in this area are zoned R3.2 which allows single family and two family dwellings on each lot. The lots that are developed with 2 units will be splitting the cost of the lot at \$10,991.96 each.

STAFF IMPACT: Minimal

LEGAL REVIEW: All documentation has been forwarded to the City attorney.

RECOMMENDATION:

- 1) Because of action taken at last commission to deny awarding of the project to Mariner Construction, the motion to deny must be reconsidered.
- 2) We would recommend awarding the project to Mariner Construction and approving the Resolution Approving Contract and Contractors Bond.

SUGGESTED MOTION:

- 1) I would move to reconsider last meetings motion to deny award of Street Improvement District 186 to Mariner Construction.
- 2) I would move to approve awarding Street Improvement District 186 Project 2013-22 to Mariner Construction in the amount of \$716,513.05 and approve the Resolution Approving Contract and Contractors Bond.

Board of City Commissioners

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Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

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BID OPENING FEBRUARY 11, 2014 4:00 P.M.  
 MACEDONIA HILLS FIRST ADDITION  
 STREET IMP. DISTRICT NO. 186  
 CITY PROJECT NO. 2013-22  
 BID TABULATION

SPEC NO.	DESCRIPTION	UNIT	QUAN.	ENGINEER'S ESTIMATE		MARINER CONSTRUCTION		NORTHERN IMPROVEMENT	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
203-3-1	WATERING	M GAL	15	\$ 22.00	\$ 330.00	\$ 40.00	\$ 600.00	\$ 16.80	\$ 252.00
205-3-3	WEIGHTED FIBER ROLL	LF	100	\$ 12.00	\$ 1,200.00	\$ 20.00	\$ 2,000.00	\$ 6.60	\$ 660.00
302-4-1	STABILIZED GRAVEL BASE	TON	3550	\$ 23.50	\$ 83,425.00	\$ 28.40	\$ 100,820.00	\$ 31.00	\$ 110,050.00
304-6-1B	AC STABILIZED BASE (CLASS B 1/2-1/2")	TON	1654	\$ 105.00	\$ 173,670.00	\$ 111.10	\$ 183,759.40	\$ 116.70	\$ 193,021.80
401-6-2B	AC SURFACE COURSE (CLASS B)2"	TON	1323	\$ 105.00	\$ 138,915.00	\$ 111.10	\$ 146,985.30	\$ 116.70	\$ 154,394.10
402-4-2	BITUMINOUS TACK COAT	GAL	558	\$ 2.50	\$ 1,395.00	\$ 2.75	\$ 1,534.50	\$ 2.30	\$ 1,283.40
403-4-1	BITUMINOUS SEAL COAT	SY	11136	\$ 3.00	\$ 33,408.00	\$ 2.77	\$ 30,846.72	\$ 2.50	\$ 27,840.00
602-4-1	6" CONCRETE	SF	1946	\$ 7.50	\$ 14,595.00	\$ 5.53	\$ 10,761.38	\$ 7.20	\$ 14,011.20
603-5-3	STANDARD CURB & GUTTER	LF	4866	\$ 19.00	\$ 92,454.00	\$ 15.70	\$ 76,396.20	\$ 18.20	\$ 88,561.20
802-4-5	24" RCP STORM SEWER PIPE	LF	415	\$ 80.00	\$ 33,200.00	\$ 110.00	\$ 45,650.00	\$ 115.00	\$ 47,725.00
801-4-60	BEDDING MATERIAL	TON	135	\$ 18.00	\$ 2,430.00	\$ -	\$ -	\$ 23.00	\$ 3,105.00
802-4-55	24" RCP FLARED END SECTION	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 3,300.00	\$ 6,600.00	\$ 3,450.00	\$ 6,900.00
1001-2-8	STREET LIGHT CONTROL PANEL	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 6,710.00	\$ 6,710.00	\$ 7,015.00	\$ 7,015.00
1001-4-11	2" CONDUIT (LAID)	LF	2576	\$ 2.00	\$ 5,152.00	\$ 1.49	\$ 3,838.24	\$ 1.60	\$ 4,121.60
1001-4-1	TYPE B STREET LIGHT UNIT	EA	13	\$ 2,500.00	\$ 32,500.00	\$ 4,097.50	\$ 53,267.50	\$ 4,283.80	\$ 55,689.40
1001-4-12	TRENCHING 27" DEEP	LF	2576	\$ 2.25	\$ 5,796.00	\$ 3.03	\$ 7,805.28	\$ 3.20	\$ 8,243.20
1001-4-20	JUNCTION BOXES	EA	2	\$ 750.00	\$ 1,500.00	\$ 1,045.00	\$ 2,090.00	\$ 1,092.50	\$ 2,185.00
1001-4-21	2-NO. 4 CONDUCTORS	LF	350	\$ 5.00	\$ 1,750.00	\$ 3.63	\$ 1,270.50	\$ 3.80	\$ 1,330.00
1001-4-22	3-NO. 4 CONDUCTORS	LF	1740	\$ 7.00	\$ 12,180.00	\$ 5.39	\$ 9,378.60	\$ 5.60	\$ 9,744.00
1001-4-25	NO. 6 COPPER GROUND	LF	2090	\$ 2.00	\$ 4,180.00	\$ 1.16	\$ 2,424.40	\$ 1.20	\$ 2,508.00
1205-4-2	60" CONCRETE MANHOLE (STORM)	EA	3	\$ -	\$ -	\$ 0.01	\$ 0.03	\$ 0.01	\$ 0.03
1205-4-9	TYPE 108" INLET	EA	3	\$ 4,900.00	\$ 14,700.00	\$ 6,325.00	\$ 18,975.00	\$ 6,612.50	\$ 19,837.50
1206-4-7	ADJUST INLET CASTING ALL SIZES	EA	3	\$ 350.00	\$ 1,050.00	\$ 50.00	\$ 150.00	\$ 63.30	\$ 189.90
SP6	STOP SIGN & STREET NAME SIGN ON 1 POST	EA	6	\$ 500.00	\$ 3,000.00	\$ 350.00	\$ 2,100.00	\$ 501.40	\$ 3,008.40
SP7	ROAD CLOSED, BARRICADE	EA	3	\$ 500.00	\$ 1,500.00	\$ 850.00	\$ 2,550.00	\$ 713.00	\$ 2,139.00
				\$ -	\$ 671,330.00		\$ 716,513.05		\$ 763,814.73

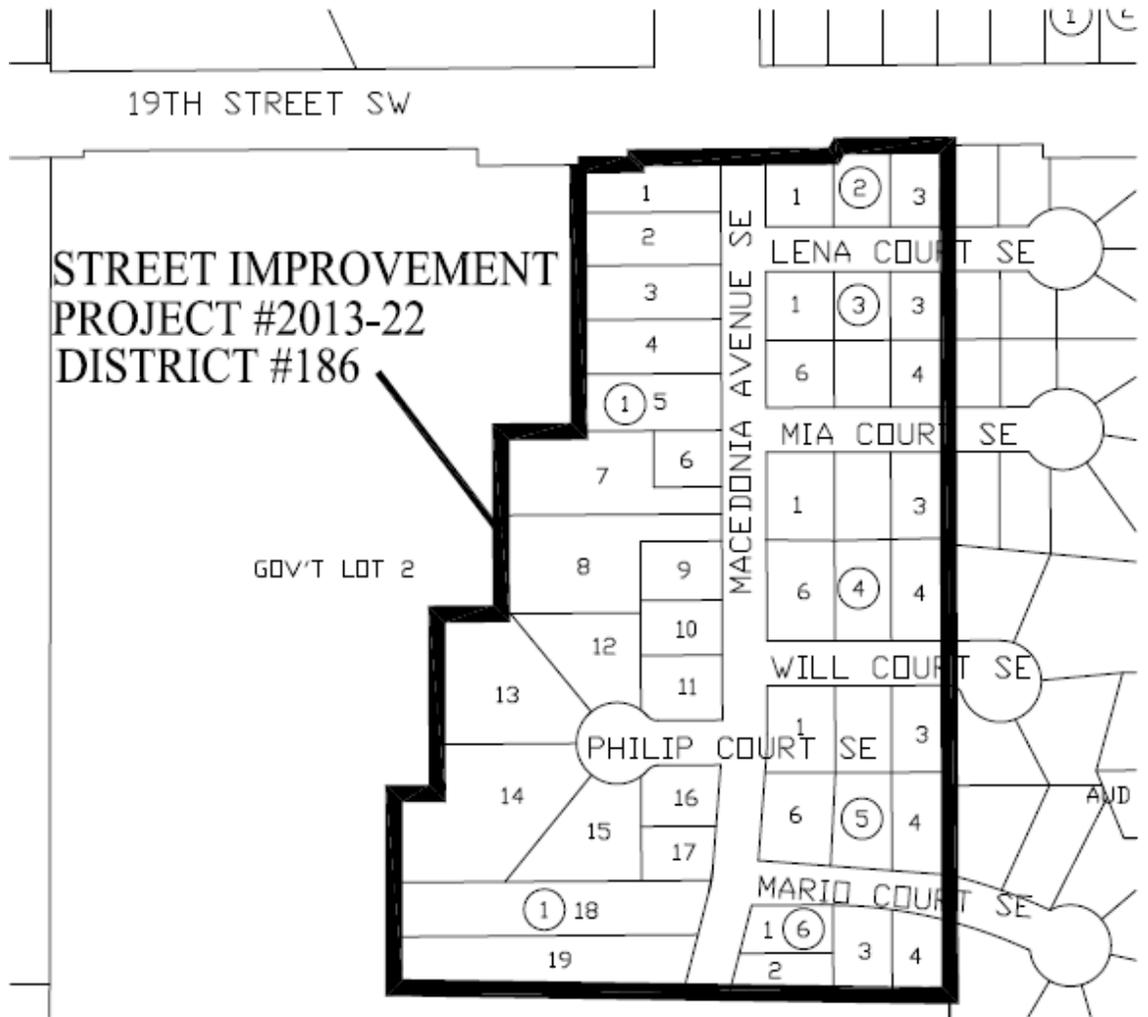
Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

Page 4 of 6



Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

Page 5 of 6



# CITY OF MANDAN

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

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

May 19, 2014

Mariner Construction  
1771 W. Cavalry Drive  
Bismarck, ND 58504

Re: Street Improvement District 186 Project No. 2013-22  
(Macedonia Hills 1<sup>st</sup> Addition)

Dear Owner:

The City of Mandan is requesting that you sign and date below acknowledging that you are holding your bid price of \$716,513.05 on Street Improvement District 186 Project 2013-22 through May 21<sup>st</sup>, 2014.

Sincerely,

Justin Froseth  
City of Mandan Engineering & Planning Director

Mariner Construction representative to fill in below.

Print Name

Nick Moir

Title

Project Estimator

Sign Name

Date

5/20/2014

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

Page 6 of 6

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**RESOLUTION**  
**APPROVING CONTRACT AND CONTRACTOR'S BOND FOR**  
**STREET IMPROVEMENT DISTRICT NO. 186**

(Project No. 2013-22)

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

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 186 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Mariner Construction whose bid provides for the construction of said improvement at a total estimated base price of \$716,513.05.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 20<sup>th</sup> day of May, 2014

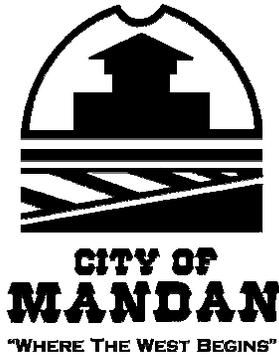
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Arlyn Van Beek, President of the  
Board of City Commissioners

Attest:

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James Neubauer,  
City Administrator



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 16, 2014  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

---

**STATEMENT/PURPOSE:** This is a review of bids for Street Improvement District No. 186, Project 2013-22 (Macedonia Hills 1st Addition).

**BACKGROUND/ALTERNATIVES:** Bids were received on February 11, 2014 for the project. There were two bids for this project and Mariner Construction was the low bidder. The bid amount was \$716,513.05. The Engineer's estimate was \$671,330.00. The bid is 6.7% higher than the Engineer's estimate.

As an obligee of the performance bond for the Macedonia Hills water and sewer project, since we, the City, would own that infrastructure after installation, we had been contacted by the surety for the water and sewer project that agreed to provide the required performance bond for it. In those conversations, the surety had relayed their objections to how the payments for the water and sewer project have been handled, and that it is not in line with their indemnity agreement with Manitou Construction.

Given those uncertainties, the engineering department, after consulting with our city attorney, thought it would be prudent to ask Mariner Construction to hold their bid for street improvements until the contractual issues with the water and sewer project had been worked out as not to approve a project that could not be performed if water and sewer didn't get installed.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

Page 2 of 6

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We were notified that the original water and sewer contractor for this development would not be able to finish the project due to their own financial circumstances and recently the developer has found a contractor that can, Cimarron Construction, Inc. Given that a new contractor is in place to finish the water and sewer we believe that awarding the Street Improvement District contract for this development is warranted.

ATTACHMENTS:

1. Bid Tabulation
2. District Map
3. Mariner Construction Agreement to Hold Bid Price
4. Resolution Approving Contract and Contractors Bond

FISCAL IMPACT: The Project would be paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$716,513.05 plus the engineering and administrative cost of \$250,779.57 totaling \$967,292.62. The special assessments will be assessed per lots. There are 44 lots in this area that will be receiving approximately \$21,983.92 each. Lots in this area are zoned R3.2 which allows single family and two family dwellings on each lot. The lots that are developed with 2 units will be splitting the cost of the lot at \$10,991.96 each.

STAFF IMPACT: Minimal

LEGAL REVIEW: All documentation has been forwarded to the City attorney.

RECOMMENDATION: I would recommend awarding the project to Mariner Construction and approving the Resolution Approving Contract and Contractors Bond.

SUGGESTED MOTION: I would move to approve awarding Street Improvement District 186 Project 2013-22 to Mariner Construction in the amount of \$716,513.05 and approve the Resolution Approving Contract and Contractors Bond.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

Page 3 of 6

BID OPENING FEBRUARY 11, 2014 4:00 P.M.  
 MACEDONIA HILLS FIRST ADDITION  
 STREET IMP. DISTRICT NO. 186  
 CITY PROJECT NO. 2013-22  
 BID TABULATION

SPEC NO.	DESCRIPTION	UNIT	QUAN.	ENGINEER'S ESTIMATE		MARINER CONSTRUCTION		NORTHERN IMPROVEMENT	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
203-3-1	WATERING	M GAL	15	\$ 22.00	\$ 330.00	\$ 40.00	\$ 600.00	\$ 16.80	\$ 252.00
205-3-3	WEIGHTED FIBER ROLL	LF	100	\$ 12.00	\$ 1,200.00	\$ 20.00	\$ 2,000.00	\$ 6.60	\$ 660.00
302-4-1	STABILIZED GRAVEL BASE	TON	3550	\$ 23.50	\$ 83,425.00	\$ 28.40	\$ 100,820.00	\$ 31.00	\$ 110,050.00
304-6-1B	AC STABILIZED BASE (CLASS B 1/2-1/2")	TON	1654	\$ 105.00	\$ 173,670.00	\$ 111.10	\$ 183,759.40	\$ 116.70	\$ 193,021.80
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801-4-60	BEDDING MATERIAL	TON	135	\$ 18.00	\$ 2,430.00	\$ -	\$ -	\$ 23.00	\$ 3,105.00
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1001-4-20	JUNCTION BOXES	EA	2	\$ 750.00	\$ 1,500.00	\$ 1,045.00	\$ 2,090.00	\$ 1,092.50	\$ 2,185.00
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1001-4-25	NO. 6 COPPER GROUND	LF	2090	\$ 2.00	\$ 4,180.00	\$ 1.16	\$ 2,424.40	\$ 1.20	\$ 2,508.00
1205-4-2	60" CONCRETE MANHOLE (STORM)	EA	3	\$ -	\$ -	\$ 0.01	\$ 0.03	\$ 0.01	\$ 0.03
1205-4-9	TYPE 108" INLET	EA	3	\$ 4,900.00	\$ 14,700.00	\$ 6,325.00	\$ 18,975.00	\$ 6,612.50	\$ 19,837.50
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SP7	ROAD CLOSED, BARRICADE	EA	3	\$ 500.00	\$ 1,500.00	\$ 850.00	\$ 2,550.00	\$ 713.00	\$ 2,139.00
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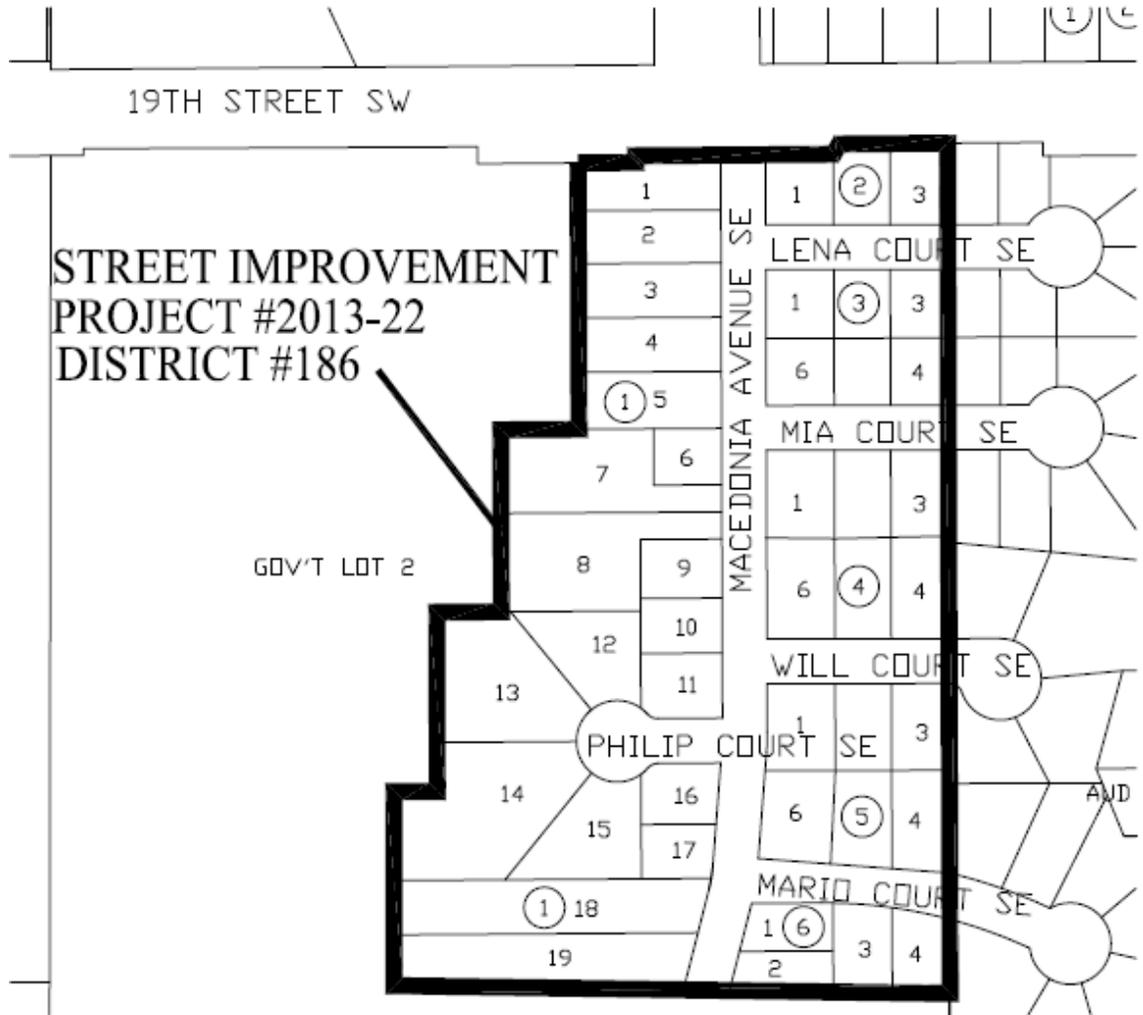
Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

Page 4 of 6



Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

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"WHERE THE WEST BEGINS"

# CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW  
MANDAN, NORTH DAKOTA 58554

CITY DEPARTMENTS	
ADMINISTRATION	667-3215
ASSESSING/BUILDING INSPECTION	667-3230
ENGINEER/PLANNING	667-3225
FINANCE	667-3213
FIRE	667-3288
PERSONNEL	667-3217
POLICE	667-3250
PUBLIC WORKS	667-3240
SPECIAL ASSESSMENTS	667-3211
WASTE WATER PLANT	667-3278
WATER BILLING	667-3219
FAX	667-3223

March 5, 2014

Mariner Construction  
1771 W. Cavalry Drive  
Bismarck, ND 58504

Re: Street Improvement District 186 Project No. 2013-22  
(Macedonia Hills 1<sup>st</sup> Addition)

Dear Owner:

The City of Mandan is requesting that you sign and date below acknowledging that you are holding your bid price of \$716,513.05 on Street Improvement District 186 Project 2013-22 until May 8<sup>th</sup>, 2014.

Sincerely,

Justin Froseth  
City of Mandan Engineering & Planning Director

Mariner Construction representative to fill in below.

Print Name

Nick Mariner

Title

Project Estimator

Sign Name

[Handwritten Signature]

Date

5/6/2014

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider bids for Street Improvement District No. 186, Project 2013-22(Macedonia Hills 1st Addition).

Page 6 of 6

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**RESOLUTION**  
**APPROVING CONTRACT AND CONTRACTOR'S BOND FOR**  
**STREET IMPROVEMENT DISTRICT NO. 186**  
(Project No. 2013-22)

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

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 186 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Mariner Construction whose bid provides for the construction of said improvement at a total estimated base price of \$716,513.05.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 20<sup>th</sup> day of May, 2014

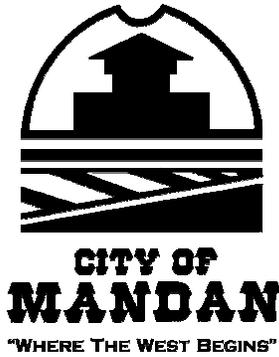
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Arlyn Van Beek, President of the  
Board of City Commissioners

Attest:

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James Neubauer,  
City Administrator



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 15, 2014  
**SUBMITTING DEPARTMENT:** Planning and Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** MPO Events' Road Closure Requests

---

**STATEMENT/PURPOSE:** To consider allowing temporary road closures and parking modifications as outlined for four MPO (Mandan Progress Organization) events this year.

**BACKGROUND/ALTERNATIVES:** Our office received a request by the MPO to close roads and modify parking as outlined on the attached request submitted by the MPO. The events for which closures and modifications are requested for include:

- 1) Buggies-n-Blues on June 7-8<sup>th</sup>
- 2) Mandan Rodeo Days on July 2-4<sup>th</sup>
- 3) Grill Fest on August 16<sup>th</sup>
- 4) OktoberFest on September 27<sup>th</sup>

These changes are consistent with what has been done in past years. A meeting was held with representation from the Mandan Police Department, City Engineering, MPO management, and Rodeo Days parade management with all agreeing to the plans as laid out in the attached document submitted by the MPO.

**ATTACHMENTS:** Request from MPO and plans for each event

**FISCAL IMPACT:** minimal

**STAFF IMPACT:** minimal

**LEGAL REVIEW:** n/a

**RECOMMENDATION:** Recommend approval of MPO events' road closure and parking modification requests.

**SUGGESTED MOTION:** I move to approve MPO events' road closure and parking modification requests.



**Musicians Association &  
Buggies-n-Blues**  
411 West Main Street  
Mandan, ND 58554  
Phone: 258-8876  
[E-mail: vernoncermak59@gmail.com](mailto:vernoncermak59@gmail.com)

**April, 2014**

Mayor Arlyn Van Beek  
Mandan City Hall  
205 2<sup>nd</sup> Ave. NW  
Mandan, ND 58554

Members of the Commission:

The Musicians Association and the Mandan Progress Organization is sponsoring Buggies-n-Blues event which will be on Saturday, June 7<sup>th</sup> and Sunday June 8<sup>th</sup> now in its 21<sup>st</sup> year.

To that end we are submitting the following request:

**DYKSHOORN PARK**

- The use of the Dykshoorn Park area for a dance on Saturday, June 7<sup>th</sup> and for use on Sunday June 8<sup>th</sup>.

**POSTING OF "NO PARKING"**

- Posting and removing of "No Parking" on Main Street from the 100 block NE through the 500 block NW.
- The posting and removing of "No Parking" signs from 4th Ave NW to 1st Ave NE. to the alley
- We suggest that the signs be posted before Saturday, June 7th, prior to midnight. "No Parking" is requested from 2:00 AM Sunday, until the removal of the barricades on Sunday following the event. (Approx. 7:00 PM)

**SIGNS**

- The city will provide detour, merging traffic, no parking and stop signs.
- Dropping off of "No Parking" signs at the American Bank Center. (Permission has been granted for the use of the lot east of the American Bank Center from the owners.)

**Request of the Mandan Police Department**

**Prior to event**

- To notify patrons that have rented parking spaces in city lots, not to use those areas during the requested times. Buggies-n-Blues will cover cost of notification.

**Saturday, June 7<sup>th</sup>**

- We request a police escort on Saturday night for "The Parade of Classics". The cars will gather near the Mandan Brave Center with the parade beginning at 8:00 PM. The scheduled parade route is down 6<sup>th</sup> Ave NW than continue east on Main to Burger King
- To assist with the removal of parked cars on the NO PARKING ZONES starting after 2:00 AM on Sunday

**Sunday, June 8<sup>th</sup>**

- Provide traffic cones with delivery by the Mandan Police Dept. at 6:30 AM Sunday (Meeting at M & H)
- Two officers on bicycles on Sunday if possible. Time to be determined by the MPD.
- To assist in traffic control and closing the streets on Sunday morning starting at 6:30 AM and in reopening the streets Sunday at 7:00 PM.

**The possibility of having Main Street washed/cleaned prior to 6:30 a.m. Sunday, June 8<sup>th</sup>.**

We thank you for the consideration of our requests.

Vern Cermak

**Vernon Cermak**

Musicians Association  
Buggies-n-Blues, Chairman

Del Wetsch

**Del Wetsch**

Mandan Progress Organization, Director

411 West Main Street  
Mandan, North Dakota 58554

For More Information  
701-751-2983  
[www.mandanprogress.org](http://www.mandanprogress.org)



To: Mandan City Commission  
Fr: Mandan Rodeo Days Committees  
Re: Street Closing and Parking Lot requests

The Mandan Rodeo Days Committee consisting of Art in the Park, Parade and Rodeo would like to request the assistance of the city commission for the following street closures' held in conjunction with the Mandan Rodeo Days celebration.

- Closing 300 and 400 blocks of West Main Street on Wednesday July 2<sup>nd</sup> at 6:30 am to Friday July 4<sup>th</sup> at 8:00 pm. Security guards will open the streets at 10:00 p.m. Wednesday night and 12:00 p.m. Thursday night. Streets remain closed during the Art and the Park Festival hours on Thursday, July 3<sup>rd</sup> from 6:00 a.m. to 12:00 p.m. and on Friday July 4<sup>th</sup> from 6:00 a.m. to 8:00 pm.
- Stop sign placement at the corners of 300 and 400 blocks of 1<sup>st</sup> St. N.W. from July 2 thru July 4<sup>th</sup>.
- No parking on Main Street from 1:00 am Friday, July 4<sup>th</sup> until the completion of the July 4<sup>th</sup> parade. The Street Festival begins on July 4<sup>th</sup> at 8:00 am. followed by the classic car parade at 10:30 a.m. followed by the July 4<sup>th</sup> parade at 10:45 a.m. Parade will leave Dacotah Centennial Park at 10:30 am.
- Close off Main Street from 10th Ave. N.W. to Mandan Ave. on East Main for the Annual Rodeo Days 5 K Walk and Run. Starts at Mandan Depot. Registration begins at 6:30 am. Keep 300 block Main West closed for registration. Race begins at 8:00 a.m.
- Secure city parking lots on West side of Papa Murphy's for Rodeo Days events.
- Assistance at closing and coning off Main Street 300 and 400 blocks on the morning of July 2nd for Art in the Park setup at 6:30 a.m. Barrels and cones from the Police Dept.
- Delivery of 2 detour signs and an east and west merging traffic signs-- 9 no parking signs and a street closed sign for 3<sup>rd</sup> Ave. located at alley intersection-- 8 barricades, and 2 stop signs at 300 and 400 corners of 1<sup>st</sup> St. Will work out delivery instruction with Mandan Police Dept. and City of Mandan Shop director Jeff Wright

MAKING A DIFFERENCE!



411 West Main Street  
Mandan, North Dakota 58554

For More Information  
701-751-2983  
[www.mandanprogress.org](http://www.mandanprogress.org)



On behalf of the Mandan Rodeo Days committees, which include Art in the Park and Parade committees we would like to thank the city of Mandan and all Department heads for all their help and assistance in bringing this great event to the community. It is greatly appreciated .

Sincerely,  
Del Wetsch  
Executive Director  
Mandan Progress Organization

Bruce Shirado  
Chairman  
Mandan Rodeo

Scott Volkert  
President  
Art in the Park Committee

Dennis Freisz  
Marlo Anderson  
Parade Chairmen

MAKING A DIFFERENCE!



**Del Wetsch**

---

**From:** Matt Schanadore [xavis2245@gmail.com]  
**Sent:** Friday, May 02, 2014 7:57 AM  
**To:** Del Wetsch  
**Subject:** Road Race details

Hey Del

Here are the details for the 4th of July Road Race

I would like the street in front of the Mandan Depot for one block in both directions closed by 5:30am on the morning of the 4th. Main Street will need to be closed by 8:00am when the race starts.

West end of Main Street will be the first turn around and water station, the runners will not enter the intersection on the west end

At the underpass intersection at 6 ave SE and Main, we will need law enforcement directing traffic, and holding traffic while runners pass during the race. A water station will be set up near this intersection.

The east end right in front of Burger King will be the second turn around point, and water station. Again runner will not enter the intersection of Mandan ave, and main.

Numbers estimate around 600 runners, we should clear of Main Street, by 10:00am

Sent from my iPad=

411 West Main Street  
Mandan, North Dakota 58554

For More Information  
701-751-2983  
[www.mandanprogress.org](http://www.mandanprogress.org)



To: Mandan City Commission  
Fr: Mandan Progress Organization  
Re: Street Closing for "Grill Fest"

The Wild West Grill Fest Committee would like to request the assistance of the City commission for the following street closures' held in conjunction with the Wild West Grill Fest.

\*Closing the 400 block of West Main Street on Saturday, August 16<sup>th</sup> from 11:00 a.m. To 6:00 p.m. for covered wagon rides, pony rides, and train rides.

\*Stop sign placement at the corners of 300 and 400 blocks of 1<sup>st</sup> St. NW for the same hours

\*City shop to deliver merging left and merging right traffic signs and detour signs for 400 block of West Main and delivery of the 2 stop signs on the 300 and 400 block corners by Thursday August 14<sup>th</sup>

\*Mandan Police Dept. to provide barrels and cones and assist with the blocking of the 400 block NW on Main St. by 11:00 a.m. on August 16<sup>th</sup>.

On behalf of the Mandan Progress Organization and Wild West Grill Fest Committee we wish to thank everyone for there hard work and assistance in helping put on these events in the community. It is greatly appreciated.

Sincerely,

Del Wetsch  
Mandan Progress Organization  
411 West Main St.  
Mandan, ND 58554  
220-2959  
751-2983

MAKING A DIFFERENCE!



411 West Main Street  
Mandan, North Dakota 58554

For More Information  
701-751-2983  
[www.mandanprogress.org](http://www.mandanprogress.org)



To: Mandan City Commission  
Fr: Mandan Progress Organization  
Re: Street Closing for "OktoberFest"

The Oktoberfest Committee would like to request the assistance of the City commission for the following street closures' held in conjunction with the 2<sup>nd</sup> annual Oktoberfest in Mandan.

- \*Closing the 400 block of West Main Street on Saturday, September 27th from 7:00 a.m. to 6:00 p.m. for a Farmers Market
- \*Stop sign placement at the corners of 300 and 400 blocks of 1<sup>st</sup> St. NW for the same hours
- \*City shop to deliver merging left and merging right traffic signs and detour signs for 400 block of West Main and delivery of the 2 stop signs on the 300 and 400 block corners by Thursday, September 25<sup>th</sup>
- \*Mandan Police Dept. to provide barrels and cones and assist with the blocking of the 400 block NW on Main St. by 7:00 a.m. on September 27<sup>th</sup>.

On behalf of the Mandan Progress Organization and Oktoberfest Committee we wish to thank everyone for there hard work and assistance in helping put on these events in the community. It is greatly appreciated.

Sincerely,

Del Wetsch  
Mandan Progress Organization  
411 West Main St.  
Mandan, ND 58554  
220-2959  
751-2983

MAKING A DIFFERENCE!



# City of Mandan

1. Type of license being applied for:

Street Dance X  
Beer Gardens: X  
Both: X

2. Applicant:

Name: Luan Bump Jr OBA Selma Valley Dan  
Address: 200 E. 1st Mandan

Date of Birth: \_\_\_\_\_  
Social Security or Driver's License: \_\_\_\_\_

3. Name of individual or individuals who will manage or conduct the event:

Name: Luan Bump Jr Name: \_\_\_\_\_  
Address: PO Box 53 Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
S.S. or D.L.: \_\_\_\_\_ S.S. or D.L.: \_\_\_\_\_

4. Have any of the individuals listed in answer to questions #2 or #3 ever had a license of any kind revoked or cancelled by any municipal, state or federal authority?  
\_\_\_\_\_ Yes X No. If yes, explain in detail on a separate sheet giving the date, place and type of business.

5. Have any of the individuals listed in answer to questions #2 or #3 ever been convicted of any crime relating to the sale of alcoholic beverages or controlled substances:  
\_\_\_\_\_ Yes X No. If yes, explain in detail on a separate sheet giving the date, place and type of business.

6. If you should be applying for a public dance or concert permit has any of the individuals in answer to questions #2 or #3 been convicted within the past five years of any crime against persons, including assault, disorderly conduct, sexual assault, rape and murder.  
\_\_\_\_\_ Yes X No. If yes, explain on a separate sheet.

7. List the place, date and hours of the proposed event (special not, all applications must be received 30 days in advance of the proposed event).

June 6 8pm till 1AM  
June 7 8pm till 1AM

8. Site Plan: See attached sheets.

- a. Beer Gardens
- b. Street Dance

9. Please provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated at the site and also an estimate of the number of persons expected to attend:

Maximum Capacity: 500  
Expected Attendance: 400

10. Is there going to be advance ticket sales? Yes \_\_\_\_\_ No X

If yes, please list the maximum amount to be sold: \_\_\_\_\_

11. What plans are there to limit attendance if there are no advance ticket sales? \_\_\_\_\_  
PRIVATE SECURITY

12. Please list the number and provide an on-the-site plan for the placement of sanitary toilet facilities.

Number of toilet facilities: 5 outside 4 inside

13. Has the City Health Officer reviewed your plan to determine if your proposed toilet facilities are adequate to meet the attendance?

Yes \_\_\_\_\_ No X

14. Fencing and Barricades should be supplied on the site plan.

15. List below a description of the signing which is proposed to control pedestrian and vehicular traffic, parking and notices to the persons in attendance. \_\_\_\_\_

I HAVE MY OWN

16. Security: Do you intend to use private security or city police officers.

Private X City Police \_\_\_\_\_

17. List the number of security people you plan on using. Street dances provide for the use of police officers:

Private 4 City Police \_\_\_\_\_

18. Street Dances and Concerts: have you enclosed fees for the charges for city police officers? List the amount: 40.00

[Signature]  
Signature of Applicant

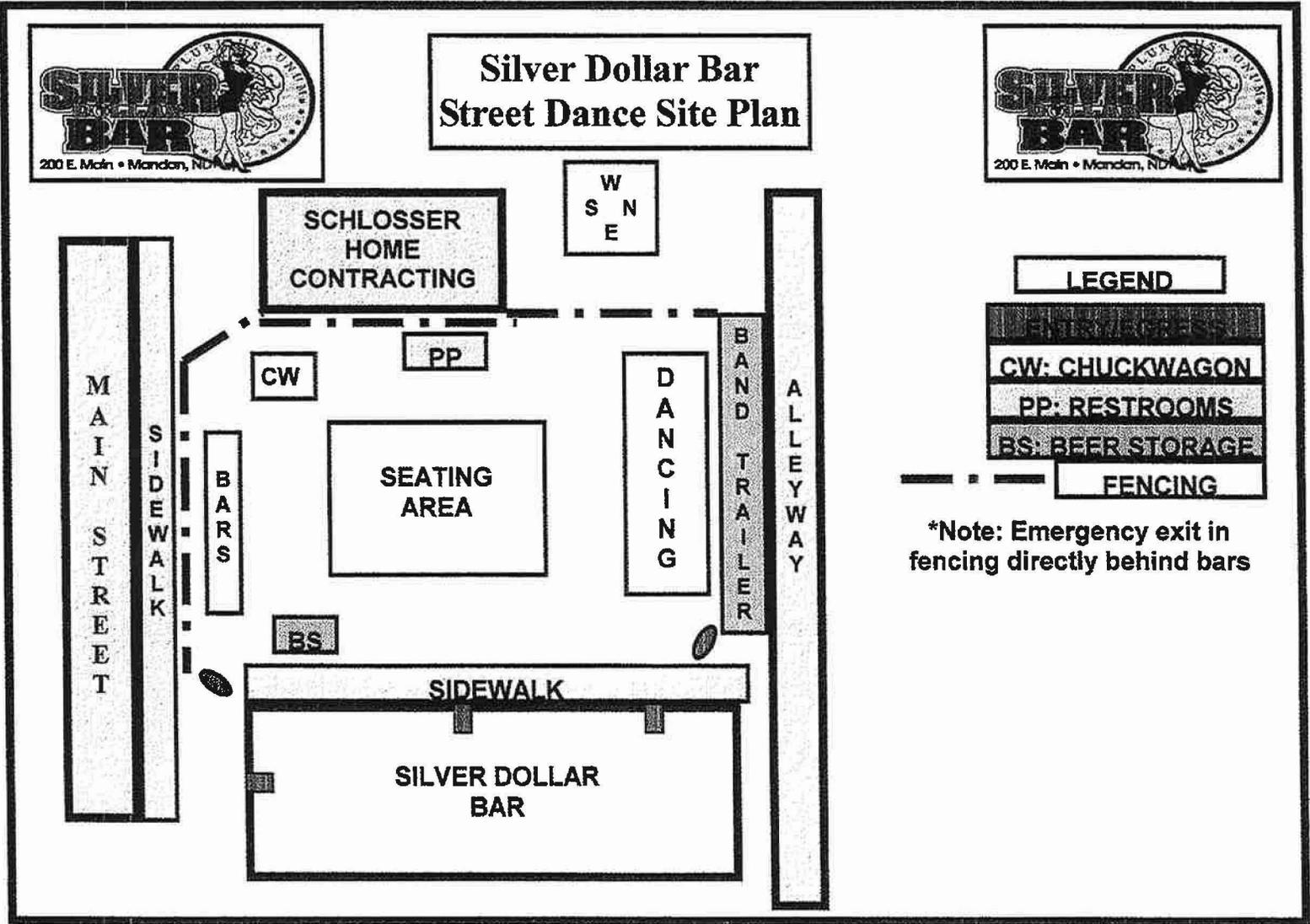
4-28-14  
Date

\_\_\_\_\_  
Telephone Number

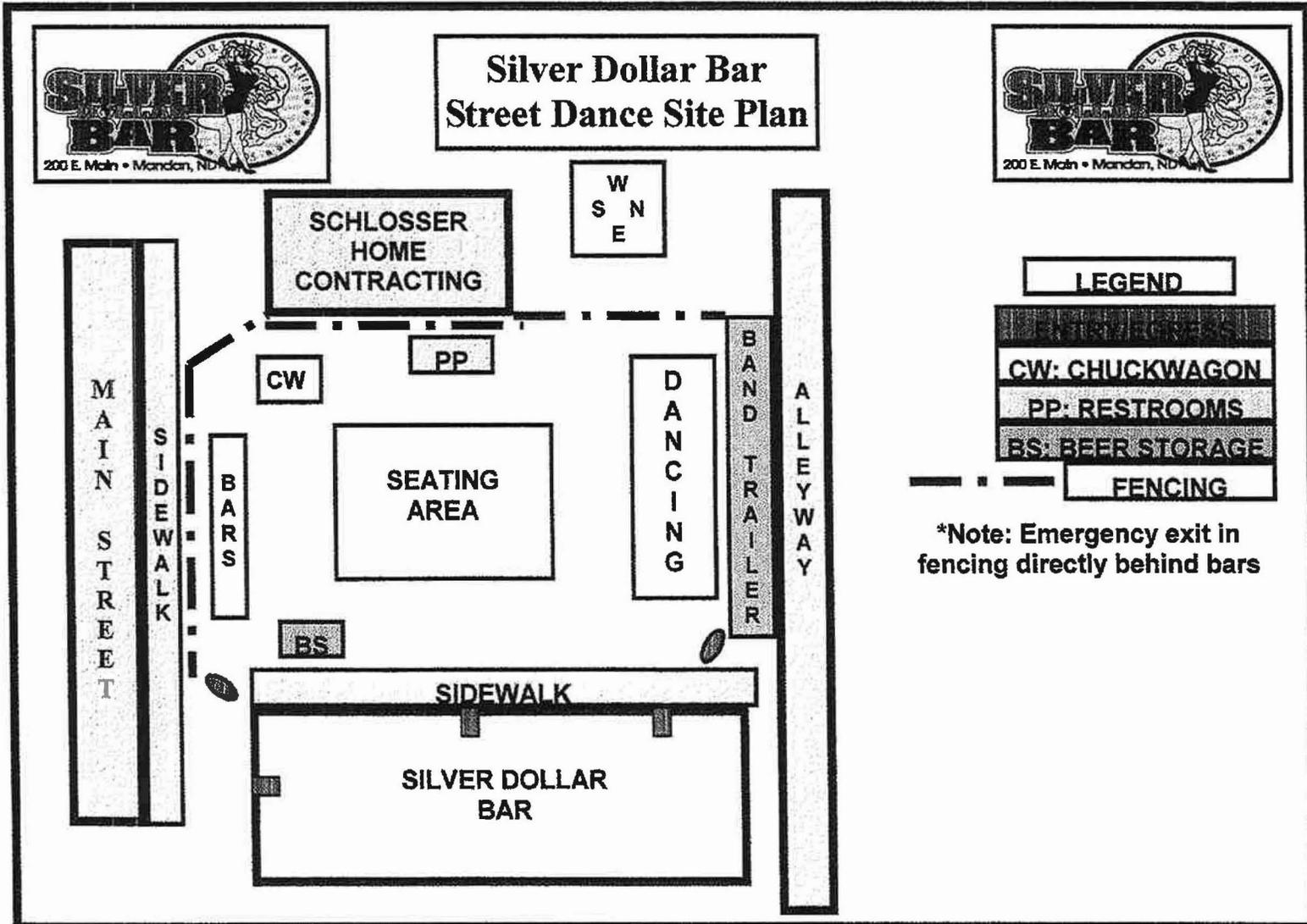
**B. Site Plan for Street Dance Application**

Please provide a site plan which details the exact placement of the stage, lighting and other electrical equipment, audience seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer who shall submit his recommendations to the board of City Commissioners.

A



B



# City of Mandan

1. Type of license being applied for:

Street Dance \_\_\_\_\_

Beer Gardens: \_\_\_\_\_

Both: X \_\_\_\_\_

2. Applicant:

Name: Steven Berg Jr OBA Selma Oella Ban

Address: 200 EAST MAIN

Date of Birth: \_\_\_\_\_

Social Security or Driver's License: \_\_\_\_\_

3. Name of individual or individuals who will manage or conduct the event:

Name: Steven Berg Jr

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

Address: PO BOX 53

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

Date of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

S.S. or D.L.: \_\_\_\_\_

S.S. or D.L.: \_\_\_\_\_

4. Have any of the individuals listed in answer to questions #2 or #3 ever had a license of any kind revoked or cancelled by any municipal, state or federal authority?

\_\_\_\_\_ Yes X No. If yes, explain in detail on a separate sheet giving the date, place and type of business.

5. Have any of the individuals listed in answer to questions #2 or #3 ever been convicted of any crime relating to the sale of alcoholic beverages or controlled substances:

\_\_\_\_\_ Yes X No. If yes, explain in detail on a separate sheet giving the date, place and type of business.

6. If you should be applying for a public dance or concert permit has any of the individuals in answer to questions #2 or #3 been convicted within the past five years of any crime against persons, including assault, disorderly conduct, sexual assault, rape and murder.

\_\_\_\_\_ Yes X No. If yes, explain on a separate sheet.

7. List the place, date and hours of the proposed event (special not, all applications must be received 30 days in advance of the proposed event).

JULY 3 8pm till 1Am  
JULY 4 8pm till 1Am

8. Site Plan: See attached sheets.

a. Beer Gardens

b. Street Dance

9. Please provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated at the site and also an estimate of the number of persons expected to attend:

Maximum Capacity: 500  
Expected Attendance: 400

10. Is there going to be advance ticket sales? Yes \_\_\_\_\_ No X

If yes, please list the maximum amount to be sold: \_\_\_\_\_

11. What plans are there to limit attendance if there are no advance ticket sales? \_\_\_\_\_

PRIVATE SECURITY

12. Please list the number and provide an on-the-site plan for the placement of sanitary toilet facilities.

Number of toilet facilities: 5 OUTSIDE 4 INSIDE

13. Has the City Health Officer reviewed your plan to determine if your proposed toilet facilities are adequate to meet the attendance?

Yes \_\_\_\_\_ No X

14. Fencing and Barricades should be supplied on the site plan.

15. List below a description of the signing which is proposed to control pedestrian and vehicular traffic, parking and notices to the persons in attendance. \_\_\_\_\_

I HAVE MY OWN

16. Security: Do you intend to use private security or city police officers.

Private X City Police \_\_\_\_\_

17. List the number of security people you plan on using. Street dances provide for the use of police officers:

Private 4 City Police \_\_\_\_\_

18. Street Dances and Concerts: have you enclosed fees for the charges for city police officers? List the amount: 40.00

Laura Bugh J  
Signature of Applicant

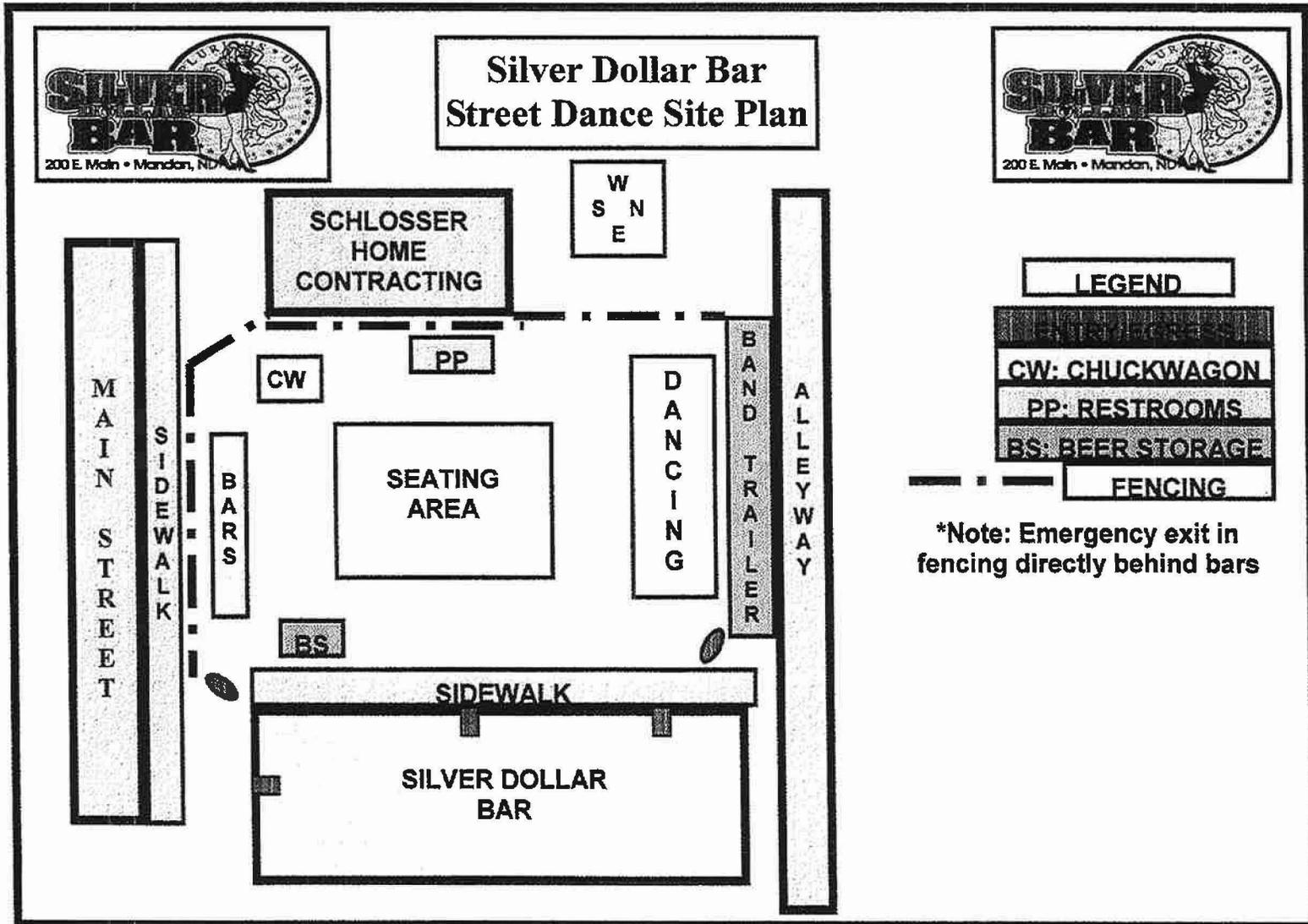
4-22-14  
Date

\_\_\_\_\_  
Telephone Number

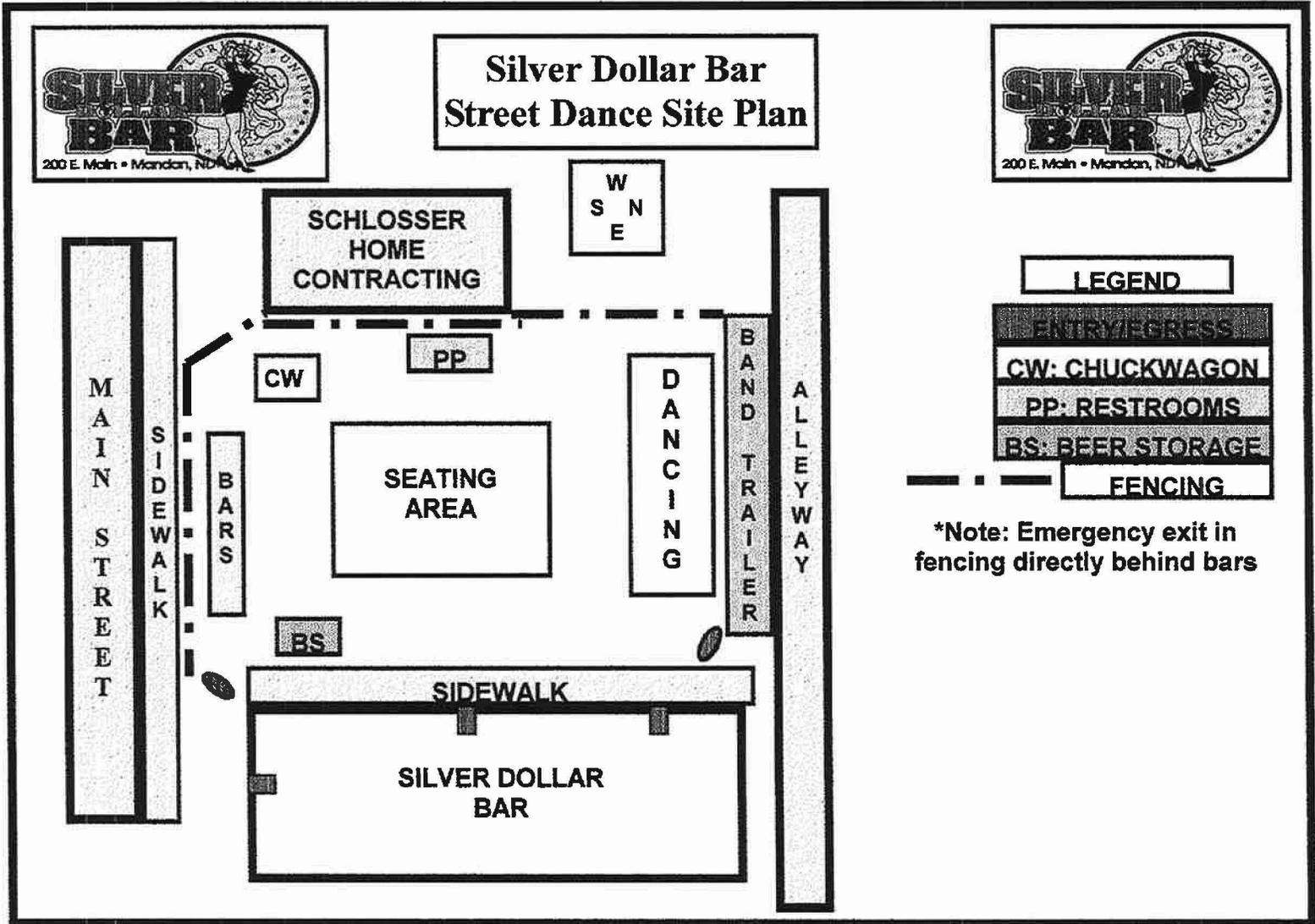
**B. Site Plan for Street Dance Application**

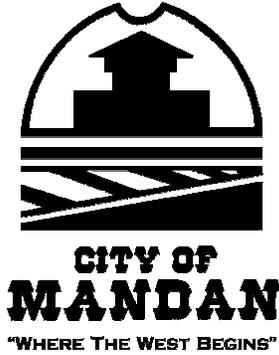
Please provide a site plan which details the exact placement of the stage, lighting and other electrical equipment, audience seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer who shall submit his recommendations to the board of City Commissioners.

A



B





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 16, 2014  
**SUBMITTING DEPARTMENT:** Planning and Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Safe Routes to School Sidewalk Project Award of Contract to Low Bidder

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**STATEMENT/PURPOSE:** To award contract to low bidder for the Safe Routes to School sidewalk project along the east property line of the new Red Trail Elementary School.

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

The attached letter is an authorization letter received by the NDDOT to award the contract to the low bidder, Concrete Services, LLC of Bismarck, ND. The City of Mandan is simply a sponsoring agency for this project and as such has no cost share participation requirements.

**ATTACHMENTS:** 1) NDDOT Authorization to Award Contract Letter

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

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** Award SRTS Sidewalk Project to low bidder, Concrete Services, LLC.

**SUGGESTED MOTION:** I move to award SRTS Sidewalk Project to low bidder, Concrete Services, LLC.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Safe Routes to School Sidewalk Project Award of Contract to Low Bidder

Page 2 of 2

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## North Dakota Department of Transportation

Grant Levi, P.E.  
Director

Jack Dalrymple  
Governor

*JUSTIN*

May 2, 2014

Mr. James Neubauer  
City Administrator  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554

SRTS PROJECT: SRU-1-988(036)047, PCN 20348 – MANDAN FROM 37<sup>TH</sup> AVE NW TO 48<sup>TH</sup> ST NW

Bids for the construction on the above noted project were taken at our bid opening of April 11, 2014. The low bid for Concrete Sidewalks, Storm Drain, Flashing Beacon, Signing, Marking, & Incidentals was submitted by Concrete Services, LLC of Bismarck, ND in the amount of \$101,607.77. According to the agreement with the City of Mandan, the City's share is estimated to be \$0. Federal Funds obligated for this project shall not exceed 100 percent of the total eligible project cost up to a maximum of \$184,800. The balance of the project cost is the obligation of the City.

The city is hereby authorized to award the contract for this project to the low bidder. If awarded, it is the city's responsibility to execute the contract and provide copies of the contract, contract bond, Certificate of Liability Insurance and the **original** Fuel Cost Adjustment Affidavit (enclosed) to the Department of Transportation within 30 days of this letter. Upon receipt of these documents, the NDDOT will distribute copies of the bidder's proposal.

Questions should be addressed to the Construction Services Division at (701)328-2566.

*Cal J. Gendreau*  
For CAL J. GENDREAU, P.E. - CONSTRUCTION SERVICES ENGINEER

80/cjg/lp  
Enclosure



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

Consent No. 5

Type: <input checked="" type="checkbox"/> Local Permit <input type="checkbox"/> Charity Local Permit		Permit Number 2014-31	
Name of Organization 164th Infantry Association Of U.s.		Date(s) Authorized (Read instruction 2)	
Contact Person Bennet J Kemp	Business Phone Number (701) 400-6136	9/19/2014 to 9/21/2014 Beginning Ending	
Mailing Address P.o. Box 1111	City Bismarck	State ND	Zip Code 58502-0000
Site Name Seven Seas Hotel	Site Address 2611 Old Red Trail		
City Mandan	State ND	ZIP Code 58554-0000	County Morton
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*			
Restriction:			
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor and Office of Attorney General within 30 days of the event.			
Date 5/8/2014	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor <i>Jay Gruebele</i>	Printed Name of City or County Auditor Jay Gruebele	Auditor Telephone Number (701) 667-3250

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

cut along this line

**INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:**

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



14-31  
**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (9-2009)

*Rac*  
*5/7/14*

Application for:  Local Permit \*  Charity Local Permit (one event per year)

Name of Non-profit Organization 164th Infantry Association of U.S.		Date(s) of Activity 19Sep14 to 21Sep14	
Person Responsible for the Gaming Operation and the Disbursement of Net Income BENNET J. KEMP		Title Secretary	Business Phone Number 701-400-6136
Business Address PO BOX 1111	City Bismarck	State ND	Zip Code 58502
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Seven Seas Hotel		Site Address 2611 Old Red Trail	
City Mandan	State ND	Zip Code 58554	County Morton
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash/Check	3 winners of \$164.00 Each			
Total:					(Limit \$12,000 per year) \$ 492.00

Intended uses of gaming proceeds: Help pay for the cost of the 164th Reunion

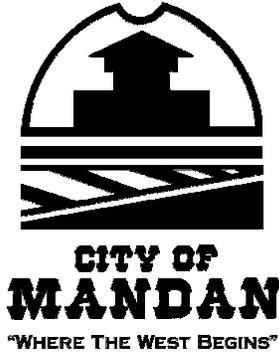
Does the organization presently have a state gaming license?  No  Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official VERN FETCH <i>Vern Fetch</i>	Date 6 May 2014	Title President	Business Phone Number 701-547-1426
--	--------------------	--------------------	---------------------------------------

*Call w/ permit #*



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 7, 2014  
**SUBMITTING DEPARTMENT:** Building Inspection Dept.  
**DEPARTMENT DIRECTOR:** Doug Lalim  
**PRESENTER:** Doug Lalim, Dept. Manager  
**SUBJECT:** Consider Attached Building Department purchase of Software Program and Hardware

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**STATEMENT/PURPOSE:** Consider attached proposal for purchasing a Building Department Software Program and Hardware to better manage the Building permitting and inspections.

**BACKGROUND/ALTERNATIVES:** N/A

**ATTACHMENTS:** - Startup costs  
- Proposal

**FISCAL IMPACT:** I would like to use 2014 Budget moneys from the Professional Fees line item that would cover the Building Dept. expense and the balance would be shared with the Assessing 2014 Budget.

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** Documents have been sent to City Attorney Brown for his review.

**RECOMMENDATION:** I recommend approval of the attached proposal for the Permit Software and hardware and to use the 2014 budget money from the Building and Assessing Depts.

**SUGGESTED MOTION:** Move to approve the Purchase of the attached Building Dept. software and hardware proposal and to use 2014 budget monies from the Building Dept. and Assessing Dept.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider Attached Building Department purchase of Software Program and Hardware.

Page 2 of 13

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**BUILDING DEPARTMENT PROGRAM FOR PERMITTING AND REPORTING**

**STARTUP COSTS FOR 2014**

One-Time start fee	\$3,985.00
2 – Program modules @ \$350.00/ea. Per month for (July-Dec.)	\$4,200.00
5 - Apple I-Pads for field inspections @ \$429.99 each	\$2,149.95
5 – I-Pad Cases @ \$100.00 per case	\$500.00
5 – Subscriptions to Verizon 4-G unlimited data plan @ \$39.99/Mo. Each	\$1,199.70
<b>TOTAL</b>	<b>\$12,034.65</b>

**The I-Pad's will be split 50% Building Dept. and 50% Assessing Dept.**

**2014 Building Dept. Budget will be \$10,109.65 and Assessing Budget will be \$1,925.00.**

The program cost for the 2015 Building Dept. Budget will be a \$1,200.00. Onetime setup fee for the 3<sup>rd</sup> added module and a monthly fee of \$350.00/mo. Times 3 modules which equals a yearly program cost of \$12,600.00 plus the Verizon fee at \$39.99/mo. per Data plan which is a yearly cost of \$2,399.40, which would be split between the Building and Assessing Dept.

**Total yearly cost for Building Dept. program and data plans are \$13,799.70/year**

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider Attached Building Department purchase of Software Program and Hardware.

Page 3 of 13



**mygov.**  
Cities Serving Citizens

P.O. Box 1192 | Ada, OK 74821 | 866.332.4558 voice | 866.332.4558 fax | www.mygov.us

### MYGOV SUBSCRIPTION PROPOSAL

Proposal Date: 5/2/14	Valid To: 11/2/14	ID #: ND-Mandan-20140502-03
-----------------------	-------------------	-----------------------------

**Proposal For:** Doug Lalim  
City of Mandan  
205 2nd Ave. NW  
Mandan, ND 58554  
(701) 667-3230  
dlalim@cityofmandan.com

**MyGov Contact:** Tim Koeshall  
Account Manager  
P.O. Box 1192  
Ada, OK 74821  
(866) 332-4558 x4  
tim@mygov.us

Monthly Subscription Fees		
✓	Permits & Inspections	\$ 350.00
✓	License & Registration	\$ 350.00
	<b>Total</b>	<b>\$ 700.00</b>

One-Time Fees		
✓	Account / Server Setup	\$ 595.00
✓	On-Site Setup 2.0-Day Pack	\$ 3,390.00
	<b>Total</b>	<b>\$ 3,985.00</b>

<sup>1</sup> Limited to 2.0 consecutive business days. Added days as part of same trip are charged in whole day increments at \$1795 per day.

#### Included / No Charge Items:

★ Unlimited Users   ★ Location Manager   ★ Online Action Center   ★ Contractor Interface

#### Ready to Start?

Please complete the items below and fax to (866) 332-4558 or email to [tim@mygov.us](mailto:tim@mygov.us). Your signature indicates you understand and agree to the terms and items stated herein, to abide by the *Terms of Service* as posted on the MyGov website, and hereby state that I am duly authorized to sign this agreement.

**My Desired Installation Date:** \_\_\_\_\_

**My Signature:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

© MYGOV.US

The above information is confidential and intended only for the person or persons requesting such information and shall not be reproduced, transmitted or distributed to any other party without the written consent of mygov.

### MYGOV SECURITY INFORMATION

(See latest version at <http://mygov.us/security-information>)

#### SSL Encryption

MyGov encrypts all sensitive information being passed over the Internet using 128/256 Bit Strong SSL Encryption and a Validation Method of High Assurance. The secure encryption and identity insurance is provided by Digicert, an independent SSL Certificate Authority.

#### Servers / OS

MyGov uses RackSpace Cloud servers running CentOS Linux (based on RedHat). Servers feature rapid scaling, redundant hardware architecture, Xen hypervisor, RAID 10 storage, reserved RAM and CPU bursting. Servers are clustered with load balancers and replication for high capacity and reliability.

#### Secure Facility

MyGov collocates all servers to Rackspace, a managed hosting company. MyGov uses their RackWatch Platinum service, which provides 24x7x365 system monitoring on their Zero-Downtime Network. RackWatch maintains premier Data Centers with exacting security protocols and redundancies.

#### Monitoring Services

MyGov servers and services are monitored 24x7x365 through a dedicated enterprise monitoring console. Additionally, Site24x7 provides third party monitoring which validates Customer uptime and provides an independent validation for the MyGov Service Level Agreement (SLA).

#### Backups

MyGov utilizes an independent off-site backup service to maintain at least seven days of backups for each Customer.

#### PCI Compliance

For online payments using credit / debit cards and eChecks, MyGov uses Century Bankcard Services which maintains PCI Compliance validated by Visa.

#### Data Ownership / Retrieval

All paying Customers utilizing the MyGov Services, as defined in the Terms of Service, retain an ownership right to their data and can request a complete copy of their Database in its native DB format. Upon request, MyGov will make the data available to the Customer within seven business days.

### MYGOV SERVICE LEVEL AGREEMENT

(See latest version at <http://mygov.us/service-agreement>)

This MyGov Service Level Agreement ("SLA") is a policy governing the use of the "MyGov Services", as defined in and subject to the MyGov *Terms of Service*. This agreement is between MYGOV.US and paying Customers of MyGov Services. MyGov reserves the right to change the terms of this SLA in accordance with the *Terms of Service*.

#### Service Commitment

MyGov will use commercially reasonable efforts to make MyGov Services available with a Monthly Uptime Percentage of 99.8% for a calendar month. In the event MyGov does not meet this commitment, paying Customers will be eligible to receive a Service Credit as described below.

#### Definitions

- "Downtime" means that all of the Customers running instances have no external connectivity during a ten consecutive minute period and said Customer is unable to launch replacement instances. Downtime is measured based on the server side error rate and applies only to connectivity and not issues related to functionality or behaviors.
- "Downtown Period" means, for a MyGov Service, a period of ten consecutive minutes of Downtime. Intermittent downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month. Uptime is monitored by an independent service and daily performance and uptime stats are available to the Customer upon login into MyGov.
- "Scheduled Downtime" means those times where MyGov purposefully makes MyGov Services unavailable in order to conduct scheduled maintenance or improvements. MyGov makes all reasonable efforts to conduct scheduled maintenance during off-peak hours and to notify Customers three days in advance. Scheduled Downtime is not considered Downtime for purposes of this SLA and will not be counted towards any Downtime Periods.

#### Service Credits

If the Monthly Uptime Percentage for a paying Customer drops below the 99.8% for the Calendar Month, that Customer is eligible to receive a Service Credit equal to 10% of their subscription rate for said Calendar Month. Service Credits are only applied as a monetary credit to future invoices and are never a separate payment. This is the client's sole and exclusive remedy for any failure of the MyGov Services.

#### Credit Requests

In order to receive any of the Service Credits described above, Customer must notify MyGov within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

#### Exclusions

The MyGov SLA does not apply to third party providers, such as Google Maps, Inspections IVR and Online Payments, nor does it apply to any performance issues: (i) caused by factors outside of MyGov's reasonable control, or (ii) that result from Customer's equipment or third party equipment or both (not within the primary control of MyGov).

## MYGOV PRIVACY POLICY

(See latest version at <http://mygov.us/privacy>)

### Our Philosophy

We believe that online privacy is crucial and work hard to secure our networks, servers, datasets and websites from unauthorized access to your information. We believe that you have the right to know precisely what information is being collected about you, how that information is being used and with whom it is being shared. We respect and protect your privacy and will not willfully disclose your individually identifiable information without first receiving your permission.

### The Information We Collect

We only collect unique information about you when you specifically and knowingly provide such information. We note and save information, such as time of day, browser type, browser language and IP address. This information is used to verify our records and to provide more relevant services to our users.

### Links to Other Sites

We may provide links to other sites that are developed by people over whom MYGOV exercises no control. Since we do not control their sites or their Privacy Policies, we are not obligated or liable if they collect or release personal information about you that you wanted secure. These other sites may have their own privacy policies. Please read their policies to see how your privacy is protected on these other websites.

### Sharing Information

We may share information about you with advertisers, business partners, sponsors and other third parties. However, we only divulge aggregate information about our users and will not share personally identifiable information with any third party without your express consent. Please be aware, however, that we will release specific personal information about you if required to do so in order to comply with any valid legal process such as a search warrant, subpoena, statute or court order.

### Your Consent and Changes

By using MYGOV Services, you consent to the collection and use of your information as we have outlined in this policy. By using MYGOV Services, you are also obligated and consent to our Terms of Service. We may decide to change this Privacy Policy from time to time. When we do, we will post those changes on this page so that you are always aware of the information we collect, how we use it, and under what circumstances we disclose it.

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## MYGOV TERMS OF SERVICE

(See latest version at <http://mygov.us/terms>)

### Using website binds you to these terms

Please read the Terms of Service below. These Terms of Service, including any amendments that we may post from time to time, state the terms and conditions under which MYGOV provides you with various services on its website. All services are collectively referred to as "MYGOV Services". By accessing, browsing and/or using our website, you are deemed to accept the Terms of Service and agree to be bound by this agreement with respect to the use of the website. If you do not wish to be bound by this agreement, please do not access, browse or use our website.

### Ownership of our website

The MYGOV.US website is owned and operated by MYGOV, LLC. All right, title and interest to the content displayed on our site, including and not limited to, the site's look and feel, data, information, text, graphics, images, sound and/or video materials, designs, trademarks, service marks, trade names and URL's, are the property of MYGOV, LLC. Agency and government agency subscribers always retain the right to receive a digital copy of their data, but not proprietary data, upon request to MYGOV.

### Changes to this agreement

MYGOV may make changes to this agreement from time to time in its sole discretion. Each time changes are made to this agreement, a revised agreement will be posted on the MYGOV website. Your continued use of our site following the posting of changes constitutes your acceptance of any such changes.

### Protection of our intellectual property rights

The content of our website is intended for the personal, noncommercial use of our users. All materials published on our website, including without limitation, content in the form of text, graphics, software, music, sound, photographs and videos, are protected by copyright, trademarks, service marks, patents or other proprietary rights and laws, and owned and controlled by MYGOV. Except as expressly authorized by MYGOV, you agree not to copy, modify, rent, lease, loan, sell, assign, distribute, perform, display, license, reverse engineer or create derivative works based on the site or any content available through the site.

### Your license to access content on our site

You are hereby granted a personal, nonexclusive, nontransferable, revocable, limited license to view, reproduce, copy, print, cache, store and distribute content retrieved from our site via a generally available consumer web browser, provided that you do not (and do not allow anyone else to) copy, modify, create derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the MYGOV Services or remove or obscure the copyright notice or other notices displayed on the content. You may not reproduce, print, cache, store or distribute content retrieved from the site in any way for any commercial use without the prior written permission of MYGOV.

You agree not to modify the MYGOV Services in any manner or form or to use modified versions of the MYGOV Services, including (without limitation) for the purpose of obtaining unauthorized access to the MYGOV Services or portions of the Services. You agree not to access the MYGOV Services by any means other than through the interface that is provided you by MYGOV for use in accessing the MYGOV

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© MYGOV.US

The above information is confidential and intended only for the person or persons requesting such information and shall not be reproduced, transmitted or distributed to any other party without the written consent of mygov.

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Services. Except as expressly provided in this agreement, nothing contained in this agreement or on the site shall be construed as conferring any other license or right, expressly, by implication, by estoppel or otherwise, with respect to any of MYGOV's content. Any rights not expressly granted herein are reserved.

**Posting material on our site**

Our website allows users to post or upload information, data, text, photographs, graphics, messages and/or other content (collectively referred to as "Postings"). You acknowledge and agree that postings and any and all liability arising from postings are the sole responsibility of the user who posted the content ("Poster") and not MYGOV. MYGOV does not control the postings and does not guarantee the accuracy, integrity or quality of any posting. You understand that by using the MYGOV Services, you may be exposed to postings that are offensive, indecent or objectionable. Under no circumstances will MYGOV be liable in any way for or from any postings, including and not limited to, posting errors, omissions or misrepresentations, or for any loss or damage of any kind incurred as a result of the use of or arising from any posting. If you do choose to post content on our website, please do not do so unless you understand that your postings will be available publicly. You should not assume that you are anonymous online and cannot be identified by your postings. You agree that all of your postings will comply with the requirements of this agreement. You agree not to use our site to:

1. Post any posting that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable,
2. Harm or threaten to harm users in any way,
3. Stalk or otherwise harass any other person or entity,
4. Impersonate any person or entity, including an MYGOV agent, enthusiast or moderator, or falsely state or otherwise misrepresent your affiliation with a person or entity,
5. Post any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other solicitation except in areas that are expressly designated by MYGOV for such purposes,
6. Disseminate or transmit any content that infringes or violates any party's copyright, trademark, trade secret, patent or other proprietary right, including and not limited to, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, or using or distributing third party information (whether or not protected as a trade secret) in violation of a duty of confidentiality,
7. Disseminate or transmit any worms, viruses or other harmful, disruptive or destructive files, code or programs,
8. Violate any law (whether local, state, national or international), whether or not intentionally,
9. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any posting,
10. Post any content that you do not have a right to under any law or under contractual or fiduciary relationship (which includes inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements),

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ND-Mandan-20140502-03

MyGov Proposal - 7

11. Interfere with or disrupt the MYGOV Services, our site, servers or networks connected to our site, or disobey any requirements, procedures, policies or regulations of networks connected to the site,
12. Engage in any activities that would violate the personal privacy rights of others, including and not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law, or
13. Post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You acknowledge that MYGOV does not pre-screen postings, but that MYGOV has the right, but not the obligation, to refuse to make available, to modify or to remove any postings or portions of postings in its sole discretion and at any time without notice to the poster, regardless of whether or not those postings violate the terms of this agreement or are otherwise objectionable. You agree that your use of any postings is at your own risk, including any reliance on the accuracy, completeness or usefulness of the posting. You agree that if you rely on any posting submitted to MYGOV, it is solely at your own risk. If you choose to provide any posting on our site, you agree that MYGOV may copy, distribute, display, publish, modify or translate such postings for any purpose and in any medium worldwide, including incorporating the postings into any MYGOV property, product or service, without any obligation to compensate you or any other third party in any way for any such use. MYGOV may grant other parties these same rights as to the postings.

### Registration

The MYGOV site requires users to register to obtain MYGOV Services. All registrations are subject to permission from MYGOV. Users registering to work in a particular agency or government agency are subject to permission from that agency. By registering for these services, you agree to: (1) provide true, accurate, current and complete information about yourself as requested by MYGOV or on the MYGOV website, and (2) maintain and update the registration information to keep it true, accurate, current and complete. In addition to other grounds for suspension or termination of your use of the MYGOV Services, if you provide any information that is untrue, inaccurate, not current or incomplete, or if MYGOV has reasonable grounds to suspect that the information you provide is untrue, inaccurate, not current or incomplete, MYGOV has the right to suspend or terminate your access and refuse you any and all use of the site. Agencies or government agencies also have the right to suspend or terminate your access to their agency. Agencies may terminate their accounts at any time subject to their contracts with MYGOV. Users registered through an agency cannot terminate their accounts. Upon request, agencies with terminated accounts will receive a digital copy of their data, but not proprietary data. Other terminated accounts have no rights of access or rights to any data or information left on the system. Termination of an account does not in any way negate the registrant from fiscal or other obligations they created by being a registrant or by using the site.

### Passwords and security

Access to MYGOV Services requires you to choose a user name and password. If you do so, you are responsible for maintaining the confidentiality of your password and account and for logging out of your account at the end of each session. In selecting a user name, you agree that you will not: (1) select or use a screen name of another person with the intent to impersonate that person, (2) use a name subject to the rights of any person without their authorization, or (3) use a screen name that is offensive to people of ordinary sensitivities, illegal or infringing. You are fully responsible for all activities that occur under your

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The above information is confidential and intended only for the person or persons requesting such information and shall not be reproduced, transmitted or distributed to any other party without the written consent of mygov.

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password or account. You agree: (1) to notify MYGOV immediately of any unauthorized use of your password or account or any other breach of security, and (2) to ensure that you exit from your account at the end of each session. MYGOV cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

#### **Links to other websites**

MYGOV Services may include links to other World Wide Web sites or resources. Because MYGOV has no control over such sites and resources, you acknowledge and agree that MYGOV is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that MYGOV shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource. Finally, you acknowledge that such external sites usually have their own terms and conditions, including privacy policies, over which MYGOV has no control and which will govern your rights and obligations with respect to the use of those websites.

#### **Your contact with other users**

Your dealings with other users, including and not limited to, government agency users, contractors, architects, engineers and any other user, advertiser or third party vendor found on or through the MYGOV Services, including your participation in promotions, the purchase of goods and services, any terms, conditions, warranties or representations associated with such activities, and/or any refunds or financial disputes or disparities associated or resulting from such activities, are solely between you and the other user or users. MYGOV does not make any representations or warranties with respect to any goods or websites that may be obtained from other users, and you agree that MYGOV will have no liability for any loss or damage of any kind incurred as a result of any activities you undertake in connection with the use of or reliance on any content, goods, services, information or other materials available, or through other users on our site. You acknowledge that such external sites usually have their own terms and conditions, including privacy policies, over which MYGOV has no control and which will govern your rights and obligations with respect to the use of those websites.

#### **Compliance with laws**

You agree to comply with all applicable laws regarding your use of our website, including without limitation, all applicable laws (as well as associated licenses and approvals) covering your particular work or trade, the work or trade you are legally allowed to do and/or will do. You agree to comply with all applicable laws regarding your use of our website, including without limitation, all applicable laws (as well as associated licenses and approvals) regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **Modifications to MyGov services**

MYGOV reserves the right at any time and from time to time to modify, suspend, discontinue or terminate the MYGOV Services (or any part thereof) with or without notice. You agree that MYGOV will not be liable to you or to any third party for any modification, suspension, discontinuation or termination of the MYGOV Services.

#### **Terms on monthly access plans**

Service is subject to approval. Use of this website obligates you to pay MYGOV according to its latest plan rates. MYGOV reserves the right to change prices annually, with an effective date of January 1st.

MyGov will communicate any rate change one year prior to the effective date of the rate change. Continued use of the service after the effective date of a price increase will constitute acknowledgement and acceptance of the revised prices or charges. For current rates contact MYGOV.

#### **Termination of your access to MyGov services**

You agree that MYGOV, in its sole discretion, may terminate your access to the MYGOV Services, and/or remove, discard or modify any postings or content within the service, for any reason, including without limitation, for lack of use or if MYGOV believes that you have violated or acted inconsistently with the letter or spirit of this agreement. You agree that any termination of your access to the MYGOV Services may be effected without prior notice, and acknowledge and agree that MYGOV may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the MYGOV Services. Before deletion, agency and government agency subscribers have the right to receive a digital copy of their data, but not proprietary data. Further, you agree that MYGOV shall not be liable to you or any third party for the discontinuation or termination of your access to the MYGOV Services, even if advised of a claim for damages.

#### **Information disclaimer and disclaimer of warranties**

By using MYGOV Services you understand and agree that:

1. MYGOV Services are provided for informational purposes only. No content on our site is intended to constitute professional or regulatory advice from MYGOV. MYGOV is not responsible or liable for any consequences relating directly or indirectly to any action or inaction you take based on the information, services or material on our site.
2. Your use of the MYGOV Services is at your sole risk. The MYGOV Services are provided on an "As Is" and "As Available" basis. MYGOV expressly disclaims all warranties of any kind, whether expressed or implied, including and not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
3. MYGOV makes no warranty that MYGOV Services will meet your requirements, that the MYGOV Services will be uninterrupted, secure, current or error-free, that the results that may be obtained from the use of the MYGOV Service will be accurate, timely, useful or reliable or that the quality of any postings, products, services, information or other material obtained by you through MYGOV Services will meet your needs.
4. Any material obtained through the use of MYGOV Services is done at your own discretion and risk, and you will be solely responsible for any damage to computer systems or for loss of data that results from the download or use of any such material.
5. No advice or information, whether oral or written, obtained by you from our site or through or from the MYGOV Services shall create any warranty not expressly stated in their terms.

#### **Limitation of liability**

You understand and agree that MYGOV is not liable for any indirect, incidental, special, consequential, exemplary or punitive damages, including and not limited to, any loss of use, loss of profits, loss of data, loss of goodwill, cost of procurement of substitute services, or any other indirect, incidental, special, consequential, exemplary or punitive damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability) or otherwise resulting from: (1) the use of or the inability to use MYGOV Services, (2) the cost of procurement of substitute services, goods and/

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or websites, (3) unauthorized access to or alteration of your transmissions or data, (4) the statements or conduct of any third party on our site, (5) reliance on content or postings on our site, or (6) any other matter relating to our site or MYGOV Services. These limitations will apply whether or not MYGOV has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

#### **Indemnification of MyGov**

You agree to indemnify and hold MYGOV, its subsidiaries and affiliates, and their officers, directors, employees and agents harmless from and against any and all liability, losses, claims, demands, disputes, damages or costs of any kind, including without limitation, reasonable attorney's fees and costs of litigation, resulting from or in any way connected with: (1) postings or other content you submit or that are submitted from your account, (2) your use of or reliance on MYGOV Services, (3) your connection to our site, (4) your violation of this agreement, and (5) your violation of any rights of another party.

#### **Trademark notices**

MYGOV, MYGOV.US, Where Cities Come Together To Serve Citizens, Cities Serving Citizens and all related logos and other products, marks and logos are protected trademarks and service marks of MYGOV, LLC. You agree not to display or use these marks in any manner without MYGOV's prior written permission.

#### **Copyrights**

The content of our website is intended for the personal, noncommercial use of our users. All materials published on our website, including without limitation, content in the form of text, graphics, software, music, sound, photographs and videos, are protected by copyright, trademarks, service marks, patents or other proprietary rights and laws are owned and controlled by MYGOV. Except as expressly authorized by MYGOV, you agree not to copy, modify, rent, lease, loan, sell, assign, distribute, perform, display, license, reverse engineer or create derivative works based on the site or any content available through the site.

#### **No other agreements between us**

With the exception of our Privacy Policy and individual contracts, this agreement constitutes the entire agreement between you and MYGOV for governing the use of our website and supersedes any prior agreements between you and MYGOV for that purpose, including any membership agreements or other similar agreements applying to our site or MYGOV Services.

#### **Law applicable to interpretations and disputes**

This agreement and the relationship between you and MYGOV are governed by the laws of the State of Oklahoma without regard to its conflict of law provisions. You and MYGOV agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Pontotoc County, Oklahoma.

#### **Severability of this agreement**

If any provisions of this agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this agreement shall continue in full force and effect.

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**Limitations of actions brought against MyGov**

You agree that any claim or cause of action arising out of your use of our site or the agreement must be filed within one year after such claim or cause of action arose or it shall forever be barred, Notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by MYGOV to enforce or exercise any provision of this agreement or related right shall not constitute a waiver of that right or provision.



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Mandan Baseball Club, Inc. is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)  
chance under the license granted by the Attorney General of the State of North Dakota at the following  
location: Westside/Mulligan's the address of which is:  
501 Burlington Street SE Mandan 58554 Morton  
(Street) (City) (Zip Code) (County)  
Date(s) Authorized: Beginning 7/1/14 Ending 6/30/15  
Specific location where games will be conducted and played at the site (required): Games will be conducted  
in bar area, excluding the restrooms.

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited \_\_\_\_\_

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date

\_\_\_\_\_  
PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

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



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

License Number (Office Use Only)

Site Owner (Lessor) J & C Investments, Inc.		Site Name Westside/mulligan's		Site Phone Number (701) 663-3020
Site Address 501 Burlington Street Se		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2014 to 6/30/2015		Monthly Rent Amount
Organization (Lessee) Mandan Baseball 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 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 \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>				\$ 600.00
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		\$ 200.00
				<b>Total Monthly Rent</b> \$ 800.00

**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>[Signature]</i>	Title General Manager	Date 4/30/14
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 05-12-14

(over)

Consent No. 7ii



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

G - \_\_\_\_\_ ( \_\_\_\_\_ )  
Site License Number  
(Attorney General Use Only)

Mandan Baseball Club, Inc. is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following  
location: Captain Freddy's the address of which is:

2500 Pirates Loop Mandan 58554 Morton  
(Street) (City) (Zip Code) (County)

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

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

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited \_\_\_\_\_

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

Site Owner (Lessor) Captain Freddy's, Inc.		Site Name Captain Freddy's		Site Phone Number (701) 751-3348
Site Address 2500 Pirates Loop		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Mandan Baseball Club, Inc.		Rental Period 7/1/2014 to 6/30/2015		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>200.00</u>				\$ 200.00
5. Is Paddiewheels 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		\$ 200.00
				Total Monthly Rent \$ 400.00

**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>[Signature]</i>	Title mgr.	Date 7/23/14
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 5-12-14

(over)



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

Consent No. 7iii

G - _____ (_____) _____ Site License Number (Attorney General Use Only)
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Mandan Baseball Club, Inc. 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: Station West the address of which is: 412 W. Main Avenue Mandan 58554 Morton  
 (Full, Legal Name of Gaming Organization)  
 (Street) (City) (Zip Code) (County)  
 Date(s) Authorized: Beginning 7/1/14 Ending 6/30/15  
 Specific location where games of chance will be conducted and played at the site (required): Games will be conducted in bar and restaurant area, excluding the restrooms.

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

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List each specific game type prohibited _____ _____
---

\_\_\_\_\_  
 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**RENTAL AGREEMENT**  
 OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9413 (Rev. 06-2013)

License Number (Office Use Only)

Site Owner (Lessor) Round Up, Llc		Site Name Station West		Site Phone Number (701) 751-6010
Site Address 412 W. Main Street		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Mandan Baseball Club, Inc.		Rental Period 7/1/2014 to 6/30/2015		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input checked="" type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 250
				Total Monthly Rent \$ 250

**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.

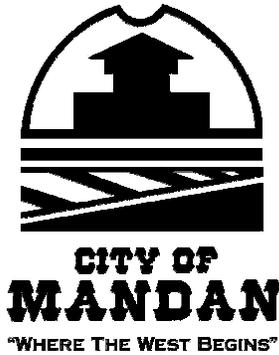
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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>[Signature]</i>	Title OWNER	Date 5-14-14
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 5-12-14

(over)



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 20, 2014  
**SUBMITTING DEPARTMENT:** Planning and Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Safe Routes to Schools Sidewalk Project Selection of Firm for Construction Engineering

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STATEMENT/PURPOSE: To hire engineering company to provide Construction Engineering Services for the Safe Routes to Schools Sidewalk Project.

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

Bids for the construction of the sidewalk came back much lower than anticipated. Under the Safe Routes to Schools grant rules, construction engineering services can be covered if within the total grant amount allocated towards the project.

A request for proposals was issued and 4 firms responded; Houston Engineering Inc.; KLJ; MFRA and Wenck Associates, Inc.. Representatives from the city and school district reviewed and scored the proposals.

Subsequent to receipt of the proposals, Justin Froseth and Robert Decker conducted phone interviews with the 4 firms. Each firm was asked the same questions and the responses were scored.

Based on the results of the scoring, KLJ was selected.

ATTACHMENTS: RFP scoring sheet and phone interview questions.

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

STAFF IMPACT: Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Safe Routes to School Sidewalk Project Selection of Firm for Construction Engineering

Page 2 of 4

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

RECOMMENDATION: Hire KLJ to provide construction engineering services for safe routes to schools sidewalk project.

SUGGESTED MOTION: I move to hire KLJ to provide construction engineering services for safe routes to schools sidewalk project.

Selection of Construction Engineering (Inspection) of Safe Routes to School Sidewalk Project

Directions = Score each criteria for each consultant on a scale of 1-10 with 1 being worst and 10 being best

Selection Criteria	Firm A		Firm B	
	Weight	Score (1-10)	Weight	Score (1-10)
<b>A. FIRMS CAPABILITY</b>				
1. Resume of key personnel	0.22 x	=	0.22 x	=
2. In house engineering expertise and/or need for outside consultants (testing, etc...)	0.22 x	=	0.22 x	=
<b>B. RECORD AND PERFORMANCE</b>				
1. List of similar projects completed within the last three years. (list owner, type of work, and construction cost)	0.17 x	=	0.17 x	=
2. Submit references of four clients and/or individuals, one shall be a financial reference.	0.17 x	=	0.17 x	=
<b>C. GENERAL INFORMATION</b>				
1. Ownership. Verify if minority owned.	0.10 x	=	0.10 x	=
2. Firms headquarters where work would be performed and from which expenses and mileage would be charged.	0.12 x	=	0.12 x	=
3. Name and phone number of the consultant's contact person.	0.00 x	=	0.00 x	=
	1.00	Total =	1.00	Total =
		Rank =		Rank =

Do the scoring totals reflect the consultant you feel would be best to do this work?

Comments:

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Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

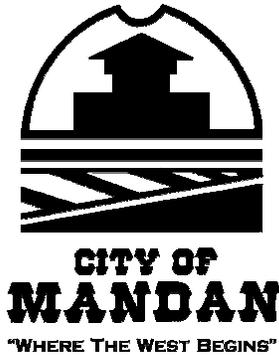
Subject: Safe Routes to School Sidewalk Project Selection of Firm for Construction Engineering

Page 4 of 4

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Phone Interview Questions

Question	Score (1-10)
1. What experience do you or the other members of your team have with NDDOT?	
2. Have you ever worked with a school district?	
3. What experience do you or the other members of your team have with building sidewalks or multi-use pedestrian paths?	
4. What experience do you or the other members of your team have with construction inspection?	
5. What experience do you or the other members of your team have with public participation or citizen input?	
Total	



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 16, 2014  
**SUBMITTING DEPARTMENT:** Planning and Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Safe Routes to School Sidewalk Project Selection of Firm for Construction Engineering

---

**STATEMENT/PURPOSE:** To hire (*determined by Tuesday*) Engineering to provide Construction Engineering Services for the Safe Routes to School Sidewalk Project

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

Bids for the construction of the sidewalk came back much lower than anticipated. Under the Safe Routes to School grant rules construction engineering services can be covered if within the total grant amount allocated towards the project.

**ATTACHMENTS:** Evaluation Report (*to come upon determination of firm selected*)

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

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** Hire \_\_\_\_\_ to provide construction engineering services for safe routes to school sidewalk project.

**SUGGESTED MOTION:** I move to hire \_\_\_\_\_ to provide construction engineering services for safe routes to school sidewalk project.



Consent No. 9i

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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Cystic Fibrosis Association of North Dakota is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following  
location: Stage Stop the address of which is:

601 6th Avenue SE Mandan 58554 Morton  
(Street) (City) (Zip Code) (County)

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

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

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date  
\_\_\_\_\_  
PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

Site Owner (Lessor) <b>Stage Stop Liquors, Inc.</b>		Site Name <b>Stage Stop</b>		Site Phone Number <b>663-7768</b>
Site Address <b>601 6th Avenue SE</b>	City <b>Mandan</b>	State <b>ND</b>	Zip Code <b>58554</b>	County <b>Morton</b>
Organization (Lessee) <b>Cystic Fibrosis Association of ND</b>		Rental Period <b>7-1-14</b> to <b>6-30-15</b>		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</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 300
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
				Total Monthly Rent \$ 475

**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 fessor 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>Ken [Signature]</i>	Title <b>MANAGER</b>	Date <b>5-9-14</b>
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title <b>President</b>	Date <b>5.9.14</b>

(over)



Consent No. 9ii

GAMING SITE AUTHORIZATION  
OFFICE OF ATTORNEY GENERAL  
SFN 17998 (02-2011)

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Cystic Fibrosis Association of North Dakota is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following  
location: Colonial Lounge the address of which is:

4631 Memorial Hwy Mandan 58554 Morton  
(Street) (City) (Zip Code) (County)

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

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

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

Site Owner (Lessor) <b>Colonial Lounge Inc.</b>		Site Name <b>Colonial Lounge</b>		Site Phone Number <b>663-0355</b>
Site Address <b>4631 Memorial Hwy</b>		City <b>Mandan</b>	State <b>ND</b>	Zip Code <b>58554</b>
Organization (Lessee) <b>Cystic Fibrosis Association of ND</b>		Rental Period <b>7-1-14 to 6-30-15</b>		County <b>Morton</b>
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 \$ _____				\$
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>				\$ 300
5. Is Paddiewheels 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				\$
				200
				Total Monthly Rent
				\$ 500

**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.

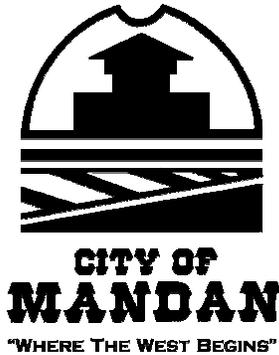
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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>Donna Beyer</i>	Title <i>owner</i>	Date <i>5-9-2014</i>
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title <b>President</b>	Date <i>5.9.14</i>

(over)



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 15, 2014  
**SUBMITTING DEPARTMENT:** Public Works Dept.  
**DEPARTMENT DIRECTOR:** Jeff Wright, Public Works Director  
**PRESENTER:** Jeff Wright, Public Works Director  
**SUBJECT:** Consider the re-classification of the Arborist position from a Grade 14 to a Grade 15.

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**STATEMENT/PURPOSE:** To consider re-classify the Arborist position from a Grade 14 to a Grade 15.

**BACKGROUND/ALTERNATIVES:** The City Forester resigned in March of 2014. Since that time we have been working on a restructure of the Forestry Department which we plan on including in a Grounds Maintenance group. We will be presenting a restructure through the 2015 budgetary process. As part of this planned restructure, we would reclassify the current City Forester position to an Arborist position to be working under a Grounds Maintenance Superintendent.

While writing the new job description we originally had the Arborist position classified as a Grade 14, comparing to an Arborist II position in Bismarck. Further investigation of the position has determined that the Arborist position would be more closely compared to the Urban Forestry Program Specialist in Bismarck who works under the City Forester and deals with the public, contractors and other City Departments answering questions on insects, diseases, and trimming advice, also coordinating Arbor Day and other special events within the city. The Urban Forestry Specialist is classified as a Grade 15, and therefore, we are requesting the Arborist position be similarly classified.

**ATTACHMENTS:** Arborist Job Description

**FISCAL IMPACT:** The City Forester position was a Grade 17, the Arborist position would be a Grade 15, therefore, existing budget for 2014 has adequate funding for position.

**RECOMMENDATION:** To approve the request to re-classify the Arborist position from a Grade 14 to a Grade 15.

**SUGGESTED MOTION:**

Move to approve the request to re-classify the Arborist position from a Grade 14 to a Grade 15.



City of Mandan  
Arborist

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Y- 5% Plants bare root and balled and burlapped trees, plants trees with mechanical tree mover in accordance to American Association of Nurserymen Standards and City of Mandan Forestry Department Standards and Specifications and policies. Prepares planting holes using machines and hand tools. Stakes, waters and mulches newly planted trees.

Y-30% Prunes trees for clearance, training, health and safety in accordance with National Arborist Association Standards and Specifications, City of Mandan Forestry Department Standards and Specifications and policies and following ANSI Safety Standards. Equipment used includes ropes, saddles, hand tools and mechanical equipment such as aerial lift truck, brush chipper and chainsaws.

Y-15% Removes dead, dying hazardous and healthy trees following National Arborist Association Standards, City of Mandan Forestry Department Standards and Specifications and policies and ANSI Safety Standards. Equipment to be used includes rope, saddle, hand tools and mechanical equipment such as: chainsaws, aerial life truck, brush chipper, log loader, payload, dump truck, feller buncher, and stump cutter.

D-15% Maintains chainsaws, tree spade, aerial lift truck, log loader, payload, feller buncher, brush chipper, dump truck, stump grinder and all other arboricultural equipment used by the department. Maintains an inventory of supplies and materials and assures the proper maintenance and care of equipment.

Y- 5% Identifies and inspects trees and shrubs found on private property for arborial diseases, insect pests, structural form, safety and abiotic damage and marks wood that is to be disposed of for control of specific diseases, such as Dutch Elm Disease, and insects, such as Bronze Birch Borer. Inspects work performed by contractors for tree health, tree safety and compliance with contract specifications.

Y-5% Incumbent coordinates special events such as Arbor Day/Arbor Week and other special tree planting events. Assists in researching and applying for state and federally funded grants.

Performs other duties of a comparable level/type as required, including but not limited to; grounds maintenance and snow removal.

### 3. MINIMUM QUALIFICATIONS

#### 3.1. Education and Experience:

Associates degree in Urban Forestry or closely related field is preferred or graduation from high school or GED and 3 years of related work experience. Supervisory experience preferred. Must possess or be able to obtain International Society of Arboriculture Certified Arborist certificate within six months.

3.2. Special Requirements:

Possession of or ability to readily obtain a Class B driver's license issued by the State of North Dakota with air brake endorsement, and a North Dakota Pesticide Applicators License.

3.3. Required Knowledge, Skills and Abilities:

Knowledge of department policies, standards and accepted arboricultural standards.

Knowledge of pesticides; their uses, mixing and application procedures, and safety requirements.

Knowledge of safety standards and practices. Knowledge of tree species and proper shape and form.

Ability to select proper branches and to use a the drop-crotch method to achieve the proper form and shape.

Ability to administer cabling and bolting tree repair techniques.

Ability to remove medium and large trees according to proper procedures in open and restricted areas.

Ability to communicate verbally and in writing.

Ability to assign and direct subordinates in the safe and efficient performance of complex duties.

Ability to diagnose and take corrective action in the treatment and repair of common diseases and damages.

Skill in communication, interpersonal skills as applied to the interaction of co-workers, supervisor, general public, etc. sufficient to exchange or convey information and to provide and/or receive work direction.

3.4. The physical activities of this position are:

Climbing: Ascending or descending ladders, stairs, scaffolding, ramps, poles, and the like, using feet and legs, and/or hands and arms. Body agility is emphasized. This factor is important if the amount and kind of climbing required exceeds that required for ordinary locomotion.

Balancing: Maintaining body equilibrium to prevent falling when walking standing or crouching on narrow, slippery or erratically moving surfaces. This factor is important if the amount and kind of balancing exceeds that needed for ordinary locomotion and maintenance or body equilibrium.

Stooping: Bending body downward and forward by bending spine at the waist. This factor is

important if it occurs to a considerable degree and requires full use of the lower extremities and back muscles.

Kneeling: Bending legs at knee to come to a rest on knee or knees.

Crouching: Bending the body downward and forward by bending leg and spine.

Crawling: Moving about on hands and knees or hands and feet.

Reaching: Extending hand(s) and arm(s) in any direction. Standing: Particularly for sustained periods of time.

Walking: Moving about on foot to accomplish tasks, particularly for long distances.

Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.

Pulling: Using upper extremities to exert force in order to draw, drag, haul or tug objects in a sustained motion.

Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. This factor is important if it occurs to a considerable degree and requires the substantial use of the upper extremities and back muscles.

Fingering: Picking, pinching, typing or otherwise working primarily with fingers rather than with the whole hand or arm as in handling.

Grasping: Applying pressure to an object with the fingers and palm.

Feeling: Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.

Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

Hearing: Perceiving the nature of sound with no more than a 40 db loss @ 500 Hz, 1,000 Hz and 2,000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sound, such as when making the fine adjustments on machined parts.

Repetitive motions: Substantial movements (motions) of the wrists, hand and/or fingers.

3.5. The physical requirements of this position are:

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

3.6. The visual acuity requirements including color, depth perception and field of vision for this position are:

3.7. The conditions the worker will be subject to in this position are:

The worker is subject to both environmental conditions: Activities occur inside and outside.

The worker is subject to extreme cold: Temperatures below 32 degrees for periods of more than one hour.

The worker is subject to extreme heat: Temperatures above 100 degrees for periods of more than one hour.

The worker is subject to noise: There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.

The worker is subject to vibration: Exposure to oscillating movements of the extremities or whole body.

The worker is subject to hazards: Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on scaffolding and high places, exposure to high heat or exposure to chemicals, human waste or other body fluids.

The worker is subject to atmospheric conditions: One or more of the following conditions that affect the respiratory system or the skin: Fumes, odors, dusts, mists, gases, or poor ventilation.

The worker is subject to oils: There is air and/or skin exposure to oils and other fluids.



Consent No. 11i

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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Mandan Hockey Inc. is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following  
location: The Silver Dollar the address of which is:

200 W. Main Street Mandan 58554 Morton  
(Street) (City) (Zip Code) (County)

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

Specific location where games of chance will be conducted and played at the site (required): Bar Area

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited \_\_\_\_\_

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

Site Owner (Lessor) <b>Luke Berger</b>		Site Name <b>The Silver Dollar</b>		Site Phone Number <b>(701) 663-5428</b>
Site Address <b>200 W. Main Street</b>		City <b>Mandan</b>	State <b>ND</b>	Zip Code <b>58554</b>
Organization (Lessee) <b>Mandan Hockey Club, Inc.</b>		Rental Period <b>7/1/2014 to 6/30/2015</b>		County <b>Morton</b>
1. Is Bingo going to be conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				\$ 0.00
1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> 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 type="checkbox"/> Yes				
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 \$ _____ <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				\$ 0.00
Number of Tables with wagers over \$5 <u>1</u> <input checked="" type="checkbox"/> Rent per Table \$ <u>300.00</u>				\$ 300.00
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? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device				\$ 200.00
				<b>Total Monthly Rent</b> \$ <b>500.00</b>

**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 <b>owner</b>	Date <b>4/10/14</b>
Signature of Lessee (Top Executive Official) 	Title <b>President</b>	Date <b>5-19-14</b>

(over)



Consent No. 11ii

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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Mandan Hockev Inc. is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following  
location: Old Town Tavern the address of which is:

109 1st Avenue NW Mandan 58554 Morton  
(Street) (City) (Zip Code) (County)

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

Specific location where games of chance will be conducted and played at the site (required): Bar Area

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited \_\_\_\_\_

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

Site Owner (Lessor) <b>Old Town Tavern</b>		Site Name <b>Old Town Tavern</b>		Site Phone Number <b>(701) 663-2840</b>
Site Address <b>109 1st Avenue N W</b>		City <b>Mandan</b>	State <b>ND</b>	Zip Code <b>58554</b>
Organization (Lessee) <b>Mandan Hockey Club, Inc.</b>		Rental Period <b>7/1/2014 to 6/30/2015</b>		County <b>Morton</b>
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				Monthly Rent Amount \$ <b>0.00</b>
2. Is a raffle drawing going to be conducted at this site?				\$ <b>0.00</b>
3. Is Prize Boards involving a dispensing device conducted at this site?				\$ <b>0.00</b>
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ <b>X</b> Rent per Table \$ _____				\$ <b>0.00</b>
Number of Tables with wagers over \$5 <b>1</b> <b>X</b> Rent per Table \$ <b>300.00</b>				\$ <b>300.00</b>
5. Is Paddlewheels conducted at this site? Number of Tables _____ <b>X</b> Rent per Table \$ _____				\$ <b>0.00</b>
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				\$ <b>200.00</b>
				<b>Total Monthly Rent</b> \$ <b>500.00</b>

**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>(X) Lawrence J. Thompson</i>	Title <i>Manager</i>	Date <i>4-9-14</i>
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title <i>President</i>	Date <i>5-19-14</i>

(over)



Consent No. 11iii

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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Mandan Hockey Inc. is hereby authorized to conduct games of  
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following  
location: The Ridae Motel Corp. the address of which is:

2630 Old Red Trail Mandan 58554 Morton  
(Street) (City) (Zip Code) (County)

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

Specific location where games of chance will be conducted and played at the site (required): Bar Area

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
1. Days of week of gaming operations \_\_\_\_\_  
2. Hours of gaming \_\_\_\_\_  
3. List each specific game type prohibited \_\_\_\_\_

\_\_\_\_\_  
Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

Site Owner (Lessor) 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 7/1/2014 to 6/30/2015		County Morton
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> 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>2</u> X Rent per Table \$ <u>300.00</u>				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$ 0.00 \$ 600.00
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 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
				<b>Total Monthly Rent</b>
				\$ 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. Lippert</i>	Title <i>owner</i>	Date <i>4-14-14</i>
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date <i>5-19-14</i>

(over)



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

Consent No. 11iv

G - _____ (_____) _____ Site License Number (Attorney General Use Only)
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Mandan Hockey Inc. is hereby authorized to conduct games of  
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following  
 location: Vickv's Sports Bar the address of which is:

106 2nd Avenue NW Mandan 58554 Morton  
 (Street) (City) (Zip Code) (County)

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

Specific location where games of chance will be conducted and played at the site (required): Bar Area

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____
--

\_\_\_\_\_  
 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

Site Owner (Lessor) 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
Organization (Lessee) Mandan Hockey Club, Inc.		Rental Period 7/1/2014 to 6/30/2015		County Morton
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				Monthly Rent Amount \$ 0.00
2. Is a raffle drawing going to be conducted at this site?				\$ 0.00
3. Is Prize Boards involving a dispensing device conducted at this site?				\$ 0.00
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				\$ 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 \$ _____				\$ 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				\$ 200.00
				<b>Total Monthly Rent</b> \$ 500.00

**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.

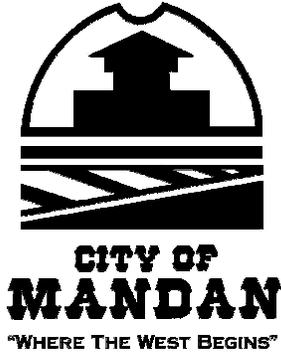
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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 Owner	Date 4/20/14
Signature of Lessee (Top Executive Official) 	Title President	Date 5-19-14

(over)



Old Business No. 1  
REVISED 5/20/2014

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 16, 2014  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider approving amended 3-way agreement addendum for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

---

**STATEMENT/PURPOSE:** To authorize Bowers Excavating, LLC to complete the installation of water and sewer for the development of Macedonia Hills 1<sup>st</sup> Addition.

**BACKGROUND/ALTERNATIVES:** The Macedonia Hills 1<sup>st</sup> Addition plat is located south of 19<sup>th</sup> Street SW and west of Fort Lincoln Elementary School. The proposed utilities only serve the developer of the benefiting land; therefore, this is being paid for under a 3-way agreement. A letter of credit has been secured for the project.

The 3-way agreement is in need of amending because the original contractor for the project was unable to complete. A new contractor, Bowers Excavating, LLC, is in place to finish this work under an amended 3-way agreement which requires them to meet all conditions of the original 3-way agreement.

**ATTACHMENTS:** 1. 3-way agreement

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

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** All the information has been reviewed by our office and meets our requirements except for that we are waiting on proof of performance bond, therefore this office supports the authorization to move forward with this project contingent on a performance bond being provided for the work.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement  
Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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SUGGESTED MOTION: I move to approve the amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1st Addition) contingent on a performance bond being provided for the work.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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AGREEMENT  
SANITARY SEWER AND WATER IMPROVEMENT PROJECT NO. 2013-02

THIS AGREEMENT, made on the \_ 13th of May 2014, between the City of Mandan, a municipal corporation, here and after called the City, RistoMackovski, hereinafter called the Developer, and **Bowers Excavating, Inc.**, hereinafter called the Contractor. The Engineer mentioned in this contract shall be Phillip Mackovski.

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

- Watermains
- Sanitary sewer mains N/A
- Streets N/A
- Others: **Water Services**

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

WHEREAS, the City wishes to safeguard the public interest in assuring that said construction work will be in accordance with plans, specifications and requirements of the City and will be completed in a proper and safe manner in accordance with the City approved plans and specifications for the work. The Contractor and the Developer through the Contractor, represent and agree that they shall have sole and exclusive responsibility that said work is completed in accordance with all plans and specifications and pursuant to any requirements of the City. The Contractor warrants that the work will be conducted in a proper and safe manner, and

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

NOW, THEREFORE, it is agreed between the parties for the consideration herein named, as follows:

(1) LICENSE TO CONSTRUCT

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

1. 2nd Ave SE (Macedonia Ave – per approved plans)
2. Philip Ct SE
3. Lena Ct SE
4. Mia Ct SE
5. Will Ct SE
6. Mario Ct SE

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

(2) SCOPE OF WORK

The Developer will, through a Contractor licensed under the laws of North Dakota, to do said work, furnish all materials, and all equipment and labor necessary to perform all of the work shown on the

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

Page 4 of 7

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plans and specifications prepared by Mackovski Consulting, which are hereby referred to and made a part of this Agreement. Constructions staking as required by the City shall be done by Toman Engineering Co, at the expense of the Developer. The Developer shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, pressure testing, chlorine, repair, clean up and any other usual charges as determined by the Engineers shall be borne by the Contractor.

(3) TIME OF COMPLETION

The Contractor shall be responsible for maintaining the erosion control for up to thirty (30) days after completion of the project or until arrival of the pavement contractor, whichever occurs first. Unless delays are encountered that are beyond the Contractor's control, the Contractor shall begin work no later than May 23th, 2014.

The Contractor shall have from **May 23th, 2014 to June 30th, 2014** to complete the project to the satisfaction of the project Engineer.

(4) LIQUIDATED DAMAGES

The Contractor shall be liable to pay the Developer zero dollars (\$30.00) per calendar day the project is not completed beyond the completion day of June 30th, 2014. The minimum \$0.00 per calendar day includes but is not limited to extra maintenance, administrative costs, legal costs and engineering fees. The Developer reserves the right to compute actual costs incurred due to the Contractor's failure to complete the project and be reimbursed by the Contractor.

(5) SUPERVISION AND INSPECTION OF WORK

The City, City Engineering Department and Engineer shall at all times have access to the work, in its preparation and progress. The Engineer and their authorized representatives will give all grades or locations for all work and no work depending upon such grades or locations shall be commenced until the same have been established. Upon all questions concerning the interpretation and compliance with the plans and specifications and the performance and execution of the work called for by them, the decision of the City Engineer shall be final and binding upon the Developer and its contractors, servants, employees or agents.

(6) CITY ENGINEERS DECISIONS

The Contractor shall have general supervision and direction of the work. The City, City Engineer and Engineer have authority to stop the work when such stoppage may in their opinion be necessary to ensure proper execution of the contract. They shall also have the authority to reject all work and materials which do not conform to the plans and specifications and to decide all questions which arise in the execution of the work. All such decisions shall be final.

(7) PAYMENT

The Developer shall provide an irrevocable letter of credit or a certificate of deposit in an escrow account from a bona fide bank in the amount of the project costs including engineering, testing and inspection. The money in such account shall be used only for the payment of the project costs. The Developer will be responsible to pay the Contractor for all of the contract work in accordance with the plans, specifications, and proposal prepared by the Engineers made a part of this contract. The contract proposal amount is **\$188,063**. The proposal, attached shall become a part of this agreement.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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(8) CONTENTS OF DEVELOPER'S CONTRACT

All contracts made by the Developer with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: " This contract is subject to all the terms and conditions of a contract dated May 7th, 2014 between the City , the Developer and the Contractor."

(9) OWNERSHIP OF WORK-LINES

All contract work, except utility stubout, furnished or placed in the public streets, alleys, or rights-of-way shall become the property of the City of Mandan. Placing and furnishing of all contract work by the Contractors, its subcontractors, if any, and by any person, firm or corporation, as labor or or material or otherwise, shall be under the provision of this contract and with the express waiver of any rights to claim against the City, or to make any claims or lien against the contract work.

(10) WARRANTY

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

(11) VERBAL AGREEMENTS

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

(12) PROTECTION OF PUBLIC AND WORK

The Contractor shall provide and maintain necessary wathcmen , barricades, lights, and wanning signs and take all necessary precautions for protection of the public, and shall further maintain at all times adequate protection of the work from damage. The Contractor shall also take out and furnish general liability insurance to protect itself and teh City with an insurer licensed to do business in North Dakota, in sum of \$ 1,000,000.00 for one accident , against and from all suits, actions or claims of any character, name and description brought for or on account of any injures or damages receveid or sustained by any person or persons or property on account of any negligent act of fault of the Contractor, its officers, agents or employees in the execution of the contract, or on account of its failure to provide necessary barricades, warning lights, or signs, and as will protect the City from any contingent liability under this contract. In no case shall the liability insurance be less than that specified in Section 100-33 of the specifications for this project.

(13) UTILITIES

It shall be the responsibility oft he Contractor to familiarize itself with the location of all existing sewer, watermains and service lines, gassmains and service lines, telephone cables, power, light and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The Contractor shall notify all utility companies 48 hours in advance of any construction affecting said utilities, and shall work out with said utilities any conflict or changes.

(14) CHANGES

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

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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(15) CLEAN UP

Extra materials, tools and temporary structures shall be removed by the Contractor and all dirt, rubbish and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the City Engineer. The Contractor shall maintain for a period of three months after completion of the work the surface of unpaved trenches, adjacent curbs and gutters, sidewalks, driveways, shrubbery fences, sod, or other surfaces disturbed. The Contractor shall conduct its operations in such manner as to cause minimum inconveniences to adjoining property owners and the public.

The Developer will be required to replace paving or gravel surfaces adjacent to the project site that is damaged in the construction work.

(16) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS

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

IN WITNESS WHEREOF; the parties have executed the within and forever contract.

CITY OF MANDAN

DEVELOPER

Name: Risto Mackovski

*Risto Mackovski*

\_\_\_\_\_

Arlyn Van Beek, President

Address: 7745 Maggie Belle ct.  
Las Vegas, NV 89123

Board of City Commissioners

Attest:

CONTRACTOR

Name: BOWERS Excavating, LLC

*Jff Bowers*

\_\_\_\_\_

Jin Neubauer, City Administrator

Address : 160 Riverwood Ave SE

P.O. BOX 145,

Mandan, ND 58554

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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Bowers Excavating, LLC

160 Riverwood Ave SE  
PO Box 145  
Mandan ND 58554

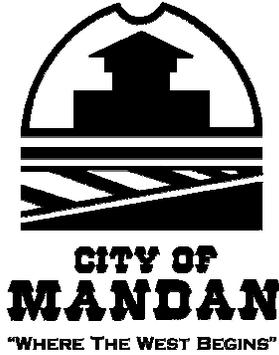
**Estimate**

Date	Estimate #
5/7/2014	1263

Name / Address
Mackovski Consulting 7745 Maggie Belle Ct. Las Vegas, NV 89123

Description	Qty	Cost	Project
			Macedonia Hills - 1s...
			Total
Mobilization	1	12,500.00	12,500.00
8" C900 Water main	2,751	34.00	93,534.00
8" Gate Valve	9	2,000.00	18,000.00
1" Double Bolt Saddle Clamp & Corp	19	250.00	4,750.00
1" SDR 7 Poly Service Line	742	12.00	8,904.00
1" Curb Stop with Box	19	325.00	6,175.00
6" Fire Hydrant	6	6,500.00	39,000.00
Rock Excavation/Disposal	50	100.00	5,000.00
Silt Fence	100	2.00	200.00
*Any changes/fixes to the sewer line will be billed by the hour.			
All Water Main backfill, Compaction and Compaction testing to be done and paid by Bowers Excavating.			
All Gate Valves to be adjusted by final paving grade by Bowers Excavating.			
Water Chlorination and test samples to be performed by Bowers Excavating.			
All work to be done per City of Mandan specification and requirements.			
<b>Total</b>			\$188,063.00

Customer Signature *[Handwritten Signature]*



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 16, 2014  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth  
**PRESENTER:** Justin Froseth, Planning & Engineering Director  
**SUBJECT:** Consider approving amended 3-way agreement addendum for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

---

**STATEMENT/PURPOSE:** To authorize Bowers Excavating, LLC to complete the installation of water and sewer for the development of Macedonia Hills 1<sup>st</sup> Addition.

**BACKGROUND/ALTERNATIVES:** The Macedonia Hills 1<sup>st</sup> Addition plat is located south of 19<sup>th</sup> Street SW and west of Fort Lincoln Elementary School. The proposed utilities only serve the developer of the benefiting land; therefore, this is being paid for under a 3-way agreement. A letter of credit has been secured for the project.

The 3-way agreement is in need of amending because the original contractor for the project was unable to complete. A new contractor, Bowers Excavating, LLC, is in place to finish this work under an amended 3-way agreement which requires them to meet all conditions of the original 3-way agreement.

**ATTACHMENTS:** 1. 3-way agreement

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

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** All the information has been reviewed by our office and meets our requirements, therefore this office supports the authorization to move forward with this project.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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SUGGESTED MOTION: I move to approve the amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1st Addition).

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AGREEMENT  
SANITARY SEWER AND WATER IMPROVEMENT PROJECT NO. 2013-02

THIS AGREEMENT, made on the \_ 13th of May 2014, between the City of Mandan, a municipal corporation, here and after called the City, RistoMackovski, hereinafter called the Developer, and **Bowers Excavating, Inc.**, hereinafter called the Contractor. The Engineer mentioned in this contract shall be Phillip Mackovski.

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

- Watermains
- Sanitary sewer mains N/A
- Streets N/A
- Others: **Water Services**

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

WHEREAS, the City wishes to safeguard the public interest in assuring that said construction work will be in accordance with plans, specifications and requirements of the City and will be completed in a proper and safe manner in accordance with the City approved plans and specifications for the work. The Contractor and the Developer through the Contractor, represent and agree that they shall have sole and exclusive responsibility that said work is completed in accordance with all plans and specifications and pursuant to any requirements of the City. The Contractor warrants that the work will be conducted in a proper and safe manner, and

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

NOW, THEREFORE, it is agreed between the parties for the consideration herein named, as follows:

(1) LICENSE TO CONSTRUCT

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

1. 2nd Ave SE (Macedonia Ave – per approved plans)
2. Phillip Ct SE
3. Lena Ct SE
4. Mia Ct SE
5. Will Ct SE
6. Mario Ct SE

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

(2) SCOPE OF WORK

The Developer will, through a Contractor licensed under the laws of North Dakota, to do said work, furnish all materials, and all equipment and labor necessary to perform all of the work shown on the

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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plans and specifications prepared by Mackovski Consulting, which are hereby referred to and made a part of this Agreement. Constructions staking as required by the City shall be done by Toman Engineering Co, at the expense of the Developer. The Developer shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, pressure testing, chlorine, repair, clean up and any other usual charges as determined by the Engineers shall be borne by the Contractor.

(3) TIME OF COMPLETION

The Contractor shall be responsible for maintaining the erosion control for up to thirty (30) days after completion of the project or until arrival of the pavement contractor, whichever occurs first. Unless delays are encountered that are beyond the Contractor's control, the Contractor shall begin work no later than May 23th, 2014.

The Contractor shall have from **May 23th, 2014 to June 30th, 2014** to complete the project to the satisfaction of the project Engineer.

(4) LIQUIDATED DAMAGES

The Contractor shall be liable to pay the Developer zero dollars (\$30.00) per calendar day the project is not completed beyond the completion day of June 30th, 2014. The minimum \$0.00 per calendar day includes but is not limited to extra maintenance, administrative costs, legal costs and engineering fees. The Developer reserves the right to compute actual costs incurred due to the Contractor's failure to complete the project and be reimbursed by the Contractor.

(5) SUPERVISION AND INSPECTION OF WORK

The City, City Engineering Department and Engineer shall at all times have access to the work, in its preparation and progress. The Engineer and their authorized representatives will give all grades or locations for all work and no work depending upon such grades or locations shall be commenced until the same have been established. Upon all questions concerning the interpretation and compliance with the plans and specifications and the performance and execution of the work called for by them, the decision of the City Engineer shall be final and binding upon the Developer and its contractors, servants, employees or agents.

(6) CITY ENGINEERS DECISIONS

The Contractor shall have general supervision and direction of the work. The City, City Engineer and Engineer have authority to stop the work when such stoppage may in their opinion be necessary to ensure proper execution of the contract. They shall also have the authority to reject all work and materials which do not conform to the plans and specifications and to decide all questions which arise in the execution of the work. All such decisions shall be final.

(7) PAYMENT

The Developer shall provide an irrevocable letter of credit or a certificate of deposit in an escrow account from a bona fide bank in the amount of the project costs including engineering, testing and inspection. The money in such account shall be used only for the payment of the project costs. The Developer will be responsible to pay the Contractor for all of the contract work in accordance with the plans, specifications, and proposal prepared by the Engineers made a part of this contract. The contract proposal amount is **\$188,063**. The proposal, attached shall become a part of this agreement.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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(8) CONTENTS OF DEVELOPER'S CONTRACT

All contracts made by the Developer with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: " This contract is subject to all the terms and conditions of a contract dated May 7th, 2014 between the City , the Developer and the Contractor."

(9) OWNERSHIP OF WORK-LINES

All contract work, except utility stubout, furnished or placed in the public streets, alleys, or rights-of-way shall become the property of the City of Mandan. Placing and furnishing of all contract work by the Contractors, its subcontractors, if any, and by any person, firm or corporation, as labor or or material or otherwise, shall be under the provision of this contract and with the express waiver of any rights to claim against the City, or to make any claims or lien against the contract work.

(10) WARRANTY

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

(11) VERBAL AGREEMENTS

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

(12) PROTECTION OF PUBLIC AND WORK

The Contractor shall provide and maintain necessary wathcmen , barricades, lights, and wanring signs and take all necessary precautions for protection of the public, and shall further maintain at all times adequate protection of the work from damage. The Contractor shall also take out and furnish general liability insurance to protect itself and teh City with an insurer licensed to do business in North Dakota, in sum of \$ 1,000,000.00 for one accident , against and from all suits, actions or claims of any character, name and description brought for or on account of any injures or damages receveid or sustained by any person or persons or property on account of any negligent act of fault of the Contractor, its officers, agents or employees in the execution of the contract, or on account of its failure to provide necessary barricades, warning lights, or signs, and as will protect the City from any contingent liability under this contract. In no case shall the liability insurance be less than that specified in Section 100-33 of the specifications for this project.

(13) UTILITIES

It shall be the responsibility oft he Contractor to familiarize itself with the location of all existing sewer, watermains and service lines, gassmains and service lines, telephone cables, power, light and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The Contractor shall notify all utility companies 48 hours in advance of any construction affecting said utilities, and shall work out with said utilities any conflict or changes.

(14) CHANGES

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

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

Page 5 of 6

(15) CLEAN UP

Extra materials, tools and temporary structures shall be removed by the Contractor and all dirt, rubbish and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the City Engineer. The Contractor shall maintain for a period of three months after completion of the work the surface of unpaved trenches, adjacent curbs and gutters, sidewalks, driveways, shrubbery fences, sod, or other surfaces disturbed. The Contractor shall conduct its operations in such manner as to cause minimum inconveniences to adjoining property owners and the public.

The Developer will be required to replace paving or gravel surfaces adjacent to the project site that is damaged in the construction work.

(16) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS

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

IN WITNESS WHEREOF; the parties have executed the within and forever contract.

CITY OF MANDAN

DEVELOPER

Name: Risto Mackovski

*Risto Mackovski*

\_\_\_\_\_  
Arlyn Van Beek, President

Address: 7745 Maggie Belle ct.  
Las Vegas, NV 89123

Board of City Commissioners

Attest:

CONTRACTOR

Name: BOWERS Excavating, LLC

*Jff Bowers*

\_\_\_\_\_  
Jin Neubauer, City Administrator

Address: 160 Riverwood Ave SE

P.O. BOX 145,

Mandan, ND 58554

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider approving amended 3-way agreement for water & sewer improvement Project 2013-21 (Macedonia Hills 1<sup>st</sup> Addition).

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Bowers Excavating, LLC

160 Riverwood Ave SE  
PO Box 145  
Mandan ND 58554

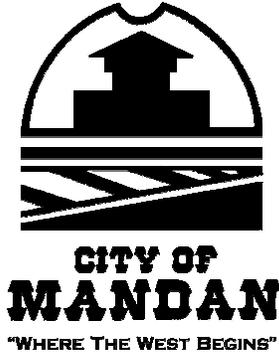
**Estimate**

Date	Estimate #
5/7/2014	1263

Name / Address
Mackovski Consulting 7745 Maggie Belle Ct. Las Vegas, NV 89123

Description	Qty	Cost	Project
			Macedonia Hills - 1s...
			Total
Mobilization	1	12,500.00	12,500.00
8" C900 Water main	2,751	34.00	93,534.00
8" Gate Valve	9	2,000.00	18,000.00
1" Double Bolt Saddle Clamp & Corp	19	250.00	4,750.00
1" SDR 7 Poly Service Line	742	12.00	8,904.00
1" Curb Stop with Box	19	325.00	6,175.00
6" Fire Hydrant	6	6,500.00	39,000.00
Rock Excavation/Disposal	50	100.00	5,000.00
Silt Fence	100	2.00	200.00
*Any changes/fixes to the sewer line will be billed by the hour.			
All Water Main backfill, Compaction and Compaction testing to be done and paid by Bowers Excavating.			
All Gate Valves to be adjusted by final paving grade by Bowers Excavating.			
Water Chlorination and test samples to be performed by Bowers Excavating.			
All work to be done per City of Mandan specification and requirements.			
<b>Total</b>			\$188,063.00

Customer Signature *R. J. [Signature]*



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 14, 2014  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Appointment to Sales Tax Committee

---

STATEMENT/PURPOSE: To consider appointing a commissioner and alternate to a Sales Tax Committee.

BACKGROUND/ALTERNATIVES: The Mandan Park District would like to form a Sales Tax Committee to discuss the possibilities of a ½ cent sales tax that may be a revenue source for facilities or facility improvements. The Park District has considered a number of projects such as hockey ice, upgrades to Dacotah Centennial Park, along with other user group needs.

At their May 12, 2014 Park Board meeting, President Jason Arenz and board member Kevin Allan were appointed to serve on a joint sales tax committee. Representatives of the City of Mandan along with Mandan School Board have been asked for similar representation.

Meetings of this committee would be scheduled after appointments are made.

ATTACHMENTS: n/a  
FISCAL IMPACT: n/a  
STAFF IMPACT: n/a  
LEGAL REVIEW: n/a

RECOMMENDATION: Mayor Van Beek and Commissioner Tibke who holds the finance portfolio have expressed interest in being appointed as the member and alternate to this committee.

SUGGESTED MOTION: I move to appoint Mayor Van Beek to a joint sales tax committee and Commissioner Tibke as the alternate.

ORDINANCE NO. 1183

An Ordinance to Amend and Re-enact Chapters 1 and 2 of Title 21 of the  
Mandan Code of Ordinances Related to Planning and Zoning

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS AS FOLLOWS:

Title 21 of the Mandan Code of ordinances is hereby amended and re-enacted to read as follows:



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## Chapter 21-01 PLANNING AND ZONING COMMISSION

**Section 21-01-01 Creation.** Pursuant to the provisions of NDCC §§ 40-47-06 and 40-48-03, there was created a body known as the Planning and Zoning Commission, which has been and is actively serving the community. It is intended that this body will continue as the Planning and Zoning Commission, hereinafter referred to as the Commission, with the duties and functions recited in this chapter, pursuant to the powers authorized by state law.

**Section 21-01-02 Membership.** The Commission shall be composed of up to ten members appointed by the mayor and approved by the Board. The Mayor shall appoint one member recommended by the Mandan Park District and one member recommended by the Mandan Public School District. The mayor shall be an ex-officio voting member of the Commission. Two members residing outside the corporate limits of Mandan within the extraterritorial area of the city's zoning authority will be appointed by the Morton County Board of Commissioners, if available and willing to serve. The city engineer and city attorney are ex-officio members of the Commission. Each member will execute the oath of office requisite to such appointment. The mayor shall endeavor to select individuals that represent other boards, interest groups, professional associations and civic organizations, as well as unaffiliated city residents willing to serve, when recommending appointments.

**Section 21-01-03 Terms of Office - Unexcused Absences Cause for Removal.** All Commission members' terms of office shall be for a period of five years, except in the following cases:

- 1. Members Newly Appointed.** Of members newly appointed at the time of the creation or expansion of the Commission, the first member appointed by the city will hold office for one year, the second member for two years, the third member for three years, the fourth member for four years, and the fifth member and all others thereafter will serve for five years. If members are appointed by the county, the first member appointed will hold office for three years and the second member appointed will hold office for one year, and thereafter members appointed by the county will serve for five years.

**2. Present Members.** Present members of the Commission shall hold office for the balance of their five-year term.

**3. Ex-Officio Members.** Terms of the ex-officio members will correspond to their respective tenures of office.

**4. Unexcused Absences.** Any member of the Commission who has three unexcused absences within a twelve month period shall be deemed to have resigned and the vacancy shall be filled as provided in Section 21-01-04. Unexcused absences shall be any absence not related to illness, out of town trips, or business related scheduling conflicts.

**Section 21-01-04 Vacancies.** Vacancies in the terms of members residing within the city limits will be filled by appointment of the mayor with approval of the Board, and the member appointed to fill a vacancy will serve the balance of the unexpired term. Vacancies in the terms of the extraterritorial members will be filled by the county for the balance of the unexpired term.

**Section 21-01-05 Officers, Duties, Vacancies.**

**1. Officers.** The officers of the Commission will be a president, vice-president, and secretary who will be elected for one-year terms by the members of the Commission.

**2. Duties.** The duties of the officers of the Commission will be as follows:

- a. **President.** The president will preside over and conduct the meeting, prepare agendas, appoint acting officers in the absence of officers and assure that all actions of the Commission are properly taken. The president may call special meetings, appoint committees from among Commission members and will verify in writing on the plat the approval by the Commission of subdivision plats.
- b. **Vice-President.** The vice-president, in the absence or in case of conflict of interest of the president, will exercise all powers and duties of the president.
- c. **Secretary.** The secretary will take the minutes, maintain correspondence, notify the public of all meetings and hearings as required by law, keep all records of the Commission and sign materials relating to the comprehensive plan attesting to action taken by the Commission. The secretary may verify in writing on the plat approval by the Commission of any subdivision plat. The secretary may be a commission member, a city employee or a contract employee of the Commission.

**3. Vacancy.** If any office becomes permanently vacant, the Commission will appoint a person to fill the unexpired term at the next meeting.

**4. Election of officers.** At the first meeting in August, the Commission will elect its officers for the coming year.

**Section 21-01-06 Meetings.**

**1. Time and location.** All Commission meetings will be held at the Ed "Bosh" Froehlich Meeting Room in city hall unless another venue is chosen for a specific meeting in advance by the Commission. The Commission will meet on the fourth Monday of each month

at 5:15 p.m., unless a different time is approved in advance by the Commission for a specific meeting. If a scheduled meeting falls on a designated city holiday, the date and time for the monthly meeting will be determined by the Commission.

**2. *Special meetings.*** The president of the Commission may call special meetings at times and locations specified in a written notice transmitted to each Commission member no later than three days prior to the special meeting date.

**3. *Quorum.*** A quorum will consist of seven members. No action will be taken in the absence of a quorum.

**4. *Conduct of meetings.*** All meetings will be conducted in accordance with Robert's Rules of Order. However, if any rule is inconsistent with the provisions of this Title or the NDCC, this Title or the NDCC shall prevail over Robert's Rules of Order.

**5. *Agenda.*** Items will be considered in the order they appear on the agenda, which for regular meetings will be delivered electronically to members and applicants no later than five days prior to the meeting and three days prior to special meetings. Printed versions of the agenda package will be provided on request. The president of the Commission may adjust the order of the published agenda for good cause at any point during the meeting.

**6. *Records.*** Records of the Commission's resolutions, transactions, findings and determinations will be kept by the Commission as part of its public record.

**7. *Notice.*** A notice of each Commission meeting and accompanying agenda shall be posted on the official bulletin board in City Hall and the full agenda package posted on the City web site at least 3 days before a regular meeting or at least 24 hours before a special meeting.

**8. *Notification list.*** Anyone wishing to receive an electronic version of the meeting notice, the agenda and/or the agenda package may make a request to the Engineering and Planning Department to be included on the notification list.

**Section 21-01-07 Compensation and Reimbursement.** Commission members will serve without compensation. When prior authorization is given by the Commission and approved by the Board, members may be reimbursed for meals and traveling expenses incident to attendance at meetings, conferences or hearings in accordance with the rates of reimbursement as provided by law.

#### **Section 21-01-08 Powers and Duties.**

**1. *Zoning district boundaries and regulations.*** The Commission shall recommend to the Board the boundaries of the various zoning districts and appropriate regulations to be enforced therein.

**2. *Hearing and reports.*** The Commission shall make a preliminary report on all proposed zoning changes and hold public hearings thereon before submitting its final report to the Board. The Board shall not hold its public hearing or take action until it has received the final report of the Commission.

**3. *Extraterritorial authority.*** The Commission shall have extended territorial authority to all unincorporated areas located within two miles of the corporate limits of the city, in every direction as authorized by state law, and shall enforce such regulations in the

extraterritorial area in the manner authorized by state law or any agreement made between the City and Morton County.

**4. *Comprehensive plan.*** The Commission shall have the power to make and adopt a comprehensive plan for the physical development of the city and of any land outside its boundaries which, in the Commission's judgment, bears a relation to the planning of the city. The Commission may amend, extend or add to the comprehensive plan.

**5. *Surveys and studies.*** In the preparation of the comprehensive plan, the Commission shall make careful and extensive surveys and studies of the present conditions and future growth of the city with due regard to its relation to neighboring territory. The Commission shall consider studies and plans prepared by the Metropolitan Planning Organization, Mandan Park District, Mandan Public School District, Morton County, Morton County Housing Authority or other groups involved in growth and economic development of the region when preparing the comprehensive plan.

**6. *Review and either approve or disapprove.*** The Commission shall review and approve or disapprove the location, character and extent of any proposed street, square, park, or other public way, ground or open space, or public building or structure.

**7. *Specific improvements.*** The Commission shall, from time to time, recommend to the appropriate public officials programs for specific improvements and for the financing thereof.

**8. *Consult and advise.*** The Commission shall consult and advise with public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and with citizens relative to the carrying out of the comprehensive plan.

**9. *Publish and distribute.*** In order to promote public interest in and understanding of the comprehensive plan, the Commission may publish and distribute copies of the plan or of any part thereof or of any report, and may employ such other means of publicity and education as it may determine.

**10. *Gifts.*** The Commission members may not accept and use gifts or donations for the exercise of the Commission's functions. Any gifts or donations received shall be forwarded to the City Administrator for proper disposition as prescribed by City Code or state law.

**11. *Examinations and surveys.*** In the performance of their functions, the Commission members, officers and employees may enter upon any land and make examinations and surveys thereof and place and maintain necessary monuments or marks thereon without causing damage to the property. Every person performing these tasks shall carry proper identification and a letter of introduction stating the purpose of the visit. A person performing such duties shall not enter a building or structure unless granted permission in writing by the owner or occupant of the building or structure.

**12. *Other powers.*** The Commission may exercise such other powers as may be necessary to enable it to fulfill its functions and carry out the provisions of state law and city ordinance.

## **Chapter 21-02**

## **GENERAL PROVISIONS AND DEFINITIONS**

**Section 21-02-01 *Legislative Intent.*** It is the intent of the Board to promote the health, safety and general welfare by guiding the development of the city by means of a

comprehensive land use plan which is in part carried out by the provisions of this Title. It is the intent of this Title to provide regulations, standards and guides for the city's development in accordance with a comprehensive plan which will:

1. Lessen congestion in the streets;
2. Secure safety from fire, panic and other dangers;
3. Promote the health and general welfare;
4. Prevent the overcrowding of land;
5. Provide for adequate light and air;
6. Avoid undue concentration of population; and
7. Facilitate adequate provision for transportation, water, sewerage, schools, parks

and other requirements.

**Section 21-02-02 Application.** The zoning ordinances and subdivision regulations of the city shall apply to all territory within the corporate boundary limits of the city and all territory within the extraterritorial jurisdiction boundaries as set and determined by ordinance of the city.

**Section 21-02-03 Construction and Definitions.**

For the purposes of this Title certain words and terms used herein are defined as follows:

"Accessory building" means a subordinate structure which is customarily incidental to that of a principal building on the same lot.

"Accessory use" means a subordinate use which is customarily incidental to that of a principal use on the same lot.

"Alley" means a public or private right-of-way primarily designed to serve as secondary access to the side or rear of a property.

"Animal hospital" means a facility for the care and well-being of animals under the direct supervision of a licensed veterinarian; including, but not limited to, grooming, confinement or kenneling for medical purposes, and full medical services.

"Animal clinic" means a facility for the care and well-being of household pets, under the direct supervision of a licensed veterinarian; including, but not limited to, grooming, confinement or kenneling for medical purposes and full medical services meeting the following requirements:

- a. Incinerating or cremating of animals or animal parts upon the premises is prohibited;
- b. Includes an on-site, porous, well-drained exercise area for pets to use that is no smaller in size and dimension than 15 feet by 25 feet which is to be kept neat and clean at all times;
- c. Animal carcasses and/or animal tissues are to be frozen, sealed in waterproof containers, and either kept in a frozen state until commercial waste pickup day or removed directly from the facility to the City's waste landfill site or a licensed crematorium; and
- d. The term "household pet" as used herein is specifically defined to include only the following taxonomically identified animals:

- (1) Mammalian Genus species;
  - (a) *Canis familiaris*, the domestic dog, and
  - (b) *Felis catus*, the domestic cat;
- (2) Mammalian Families;
  - (a) *Leporidae*, rabbits,
  - (b) *Cricetidae*, hamsters,
  - (c) *Gerbillidae*, gerbils, and
  - (d) *Muridae*, mice and rats;
- (3) Avian Orders;
  - (a) *Psittaciformes*, parrots, parakeets, lorries, budgerigars and cockatiels,
  - (b) *Passeriformes*, canaries and finches, and
  - (c) *Columbiformes*, pigeons and doves;
- (4) Reptilian Groups
  - (a) Squamata, lizards and snakes; and
  - (b) Testudine, turtles.

"Arterial street" means a road intended to move large volumes of through traffic and provide access to collector and neighborhood streets.

"Auditor's lot" means any tract of land platted or replatted in accordance with the provisions of NDCC § 57-02-39 or as may be otherwise authorized by law.

"Auditor's plat". See "Auditor's lot".

"Auto repair" means any activity that requires removal, replacement, repair or installation of parts and tires.

"Auto service" means any activity that provides direct service to motor vehicles including adding fuel, replacement of fluids and filters, vehicle washing or detailing but not repair or replacement of parts or tires.

"Auto wrecking". See "Junkyard".

"Basement" means that portion of a building below the first floor joists, the floor of which is more than one-half clear ceiling height below the adjacent ground.

"Bed and breakfast facility" means an owner occupied single-family dwelling providing not more than four temporary lodging units with a current license issued pursuant to the provisions of Chapter 23-09.1 of the North Dakota Century Code and providing one off-street vehicle parking space for each such unit and two off-street parking spaces for the owner/operator with only one sign not exceeding four square feet in size.

"Billboard". See "Outdoor advertising sign".

"Block" means the property abutting one side of the street and lying between the two nearest intersecting streets, or between the nearest such street and a railroad right-of-way, unsubdivided acreage, river or live stream; or between any of the foregoing and any other barrier to the continuity of development.

"Building" means a structure having a roof supported by walls or columns for the shelter, support or enclosure of persons, animals or chattels.

"Building, accessory". See "Accessory building".

"Building height" means the vertical distance measured between the level of the highest point at the roof beams of flat roofs or roofs inclining not more than one inch to the foot or to

the mean height level of the top of the main plate or highest ridge for other roofs and the highest of the following:

- a. The street curb level;
- b. The established or mean street grade in case the curb has not been constructed; or
- c. The average finished ground level adjoining the building if it sets back from the street line.

"Building inspector" means the building official or an authorized representative.

"Building line" means a line established, in general, parallel to the front street line between which line and the front street line no part of a building shall project, except as otherwise provided by ordinance.

"Building, principal". See "Principal building".

"Capital improvements program" means a proposed schedule of future projects for the purchase, construction or replacement of the physical assets of the community requiring the expenditure of public funds over and above recurring annual operating expenses.

"Central sewer system" means a private or public liquid waste collection, conveyance and treatment facility serving a community or a portion of a community.

"Central water system" means a private or public facility for the collection, treatment, storage and distribution of potable water serving a community or a portion of a community.

"Child Care Center" means a private group care facility housing more than twelve children.

"Collector street" means a road intended to move traffic from local streets to arterials and provide circulation within a development.

"Commercial district" means any CA, CB or CC district.

"Commercial Recreation Group" means uses in which the principal activity is the furnishing of recreation for a profit.

"Commission" means the Planning and Zoning Commission.

"Comprehensive plan" means the official master plan established by ordinance adopted by the Board of City Commissioners as required by the North Dakota Century Code that is a long-range guide for the economic, physical and social development of the city and which identifies the location and width of streets, ways, plazas, open spaces, public easements, parks, playgrounds and public rights in land that is established to conserve and promote the public health, safety and general welfare of the city.

"Community services" means uses of a public, nonprofit or charitable nature generally providing a local service to people of the community.

"Convenience store" means a facility that provides quick purchase retail and food items and may offer vehicle fueling or alcohol sales with the appropriate city and regulatory agency approvals.

"Corner lot" means a lot at the junction of and abutting on two or more intersecting streets when the interior angle of intersection does not exceed one hundred and thirty-five degrees and including any lot adjoining a curved street at a point where the street boundary described an arc subtended by an angle of one hundred and thirty-five degrees or less.

"Correctional facility" means any city or county jail or detention center, regional corrections center, juvenile detention center, pre-release center, transition center, half-way

house or other publicly or privately established correctional facility, for the detention, confinement, or rehabilitation of persons in accordance with law.

"County" means Morton County.

"Cul-de-sac" means a local street with only one outlet and having a turnaround at the other end designed to accommodate the safe and convenient reversal of traffic movement.

"Dead-end street" means a road or portion thereof with only one vehicular traffic outlet.

" Dwelling " means a building or portion thereof arranged or designed to provide living facilities for one or more families.

" Dwelling, group ". See " Group dwelling ".

" Dwelling, multi-family ". See " Multi-family dwelling ".

" Dwelling, single-family ". See " Single -family dwelling ".

" Dwelling, two-family ". See " Two-family dwelling ".

" Dwelling unit " means a building or portion thereof providing complete housekeeping facilities for one family.

" Easement " means a legally defined portion of private property within which the owner has granted the use by another for a specified purpose.

" Education Group " means uses in which the principal activity is the education of children or adults by a public or private agency and includes all normal accessory buildings and uses associated with the primary use.

" Family " means one or more persons occupying a dwelling unit and living as a single nonprofit housekeeping unit.

" Filling station " means a building or lot having pumps and storage tanks where fuels, oils or accessories for motor vehicles are dispensed, sold or offered for sale at retail only; repair service is incidental; and no storage or parking space is offered for rent.

" Final plat " means a drawing with appropriate verbiage showing the division of land into lots, blocks, rights-of-way and easements that is approved by the Board and then recorded with the Morton County Recorder.

" Floor area " means the gross square footage of habitable space of all buildings on a lot calculated from the exterior face of all outer walls or the centerline of a common wall between buildings with the following not included in the calculation of habitable space:

- a. Attic space providing structural head room of less than seven feet, six inches;
- b. Mechanical equipment rooms;
- c. Unheated storage rooms in a basement or garage;
- d. Uncovered steps;
- e. Terraces, breezeways and open porches; and
- f. Automobile parking space in a basement or private garage.

" Floor Area Ratio ( FAR ) " means the floor area of a building or buildings on a lot divided by the area of that lot.

" Gross residential density " means the number of families residing on, or dwelling units developed on, an acre of land, inclusive of land in streets, alleys, parks, playgrounds, schoolyards, other public lands, waterways, drainage areas, and open spaces.

"Group dwelling" means a boarding house, convent, monastery, fraternity, sorority, rooming house or group home licensed by the Department of Human Services, but not a correctional facility, in which several unrelated individuals or families permanently reside and within which there are only common cooking facilities for the use of all residents.

"Health Group" means uses in which the principal activity is related to the care and medical treatment of human beings.

"Hotel" means a building in which lodging, with or without meals, is provided and offered to the public for compensation, and which is open to transient guests.

"Industrial district" means any MA, MB, MC or MD district.

"Industrial Group A" means uses involving manufacturing or the storage and sale of heavy building materials or equipment where there is no unusual fire, explosion or safety hazard and where there is no production of noise at any boundary of the district in which the use is located in excess of the ambient noise level at that point.

"Industrial Group B" means uses involving manufacturing, storage and/or sale of products and material in which the operations create a greater degree of hazard or more annoyance than the operations of uses in Industrial Group A.

"Interior lot" means a lot other than a corner lot.

"Junkyard" means an area encompassing more than two hundred square feet on any lot, whether inside or outside of a building, or any portion of that half of any lot that adjoins a street where the use includes any of the following: (1) the storage, keeping or abandonment of junk including scrap metals, rags, paper or other scrap materials, used lumber, salvaged house wrecking and structural steel materials and equipment; or (2) the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

"Kennel" means a commercial facility for the indoor boarding of household pets as defined in animal clinic that includes an on-site, porous, well-drained exercise area for pets to use that is no smaller in size and dimension than 15 feet by 25 feet which is kept neat and clean at all times.

"Local street" means a road intended to provide access to other streets from individual properties and to provide right-of-way beneath it for public utilities.

"Lot" means a tract, plot or portion of a subdivision or other parcel of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership or for development.

"Lot, auditor's". See "Auditor's lot".

"Lot, corner". See "Corner lot".

"Lot depth" means the minimum horizontal distance between the front and rear lot lines.

"Lot, interior". See "Interior lot".

"Lot line, rear". See "Rear lot line".

"Lot width" means the average width of a lot measured at right angles to its depth along the front and rear lot lines.

"Major street" means a roadway used primarily for fast or heavy traffic, including expressways, freeways and boulevards.

"Major subdivision" means any subdivision or re-subdivision of land not classified as a minor subdivision.

"Manufactured home" means a factory built structure which is to be used as a place for human habitation and which bears a factory attached and undisturbed label certifying that it was built in compliance with the Manufactured Home Construction and Safety Standards Act of 1974 (24 CFR 3280), as amended, promulgated by the United States Department of Housing and Urban Development.

"Manufactured home lot" means a parcel of land for the placement of a single manufactured home.

"Manufactured home park" means a plot or parcel of land, under single ownership, which has been improved for purposes of locating manufactured homes as dwellings.

"Manufactured home site" means a parcel of land within a manufactured home park designed and improved for the accommodation of not more than one manufactured home as a single-family residence.

"Manufactured home stand" means that part of a manufactured home site which has been reserved and improved for the placement of a manufactured home, appurtenant structures or additions to a manufactured home.

"Manufactured home subdivision" means a parcel of land, subdivided into lots, in which the majority of the lots may be individually owned and utilized as a site for placement of a single-family manufactured home and its facilities.

"MARC" means the Mandan Architectural Review Commission.

"Master plan". See "Comprehensive Plan".

"Master street plan" means a document setting forth goals, policies and standards for orderly street development adopted by the Commission and Board.

"Master subdivision plan" means a document indicating the general street layout, land use density, existing public improvements, proposed public and private improvements including parks, open space, drainage areas, streets, utilities and other such data that is submitted to the Commission prior to or simultaneously with a preliminary plat.

"Mayor" means the president of the board as defined in the NDCC.

"Minor street" means a right-of-way intended primarily to provide pedestrian and vehicular access to the abutting properties.

"Minor subdivision" means the division of a parcel of land or the adjustment of property lines or easements within a parcel of land containing no more than five acres that meets certain restrictions.

"Mobile home" means a transportable, factory built structure, designed to be used as a residential dwelling and built prior to enactment of the Federal Manufactured Home Construction and Safety Standards Act of 1974 (24 CFR 3280).

"Modular home" means a dwelling meeting all building code requirements for a site built structure that is constructed offsite in sections, assembled onsite and affixed to the property with a solid perimeter foundation.

"Multi-family dwelling" means a building or portion thereof containing three or more dwelling units.

"Net residential density" means the number of families residing on, or dwelling units developed on, an acre of land, exclusive of land in streets, alleys, parks, playgrounds, schoolyards, other public lands, waterways, drainage areas, and open spaces.

"Nonaccess reservation" means a line on a final plat prohibiting direct vehicular access from the platted area to an adjoining major street or public right-of-way.

"Nonconforming use" means an activity conducted in a building or structure, or on a tract of land, which does not conform to the use regulations of this Title for the district in which it is located.

"Nondependent unit" means a manufactured home, travel trailer or self-propelled motor home with bath or shower and toilet facilities.

"Office Group" means uses in which the principal activity is the conduct of a commercial, governmental, financial, professional or management function for service to the general public.

"Owner" means a person or other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under this Title.

"Passenger terminal" means a building or other structure designed for the gathering of individuals waiting for the arrival of a bus passenger train or airplane.

"Pet grooming" means a facility for the indoor grooming and maintenance, with no overnight boarding, of the pets listed in the definition of animal clinic.

"Plat, auditor's". See "Auditor's lot".

"Plat, final". See "Final plat".

"Plat, preliminary". See "Preliminary plat".

"Portable building" means any structure that is either mounted on wheels or transportable on a flatbed trailer that is designed and constructed to provide for living or sleeping quarters for one or more persons or for the conduct of a business, profession, trade, or occupation.

"Preliminary plat" means the concept drawing or drawings indicating the proposed manner or layout of the subdivision.

"President of the board" means the mayor as used in this code.

"Principal building" means a structure in which is conducted the principal activity of the lot on which it is situated.

"Private garage" means an accessory building or part of a principal building used for the storage of motor vehicles and miscellaneous tools or equipment as an accessory use.

"Public garage" means a building or premises which is operated for commercial purposes and used for the storage, care or repair of currently licensed or vintage motor vehicles.

"Public improvement" means any drainage structure, water line, sewer line, roadway, parkway, sidewalk, pedestrian-way, tree, berm, boulevard, lawn, public off-street parking area, lot improvement, or other facility for which the city may ultimately assume the responsibility.

"Public Recreation Group" means uses in which the facilities are built and maintained by a governmental agency for use by the public but where the daily operation of the facility may be contracted by the governmental agency to a private company or individual.

"Public thoroughfare" means any public right-of-way or easement which affords access to abutting property and includes highways, avenues, boulevards, parkways, streets, roads, lanes, walks, alleys, viaducts, subways, tunnels and bridges.

"Rear lot line" means the lot line generally opposite to the front lot line.

"Rear yard" means an open area extending across the full width of the lot and lying between the rear lot line and the rear building setback line.

"Record lot" means any land designated as a separate and distinct parcel on a legally recorded subdivision plat or in a legally recorded deed filed in the office of the Morton County Recorder.

"Refrigerated cold storage locker" means a facility for the warehousing of perishable food.

"Registered land surveyor" means a land surveyor properly licensed and registered in the State of North Dakota.

"Residential district" means any R10, R7, R3.2, R2, RM, RP or RMH district.

"Resubdivision" means a change in the sealed and signed drawing of an approved and recorded subdivision plat.

"Retail Group A" means uses that rely in part on the proximity of other similar uses to help attract customers and in which the principal activity is the retail sale of merchandise and associated services conducted primarily within an enclosed building.

"Retail Group B" means uses that, as differentiated from Retail Group A, do not rely in part on the proximity of other similar uses to help attract customers and in which the principal activity is the retail sale of merchandise and associated services conducted primarily within an enclosed building.

"Road" means a pathway for vehicles to travel from place to place and includes street, highway, avenue, boulevard, parkway, lane, alley, viaduct, subway, tunnel, bridge, public easement and right-of-way.

"Road right-of-way width" means the distance between property lines measured at right angles to the centerline of the street.

"Rooming house" means a dwelling in which more than two rooms are let for hire or more than four persons are given lodging for compensation.

"Safety services" means uses that provide public safety and emergency response services including fire stations, police stations and emergency medical and ambulance stations.

"Sale or lease" means any immediate or future transfer of ownership or possessory interest in land, whether by metes and bounds, deed, contract, plat, map, lease, devise, intestate succession, or other written instrument.

"Self-propelled motor home" means a vehicle, including the terms "recreational vehicle" or "tour bus", licensed by a state as a motor vehicle containing living facilities designed for temporary dwelling.

"Service Group A" means uses in which the principal activity is providing a service with accompanying sale of parts or supplies that rely in part on the proximity of other similar uses to attract customers and whose operations are carried on in such a manner as to produce no offensive noise, dust, odor, glare, heat or vibration perceptible or measurable from outside the building in which the use is located.

"Service Group B" means uses in which the principal activity is providing a service with accompanying sale of parts or supplies that does not rely in part on the proximity of other similar uses to attract customers and whose operations are carried on in such a manner as to produce some offensive noise, dust, odor, glare, heat or vibration perceptible or measurable

from outside the building in which the use is located and the use is one which, if placed on a lot adjacent to a lot in a residential district, would have the potential to create an unusual safety hazard for the lot or other lots in said residential district or would otherwise unduly depreciate the value of any lot in said residential district.

"Side yard" means an open space extending from the front setback line to the rear setback line between the side lot line and the side yard setback line.

"Sign" means any device for visual communication which is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge or insignia of any government or governmental agency, or of any civic, charitable, religious, patriotic or fraternal or similar organization.

"Single-family dwelling" means a freestanding building containing only one dwelling unit.

"Sketch plan" means a rough design of a proposed development used when meeting with staff prior to the formal submission of a preliminary plat.

"Storage building and warehouse" means a facility for the storage of cars, boats, household items, furniture, and other non-perishable items in a warehouse style building.

"Storage unit" means a locker or garage style space that is rented for the storage of personal possessions that is typically contained in a structure or structures on one lot having multiple units of varying size that may or may not be climate controlled.

"Story" means that portion of a building, excluding a basement, included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it.

"Street" means a public thoroughfare which affords principal means of access to abutting property and includes highways, avenues, boulevards, parkways, roads, lanes, walks, alleys, viaducts, subways, tunnels, bridges, public easements, rights-of-way and other public ways or thoroughfares.

"Street naming plan" means the criteria for naming streets within the city developed and administered by the county's E911.

"Street, arterial". See "Arterial street".

"Street, collector". See "Collector street".

"Street, dead end". See "Dead-end street".

"Street grading plan" means a scale accurate drawing or set of drawings depicting street grade elevations at various points within the private and public rights-of-way according to standards established by the city engineer's office.

"Street, local". See "Local street".

"Street, major". See "Major street".

"Street, minor". See "Minor street".

"Street right-of-way width" means the distance between property lines measured at right angles to the centerline of the street.

"Structural alteration" means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders or any structural change in the roof.

"Structure" means anything constructed or erected which requires location on the ground or is attached to something having a location on the ground, including but not limited to

buildings, advertising signs, billboards, and poster panels but not including fences or boundary or retaining walls.

"Subdivider" means any person or group of persons, including anyone acting as an authorized agent for a landowner, who directly or indirectly causes land to be subdivided.

"Subdivision" means the division of a tract or parcel of land into lots for the purpose, whether immediate or future, of sale or of building development, and any plat or plan which includes the creation of any part of one or more streets, public easements, or other rights-of-way, whether public or private, for access to or from such lots, and the creation of new or enlarged parks, playgrounds, plazas or open spaces

"Subdivision grading plan" means a scale accurate drawing or set of drawings depicting elevations at various points throughout the subdivision as required by standards established by the city engineer.

"Subdivision, major". See "Major subdivision".

"Subdivision, minor". See "Minor subdivision".

"Telecommunication facility" means any installation composed of wires, cables, pieces of equipment, pieces of machinery, structures and/or supporting elements necessary to produce non-ionizing electromagnetic radiation within the range of frequencies from 100 KHz to 300 GHz and operating as a discrete unit to produce a signal or message.

"Tourist home" means a dwelling in which sleeping accommodations in less than ten rooms are provided or offered for transient guests for compensation.

"Travel trailer" means a wheeled portable structure not more than eight feet in body width designed to be towed by a vehicle and used as a temporary dwelling.

"Travel trailer park" means a plat or parcel of land, under single ownership, which has been improved for the purposes of locating travel trailers.

"Travel trailer site" means a parcel of land within a travel trailer park designed and improved for the accommodation of not more than one travel trailer.

"Treatment facility" means any use established under NDCC Chapter 10-19.1 or 1033 which (a) is licensed under the NDCC Chapters 23-16, 23-17 or 23-17.1 that provides public or private emergency evaluation or treatment, outpatient care and inpatient care to persons suffering from a mental disorder or chemical dependency operated by the department of human services or under contract with said department, (b) is licensed by the department of human services under NDCC Chapter 25-03.2, or (c) provides care, custody, treatment, day activity, work activity, extended employment services and other treatment or services to developmentally disabled persons or persons suffering from any mental or physical disability.

"Two-family dwelling" means a freestanding building containing two dwelling units.

"Use" means:

- a. Any purpose for which buildings, other structures or land may be arranged, designed, intended, maintained or occupied;
- b. Any occupation, business, activity or operation carried on (or intended to be carried on) in a building, other structure or on land; or
- c. A name of a building, other structure or tract of land which indicates the purpose for which it is arranged, designed, intended, maintained or occupied.

"Use group" means two or more activities similar in physical characteristics, traffic generation, location, utility services or municipal service requirements.

"Uses permitted" means activities permitted by this Title's regulations.

"Utility Service Group" means uses necessary for the safe or efficient operation of a telecommunications, gas, water, electric, refuse, storm sewer or sanitary sewage system for the benefit of the public.

"Vehicle or equipment repair" means any activity that requires removal, replacement, repair or installation of parts and tires.

"Yard" means an open space on a lot with a building or group of buildings, which open space lies between the buildings or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward, except as may be specifically provided in this Title.

"Yard, front". See "Front yard".

"Yard, rear". See "Rear yard".

"Yard, side". See "Side yard".

"Wholesale Group" means uses in which the principal activity is the sale of merchandise to individuals and corporations for resale to the public that functions in a manner where the merchandise is stored wholly within a completely enclosed building that may be fully climate controlled or have no climate control, no unusual fire or safety hazard is caused by the storage of the merchandise, no live animals are sold and no junk, wrecked automobiles, secondhand equipment, or other salvaged material or dead animals are stored or sold on the premises.

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President, Board of City Commissioners

Attest:

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City Administrator

Publication Dates:

First Consideration:

Second Consideration and Final Passage:

Publication Date:

Recording Date:

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**ORDINANCE NO. 1184**

An Ordinance to Amend and Re-enact  
the included sections of Chapter 13-15 of the  
Mandan Code of Ordinances  
Relating to Door-to-Door Sales and Solicitation

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

Chapter 13-15 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

**Section 13-15-02. Door-to-Door Sales Regulated - Penalty.**

The practice of going door-to-door at private residences without being requested or invited to do so for the purpose of selling or soliciting orders to sell goods, wares, merchandise, magazines, periodicals or personal services is allowed only as permitted by this chapter. Any person violating the provisions of this chapter is guilty of an offense, ~~punishable by a fine of one thousand (\$1,000), thirty days in jail or both.~~

**Section 13-15-03. Door to Door Sales; Permit Required – Application.**

Any person or organization desiring to engage in door-to-door sales in residential areas for the purpose of selling or soliciting orders to sell goods, wares, merchandise, magazines, periodicals or personal services, may do so provided they comply with the provisions of this chapter and obtain a permit to do so by filing an application with the ~~Office of City Administration~~ Mandan Police Department. The application must be on a form provided by the ~~City police department~~ and contain the following:

1. Applicant's name, present home address, present business address, current telephone number and e-mail address.
5. If the applicant is a business and the application is for multiple sales persons, a complete listing of the name, date of birth, social security number, local address and telephone number of each sales person that will conduct sales in the City must be provided.

An applicant for a door to door sales permit must be a person of good character, integrity, honesty whose prior activities, criminal record, including arrest record or pending criminal cases, reputation, habits, and associations do not pose a threat to the public interest of this state or to safety or security of the citizens in their homes. A permit may not be issued to a person whose prior conduct indicates a threat to the safety of other persons. ~~The City may conduct a back-round check~~ Mandan Police Department will conduct a background check on any applicant applying for a door-to-door sales permit. A permit may not be issued to an applicant unless the applicant has obtained a transient merchant license from the Attorney General, pursuant to NDCC Chapter 51-04, if required, or the applicant has obtained a statement from the Attorney General that a transient merchant license is not required.

~~City Administration~~ The Chief of Police shall issue or deny door-to-door sales permit within a reasonable time of receipt of the application. Written notice of a denial must be mailed to the applicant at the address listed as current on the application. The notice shall contain a statement of the facts upon which the denial is based.

#### **Section 13-15-04 Issuance of Permit and Terms Thereof.**

1. Upon approval of the application, the ~~City Administrator~~ Chief of Police shall issue a permit to the applicant.

2. ~~The permit must have a number on it which shall also be placed on the applicant's application file. The permit or permits must also contain the name of the applicant and the name of the sales person. Each sales person shall wear a permit in a visible manner during all sales activities. The permit is to be in the form of a photo identification badge and must be worn at all times by the applicant when selling. Permits will be issued to each employee or agent of the applicant that will engage in sales.~~

3. ~~The permit shall be issued for a period of one year. The permit fee shall be \$200 plus an additional \$25 for each additional sales person to be included on the permit. The permit must have a number on it which shall also be placed on the applicant's application file. The permit or permits must also contain the name of the applicant and/or the name of the sales person. Each sales person shall wear a permit in a visible manner during all sales activities.~~

4. The permit shall be issued for a period of one year. The permit fee shall be \$200 plus an additional ~~\$25~~ \$40 for each additional sales person to be included on the permit.

#### **Section 13-15-05 Revocation of Permits. (Suspension or Revocation of Permits)**

1. ~~Permits issued under the provisions of this chapter may be revoked by the Board of City Commissioners Title 5-51 after notice and hearing, for any of the following causes:~~ Permits issued under the provisions of this chapter may be revoked by the Board of City Commissioners after notice and hearing, for any of the following causes:

- a. Fraud, misrepresentation or false statement contained in the application for a permit.
- b. Fraud, misrepresentation or false statement made in the course of carrying on business.
- c. Any violation of this chapter.
- d. Conviction of any crime involving theft or dishonesty.
- e. Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- f. In the event the Chief of Police acquires information that a permittee is engaging in fraudulent sales practices, he may issue an order immediately suspending said permit pending notice and hearing as provided above.

2. Notice of the hearing for revocation must be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice must be mailed,

registered certified mail, to the address of the licensee as contained in the application, at least five days prior to the date of the hearing.

**Section 13-15-08 Locations Where Solicitation Prohibited.**

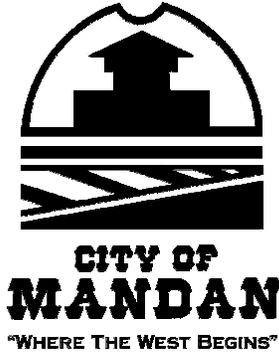
~~Notwithstanding the sales or solicitations allowed under this chapter, no person may solicit or sell at any private residence, business or establishment if there is placed on the premises in an observable location, a sign at least 10 square inches in size Title 5 52 bearing the words "No Trespassing",~~ Notwithstanding the sales or solicitations allowed under this chapter, no person may solicit or sell at any private residence, business or establishment, if there is placed on the premises in an observable location, a sign at least 10 square inches in size bearing the words "No Trespassing", "No Soliciting", or similar notice.

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

Attest:

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

First Consideration:            May 6, 2014  
Second Consideration  
and Final Passage:            May 20, 2014  
Publication:                      June 13, 2014



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** May 20, 2014  
**PREPARATION DATE:** May 7, 2014  
**SUBMITTING DEPARTMENT:** Building Inspection Dept.  
**DEPARTMENT DIRECTOR:** Doug Lalim  
**PRESENTER:** Doug Lalim, Dept. Manager  
**SUBJECT:** Consider for adoption a resolution revising Building Permit Fees and adopting a project value chart.

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**STATEMENT/PURPOSE:** Adjust building permit fees to be more consistent with the fees charged by surrounding communities and adopt the International Code Council Building Valuation Data chart, with modifications appropriate to construction in Mandan, in order to have a recognized standard for setting values for construction.

**BACKGROUND/ALTERNATIVES:** N/A

**ATTACHMENTS:**

- Resolution
- Mandan Building Permit Fee Schedule
- International Code Council Building Valuation Data

**FISCAL IMPACT:** The Impact to the Building Department revenue should increase the revenue on smaller jobs slightly and bring the larger job revenue closer in line with surrounding communities.

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** Documents have been sent to City Attorney Brown for his review.

**RECOMMENDATION:** I recommend approval of the attached Resolution amending Building Permit Fees and adoption of the project value chart to be administered by the Office of the Building Official for the City of Mandan.

**SUGGESTED MOTION:** Move to approve the Resolution amending the Building Permit Fees and adopting the International Code Council Building Valuation Data chart as modified for use in Mandan to be administered by the office of the Building Official for the City of Mandan.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider for adoption a resolution revising Building Permit Fees and adopting a project value chart.

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**RESOLUTION AMENDING PERMIT FEES ADMINISTERED  
BY THE OFFICE OF THE BUILDING OFFICIAL  
FOR THE CITY OF MANDAN, NORTH DAKOTA**

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

WHEREAS, the City of Mandan is empowered to regulate and supervise, through the issuance of building permits, the construction, alteration, moving, repair and use of structures on property located within the City's corporate limits and within the extraterritorial zoning jurisdiction of the City of Mandan; and

WHEREAS, the City of Mandan has provided by Ordinance that the fees for such permits may be determined from time to time by resolution of the Board of City Commissioners; and

WHEREAS, it is the desire of the Board of City Commissioners to establish such fees as may be necessary to fund the orderly and cost effective administration of the Building Permit Department.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, AS FOLLOWS:

1. The permit fees and permit values for all permits administered and regulated by the City of Mandan Building Department shall be amended as denoted on the attached schedules, and as so amended be adopted;
2. The amended fee schedule and International Code Council Building Standards project value chart, as modified for use in Mandan, shall be in force and effective from and after the 1<sup>st</sup> day of July, 2014; and
3. A copy of the amended fee schedule and project value chart shall be filed in the office of the City of Mandan Building Official.

Dated this 20th day of May, 2014

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

Attest:

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

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider for adoption a resolution revising Building Permit Fees and adopting a project value chart.

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MANDAN BUILDING PERMIT FEE SCHEDULE

PERMIT TYPE	TOTAL VALUE OF JOB	PERMIT FEE
Building Permit	\$0.00 to \$500	\$40.00
	\$501 to \$2,000	\$40.00 for first \$500, PLUS \$1.85 for each additional \$100.00
	\$2,000 to \$25,000	\$67.75 for first \$2,000 PLUS \$8.40 for each additional \$1,000.00
	\$25,001 to \$50,000	\$260.95 for first \$25,000 PLUS \$6.10 for each additional \$1,000.00
	\$50,001 to \$100,000	\$413.45 for first \$50,000 PLUS \$4.20 for each additional \$1,000.00
	\$100,001 to \$500,000	\$623.45 for first \$100,000 PLUS \$4.00 for each additional \$1,000.00
Plumbing Permit	\$500,001 to \$1,000,000	\$2,223.45 for first \$500,000 PLUS \$3.20 for each additional \$1,000.00
	\$1,000,001 and up	\$3,823.45 for first \$1,000,000 PLUS \$3.00 for each additional \$1,000.00
	One and Two Family Dwellings Multi-Family Dwellings	\$50.00 for first Bathroom PLUS \$25.00 for each additional Bathroom
Utility Permits	Commercial and Industrial Water Heater replacement Lawn Sprinkler	\$50.00 for each Bathroom \$50.00
	Fuel and Gas	\$50.00
	Sewer	\$75.00
	Water	\$75.00
	Septic System	Permit thru Health Department
Additional Permits	Signs	\$45.00
	Moving	\$50.00
	Demolition - Comm. Needs Asbestos Inspection Manufactured Home on rented lot	\$50.00 \$200.00
Additional Fees	Certificate of Occupancy	Included in Permit Fee
	Mileage	State Rate
	Water Meter	Current Cost
	Additional Inspection Park Dedication Fee Plan Review Fee	\$50.00 Single Family - \$500.00; Multi-Family - \$250.00/Unit, Comm. And Ind. - \$1,000.00 Up to 50% of Permit Fee TBD
Penalty Fees	All Permits	Up to Double Fee rate





### Building Valuation Data – February 2014

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2014. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2012 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

#### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and

does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

#### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

#### Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

#### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

#### Example

Type of Construction: IIB  
Area: 1st story = 8,000 sq. ft.  
2nd story = 8,000 sq. ft.  
Height: 2 stories  
Permit Fee Multiplier = 0.0075  
Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:  
B/IIB = \$158.70/sq. ft.
3. Permit Fee:  
Business = 16,000 sq. ft. x \$158.70/sq. ft x 0.0075  
= \$19,044

Board of City Commissioners

Agenda Documentation

Meeting Date: May 20, 2014

Subject: Consider for adoption a resolution revising Building Permit Fees and adopting a project value chart.

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**Important Points**

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**Square Foot Construction Costs** <sup>a, b, c, d</sup>

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	224.49	217.12	211.82	202.96	190.83	185.33	196.14	174.43	167.83
A-1 Assembly, theaters, without stage	205.71	198.34	193.04	184.18	172.15	166.65	177.36	155.75	149.15
A-2 Assembly, nightclubs	177.15	172.12	167.31	160.58	150.83	146.74	154.65	136.68	132.81
A-2 Assembly, restaurants, bars, banquet halls	176.15	171.12	165.31	159.58	148.83	145.74	153.65	134.68	131.81
A-3 Assembly, churches	207.73	200.36	195.06	186.20	174.41	168.91	179.38	158.02	151.41
A-3 Assembly, general, community halls, libraries, museums	173.36	165.99	159.69	151.83	138.90	134.40	145.01	122.50	116.89
A-4 Assembly, arenas	204.71	197.34	191.04	183.18	170.15	165.65	176.36	153.75	148.15
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
E Educational	192.11	185.49	180.05	171.90	160.09	151.62	165.97	139.90	135.35
F-1 Factory and industrial, moderate hazard	108.42	103.32	97.18	93.38	83.24	79.62	89.22	68.69	64.39
F-2 Factory and industrial, low hazard	107.42	102.32	97.18	92.38	83.24	78.62	88.22	68.69	63.39
H-1 High Hazard, explosives	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	N.P.
H234 High Hazard	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	57.71
H-5 HPM	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
I-1 Institutional, supervised environment	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
I-2 Institutional, hospitals	302.44	295.85	290.11	281.84	266.80	N.P.	275.58	249.09	N.P.
I-2 Institutional, nursing homes	209.38	202.79	197.05	188.78	175.72	N.P.	182.52	158.01	N.P.
I-3 Institutional, restrained	204.27	197.68	191.94	183.67	171.10	164.68	177.41	153.40	145.80
I-4 Institutional, day care facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
M Mercantile	132.04	127.01	121.20	115.47	105.47	102.39	109.54	91.33	88.45
R-1 Residential, hotels	179.14	172.89	167.90	160.83	147.95	144.10	160.52	132.93	128.36
R-2 Residential, multiple family	150.25	143.99	139.01	131.94	119.77	115.91	131.62	104.74	100.18
R-3 Residential, one- and two-family	141.80	137.90	134.46	131.00	125.88	122.71	128.29	117.71	110.29
R-4 Residential, care/assisted living facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
S-1 Storage, moderate hazard	100.53	95.44	89.29	85.49	75.57	71.95	81.34	61.02	56.71
S-2 Storage, low hazard	99.53	94.44	89.29	84.49	75.57	70.95	80.34	61.02	55.71
U Utility, miscellaneous	75.59	71.22	66.78	63.37	56.99	53.22	60.41	44.60	42.48

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

**MANDAN BUILDING PERMIT FEE SCHEDULE**

**FEE SCHEDULE FOR COST FACTOR**

Up to \$500.....	\$35
Up to \$1000.....	\$40
Up to \$2000.....	\$45
\$2001 - \$500,000.....	\$45 + 4.50/1000
\$500,001 to \$750,000	\$2,500 + 4.25/1000
\$750,001 over.....	\$3,200 + 4.00/1000
<b><u>PROJECTS</u></b>	
Additions.....	Cost Factor
Carports.....	\$50
Decks.....	\$35 - 200sf \$40 - 201sf-500sf \$50 - Over 500sf
Enclosed Decks.....	Cost Factor
Demolitions/Res.....	\$45 or Cost Factor
Demolitions/Com.....	Cost Factor
Entries.....	\$1,000 Dep. Required \$40 - 120sf or less \$50 - 121sf to 170sf See Addition if over 170sf
Fences over 8'.....	\$100 first 5' \$1/ft after
Fireplaces.....	\$45
Garages.....	\$75 - single \$85 - double \$100 - triple
(336sf/stall)	
3+ Stalls	Cost Factor
Miscellaneous.....	\$35
Moving.....	\$40 Res + 1,000 Dep \$35 Garage
Commercial.....	Cost Factor + \$1,000 Dep
Mobile Home.....	\$35 - Owned Lots
New Mobile Home....	\$300 - All Lots
Older Mobile Home	\$200 - All Lots
Patio Doors.....	\$35
Pole Barns.....	\$55 (minimum) Cost Factor
Satellite Dish.....	\$100 - 4' and larger
Sheds.....	\$40 - 120sf \$50 - 121sf to 144sf
9x 16 -Garage Fee	
Signs.....	\$45
Swimming Pools.....	Cost Factor
Towers.....	\$100 (1 <sup>st</sup> 40' + \$5/ft after)
Underground tanks..	Cost Factor
Wind Generators.....	\$100 (1 <sup>st</sup> 40' + \$5/ft after)

\$100 Park Fee for any addition est. after 1982 unless a re-plat (per each unit).

**COST FACTOR PER Sq Ft**

Main Floor.....	\$80
Second Floor.....	\$65
Basements.....	\$20 - unfinished \$30 - finished
Additions.....	\$55 - residence \$33 - mobile home
Garages.....	\$25 \$20 - 3+ or oversized
Breezeway.....	\$20
Carports.....	\$20
Cold Storage.....	\$35 or bid
Crawl Space.....	\$15
Decks.....	\$20
Entries.....	\$20
Sheds.....	\$15
Pole Barns.....	\$20

**UTILITY PERMITS**

Gas.....	\$50
Plumbing.....	\$50
Apts only.....	\$50 - 1 <sup>st</sup> unit \$40/add.units
Sewer.....	\$75
Water.....	\$75
Water Heater.....	\$50
Lawn Sprinkler.....	\$50
Septic System.....	\$75
Propane Tanks.....	\$50

**ADDITIONAL FEES**

Certificate of Occ. ....	\$50 - Res & Com
Variance.....	\$55
Mileage.....	\$50
Reports.....	\$75/yr
Park Fees.....	\$100
Water Meter.....	\$486.00 or current cost
Additional Inspect....	\$55/hr

**PENALTY FEES**

Residential.....	Fee Doubled
Commercial.....	Fee Doubled - min \$100
Water Heater.....	\$100
Lawn Sprinkler.....	\$100

Minimum fee on all permits is \$35.00  
Revised (09-06-11)

**Effective Date (01-01-12)**