AGENDA
MANDAN CITY COMMISSION
NOVEMBER 3, 2015
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

A. ROLL CALL:
   1. Roll call of all City Commissioners.
   2. Presentation of retirement award to Dennis Bullinger.

B. APPROVAL OF AGENDA:

C. PUBLIC COMMUNICATIONS;

D. MINUTES:
   1. Consider approval of the following minutes:
      i. October 13, 2015 – Joint Mtg. with Bismarck City Commission
      ii. October 20, 2015 – Regular Board Meeting

E. PUBLIC HEARING:

F. BIDS:

G. CONSENT AGENDA:
   1. Consider Contract from Eide Bailly for auditing services.
   2. Consider closing CDBG/CDLF Projects Bank Account at Wells Fargo.
   3. Consider Consulting and Services Agreement for payroll and human resource services with Central Billing, Inc.
   4. Consider replat of Lot 2, Block 2, North Prairie Second Subdivision
   5. Consider closing Administrative offices day after Thanksgiving.
   6. Consider approval of N.D. Tourism marketing grant agreement
   7. Consider proclaiming Nov. 28 as Small Business Saturday in Mandan.
   8. Consider Municipal Advisor Agreement with Dougherty & Company LLC for financial consulting services.
   9. Consider Out-of-State Travel & Training for Sergeant Haug - Nov. 15-20, 2015.
   10. Consider plat of Heart Ridge Twinhome Addition
   11. Consider for approval Partial Payment # 5 – FINAL, to Thirkettle Corporation for the Water Meter Improvements Project
   12. Consider replat of Blocks 1 and 3, West Hills Estates Fourth Addition.

H. OLD BUSINESS:

1. Update from Advanced Engineering and Environmental Services regarding the Water Meter Improvements Project.

I. NEW BUSINESS:

1. Consider Combined Communications Center Agreement.
2. ~~Consider Request for Proposals for Proposals for issuance of sales tax bonds. (see also Resolutions & Ordinances No. 5)~~
3. Consider Wastewater Treatment Facility Change Order No. G-2
4. Consider deadline for bid opening for Street Improvement District projects requesting funding by special assessment method.

J. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance No. 1224 renaming street in Lakewood Commercial Park Fourth Addition
2. First consideration of Ordinance No. 1225 amending Section 105-4-4 of the municipal code relating to floodplains
3. Second consideration and final passage of Ordinance No. 1222 making additions to city code related to snow removal and use of streets
4. Second consideration and final passage of Ordinance 1223 amending Chapters 101 and 105 of the Mandan Municipal Code
5. ~~Consider resolution regarding sales tax revenue bonds authorizing officials to fulfill preliminary requirements for the issuance of sales tax bonds.~~

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. November 17, 2015 – 4 p.m. Service Awards
2. December 1, 2015
3. December 15, 2015

M. ADJOURN

Public Communication

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

Dennis Bullinger:

- Born & raised in Mandan
- Joined the United States Army in 1970 where he would achieve the rank of an E-4
- Basic Training in Ft Lewis, Washington
- AIT (Advanced Individual Training) in Ft Sill, Oklahoma
- Served in both Vietnam & Cambodia
- He started in the 25th Infantry - Field Artillery Division
- And would later serve in the 23rd Infantry – Field Artillery Division
- The 25th Infantry – Field Artillery Division was the first artillery unit in Cambodia
- After serving 11 month overseas, he received orders to report to Oakland, California where he would accompany the body of a Mandan boy that had been KIA (Killed in Action) back to North Dakota.
- He served out the rest of his term in Ft Knox, Kentucky
- He received an Honorable Discharge in late 1971
- In 1972 he Married Sandy Graner and worked in an automotive repair shop
- In July of 1973 he was hired by the Mandan Police Department under a Federal OJT program
- His first assignment was in Support Services where his duties included parking enforcement, animal control and traffic sign installation
- In 1974 he attended the Law Enforcement Basic Training Academy in Bismarck and became a police officer
- Between 1974 and 1986 he worked his way through the ranks serving as a corporal, sergeant and lieutenant (Police Officer 1974, Corporal 1976, Sergeant 1977, Lt 1979)
- He worked in both Patrol and Investigations
- He investigated a wide variety of cases including homicides, robberies, burglaries, drugs, domestic violence and prostitution
- He worked his first homicide case in 1976
- In 1979-1980 he worked on the homicide of Harold Lawrence. A cold case.
- Lawrence was a Mandan business man that had been robbed, bound and strangled to death
- He is confident the case has been solved, but the perpetrator is deceased
- He also worked on other homicides including a stabbing death at a local bar, a young man who killed his parents and a domestic homicide.
- There was also a case in the late 1970's that involved a man from the State of Maine. He was a gymnastics coach. He had travelled to Mandan and had a young teenaged girl (13-14 year old) girl with him. They were located at a Mandan motel and the teenager was safely recovered. The man took his own life.
- In 1986 he was promoted to Deputy Chief of Police
- In 1991 he completed Northwestern' s Police Staff & Command School
- In 1998 he graduated from the FBI National Academy (less than 3-4% of police officers across the nation ever get a chance to attend this training)
- In 2003 he completed his Bachelor's Degree at the University of Mary
- In 2007 he was promoted to Chief of Police

- Other things……
- When he first started at the department police officers walked the “beat”. During the day they would do it in between bike (car marker) rounds and talk to people. At night they did it to check doors and conducted bar checks.
- The department only had 2 patrol cars back then
- Their radios only had one frequency. If you wanted to talk to another department you would have needed another radio.
- The PD was located at 110 Collis Avenue. It was also City Hall. There was a building beside it that was Public Works.
- The only equipment they carried was a handgun, handcuffs and a night stick.
- They hand wrote all of their police reports, the first computers used at the PD was in the late 1980’s or early 1990’s and they used Tandy computers with those big floppy disks.

Congratulations Chief on your 42 years of dedicated service to the citizens of Mandan.

The Mandan City Commission met in a Joint Meeting with the Bismarck City Commissioners at 5:15 p.m. on October 13, 2015 in the Tom Baker Meeting Room in the City/County Office Building, 221 North 5th Street, Bismarck, ND. Present for the Mandan City Commission were Mayor Van Beek, Commissioners Tibke, Rohr, Laber, and Braun along with City Administrator Neubauer. In attendance for the Bismarck City Commissioners were: President Seminary, Commissioners Grossman, Guy, Marquardt, and Askvig (participated by telephone).

NEW BUSINESS:

Joint meeting with City and Bismarck City Commissioners to discuss the HANNA:KEELAN ASSOCIATES Housing Demand Study. The Board of City Commission of Mandan and the Board of Commissioners of Bismarck considered the request to receive the Bismarck and Mandan Housing Demand Analysis from Hanna:Keelan Associates, P.C.

Lonnie Dickson, Hanna:Keelan Associates, appeared before the Board of City Commissioners for Bismarck and Mandan. He presented the Executive Summary of the report.

Mandan Commissioner Tibke said she appreciated the outline of the action steps so the two communities can work together instead of this study just sitting on a shelf. It's great to start with the high action items then move on from there. Mr. Dickson said those steps walk the two communities through the process for the next fifteen years. Mandan Commissioner Laber said on Page 10, action step six, they wrote to routinely inspect rental housing units to ensure minimum standards. She said with the housing market as it is, you can see people living in housing units that are dilapidated and targeting those inspections and making sure we are doing the right thing for our citizens. In her mind, that should be a short-term goal. Mr. Dickson said this can be controversial but he's seen it work in large and small communities. He also said some residents won't complain especially if there isn't much other housing available or it's more than they can afford.

Bismarck Commissioner Guy brought up the tri-annual health assessment conducted by Bismarck-Burleigh Public Health and area medical centers. They polled the community as to what the community felt their health needs were and the number one economic factor affecting the health of our community is lack of affordable housing. She would like to meet with the Mandan counterpart to explore what that housing partnership might look like and see what our high priority recommendations are and how we might solve them.

Mandan Commissioner Rohr asked how we can go about allowing for affordable housing. Mr. Dickson said that is why they have the rental housing inspection process. Every community has buildings with deferred maintenance and communities need to be proactive to prevent that. Citizens are looking for three and four-bedroom housing options and looking at converting existing housing is an option.

Bismarck President Seminary said this is a unique meeting of both commissions. There is some big stuff here and more than we anticipated, so he thinks we should agree to

move forward with point person for each commission. Separately we need to discuss what should we do out of the study and then get back together at some future time to be determined. Bismarck Commissioner Grossman was wondering how we break this down into manageable parts and that's just what Bismarck President Seminary suggested. The enforcement aspect makes him wonder how many employees we would have to add to carry that out. So we should start with the manageable parts and go from there. Mandan President Van Beek said they would take that under advisement for their next meeting over in Mandan.

Mr. Dickson said it's not just municipal housing but also the other stakeholders in the community. Bring each of the representatives together. Bismarck Commissioner Guy said when she looked at the draft study; it's big and all encompassing. It's meant to be done over 15 years, not all at once.

The Board of City Commissioners of Bismarck and Mandan adjourned at 5:52 p.m.

FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. October 20, 2015
2. November 3, 2015
3. November 17, 2015 – 4 p.m. Service Awards

/s/ James Neubauer
James Neubauer,
City Administrator

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

The Mandan City Commission met in regular session at 5:30 p.m. on October 20, 2015 in the Ed "Bosh" Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Braun, and Laber (via teleconference call). Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, and Building Official Lalim. Absent: Assessor Shaw.

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

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

D. MINUTES:

1. Consider approval of the following minutes from the Board of City Commission October 6, 2015 regular meeting. Commissioner Braun moved to approve the minutes as presented. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

1. Consider concurrence with DOT's recommendation to award low bid for I-94 Business Loop and Memorial Highway Sign Improvements. (Resolution No. 6).
Planning & Engineering Director Froseth stated that the DOT has identified the signs that need to be replaced in the City of Mandan which is part of a larger project in this part of the state. They received bids and the low bidder was Traffic Safety Services, Inc. and the signs to be replaced in the City of Mandan require a 5% cost participation and also concurrence of the award of the low bid. The 5% cost participation share for the City of Mandan amounts to $940.00. Director Froseth recommended approving concurrence of the DOT's low bid to Traffic Safety Services, Inc.

Commissioner Rohr moved to approve the concurrence with DOT's recommendation to award low bid for I-94 Business Loop and Memorial Highway Sign Improvements. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

G. CONSENT AGENDA

1. Consider approval of monthly bills.

2. Consider confirmation of special assessments for Street Improvement District #176.
3. Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation, Traffic Safety Office.
4. Consider for approval Replat of Lot 7, Block 1 Sylvester's Industrial Park 2nd Addition.
5. Consider for approval Replat of Fischer's 1st Addition.
6. Consider for approval the special assessments for Weed Cutting of 2015, Sidewalks of 2015 and, Health and Safety of 2015.
7. Consider for approval the assessment of Delinquent Utility Billing Accounts for 2015.
8. Consider approval of site authorization for Horse Race ND at Moscow Bar from November 1, 2015 through June 30, 2016.
9. Consider for approval the advertisement for bids of a new fire engine.
10. Consider approval of the following Special Sunday openings: (i) Mandan Moose #425 – Nov. 1, 2015 through Feb. 21, 2016; (ii) Lukes Bar LLC dba Silver Dollar Bar – Oct. 25, 2015 through December 27, 2015.

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. Update Mandan Park District. Cole Higlin, Mandan Parks and Recreation Director reported that with the passage of the additional .75% sales tax approved in June, they have formed the Building Committee which is responsible for working through the schematic designs. He reviewed the timeline of events of what is expected over the next couple of months, anticipating bid openings in early 2016. Northwest Contracting has been hired as the construction manager at risk which means that they have to give them a guaranteed maximum price before they go to bid. Director Higlin explained several delays that resulted from having to wait until they have that guaranteed maximum price including soil testing, the traffic study, & the preliminary plat application/survey. He provided a site plan of the construction project of the approaches. The goal is to present the final plans to the City of Mandan, the School District and the Park District within the next couple weeks. From the private donors, the only funds commitment received so far are from the Mandan Hockey Club. He explained how the naming rights process will work for the different areas within the complex.

2. Consider 3-way agreement for installation of water and sewer for Lakewood 9th Addition. Planning & Engineering Director Froseth presented a request to enter into a 3-way agreement for water and sewer installation for Lakewood 9th Subdivision which is located south of Memorial Highway and west of 40th Avenue SE, west of the Fire Station No. 2 in south Mandan. The utilities will benefit the developer. Therefore, they will be

paid for by the developer; thus entering into a 3-way agreement with the City of Mandan and the contractor. The City will then take over maintenance. A letter of certificate of deposit has been secured for funding. This is slightly different than the typical letter of credit. This process was discussed with Finance Director Welch and City Attorney Brown and it was determined the certificate of deposit would be sufficient assurance of funding for this project. The agreement reflects the certificate of deposit as acceptable funding assurance. Director Froseth recommended moving forward with approving the plans and specifications and to approve the resolution for the 3-way agreement. The Department of Health has reviewed and approved of the plans and specifications.

Commissioner Braun moved to approve the Resolution approving the plans and specifications and to authorize the execution of a 3-way agreement for installation of water and sewer improvements for Project 2015-17 for Lakewood 9th Addition. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. Consider 3-way agreement for installation of water and sewer for Meadowlands Addition. Planning & Engineering Director Froseth stated that this request is to enter into a 3-way agreement for the installation of water and sewer for Meadowlands Addition between the City of Mandan and the developer and contractor. This project is located between Memorial Highway and Third Street Southeast. The utilities will benefit the developer. Therefore it will be paid for by the developer, thus entering into a 3-way agreement with the City of Mandan and the developer & contractor. The City will take over maintenance upon completion of the project. A letter of credit was secured for this project and the plans were reviewed and approved by the City and the Department of Health. Director Froseth stated that this project consists of water and sewer improvements in the 18th Street corridor which bisects the property north-south. The developer will install their own utilities on either side of 18th. Director Froseth recommended moving forward with approving the plans and specifications and to approve the resolution for the 3-way agreement.

Commissioner Tibke moved to approve the Resolution approving the plans and specifications and authorize the execution of a 3-way agreement for installation of water and sewer improvements for Project 2015-10 for Meadowlands Addition. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber; Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. Consider amendments to Chapters 101 and 105 of City Code. City Planner Decker stated that the Planning and Zoning Commission has created a draft revision to the code. They have officially public noticed and conducted the public hearing at their September 28, 2015, meeting. At that meeting, the Planning & Zoning Commission recommended unanimously to forward this matter to the City Commission for their approval. This is a request to revise the City Code that addresses the Planning and

Zoning Commission's powers and duties, definitions, supplementary provisions, incidental use groups and special uses.

5. Consider Growth Fund Committee recommendations: On behalf of the Mandan Growth Fund Committee, Business Development & Communications Director Huber presented the following:
(i) Application for Flex PACE interest buy-down for BBCS Properties, LLC (Prairie Rose Dentists): Prairie Rose Dentists lease space from BBCS Properties, LLC who is planning to construct a 9,300 sq. ft. clinic building on Overlook Lane. This is at the intersection of Old Red Trail and Sunset Drive. Prairie Rose Dentists currently have two Bismarck locations so this will be their 3rd location expansion. It will ultimately accommodate five dentists for a total of 35 employees. They will be in operation Monday through Friday. Dr. Kevin Munns is available for any questions on the project. The application is for an interest buy-down through the Bank of ND's Flex Pace Program. The BND will provide up to $100,000 in interest buy down money that will take the interest rate down to as low as 1% provided that the local community deems the project important enough to provide 35% match, in this case, $53,846. This is a buy-down on a principal amount of $1.375 million in which this portion of the project is estimated at $3.55 million. The MGF Committee's unencumbered balance is $340,445. If this application is approved, after disbursement the balance would be $286,599. The MGF recommended with a 7-0 vote with 2 members absent to approve the project with the interest buy down with the local match of $53,846 to be structured as an unsecured loan repayable within 4 years after the 4 year buy down period with 3% interest rate to begin accruing at the start of the loan with all loan origination and filing fees to be paid by the borrower. Director Huber recommended approval of the application request from Prairie Rose Dentists as presented.

Commissioner Tibke moved to approve the application for Flex PACE interest buy-down for BBCS Properties, LLC (Prairie Rose Dentists) as the operating company for its new building with a local match of $53,846 to be structured as an unsecured loan with the terms as recommended. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber; Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

Director Huber stated that Bearscat Bakehouse has applied for two forms of assistance through the Mandan Growth Fund Committee, as follows:
(ii) Application for a Storefront Improvement at 111 Fifth Avenue NE by Bearscat Bakehouse: Kevin Cavanaugh was present to answer questions about this project. He has one Bearscat business located on State Street in Bismarck and another at the Mandan Aquatic Center. This project would be an expansion of an existing business in the area. He also serves as a professor at Bismarck State College in Business and holds a PhD. Director Huber provided details of the plans for construction. The renovation costs are estimated at $7,525. The MARC requested that the landscaping area east of the building be addressed as a part of the requirements of the project. The applicant and owner will get a cost estimate on that part of the project of which the MGF recommended that an allowance of $2,000 for landscaping be added to the project costs. This extended the

project costs to the maximum for matching funds at $5,762. Director Huber said there are uncommitted dollars allocated to downtown storefront improvements in the amount of $18,567. The MGF Committee voted 7-0 to recommend approval of the Bearscat Bakehouse's application for storefront improvements up to the maximum for matching funds of $5,762.

Commissioner Tibke moved to approve the application for a Storefront Improvement application by Bearscat Bakehouse at a 50% match rate to the actual investment for up to $5,762 matching funds to be provided as a forgivable loan upon project completion. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber; Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

(iii)Application for the Retail & Restaurant Incentive Program by Bearscat Bakehouse: Director Huber stated that this project was first addressed back in 2008. This application for the retail restaurant incentive is based on a square footage rate meant to help with reducing overall start-up costs aligned with the scope of the project. The application was for $5 per sq. ft. for the building's 3,500 sq. ft. Some factors that are considered by the MGF in determining an amount for this project were reviewed. The key points of operation hours were reviewed that included that the days of operation will be Tuesday through Saturday and provided the estimated start-up costs of $100,000. The MGF voted to recommend setting aside $7,500 = $3.75 sq. ft. over the first 12 months of operation.

Commissioner Braun moved to approve $7,500 as an incentive for the Retail & Restaurant Incentive Program by Bearscat Bakehouse payable in 12 equal monthly installments following each month of operation in Mandan. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber; Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

6. Consider City of Mandan designee for working with City of Bismarck on housing action plans. City Administrator Neubauer stated that the Bismarck Mandan Housing Demand Analysis has been completed and it has been suggested that Bismarck and Mandan work together on goals and action steps as suggested by the analysis. He stated that the next step is to appoint a Mandan City Commissioner as a point person for this endeavor.

Commissioner Tibke stated that she thinks it is important to work with Bismarck on this matter and that she suggested that a commissioner other than herself be appointed to this due to the fact that she is up for re-election in June 2016. It seems this project will be a long term project. Commissioner Laber stated she would be willing to work on this project.

Commissioner Tibke motioned to appoint Commissioner Shauna Laber as the City of Mandan designee to work with City of Bismarck on housing action plans. Commissioner

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

7. Consider appointing representative(s) to work with City of Bismarck and Burleigh County on agreements related to Combined Communications Center. City Administrator Neubauer stated that the City of Bismarck and Burleigh County have been working on the agreement related to Combined Communications Center between the cities of Mandan and Bismarck and Burleigh County. It is recommended that a Mandan City Commissioner be appointed as that representative to work with the three entities and to bring back an agreement for all the respective entities for consideration on the Combined Communications Center. Mayor Van Beek stated that he and Commissioner Tibke have been instrumental thus far with these discussions. He recommended that he and Commissioner Tibke take on the responsibility as the appointed Mandan City Commission representatives to work with the City of Bismarck and Burleigh County on the agreements related to the Combined Communications Center.

Commissioner Laber moved to approve appointing Mayor Van Beek and Commissioner Tibke as Mandan City Representatives to work with the City of Bismarck and Burleigh County on agreements related to Combined Communications Center. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

8. Update on the Cemetery cleanup and the status of the Grounds Maintenance building. Director of Public Works Wright provided the following update on the Cemetery cleanup and removal of items that are non-conforming: Items will need to be removed from the cemetery based on new rules and regulations passed on 7/21/15 that went into effect on 9/1/15. Patrons had until 10/15/15 to remove non-complying items. On 10/16/15 the Grounds Maintenance Staff began removing, labeling, and storing non-complying items of value that were not removed and will hold them in storage until 6/1/16. If anyone wants to retrieve a non-complying item that has been removed by the City, they can do so by contacting the Grounds Maintenance Department. If patrons still have items at the cemetery that are non-complying, they are encouraged to remove them. Family and friends are encouraged to pass this message on to others who might not be aware of the new rules and regulations. The goal is to have the cemetery in full compliance with the new rules and regulations by Memorial Day of next year. The construction of the new Grounds Maintenance Building is over 99% complete at this time. There is still landscaping and seeding to be done by City staff. Some items have been moved into the new building. However, the contractors will finish up before the total move happens. The project is under budget. Director Wright was available for questions on the projects.

J. <u>RESOLUTIONS AND ORDINANCES:</u>

1. *First consideration of Ordinance 1222 making additions to new city code related to snow removal and use of streets.* Planner Decker stated that in working with the City

Code Enforcer, this request is to update language within the new city code as it relates to snow removal and use of City streets so that there the Code Enforcer has clearer authority to enforce certain ordinances. These revisions will allow enforcement of certain items when issues arise that were not outlined in previous codes.

Commissioner Laber moved to approve the First consideration of Ordinance 1222 making additions to new city code related to snow removal and use of streets. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *First consideration of Ordinance 1223 amending Chapters 101 and 105 of the Mandan Municipal Code.* Commissioner Tibke moved to approve the First consideration of Ordinance 1223 amending Chapters 101 and 105 of the Mandan Municipal Code. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Second Consideration and Final Passage of Ordinance 1221 renaming street in Lakewood 8th Addition.* Commissioner Tibke moved to approve the Second Consideration and Final Passage of Ordinance 1221 renaming street in Lakewood 8th Addition. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Second Consideration and Final Passage of Ordinance 1204 adding a section on graffiti to Chapter 16 Nuisances.* Commissioner Laber moved to approve the Second Consideration and Final Passage of Ordinance 1204 adding a section on graffiti to Chapter 16 Nuisances. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Second Consideration of Ordinance 1220 adding prohibition against incendiary balloons, sky lanterns and celebration lanterns in Chapter 10 Fire Prevention and Protection.* Commissioner Braun moved to approve the Second Consideration of Ordinance 1220 adding prohibition against incendiary balloons, sky lanterns and celebration lanterns in Chapter 10 Fire Prevention and Protection. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

6. *I-94 Business Loop and Memorial Highway Sign Improvements Concurrence.* Commissioner Braun moved to approve the I-94 Business Loop and Memorial Highway Sign Improvements Concurrence. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS:

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 6:25 p.m. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City Commissioners

CITY OF MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 29, 2015
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	Audit Services

PURPOSE
To consider the Contract from Eide Bailly for auditing services.

BACKGROUND
On January 25, 2010 the City of Mandan entered into a three year Contract with Eide Bailly for auditing services for the years ended December 31, 2009, 2010 and 2011.

On December 4, 2012 the City entered into a three year Contract with Eide Bailly for auditing services for the years ended December 31, 2012, 2013 and 2014.

The City solicited Request for Proposals (RFP) to Mahlum Goodhart (Mandan), Eide Bailly, Brady Martz, and Office of the State Auditor. The City also published the Request for Proposals in the Mandan News on September 25 and October 2. The City received Proposals from Eide Bailly and Brady Martz.

After reviewing the technical qualifications and fees from the Proposals submitted by both firms, the Selection Committee (consisting of members from the City, Library and Airport) recommends Eide Bailly to provide auditing services for the years ended December 31, 2015, 2016 and 2017, with an option for the City to renew for two additional years.

ATTACHMENT
Contract from Eide Bailly

FISCAL IMPACT

YEAR	AUDIT	CAFR*	TOTAL
2015	$ 28,450	$ 2,500	$ 30,950
2016	$ 29,625	$ 1,000	$ 30,625
2017	$ 30,800	$ 1,000	$ 31,800

* CAFR (COMPREHENSIVE ANNUAL FINANCIAL REPORT) OPTIONAL

For comparison, the Audit fee (no CAFR) for 2014 amounted to $26,500. This is a budgeted line item. The City charges the Morton Mandan Public Library and Mandan Airport Authority for a portion of the Audit fee based on a percentage of annual expenses.

STAFF IMPACT
None

LEGAL REVIEW
Submitted to Malcolm Brown, City Attorney.

RECOMMENDATION
To approve the Contract from Eide Bailly for auditing services.

SUGGESTED MOTION
Move to approve the Contract from Eide Bailly for auditing services.

EideBailly

CPAs & BUSINESS ADVISORS

October 27, 2015

Greg Welch
Finance Director
Mandan City Hall
205 2nd Ave NW
Mandan, ND 58554

We are pleased to confirm our understanding of the services we are to provide City of Mandan for the years ended December 31, 2015, 2016 and 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Mandan as of and for the years ended December 31, 2015, 2016 and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Mandan's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Mandan's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary Comparison Schedules – General Fund and any other major funds required to present budgetary comparison schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Mandan's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of expenditures of federal awards.

2) Combining Balance Sheets – Nonmajor Governmental Funds

3) Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Nonmajor Governmental Funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) List of Elected and Appointed Officials

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

The *Government Auditing Standards* report on internal control over financial reporting and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mandan's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Mandan's major programs. The purpose of these procedures will be to express an opinion on City of Mandan's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also provide other nonattest services including employee benefit plan consulting.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133.-You agree to assume all management responsibilities relating to the nonaudit services we provide. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompany information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to any other nonaudit services we provide including employee benefit plan consulting. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal cognizant or grantor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant or grantor agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Barb Aasen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be as follows:

	2015	2016	2017
Audit of Financial Statements and Single Audit*	$28,450	$29,625	$30,800
Additional fee for review of CAFR if completed – fee in initial year CAFR is completed			$2,500
Fee for review of CAFR in each subsequent year			$1,000

*Fee includes single audit testing of 2 major programs. If more than 2 major programs need to be tested, fees will be $2,000 for each additional program.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed Practice*wise* Network, a network for small to mid-sized CPA firms across the nation. Each member firm of Practice*wise*, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of Practice*wise*. Each member firm of Practice*wise* is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of Practice*wise* or any other member firm of Practice*wise* and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of Practice*wise*.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Bismarck, North Dakota.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

Governing Law and Venue

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

TIME LIMITATION

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees (collectively "Eide Bailly"), against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

We appreciate the opportunity to be of service to City of Mandan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

EIDE BAILLY LLP

Barb Aasen

Barb Aasen, Partner

ACCEPTED BY **City of Mandan**

President/Chairman

Date

CITY OF MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners
Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 28, 2015
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	Close CDBG/CDLF Projects Bank Account

PURPOSE
To consider closing the CDBG/CDLF Projects Bank Account at Wells Fargo.

BACKGROUND
The City's CDBG/CDLF Projects Bank Account was established many years ago to facilitate the Community Development Block Grant (CDBG) and Community Development Loan Fund (CDLF) activity through the State of North Dakota and administered by the Lewis and Clark Regional Development Council (LCRDC) on behalf of the City. Due to the lack of activity since June 2011, Brent Ekstrom, Executive Director LCRDC, recommends closing the Account.

ATTACHMENT
None

FISCAL IMPACT
None

STAFF IMPACT
None

LEGAL REVIEW
Submitted to Malcolm Brown, City Attorney.

RECOMMENDATION
To approve closing the CDBG/CDLF Projects Bank Account at Wells Fargo.

SUGGESTED MOTION
Move to approve closing the CDBG/CDLF Projects Bank Account at Wells Fargo.

CITY OF
MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 28, 2015
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	Consulting and Services Agreement for payroll and human resource services with Central Billing, Inc.

PURPOSE
To consider the Consulting and Services Agreement for payroll and human resource services with Central Billing, Inc.

BACKGROUND
The City has contracted with Central Billing, Inc. (CBI) for payroll and human resource services since November 15, 2007. The proposed Agreement is for a term of one year beginning January 1, 2016 and ending December 31, 2016. The Agreement will renew automatically at the end of each year and a 60 day notice of any fee adjustment. The Agreement reflects the following changes:

- 3% increase in monthly minimum fee.
- Affordable Care Act (ACA) reporting generated required forms for employer and employee, and will be billed as a separate cost.

Due to the highly technical services provided to the City and its employees, and to avoid any disruption in the delivery of those services, the City should consider waiving the competitive bidding requirement.

ATTACHMENT
Consulting and Services Agreement from Central Billing, Inc.

FISCAL IMPACT
3% increase in monthly minimum fee = $210 per month or $2,520 per year.
The increase was included in the 2016 Budget.

STAFF IMPACT
None

LEGAL REVIEW
Submitted to Malcolm Brown, City Attorney.

RECOMMENDATION
To waive the competitive bidding requirement and approve the Consulting and Services Agreement for payroll and human resource services with Central Billing, Inc.

SUGGESTED MOTION
Move to waive the competitive bidding requirement and approve the Consulting and Services Agreement for payroll and human resource services with Central Billing, Inc.

CONSULTING AND SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made and entered into this ____ day of ____, 201_, by and between Central Billing, Inc., 322 Broadway, Fargo, North Dakota 58102 [CBI] and the City of Mandan, (City) 205 2nd Avenue NW, Mandan, North Dakota 58554.

RECITALS:

A. City is a North Dakota municipality with its principal office at 205 2nd Avenue NW, Mandan, North Dakota. City currently has 125 employees.

B. CBI is a North Dakota corporation with its principal office in Fargo, North Dakota. CBI provides data processing, payroll processing, tax and compliance services, flex cafeteria plan and benefit administration, coordinates work safety force programs and discounts and provides human resources management services [Services].

C. City desires to hire CBI to provide it Services.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, and upon the mutual covenants and promises contained herein, the parties agree as follows:

1. TERM OF AGREEMENT. This Agreement is for a term of one (1) years beginning January 1, 2016 and ending December 31, 2016. The agreement will renew automatically at the end of each year and a 60 day notice of any fee adjustment.

2. DESCRIPTION OF SERVICES. City exclusively hires CBI to provide the Services set forth in Exhibits A & B. Scope of Services include:

a. CBI shall provide, supervise, and control personnel necessary for performing the Services.

b. CBI will obtain and maintain any and all licenses, permits, certificates, insurance and bonds of any sort or nature whatsoever necessary for performing the Services.

c. Each party shall designate a contact for the exchange of information and City shall provide CBI in a timely manner with all records, information and internet access necessary for CBI to perform the Services.

d. City assumes sole and exclusive responsibility for supplying erroneous or late information and records.

e. CBI will process payroll frequency of bi-weekly.
CBI shall remit in a timely manner on City's behalf all payroll and required local, state and federal taxes and fringe benefits including but not limited to payroll and withholding taxes and unemployment, retirement, insurance premiums, workers compensation and unemployment premiums [required disbursements].

f. CBI shall initiate appropriate electronic transfers and checks for City's execution on City's designated account for payment of all required disbursements. City is solely responsible for penalties, interest and other consequences arising from its failure to execute checks or deposit sufficient funds to cover required disbursements. Attached as Exhibit B are the terms and conditions for CBI providing ACH/ETF services.

g. CBI will generate for City all applicable employment records including but not limited to I-9's, W-2's and W-4's.

h. CBI will prepare and maintain all citizenship/residency verification documents required by state and federal rules and laws.

i. CBI will follow any reasonable special instructions City gives for the performance of this Agreement.

j. CBI is not engaged in the practice of law or the provision of legal services and City alone is completely and independently responsible for its own rights and legal obligations.

k. The parties will fully comply with all applicable federal, state and local laws and regulations in performing this Agreement.

l. CBI will coordinate Worker's Compensation safety management programs (SMP).

3. PERFORMANCE OF SERVICES. The manner in which the Services are performed and the specific hours CBI works is determined by CBI. CBI shall devote such time and attention to the Services as is reasonably necessary for meeting City's business needs and commitments. These Services shall be professional, competent and efficient.

4. PAYMENT. City will pay CBI monthly. The fee schedule is:

a. $7,212.41 per month.

b. ACA reporting generated required forms for employer and employee will be billed as a separate cost.

5. BILLING. CBI will invoice City on or before the 5th day of each month and City will submit payment to CBI within three (3) days of the third Tuesday of each month that invoice is submitted. A finance charge of 1½% simple annual interest is charged on all balances 30 days or more past due.

6. EXPENSE REIMBURSEMENT. City will reimburse Company for reasonable out-of-pocket expenses for third party billings incurred during the provision of Services upon presentation by CBI of proper receipts therefor.

7. INSPECTION OF RECORDS AND RETURN OF PROPERTY. Both parties have the right to inspect and copy all records relating to the performance of this Agreement upon reasonable prior notice during normal business hours. Upon termination of this Agreement, each party shall promptly return property owned by the other provided there are no good faith claims against such property.

8. INDEPENDENT CONTRACTOR. CBI is an independent contractor and has exclusive control and direction over its employees and the manner in which services are performed. Neither CBI nor any of its employees are employees or agents of City. As an independent contractor, CBI has no authority, express or implied, to commit or obligate City in any manner whatsoever. CBI is responsible for paying all federal, state or local taxes arising from all fee payments made to CBI under this Agreement.

9. CBI BUSINESS. CBI may participate in any other business activity or endeavor while providing Services to the City so long as this participation does not violate any term or condition of this Agreement.

10. CONFIDENTIALITY. CBI will not directly or indirectly use or disclose "Confidential Information" outside of the City, either during or after the period of this Agreement.

11. FORCE MAJEURE. To the extent either party is precluded by acts of God, authority of law, strikes, lockouts, or other causes reasonably beyond its control from performing its obligations under this Agreement, such non-performance is excused to the extent that it arises from such causes. The party claiming force majeure shall notify the other party within twenty-four (24) hours of when it learns of the existence of such a condition and shall similarly notify the other within a period of twenty-four (24) hours after the condition is remedied.

12. INDEMNIFICATION. City shall indemnify, defend and hold CBI harmless from and against any and all claims, demands, actions, suits, either at law or in equity, penalties, costs, and/or other expenses of any kind whatsoever, including reasonable attorney's fees, which may arise or result from its failure to comply with the terms and conditions of this Agreement.

CBI shall indemnify, defend and hold City harmless from and against any and all claims, demands, actions, suits, either at law or in equity, penalties, costs, and/or other expenses of any kind whatsoever, including reasonable attorney's fees, which may arise or result from its failure to comply with the terms and conditions of this Agreement.

13. DEFAULT. Occurrence of any one or more of the following constitutes a default by CBI or City:

a. Failure to perform or observe any term or condition of this Agreement; or

b. A party (i) makes a general assignment for the benefit of creditors, (ii) files for or has filed against it relief in a proceeding in bankruptcy or under any law for relief of debtors, (iii) has a trustee or receiver appointed over it or its property, or (iv) takes any action for the purpose of effecting or consenting to the foregoing.

14. REMEDIES. If City fails to pay CBI any fee or expense due under this Agreement within 45 days of billing, CBI at its option may terminate this Agreement and declare all amounts due and to become due, immediately due and payable. Except as previously provided, if either party is in default under the terms of this Agreement, the defaulting party shall have a reasonable time after receipt of written notice from the non-defaulting party of any breach to correct the condition specified in the notice. If the defaulting party does not remedy the default within a reasonable time, the non-defaulting party then has the option to terminate this Agreement. The rights and remedies of the parties are cumulative and are not exclusive of any rights or remedies which they may otherwise have.

15. LIMITED LIABILITY. CBI is not liable for and is not responsible for any incidental, consequential or punitive damages. CBI's total liability for the Services under this Agreement is limited to an amount equal to the total fees paid to CBI by City during the term of this Agreement.

16. NOTICES. All written notices under this Agreement shall be hand delivered or sent postpaid to the other party by Certified Mail, Return Receipt Requested, to the address set forth above or to such other addresses as either party may in writing hereafter designate. Notices are considered delivered at the time of hand delivery or on the date of deposit in the United States mail.

17. COOPERATION. The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

18. ENTIRE AGREEMENT. This is the entire contract of the parties and it supersedes all prior written or oral agreements regarding the same.

19. MODIFICATION. Any modification to this contract shall be in writing signed by the duly authorized representatives of the parties.

20. SEVERANCE. If any term or provision of this contract is invalid or unenforceable, the remaining terms and provisions are not affected or impaired and they continue to have full force and effect.

21. GOVERNING LAW, VENUE AND ATTORNEYS FEES. This Agreement is construed and enforced in accordance with the laws of the State of North Dakota. The district court of Morton County, North Dakota, is the venue and exclusive forum for any case or controversy in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party is entitled to reimbursement for costs and expenses including reasonable attorney fees at trial and on appeal.

22. WAIVER. A failure by a party to exercise any of its rights under this contract upon one occasion shall not waive its rights to enforce them on another occasion.

23. ASSIGNMENT. This contract can be assigned only with the written consent of City.

24. BINDING EFFECT. The parties acknowledges by signing this Agreement that this Agreement has been read, that they are familiar with its terms, that they are willing to be bound by its terms and that this Agreement is binding upon them and inures to the benefit of the permitted successors and assigns of the parties.

Dated this _____ day of _____ 20__.

The parties have signed this Agreement in the manner appropriate to each.

Central Billing Inc.	City of Mandan
_____	_____
By: Kevin H. Wilson	By:
Its: President	Its:

EXHIBIT A

Payroll Key Services

- Department/Labor Analysis reports
- Department summaries of current, month and year-to-date data
- Detailed tax liability reports
- Report of cash needed to cover payroll and tax liabilities
- Deduction registers
- Vacation/sick earned and used tracking reports
- Direct deposit
- Payroll Software
- Electronic Pay Stubs
- Employee Self Service(employee online paystub retrieval)
- Garnishment Administration
- New Hire Reporting
- W-2
- Applicable ACA reporting

Tax & Compliance

- Verifying and analyzing payroll data
- Determining periodic tax liability
- Reconciling liability and remitting payments via EFT (electronic funds transfer)
- Receiving and responding to tax notices and inquiries
- Preparation & Filing of 941 Quarterly Reports
- Preparation & Filing of 940 Annual Unemployment Form
- Preparation & Filing of State Unemployment and Withholding Forms
- Tax Payments & Filings Due to State, Federal, & Local Agencies
- Payroll Tax Liability Report
- Verifying and analyzing payroll data
- Determining periodic tax liability
- Reconciling liability and remitting payments via EFT
- Job Service Reporting
- Workers' Compensation Reporting

Flex Cafeteria Plan Administration

- CBI communicates plan benefits and plans annual employee enrollments.

Benefit Administration

- Administer benefit plans offered employees including enrollments, terminations, plan design and review of costs and options. Coordinate with carriers, plan administrators and employees.

Worker's Compensation

- Coordinate with State of North Dakota for available safety programs and discounts.

Human Resource Management

- Background checks and other pre-employment screening
- Administration of HR policies and procedures
- Development of job descriptions and compensation plans
- Performance appraisals, disciplinary reviews and terminations
- Exit interviews
- HR compliance/recommendations
- Benefits education
- Administer pay plan
- Administer leave plan
- Administer sick plan
- Administer disciplinary policies
- Administer implement personnel policy/ordinances
- NDPERS coordination and education
- Wellness coordinator
- WSI liaison
- WSI LMS coordinator
- Employee education (i.e. harassment)
- EAP coordinator
- Monitor hiring practices review and advice
- Assist with discipline termination process
- Investigate policy violations
- Employee education policy & enhancement
- Appraisal process
- Job description reviews updates
- Document management
- Salary reviews & research
- Tasks as assigned
- Link between management and employees
- FMLA administration
- Employee announcements
- W-4
- Direct deposit change
- Address changes
- Document management
- Form development

Paperless Recruitment

- New employee search advertisements and placement
- Targeted marketing of job postings for open positions
- Online employment application process
- Applicant screening
- Applicant selection
- Applicant interviews
- Applicant rejection communication
- Eligibility tracking
- Contingent job offers and hiring process
- Collection of comprehensive demographic data from potential hires
- Pre-employment contingencies
- Background check
- Drug testing coordination

Digital Onboarding

- Secure digital signature collection
- Employee orientation
- Policy ordinance receipt
- E-Verify
- W-4 Processing
- I-9 Processing & Compliance
- Direct Deposit Enrollment
- EEOC Data
- Orientation
- Electronically signed documents and acknowledgements
- Benefit enrollment
- Digital employee file-record retention
- Time clock set up

Time Keeping (Electronic)

- Administer policies
- Collect and process employee punch data
- Maintain equipment
- Manage labor data
- Automated daily e-mail reports

Retirement

- Plan reporting
- Plan remittance
- Enrollments
- Terminations
- Plan Education
- TPA Coordinator

EXHIBIT B

TERMS AND CONDITIONS FOR ACH/EFT SERVICES

ACH/EFT SERVICES. City accepts the following terms, obligations and responsibilities in order for CBI to accomplish ACH/ETF services:

a. To execute all necessary documentation so that CBI may withdraw funds from City's bank account to process and pay required disbursements.

b. To execute any other documents which may be required for CBI to perform its responsibilities under the Agreement.

c. To have verifiable funds in the City bank account 3 banking days prior to payment due date for CBI to make debit entries.

d. The frequency and amounts of required disbursements will be based on the information and data furnished by City.

e. City shall immediately notify CBI by telephone or facsimile of any information or data error.

f. The Bank upon which required disbursements are drawn is not responsible for the frequency and amounts of such disbursements but may treat those documents or if directly authorized by the City.

g. City is responsible for all penalties, interest and other claims arising from its information and data errors and from any failure to maintain fund balances sufficient to meet required disbursements.

h. City will reimburse CBI for all charges, losses or expenses, incurred by CBI for returned withdrawal/debit entries due to insufficient funds or any other reason.

i. CBI is not responsible for the negligence of any other party and is not warranting or guaranteeing the services provided by any Third Party provider.

Consent No. 4

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, P.E., Principal Planner
SUBJECT:	Consider for approval replat of Lot 2, Block 2, North Prairie Second Subdivision

STATEMENT/PURPOSE:
Request is to replat a portion of lot 2 to create two lots.

BACKGROUND/ALTERNATIVES:
This area was platted in 1997. A portion of Lot 2 was sold to the neighbor. This request is to divide the remainder of Lot 2 into two parcels. One lot will be 5.66 acres and the other lot will be 2 acres.

There is an existing house on the west side of Lot 2.

This area is in the extraterritorial zone and no city utility services are available.

ATTACHMENTS:

1. Aerial photo
2. North Prairie Second Subdivision plat
3. Proposed replat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:
Recommend approval.

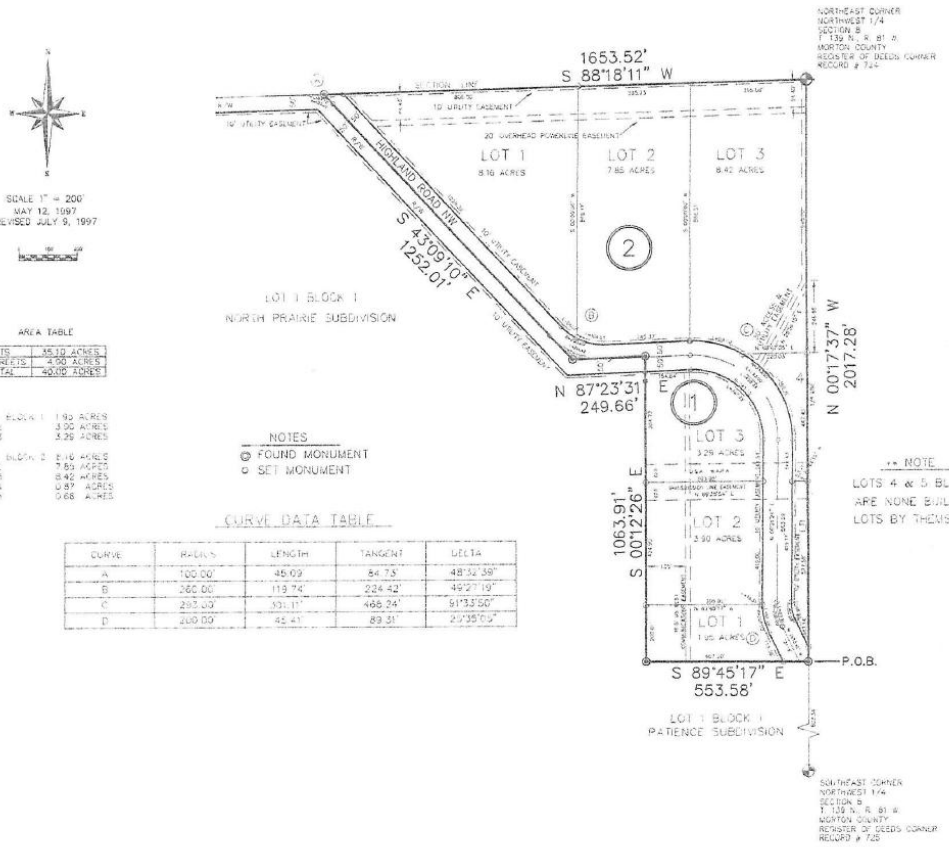
SUGGESTED ACTION:
Move to approve replat of Lot 2, Block 2, North Prairie Second Subdivision

North Prairie 2nd
Highland Rd N
Highland Rd N
Google earth
© 2015 Google

NORTH PRAIRIE SECOND SUBDIVISIO

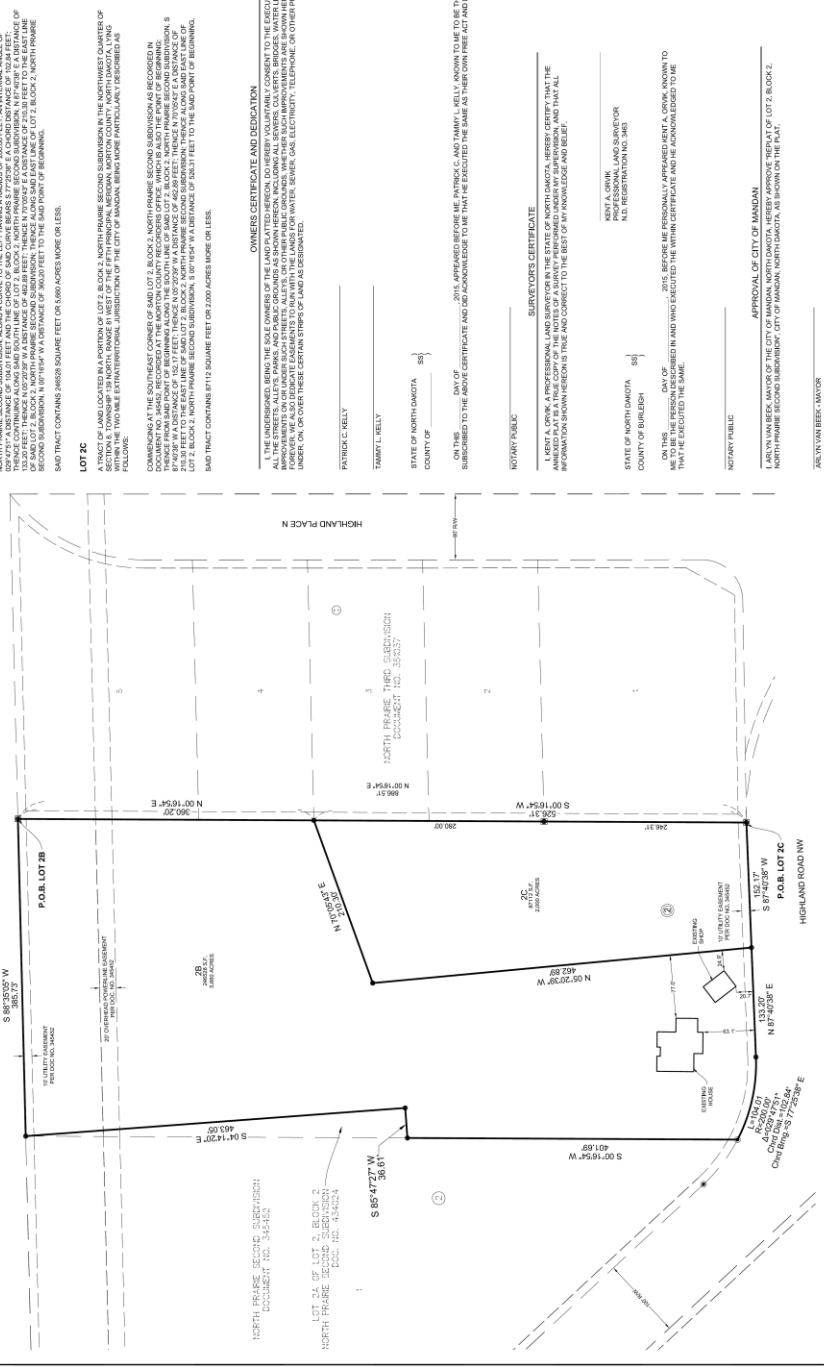
AUDITOR'S LOT C OF THE
NORTHWEST 1/4 SECTION 8, T. 139 N., R. 81 W.
MORTON COUNTY, NORTH DAKOTA

LYING WITHIN THE ONE MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANDAN, NORTH DAKOTA



REPLAT OF LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION

A TRACT OF LAND LOCATED IN A PORTION OF LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, LYING WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANDAN



NOTE:
SURVEY IS BASED ON U.S. STATE PLANE COORDINATE SYSTEM, NORTH DAKOTA ZONE, NAD83 DATUM.

UNITS ARE IN INTERNATIONAL FEET.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENCE METHODS OF MEASUREMENTS.

LOT 2B

A TRACT OF LAND LOCATED IN A PORTION OF LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, LYING WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANDAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION AS RECORDED IN DOCUMENT NO. 345452 OF THE MORTON COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, S 04°14'20" E A DISTANCE OF 465.00 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 2A, S 85°47'27" W A DISTANCE OF 38.61 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID LOT 2A, S 00°16'54" W A DISTANCE OF 401.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION, S 00°16'54" W A DISTANCE OF 401.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 2, N 87°40'38" W A DISTANCE OF 152.17 FEET; THENCE N 05°20'39" W A DISTANCE OF 462.89 FEET; THENCE N 76°08'38" E A DISTANCE OF 246.81 FEET; THENCE N 00°16'54" E A DISTANCE OF 886.57 FEET; THENCE N 87°40'08" E A DISTANCE OF 133.20 FEET; THENCE N 00°20'39" W A DISTANCE OF 462.89 FEET; THENCE N 75°05'42" E A DISTANCE OF 216.30 FEET TO THE EAST LINE OF SAID LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION; THENCE ALONG SAID EAST LINE OF LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION, S 00°16'54" W A DISTANCE OF 526.37 FEET TO THE SAID POINT OF BEGINNING.

SAID TRACT CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES MORE OR LESS.

LOT 2C

A TRACT OF LAND LOCATED IN A PORTION OF LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, LYING WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANDAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION AS RECORDED IN DOCUMENT NO. 345452 OF THE MORTON COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, N 04°14'20" W A DISTANCE OF 465.00 FEET; THENCE N 85°47'27" E A DISTANCE OF 38.61 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT 2A, N 00°16'54" E A DISTANCE OF 401.69 FEET; THENCE N 00°16'54" E A DISTANCE OF 360.00 FEET; THENCE N 76°08'38" E A DISTANCE OF 246.81 FEET; THENCE N 87°40'38" W A DISTANCE OF 152.17 FEET; THENCE N 05°20'39" W A DISTANCE OF 462.89 FEET; THENCE N 70°50'42" E A DISTANCE OF 216.30 FEET TO THE EAST LINE OF SAID LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION; S 00°16'54" W A DISTANCE OF 526.37 FEET TO THE SAID POINT OF BEGINNING.

SAID TRACT CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES MORE OR LESS.

OWNERS CERTIFICATE AND DEDICATION

I, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER LINES, SIDEWALKS, AND OTHER IMPROVEMENTS AS SHOWN ON THE PLANS AND SPECIFICATIONS ON FILE IN THE OFFICE OF THE CITY ENGINEER, TO BE DEDICATED TO THE PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON, OR OVER THESE CERTAIN STRIPS OF LAND AS DESIGNATED.

PATRICK C. KELLY

TAMMY L. KELLY

STATE OF NORTH DAKOTA }
COUNTY OF _____ }SS

DAY OF
ON THIS _____ 2015, APPEARED BEFORE ME, PATRICK C. AND TAMMY L. KELLY, KNOWN TO ME TO BE THE PEOPLE WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT THE EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, KENT A. ORVIK, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENT A. ORVIK
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3463

STATE OF NORTH DAKOTA }
COUNTY OF BURLEIGH }SS

DAY OF
ON THIS _____ 2015, BEFORE ME PERSONALLY APPEARED KENT A. ORVIK, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC

APPROVAL OF CITY OF MANDAN

I, ARLYN VAN BEEK, MAYOR OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE THE PLAT OF LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION, CITY OF MANDAN, NORTH DAKOTA, AS SHOWN ON THE PLAT.

ARLYN VAN BEEK - MAYOR

APPROVAL OF CITY ENGINEER

I, _____ CITY ENGINEER OF MANDAN, NORTH DAKOTA, HEREBY APPROVE THE PLAT OF LOT 2, BLOCK 2, NORTH PRAIRIE SECOND SUBDIVISION, MANDAN, NORTH DAKOTA, AS SHOWN ON THE PLAT.

ROBERT G. DECKER
CITY ENGINEER, CITY OF MANDAN

OWNER:
PATRICK C & TAMMY L KELLY
6709 HIGHLAND ROAD
MANDAN, ND 58554

ENGINEER:
KLJ
4000 COLUMBIA ST
BISMARCK, NORTH DAKOTA 58503

VICINITY MAP
NOT TO SCALE

PLAT LEGEND

- FOUND PROPERTY CORNER - KLJ
- SET LS 3463 ALUMINUM CAP
- FOUND PROPERTY CORNER - SH
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED BOUNDARY LINE
- (2) PROPOSED BLOCK NUMBER, EXISTING BLOCK NUMBER
- 2 PROPOSED LOT NUMBER, EXISTING LOT NUMBER

N W E S

0 60 120 FEET
SCALE 1" = 60'

SEPTEMBER 4, 2015

PLAT INFORMATION

NUMBER OF LOTS: 2
LOT 2B ACREAGE - 2.000 ACRES
LOT 2C ACREAGE - 2.000 ACRES
TOTAL ACREAGE - 7.660 ACRES

CURRENT & PROPOSED ZONING: R7

FEMA INFORMATION:

PROPERTY IS LOCATED IN FEMA ZONE X, AREA DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN.

KLJ

© KLJ 2015

Consent No. 5

Board of City Commissioners

Agenda Documentation

MEETING DATE: November 3, 2015
PREPARATION DATE: October 21, 2015
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Day after Thanksgiving

STATEMENT/PURPOSE: Allow the Administrative Offices to close the day after Thanksgiving.

BACKGROUND/ALTERNATIVES: Long standing tradition has been to have Administrative Offices closed to the public the day after Thanksgiving. Employees take vacation, personal leave or comp time if they wish to do so, otherwise, they must receive permission to work from their respective department head.

ATTACHMENTS: N/A

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: - I recommend the Administrative Offices be closed the day after Thanksgiving.

SUGGESTED MOTION: - I move the Administrative Offices be closed the day after Thanksgiving.

Consent No. 6

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Business Development and Communications
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development and Communications Director
PRESENTER:	Ellen Huber, Business Development and Communications Director
SUBJECT:	Tourism Marketing Grant Agreements

STATEMENT/PURPOSE: To consider approval of agreements with the N.D. Department of Commerce Tourism Division for the award of a $5,000 marketing grant.

BACKGROUND/ALTERNATIVES: The Mandan City Commission at its Sept. 1, 2015, meeting approved the submittal of an application to N.D. Tourism for $5,000 in marketing funds for the purpose of online marketing to increase exposure to Mandan's attractions and events to be featured in video clips under the theme of "FUN: MADE IN MANDAN."

Community entities have been partnering since 2011 in a joint marketing program to strengthen Mandan's image around a theme of "GREAT THINGS: MADE IN MANDAN" including opportunity, fun and adventure, achievement, and a strong sense of community. A portion of the proposed 2016 community marketing budget devoted to tourism attraction revolves around online and mobile advertising of Mandan tourism attractions and events using video clips being produced in 2015. The clips will be posted on the City of Mandan website, our City and "Made in Mandan" Facebook pages, and our YouTube channel. The N.D. Tourism Division grant will allow for the use of online and mobile device advertising platforms to expose an audience beyond North Dakota's borders to the videos and, in turn, the fun things to do in Mandan.

ATTACHMENTS: Tourism agreement

FISCAL IMPACT: As part of the application, the City of Mandan committed to providing matching funds for the initiative through the City's $8,000 budgeted for community marketing in 2016. The City of Mandan will now receive an additional $5,000 for the purpose of online, out-of-state marketing for 2016.

STAFF IMPACT: Some time will be required for implementation and reporting.

LEGAL REVIEW: Attorney Brown has reviewed the agreement.

RECOMMENDATION: I recommend approval of the proposed agreement.

SUGGESTED MOTION: I move to approve the agreement with the N.D. Department of Commerce Tourism Division for the acceptance of a $5,000 marketing grant.

North Dakota
LEGENDARY

October 16, 2015

Ellen Huber
City of Mandan Business Development
205 2nd Ave NW
Mandan, ND 58554

Dear Ellen:

The North Dakota Department of Commerce Tourism Division has selected the City of Mandan Business Development Department as a recipient of a 2016 Marketing Matched Grant Award in the amount of $5,000 for the Fun: Made in Mandan E-marketing project.

We will be disbursing 25%, or $1,250 upon receipt of the enclosed agreement form. The remaining 75% or $3,750 will be disbursed after you have submitted:

- Distribution channel for marketing materials
- Samples showing the integration of the North Dakota Legendary logo in your materials
- Call to action with a toll-free number or web address for information and link to the Tourism Division's web site
- Support of the Tourism Division's North Dakota Legendary positioning
- Copies of any press, examples, photos, etc.
- Copies of invoices showing where the grant dollars and equal matching funds were spent
- Inquiry and attendance tracking that shows the impact of your marketing efforts

Submission of materials must be made by June 1, 2016 to the North Dakota Department of Commerce – Tourism Division to receive the balance of the funds. **Any subsequent changes to approved grants must be submitted in writing prior to March 1, 2016 and will be reviewed on a case-by-case basis.** If you have any questions regarding your grant, please contact me at 701-328-3505 or dihla@nd.gov.

Congratulations on your award and we wish you success with your project!

Grant recipients are encouraged to attend the 2016 Travel Industry Conference, April 11-13 at the Grand Forks Alerus Center for more information on marketing your product, partnering with ND Tourism, and networking with the industry.

Sincerely,

North Dakota Department of Commerce
Tourism Division

TOURISM MARKETING GRANT PROGRAM
GRANT AGREEMENT – FUN: MADE IN MANDAN E-MARKETING PROJECT

BETWEEN: North Dakota Department of Commerce (Grantor)
Tourism Division
1600 E. Century Ave. Suite 2
PO Box 2057
Bismarck, ND 58502-2057

AND: City of Mandan Business Development Department (Grantee)
205 2nd Ave NW
Mandan, ND 58554

DATE: October 16, 2015

SECTION 1
LEGAL BASIS OF AWARD

Grantor is authorized to enter into a Grant Agreement and to make an award to Grantee for the purpose of tourism marketing. Grantor is willing to make the grant and Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2
GRANT AWARD

All approved grants will be determined within 90 days of submission deadline. Grant money will be awarded in two payments with 25% distributed **within ten (10) days of receipt of this signed agreement and State of North Dakota Business Incentive Agreement Form.** The remaining 75% will be disbursed after the following has been submitted:

- Sample of marketing materials that show the following:
  - Integrate the North Dakota Legendary logo
  - Call to action with a toll-free number or web address for information and link to the Tourism Division's web site
- Copies of any press, examples, photos, etc.
- Copies of invoices showing the where the grant dollars and matching dollars were spent
- Measured effect on inquiries and/or attendance
- Distribution or reach of marketing program/materials

Submission of materials must be made by **June 1, 2016**, to the North Dakota Department of Commerce – Tourism Division to receive the balance of funds. A report measuring the impact of the program is due to the Tourism Division office by **December 1, 2016**.

Grantee agrees to submit any changes to the project in writing to the Grantor prior to distribution of funds. Failure to comply with conditions stated above will result in forfeiture of distribution of balance of the funds and/or return of initial payment.

SECTION 3
SIGNATURES

The Grantor and Grantee shall each receive two signed copies of this Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Signed on _October 16, 2015_____ and on behalf of:

Grantor:

_____

Grantee:

_____

Keep this copy for your records

SECTION 3
SIGNATURES

The Grantor and Grantee shall each receive two signed copies of this Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Signed on _____ and on behalf of:
(date)

Grantor:

_____

Grantee:

_____

Return this page within 10 days to:

North Dakota Department of Commerce
Tourism Division
PO Box 2057
Bismarck, ND 58502-02057

Consent No. 7

WHEREAS, the government of the City of Mandan, North Dakota, celebrates our local small businesses and the contribution they make to our local economy and community; and

Whereas small businesses employ over 55 percent of the working population in the United States; and

Whereas 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

Whereas 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

Whereas, Mandan, North Dakota supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, small businesses in Mandan, North Dakota offer unique products and services not found anywhere else; and

Whereas, advocacy groups and public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

Whereas, the Mandan Progress Organization is holding Santa's Arrival on November 28 and a Shop Mandan promotion featuring discounts by local businesses;

NOW, THEREFORE, I, Mayor Arlyn Van Beek, Mayor of Mandan, North Dakota, do hereby proclaim, November 28, 2015, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

_____

Arlyn Van Beek
Mayor of Mandan

CITY OF MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 28, 2015
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	Municipal Advisor Agreement

PURPOSE

To consider the Municipal Advisor Agreement from Dougherty & Company LLC for financial consulting services.

BACKGROUND

Annually, the City of Mandan assesses infrastructure costs to benefiting property owners for various improvement projects. As a result, the City issues special assessment bonds to finance these projects.

The City recently assessed 14 improvement districts amounting to $9M. Consequently, the City will need to issue bonds to finance these districts and enter into an Agreement with a Municipal Advisor for financial consulting services.

State and local governments engage municipal advisors to assist in the structuring and issuance of bonds whether through a competitive or a negotiated sale process. A municipal advisor represents the issuer in the sale of bonds, and unlike other professionals involved in a bond sale, has an explicit fiduciary duty to the issuer. Additionally, municipal advisors must register with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) and meet professional and testing standards.

As a registered Municipal Advisor, Dougherty & Company specializes in assisting public entities in the issuance of bonds. Therefore, due to the long standing working relationship between the City and Dougherty & Company, and since the fee is in proportion to the percentage paid by the City of Bismarck to Dougherty & Company for a comparable bond sale this year, the City should consider waiving the competitive bidding requirement.

ATTACHMENT
Municipal Advisor Agreement from Dougherty & Company LLC.

FISCAL IMPACT
The compensation for this Agreement = $19,500

An estimated cost for financial consulting services is included in the assessment for each improvement district.

STAFF IMPACT
None

LEGAL REVIEW
Submitted to Malcolm Brown, City Attorney.

RECOMMENDATION
To waive the competitive bidding requirement and approve the Municipal Advisor Agreement from Dougherty & Company for financial consulting services.

SUGGESTED MOTION
Move to waive the competitive bidding requirement and approve the Municipal Advisor Agreement from Dougherty & Company for financial consulting services.

[Specific Issue]

Municipal Advisor Agreement

THIS AGREEMENT made and entered into by and between the City Mandan hereinafter referred to as "Issuer," and Dougherty & Company LLC, hereinafter referred to as "Municipal Advisor," consists of the following:

WHEREAS, Issuer is considering the issuance of $9,025,000 (the "Issue"); and

WHEREAS, Municipal Advisor is a specialist in assisting public entities in the issuance of such obligations;

NOW, THEREFORE, IT IS AGREED THAT MUNICIPAL ADVISOR WILL: Serve as Issuer's municipal advisor specifically for the referenced Issue. This agreement confirms the terms under which Municipal Advisor will act as a municipal advisor to Issuer (the "Issuer") with respect to the issuance of the above captioned obligations.

Scope of Services. Municipal Advisor may provide the following services:

1. Study existing and potential future financial commitments of Issuer, its economic resources and other pertinent social and economic data;

2. Assist in determining the amount of financing required;

3. Study available financing options for Issuer's projects;

4. Recommend the type or types of obligations to be utilized;

5. Recommend financing or refinancing programs designed to fit the resources and requirements of Issuer;

6. Coordinate financing activities with Issuer, its engineers, accountants, attorneys and other specialists engaged by Issuer;

7. Attend meetings and public hearings to properly explain the financing and assist in the preparation of public information materials, including news releases, relative to the financing;

8. Recommend nationally recognized bond counsel and consult with counsel of Issuer's choice relative to minutes, resolutions and proceedings necessary to authorize the obligations supporting the Issue;

9. Prepare tentative time tables outlining various actions required to successfully complete the financing including recommending a date or dates for an election, if required, to authorize obligations and/or other questions that require voter approval;

10. Assist with the preparation and distribution of a Request for Proposals for

Financing and review and evaluate responses to the Request for Proposals for Financing and assist with the selection of Lender or Underwriter(s).

11. Recommend a date or dates for the sale of the type or types of sale for the Issue and terms on which bids will be received;

12. Research and recommend various covenants, maturity schedules and other details to be included in the proceedings authorizing the obligations supporting the Issue;

13. If necessary, or desired by Issuer, accumulate and prepare financial and general information necessary to secure a rating (or ratings) from nationally recognized rating service(s). Forward the same to the appropriate agencies and communicate with key personnel to assure a timely rating assignment;

14. Assist in the preparation and distribution to interested bond underwriters (banks, bond dealers, investment bankers, etc.) the required Disclosure Document(s) containing appropriate and required information and material relating to Issuer and the Issue, and an Official Notice of Sale (if so required) for the sale of the Issue;

15. Advertise the sale of the Issue (if so required) in a manner that will result in more competitive bidding for the Issue;

16. Attend the sale of the Issue, compute bids and advise as to their acceptability in light of market conditions.

17. Assist in the closing process of the financial transactions and delivery of the proceeds;

18. Provide a record book and all necessary data for the use of Issuer and its Administrators throughout the maturity of the obligations; and

B. ISSUER WILL:

1. Cooperation. Cooperate with Municipal Advisor and the financing team in providing all information necessary to prepare the required Disclosure Document(s) and to prepare said Document(s) in such a way as to assure interested parties of their accuracy and completeness;

2. Disclosures. Provide Municipal Advisor with details of projects under consideration that may affect the issuance of Issuer's obligations;

3. Compensation. Upon closing, pay a fee to Municipal Advisor. The fee shall be paid from proceeds of the sale of the Issue or from funds on hand of the Issuer. The fee shall be $ 17,500.

4. Contingent Payment of Fee. If, for reasons beyond Issuer's control, the Issue is not successfully sold, no municipal advisor fee will be charged provided that any out of pocket expenses incurred on Issuer's behalf shall be reimbursed to Municipal Advisor.

C. DISCLOSURES BY MUNICIPAL ADVISOR

1. Registered Municipal Advisor. Dougherty & Company is registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). In accordance with MSRB Rules, please be informed that Municipal Advisor is acting as municipal advisor, not underwriter, for the Issue.

2. Conflicts Disclosures. As a registered Municipal Advisor, Dougherty & Company, is deemed to have a fiduciary duty to Issuer. Upon undertaking an engagement a municipal advisor must disclose potential or actual material conflicts of interest.

Select one of the following, then delete this item and the option not selected

Option 1: Municipal Advisor has not identified any potential or actual material conflicts that require disclosure.

Option 2.: Municipal Advisor has identified the following potential or actual material conflicts.]

3. Compensation Conflicts of Interest. A potential conflict of interest that may apply to this engagement with Issuer involves compensation. Municipal Advisor discloses that potential conflict as follows:

(i) Fixed Fees or "Lump Sum." This form of compensation represents a potential conflict of interest because if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives or fail to do a full analysis of alternatives.

(ii) Contingent Fee. This form of compensation presents a potential conflict of interest because Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to Issuer. When facts or circumstances arise that could cause the financing to be delayed or fail to close, Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances.

D. TERM OF ENGAGEMENT. Upon closing and delivery at closing, Municipal Advisor's responsibilities will be concluded with respect to this financing and Municipal Advisor does not undertake (unless separately engaged) to provide continuing advice to Issuer or any other party.

E. BOND MARKET AND REGULATORY CHANGES. Bond market interest rates can be volatile, fast changing and subject to factors beyond the knowledge or control of Municipal Advisor. Similarly, laws and regulations applicable to the municipal finance business are often amended. Municipal Advisor shall endeavor to inform Issuer of all factors related to the issuance of obligations, as far as such factors are known and determinable. Municipal

Advisor shall not be liable however, for changes in interest rates, laws and regulations, or costs, which are beyond Municipal Advisor's knowledge or control.

F. AMENDMENTS. This Agreement may be amended, in writing, by mutual consent, and may be terminated by either party upon written notice.

IN WITNESS WHEREOF Issuer and Municipal Advisor have executed this Agreement. By signature of their representative below, each affirms that it has taken all necessary action to authorize said representative to execute this Agreement and has asked any questions or sought any clarification about disclosures, with no further questions about said disclosures.

Issuer

_____ (Issuer Name)

_____ (Print Name of Authorized Signer)

_____ (Signature)

Executed this ____ day of ____, 2015

Municipal Advisor
Dougherty & Company LLC

Mike Monstrom (Print Name)

Mike Monstrom (Signature)

Executed this 20 day of Oct, 2015

Consent No. 9

Board of City Commissioners

Agenda Documentation

MEETING DATE: November 3, 2015
PREPARATION DATE: October 26, 2015
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Dennis Bullinger, Chief of Police
PRESENTER: Dennis Bullinger, Chief of Police
SUBJECT: Out of State Travel & Training

STATEMENT/PURPOSE: To receive approval for Sergeant Pat Haug, to attend out-of-state training in Omaha, Nebraska, November 15th through November 20th, 2015.

BACKGROUND/ALTERNATIVES: The Mandan Police Department has been invited to take part in attending training on Multi-Disciplinary Team Response to the Commercial Sexual Exploitation of Children along with representatives from the States Attorney's office, Morton County Sheriff's Department, Morton County Child Protection Services, and the Dakota Children's Advocacy Center, Bismarck. The group would possibly investigate such cases together as a team.

The costs for travel, lodging, meals are all reimbursed. Our up-front cost would be in the 2015 budget.

ATTACHMENTS: Mandan Police Department Training Request Form. Course Training Objectives and Training Topics.

FISCAL IMPACT: Cost will be reimbursed by Sanford Health.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend approving the out of state travel and training.

SUGGESTED MOTION: Move to approve the out-of-state travel and training request for the Mandan Police Department, from November 15, 2015 through November 20, 2015, in Omaha, Nebraska.

MANDAN POLICE DEPARTMENT
TRAINING REQUEST FORM 7/08

Patrick Haug	10/22/15
NAME	DATE

Multi Disciplanery Team Response to Commercial Sexual Exploitation of Children
TITLE OF TRAINING

Nov 15th 2015	Nov 20th 2015
DATES OF TRAINING/FROM	TO

Mariott Hotel
LOCATION OF TRAINING

10220 Regency Cir	Omaha	NE	
ADDRESS	CITY	STATE	ZIPCODE

CONTACT NAME	PHONE NUMBER

REGISTRATION / TUITION AMOUNT $ 0 PREPAYMENT NEEDED: ☐ YES ☒ NO

LODGING RESERVATIONS NEEDED: ☐ YES ☒ NO ROOM RATE $ _____ # OF DAYS _____

HOST RECOMMENDED LODGING: _____ PHONE: _____

DEPARTMENT VEHICLE NEEDED: ☐ YES ☒ NO TOTAL MILES (ROUND TRIP): _____

MEALS PROVIDED: ☐ YES ☒ NO # OF DAYS 5 ☐ IN STATE ☐ OUT OF STATE

15th + 20th ARE TRAVEL DAYS.

REASON FOR REQUESTING TRAINING: Training was Requested by Dakota Advocacy Center

ADDITIONAL NEEDS FOR THIS TRAINING SESSION: Hotel Cost and Meals will BE Re-Imbursed By Dakota Child Advocacy Center

	10-22-15
SUPERVISOR ☑ APPROVED ☐ DENIED	DATE

SUPERVISOR COMMENTS: Waiting Commission Approval on 11-3-2015 MB Pending

TRAINING COORDINATOR REVIEWED	DATE

Dennis A Bullinger	10-22-2015
CHIEF OF POLICE / DEPUTY CHIEF ☒ APPROVED ☐ DENIED	DATE

Multi-Disciplinary Team Response to the Commercial Sexual Exploitation of Children (CSEC)
November 16-19, 2015
Omaha, NE

Time	Topic Item
	Day 1
8:30 am – 9:00 am	***Welcome, Course Objectives and Pre-Assessment – Joe Laramie*** This module will provide attendees with basic course information, requirements and training objectives.
9:00 am – 9:30 am	***Team Introductions and Team Building Exercise – Joe Laramie*** During this module, teams will participate in a team-building exercise, including introduction of team members to others in attendance.
9:30 am – 9:40 am	***Break***
9:40 am – 12:00 pm	***CSEC Overview, Victim Vulnerabilities and Risks – Pi Downsbrough & Sandy Skelaney*** This module will provide attendees with an overview of Human Trafficking with a focus on the Commercial Sexual Exploitation of Children. Discussion on how these cases may differ from typical Multi-Disciplinary Team response to child sexual abuse, along with the variety of responses to CSEC throughout the system. Further, this module will discuss victim risk-factors, vulnerabilities and control dynamics used by exploiters.
12:00 pm – 1:00 pm	***Lunch (on your own)***
1:00 pm – 1:30 pm	***Team Dynamics – Joe Laramie*** This module will cover team dynamics and include the positive and negative influences individuals can have on team success. This module will focus on respecting and promoting other's opinions and establishing a policy of inclusion.
1:30 pm – 2:30 pm	***Survivor Story – Pi Downsbrough*** This module will utilize a case study to help illustrate the complexities often associated with CSEC cases. Included will be a survivor's perspective of her experiences of how the system worked or failed. This will provide attendees with a framework to assess challenges and obstacles they may be facing in addressing CSEC cases.

OJJDP Office of Juvenile Justice and Delinquency Prevention

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Fox Valley Technical College

Time	Topic Item
	Day 1 Continued
2:30 pm – 2:45 pm	***Break***
2:45 pm – 3:30 pm	***Discipline Coordination Exercise – Joe Laramie*** Attendees will identify issues and concerns to working with other team disciplines during their response to CSEC cases. Tips and solutions for team communication and cooperation will be discussed.
3:30 pm – 4:30 pm	***Introduction to Action Plan Dashboard – Joe Laramie*** Teams will be introduced to the MDT CSEC Action Plan Dashboard and presentation Powerpoint template. The Dashboard will be utilized to assess current practices, and is specifically designed for Multi-Disciplinary Teams to create a plan of action for their response to CSEC. This segment will also identify a range of CSEC resources, including national, state and local programs, as well as non-governmental resources.
	Day 2
8:30 am – 9:30 am	***Trauma and Mental Health Response – Amanda Gopal*** This module will provide attendees an overview of trauma and its effects on mental health. Therapeutic interventions for the clinical treatment of CSEC survivors, and specific strategies for mitigating the effects of trauma across all disciplines will also be discussed.
9:30 am – 9:40 am	***Break***
9:40 am – 10:50 am	***Law Enforcement Overview – Pi Downsbrough*** This module will offer an overview of law enforcement's role in CSEC cases, and provide attendees insight into law enforcement's needs when investigating these CSEC cases with an emphasis on how these cases and investigations may differ from what attendees are more familiar with.
10:50 am – 11:00 am	***Break***
11:00 am – 12:15 pm	***CAC Overview – Chris Newlin*** This module will provide an overview of the Child Advocacy Center current engagement and preparedness for responding to CSEC cases. This will include service delivery information from a recent survey of CACs, successes, obstacles and suggestions for an improved response.

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Time	Topic Item
	Day 2 Continued
12:15 pm – 1:15 pm	***Lunch (on your own)***
1:15 pm – 2:30 pm	***Advocate Overview – Sandy Skelaney*** This module will provide an overview of the Advocate's role and responsibilities as it relates specifically to CSEC survivors. Also highlighted will be the differences and obstacles often associated with CSEC survivors and how they differ from traditional Multi-Disciplinary Teams and case responses.
2:30 pm – 2:40 pm	***Break***
2:40 pm – 4:30 pm	***Multiple Discipline Overview and CPS Risk Assessment Screening – Tanisha Knighton*** This module will provide an overview of a variety of disciplines, including CPS, Juvenile Court/Probation and Schools. Also included will be a discussion on the CPS Risk Assessment Screening process.
	Day 3
8:30 am – 9:50 am	***Forensic Interviewer Overview – Julie Kenniston*** This module will provide attendees with an overview of the CSEC Forensic Interviewer's role, challenges and obstacles, along with highlighting the differences of a CSEC interview and typical child sexual abuse interview.
9:50 am – 10:00 am	***Break***
10:00 am – 11:00 am	***Prosecutor Overview – Judy Johnston*** This module will provide an overview of the prosecutor's role with CSEC cases and highlight the challenges, obstacles and suggestions for an effective prosecution.
11:00 am – 11:10 am	***Break***

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Time	Topic Item
	Day 3 Continued
11:10 am – 12:30 pm	***Questions and Answers with Subject Matter Experts – Pi Downsbrough, Sandy Skelaney, Amanda Gopal, Tanisha Knighton, Chris Newlin, Julie Kenniston*** This module will use a panel format to facilitate discussion on how attendees can better utilize the MDT model and provide a better response for survivors of CSEC. This forum will provide for an open discussion regarding possible challenges and obstacles as teams begin to formulate their Dashboard Action Plan.
12:30 pm – 1:30 pm	***Lunch (on your own)***
1:30 pm – 2:30 pm	***Prevention Steps – Joe Laramie*** This module will discuss the prevention steps that Multi-Disciplinary Teams can include in the Dashboard Action Plan, and highlight the numerous system needs which increase the risks of victimization.
2:30 pm – 2:40 pm	***Break***
2:40 pm – 3:00 pm	***Agency Agreements – Joe Laramie*** This module will facilitate discussion about MOUs, formal versus informal Inter-Agency agreements, joint trainings and other MDT functions.
3:00 pm – 4:30 pm	***Action Plan Dashboard Exercise – Joe Laramie*** Teams will conduct a gap analysis of their Multi-Disciplinary Team's response to CSEC and begin formulating their team's action plan proposal.
	Day 4
8:30 am – 9:45 am	***Case Practical – Pi Downsbrough, Sandy Skelaney & Joe Laramie*** Teams will be provided with a fact pattern of a CSEC case and will draft a case response. Each team's response will be presented to the group for discussion.
9:45 am – 10:00 am	***Break***

OJJDP Office of Juvenile Justice and Delinquency Prevention

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Time	Topic Item
	Day 4 Continued
10:00 am – 10:50 am	***Technology Used to Recruit, Market and Control – Sandy Skelaney*** This module will discuss the different types and uses of technology to recruit, market, control and exploit victims.
11:00 am – 12:00 pm	***MDT Action Plan Dashboard – Pi Downsbrough, Sandy Skelaney & Joe Laramie*** Teams will continue their previous work on the Action Plan Dashboard, identifying their goals, stakeholders, action steps, benchmarks and timeline. Included will be preparation for presenting their team's Action Plan Dashboard to all attendees.
12:00 pm – 1:00 pm	***Lunch (on your own)***
1:00 pm – 2:20 pm	***MDT Action Plan Dashboard – Continued***
2:20 pm – 2:30 pm	**Break**
2:30 pm – 3:50 pm	***Team Dashboard Presentations – Joe Laramie*** Each Multi-Disciplinary Team will present to all attendees their team's Action Plan for responding to the commercial sexual exploitation of children.
3:50 pm – 4:30 pm	***Closing, Post-Assessment, Evaluations, Certificates – Pi Downsbrough, Sandy Skelaney & Joe Laramie***

OJJDP Office of Juvenile Justice and Delinquency Prevention

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Fox Valley Technical College

Pat Haug

From:	Hilfer,Shannon <Shannon.Hilfer@SanfordHealth.org>
Sent:	Thursday, October 08, 2015 10:06 AM
To:	Gabrielle Goter (gabrielle.goter@mortonnd.org); Jay Gruebele - Mandan PD (Jay.Gruebele@mortonnd.org); Pat Haug; Regina Cusack (regina.cusack@mortonnd.org)
Subject:	Training Opportunity?

Gabby, Jay, Pat, and Gina – Hi guys – we have been invited to bring a MDT to a week long training on missing and exploited children in November in Omaha, Nebraska.. All of your expenses for the training will be reimbursed by us but you will have to pay for it up front. The training will be November 16th-20th. I'm guessing we would fly out on the 15th. We need to take a team that would potentially work these cases together so we selected you guys! ☺ Please let me know if you are interested in coming with me! We are working on getting an agenda for the training sent to us so I will send that to you if I get it. The regional center is wanting to know who we are taking so please get back to me as soon as possible if your are interested or not.

≈ 1700

Shannon Hilfer, M.Coun., LPCC
Dakota Children's Advocacy Center
200 E. Main Ave., Suite 301
Bismarck, ND 58501
Phone: (701) 323-5728
Fax: (701) 255-4495
Shannon.Hilfer@SanfordHealth.org

Dakota Children's Advocacy Center
SANFORD HEALTH

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Consent No. 10

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, P.E., Principal Planner
SUBJECT:	Consider for approval plat of Heart Ridge Twinhome Addition

STATEMENT/PURPOSE:
Request is to replat lots to allow individual ownership of each half of a twin home. This is a replat of a portion of Lot 3, Block 4, Heart Ridge Addition.

BACKGROUND/ALTERNATIVES:
The original Lot 3, Block 4 was replatted into numerous lots. Some of those lots were platted for duplex structures. The structures have been built and this request is to divide the lots so each half of the structure can be sold separately. Property boundaries follow the common walls of the existing structures.

ATTACHMENTS:

1. Heart Ridge Addition plat
2. Replat of part of Lot 3, Block 4
3. Proposed plat of Heart Ridge Twinhome Addition

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:
Recommend approval.

SUGGESTED ACTION:
Move to approve plat of Heart Ridge Twinhome Addition

HEART RIDGE ADDITION

PART OF LOT A OF AUDITOR'S SUBDIVISION AND PART OF THE SE 1/4 OF THE SOUTHEAST 1/4
SECTION 34 T. 139 N., R. 81 W.
TO THE CITY OF
MANDAN, NORTH DAKOTA

DESCRIPTION

ALL THAT PART OF LOT A OF AUDITOR'S SUBDIVISION AND PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ SECTION 34 TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST A DISTANCE OF 43.00 FEET AND NORTH 00 DEGREES 17 MINUTES 28 SECONDS WEST A DISTANCE OF 30.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 34; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY LINE OF NINETEENTH STREET SE, A DISTANCE OF 1054.23 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 204.78 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 54 SECONDS WEST A DISTANCE OF 66.64 FEET; THENCE NORTH 03 DEGREES 46 MINUTES 38 SECONDS EAST A DISTANCE OF 159.64 FEET; THENCE NORTH 19 DEGREES 44 MINUTES 00 SECONDS WEST A DISTANCE OF 76.47 FEET; THENCE NORTH 29 DEGREES 24 MINUTES 23 SECONDS EAST A DISTANCE OF 160.80 FEET; THENCE NORTH 03 DEGREES 48 MINUTES 29 SECONDS WEST A DISTANCE OF 168.03 FEET; THENCE NORTH 42 DEGREES 19 MINUTES 37 SECONDS WEST A DISTANCE OF 137.26 FEET; THENCE NORTH 77 DEGREES 07 MINUTES 20 SECONDS WEST A DISTANCE OF 102.81 FEET; THENCE NORTH 28 DEGREES 49 MINUTES 49 SECONDS EAST A DISTANCE OF 124.39 FEET; THENCE NORTH 41 DEGREES 28 MINUTES 17 SECONDS WEST A DISTANCE OF 190.60 FEET; THENCE NORTH 14 DEGREES 37 MINUTES 28 SECONDS WEST A DISTANCE OF 71.80 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 34; THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 404.07 FEET; THENCE SOUTH 85 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 284.88 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 57 SECONDS EAST A DISTANCE OF 203.23 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 110.88 FEET; THENCE NORTH 33 DEGREES 36 MINUTES 53 SECONDS EAST A DISTANCE OF 290.18 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF HIT FIRST ADDITION TO THE CITY OF MANDAN, NORTH DAKOTA; THENCE NORTH 89 DEGREES 37 MINUTES 14 SECONDS EAST A DISTANCE OF 454.40 FEET ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF SAID HIT ADDITION AND THE WEST LINE OF NICOLA FIRST ADDITION TO THE CITY OF MANDAN, NORTH DAKOTA; THENCE SOUTH 00 DEGREES 23 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 825.50 FEET TO THE SOUTHEAST CORNER OF SAID NICOLA FIRST ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH LINE OF NICOLA FIRST ADDITION, A DISTANCE OF 330.00 FEET TO THE WEST RIGHT OF WAY LINE OF 8TH AVENUE SE; THENCE SOUTH 00 DEGREES 17 MINUTES 28 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1250.05 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 46.82 ACRES MORE OR LESS.

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, ON THE 21st DAY OF June, 2011, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF MANDAN AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN.

BILL WILKINSON – CHAIRMAN DAVE BETCHEL – SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 3rd DAY OF June, 2011.

TIM WOLBURG–MAYOR ATTEST: JIM NEUBAUER, CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, David R. Thompson, P.E. CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "HEART RIDGE ADDITION", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

CITY ENGINEER

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER, A REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON _____ AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT ALL MONUMENTS REQUIRED TO BE SET PRIOR TO RECORDING HAVE BEEN SET.

STATE OF NORTH DAKOTA) SS COUNTY OF BURLEIGH)

SWENSON, HAGEN & CO. P.C. 808 BASIN AVE P.O. BOX 130 BISMARCK, N.D. 58501

TERRY BALTZER REGISTERED LAND SURVEYOR N.D. REGISTRATION NO. 3595

ON THIS 1st DAY OF August, 2011, BEFORE ME PERSONALLY APPEARED TERRY BALTZER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATENCE, NOTARY PUBLIC BURLEIGH COUNTY, NORTH DAKOTA MY COMMISSION EXPIRES AUGUST 24, 2016

DAVID PATENCE Notary Public State of North Dakota My Commission Expires Aug. 24, 2016

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WACHTER DEVELOPMENT INC. BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "HEART RIDGE ADDITION", MANDAN, NORTH DAKOTA, AND DO SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWER, CULVERTS, WATER AND OTHER PUBLIC UTILITIES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

THEY ALSO DEDICATE EASEMENTS TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES INCLUDING SANITARY SEWER AND WATER MAINS, ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS "UTILITY EASEMENTS".

WACHTER DEVELOPMENT INC
LANCE WACHTER PRESIDENT
PO BOX 520
BISMARCK ND 58502

STATE OF NORTH DAKOTA) SS COUNTY OF BURLEIGH)

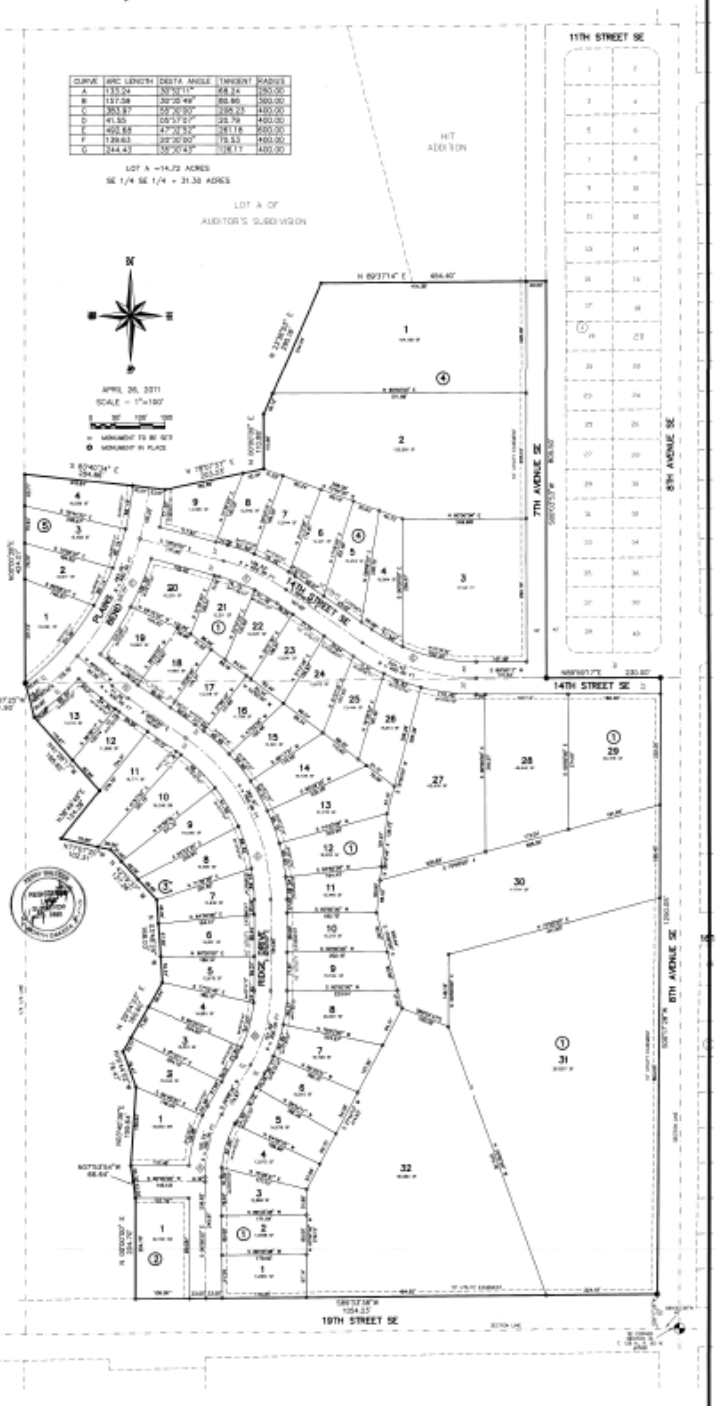
ON THIS 2nd DAY OF August, 2011, BEFORE ME PERSONALLY APPEARED LANCE WACHTER KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTES THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATENCE, NOTARY PUBLIC BURLEIGH COUNTY, NORTH DAKOTA MY COMMISSION EXPIRES AUGUST 24, 2016

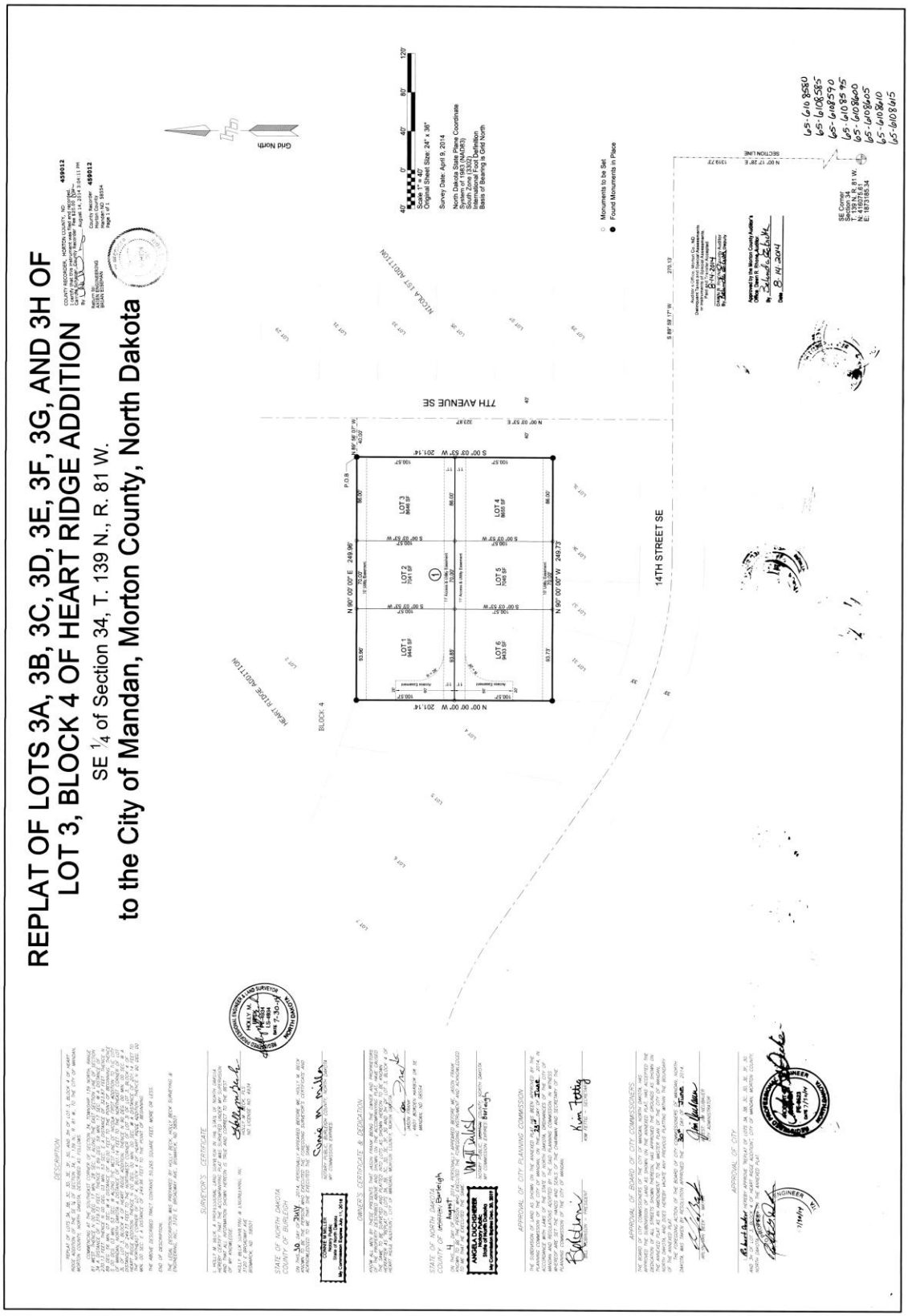
DAVID PATENCE Notary Public State of North Dakota My Commission Expires Aug. 24, 2016

CURVE	ARC LENGTH	DELTA ANGLE	TANGENT	RADIUS
A	133.24	32°33'11"	68.24	280.00
B	137.08	30°20'49"	69.96	380.00
C	283.97	58°20'00"	155.23	400.00
D	41.55	09°57'07"	20.79	400.00
E	402.65	43°03'32"	211.18	600.00
F	128.63	22°20'00"	70.53	400.00
G	244.43	35°00'43"	126.11	400.00

LOT A =14.72 ACRES
SE 1/4 SE 1/4 = 31.38 ACRES



SWENSON, HAGEN & COMPANY P.C.


REPLAT OF LOTS 3A, 3B, 3C, 3D, 3E, 3F, 3G, AND 3H OF
LOT 3, BLOCK 4 OF HEART RIDGE ADDITION
SE 1/4 of Section 34, T. 139 N., R. 81 W.
to the City of Mandan, Morton County, North Dakota
DESCRIPTION
SURVEYOR'S CERTIFICATE
STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH
OWNER'S CERTIFICATE & DEDICATION
STATE OF NORTH DAKOTA
COUNTY OF Burleigh
APPROVAL OF CITY PLANNING COMMISSION
APPROVAL OF BOARD OF CITY COMMISSIONERS
APPROVAL OF CITY
Grid North
Scale 1" = 40'
Original Sheet Size: 24" x 36"
Survey Date: April 9, 2014
North Dakota State Plane Coordinate System of 1983 (NAD83)
Units: International Foot
International Foot Definition
Basis of Bearing is Grid North
Monuments to be Set
Found Monuments in Place
NICOLA 1ST ADDITION
HEART RIDGE ADDITION
BLOCK 4
7TH AVENUE SE
14TH STREET SE
SECTION LINE
LOT 1 9443 SF
LOT 2 7408 SF
LOT 3 9443 SF
LOT 4 9665 SF
LOT 5 7408 SF
LOT 6 9443 SF
N 90° 00' 00" E 249.99'
N 90° 00' 00" W 249.73'
N 00° 00' 00" W 201.14'
S 00° 03' 57" W 201.14'
S 89° 59' 17" W
N 00° 17' 39" E
SE Corner
Sec. 34
N: 139 N, R. 81 W.
E: 1873185.34
65-6108550
65-6108585
65-6108590
65-6108595
65-6108600
65-6108605
65-6108610
65-6108615

HEART RIDGE TWINHOME ADDITION

A REPLAT OF LOT 3 & LOT 4, BLOCK 1 OF THE REPLAT OF LOTS 3A, 3B, 3C, 3D, 3E, 3F, 3G & 3H OF LOT 3, BLOCK 1, HEART RIDGE ADDITION IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

OWNER:
JASON FRANK
4601 BROADWAY NORTH DRIVE S.E.
MANDAN, NORTH DAKOTA 58554

ENGINEER:
KLJ
4646 COLUMBAN ST.
BISMARCK, NORTH DAKOTA 58503

VICINITY MAP
1" = 1000'

DESCRIPTION

A REPLAT OF LOT 3 & LOT 4, BLOCK 1, OF THE REPLAT OF LOTS 3A, 3B, 3C, 3D, 3E, 3F, 3G & 3H OF LOT 3, BLOCK 1, HEART RIDGE ADDITION IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1 OF THE REPLAT OF LOTS 3A, 3B, 3C, 3D, 3E, 3F, 3G & 3H OF LOT 3, BLOCK 1 OF HEART RIDGE ADDITION AS DESCRIBED IN DOCUMENT NO. 459012, RECORDS OF MORTON COUNTY, NORTH DAKOTA; THENCE S 00°07'53" W ALONG THE EAST LINE THEREOF, 201.20 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING ALONG THE EAST LINE OF SAID BLOCK 1, S 00°07'53" W A DISTANCE OF 201.20 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 1; THENCE N 89°50'00" W ALONG THE SOUTH LINE OF SAID BLOCK 1, A DISTANCE OF 85.94 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID BLOCK 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 4 N 00°00'00" E A DISTANCE OF 51.45 FEET; THENCE N 89°50'00" W A DISTANCE OF 51.83 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK 1; THENCE ALONG THE NORTH LINE OF SAID BLOCK 1, N 90°00'00" E A DISTANCE OF 85.94 FEET TO THE NORTH LINE OF SAID BLOCK 1; THENCE ALONG THE NORTH LINE OF SAID BLOCK 1, N 90°00'00" E A DISTANCE OF 85.94 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 17291 SQUARE FEET OR 0.397 ACRES.

OWNERS CERTIFICATE AND DEDICATION

I, THE UNDERSIGNED, BEING THE SOLE OWNER OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND TO DEDICATE ALL THE UNDERLAYED AREAS FOR PUBLIC USE AS SHOWN HEREON, AND TO GRANT EASEMENTS AS SHOWN HEREON, AND TO DEDICATE ALL PUBLIC WAYS AND OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE IMPROVEMENTS OR UNDER SUCH STREETS, ALLEYS, OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE UNDER, ON, OR OVER THESE CERTAIN STRIPS OF LAND AS DESIGNATED.

JASON FRANK

STATE OF NORTH DAKOTA
COUNTY OF _____ SS}

ON THIS _____ DAY OF _____, 2015, APPEARED BEFORE ME, JASON FRANK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, KEN A. CIRVIK, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE PROPERTY SURVEYED AND PLATTED, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENT A. CIRVIK
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3463

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH } SS}

ON THIS _____ DAY OF _____, 2015, BEFORE ME PERSONALLY APPEARED KENT A. CIRVIK, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON, LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS ACCEPTED THE DEDICATION OF ALL PUBLIC IMPROVEMENTS, EASEMENTS, AND OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, WAS APPROVED BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION THIS _____ DAY OF _____, 2015.

JIM HEIDBAUER - CITY ADMINISTRATOR

TAN TAN BEEK
PRESIDENT, BOARD OF CITY COMMISSIONERS

APPROVAL OF CITY ENGINEER

I, _____, CITY ENGINEER OF MANDAN, NORTH DAKOTA, HEREBY APPROVE HEART RIDGE TWINHOME ADDITION, MANDAN, NORTH DAKOTA AS SHOWN ON THE PLAT.

CITY ENGINEER, CITY OF MANDAN

NOTE:
SURVEY IS BASED ON U.S. STATE PLANE COORDINATE SYSTEM, NAD83, NORTH DAKOTA SOUTH ZONE (3302).

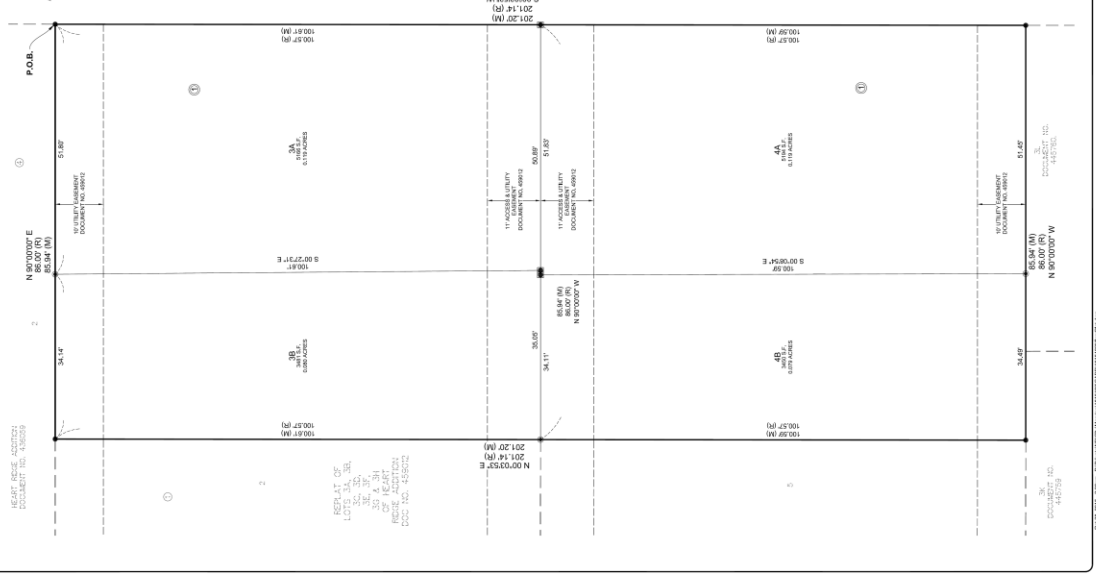
UNITS ARE IN INTERNATIONAL FEET.

DISTANCES SHOWN ARE GRID DISTANCES.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENT.

PLAT LEGEND

- REBAR & S 3405 CAP SET
- LS 3463 & LS 4067 PLASTIC CAP FOUND
- CHISELED "X" IN CONCRETE FOUND
- (M) MEASURED DISTANCES
- (R) RECORDED DISTANCES PER DOCUMENT NO. 459012
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED LOT LINE
- PROPOSED BOUNDARY LINE
- PROPOSED BLOCK NUMBER, EXISTING BLOCK NUMBER
- PROPOSED LOT NUMBER, EXISTING LOT NUMBER



N
W E
S

SCALE 1" = 10' OCTOBER 27, 2015

PLAT INFORMATION
NUMBER OF LOTS: 4
LOT 3A ACREAGE: 0.119 ACRES
LOT 3B ACREAGE: 0.080 ACRES
LOT 4B ACREAGE: 0.079 ACRES
LOT 4A ACREAGE: 0.119 ACRES
LOT 4B ACREAGE: 0.078 ACRES
TOTAL ACREAGE: 0.397 ACRES

CURRENT & PROPOSED ZONING: RM

FEMA INFORMATION:
PROPERTY IS LOCATED IN FEMA ZONE X, AND IS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM NO. 38059C0243J, EFFECTIVE APRIL 16, 2013.

KLJ

© KLJ 2015

Oct 28, 2015 - 2:29pm - P:\Files\HR\Dg\Monroe\151040\CADD\151040Boundary.dwg

Consent No. 11

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Public Works Department
DEPARTMENT DIRECTOR:	Jeff Wright, Public Works Director
PRESENTER:	Jeff Wright, Public Works Director
SUBJECT:	Consider for approval Partial Payment # 5 – FINAL, to Thirkettle Corporation for the Water Meter Improvements Project

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STATEMENT/PURPOSE: Consider Partial Payment #5 – FINAL for $195,146.02 for the Water Meter Improvements Project.

BACKGROUND/ALTERNATIVES: Final pay request for the Water Meter Improvement Project as the contractor, Thirkettle Corp. has completed their work and has been accepted by the engineer, AE2S. The project updated old water meters, standardized the reading method and ensured accurate billing to the users and the city. We can now read on demand, review consumption history, detect leaks and detect tampering.

Approximately 200 meters are to be installed by city staff due to bad plumbing issues, inaccessible meters and no shows at scheduled meter change out dates. The system is currently reading around 99.9% of the meters and transceivers installed.

ATTACHMENTS:

- Letter of Recommendation from AE2S
- Partial Payment #5 - FINAL

FISCAL IMPACT: The total approved SRF Loan = $2,400,000. Project construction costs were under about 25.5%.

STAFF IMPACT: N/A

LEGAL REVIEW: Documentation has been forwarded to Attorney Brown.

RECOMMENDATION: Recommend approval of Partial Payment No. 5 – FINAL to Thirkettle Corporation for the Water Meter Improvements Project for $195,146.02.

SUGGESTED MOTION: Move to approve Partial Payment No. 5 to Thirkettle Corporation for the Water Meter Improvements Project for $195,146.02.

www.ae2s.com

October 28, 2015

To the President and Commissioners
of the Mandan Board of City Commission
c/o Jeff Wright, Director of Public Works
411 6th Avenue SW
Mandan, ND 58554

Re: Mandan Water Meter Improvements Project
Recommendation for Final Estimate for Partial Payment No. 5 - FINAL

Dear Mr. Wright:

Enclosed herewith, please find the Final Estimate for Partial Payment No. 5- FINAL for the referenced project and accompanying original Application for Payment from the Contractor along with invoices of work completed. We recommend payment to Thirkettle Corporation for Work performed during the pay period in the amount of $195,146.02.

We sincerely appreciate the opportunity to provide professional engineering services to the City of Mandan and are pleased to submit this application for final payment for the referenced project. Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

AE2S

Kenneth J. Weber, PE
Project Manager

Encl.

C: Michael Cartwright, Thirkettle Corporation
Lisa Ansley, AE2S

L:\City of Mandan\P00510-2013-00 Mandan Water Meter Improvements\060 Construction\Pay Estimates\Partial Pay Estimate #5_FINAL\[Thirkettle Corp] Pay app 5_FINAL.docx

Advanced Engineering and Environmental Services, Inc.
1815 Schafer Street Suite 301 • Bismarck, ND 58501 • (t) 701-221-0530 • (f) 701-221-0531

FINAL ESTIMATE FOR PAYMENT REQUEST NO 5 - FINAL

Project Number:	P00510-2013-000
Project Name:	Mandan Water Meter Improvements Project
Location:	Mandan, North Dakota
Owner's Name & Address:	City of Mandan, 205 Second Ave NW, Mandan ND 58554
For the Period:	11/14/2014 to 09/10/15
Contractor:	Thirkettle Corporation
Engineer:	Advanced Engineering and Environmental Services, Inc.
Estimated Cost:	$1,520,634.59

Original Contract Work Completed			$	1,389,194.59
Material on hand:			$	0.00
Change Orders				
CO #1 - AMI Agreement	($131,440.00)	100%	$	-131,440.00
CO #2 - Woodland Vault and Misc.	$61,791.24	100%	$	$61,791.24
CO #3 - Countryside Meter Vault	$45,000.00	100%	$	$45,000.00
CO #4 - MWWS Master Meters	$11,801.98	100%	$	$11,801.98
CO #5 - Time Extension	$0.00	100%	$	$0.00
CO #6 - Balancing Change Order	($134,471.47)	100%	$	-$134,471.47
Change Order - Subtotal	($147,318.25)		$	-147,318.25
Total:	***100.0% Complete***		$	1,373,316.34
Retainage:	0% of Work Progress		$	0.00
Total - Less Retained Percentage:			$	1,373,316.34
Amount Previously Paid:			$	1,178,170.32
Subtotal Amount Due This Estimate:			$	195,146.02
Unpaid From Previous Estimates:			$	0.00
Total Amount Due This Estimate:			$	**195,146.02**

Partial Pay Estimate No. 1	$779,549.95
Partial Pay Estimate No. 2	$247,152.72
Partial Pay Estimate No. 3	$70,117.42
Partial Pay Estimate No. 4	$81,350.23
Total:	$1,178,170.32

I hereby certify that I have prepared this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Contractor. All work and materials included in the estimate have been performed and supplied in full in accordance with the terms and conditions of the corresponding construction contract documents and authorized changes thereto.

Date: October 28, 2015

Advanced Engineering and Environmental Services, Inc.

Mandan Water Meter Improvements Project
City of Mandan, North Dakota
Thirkettle Corporation

ITEM NO.	DESCRIPTION OF ITEM	QUANTITIES PLANNED	CURRENT	PREVIOUS	TOTAL		Unit Price	Total Value of Work	TOTAL AMOUNT COMPLETED
A	Bonding	1.00	0.00	1.00	1.00		$ 10,341.40	$10,341.40	$10,341.40
B	Mobilization	1.00	0.00	1.00	1.00		$ 1,500.00	$1,500.00	$1,500.00
C1	5/8" x 3/4" AccuStream w/ Radios	279	73.00	206.00	279.00		$ 182.58	$50,939.82	$50,939.82
C2	3/4" AccuStream w/ Radios	1126	72.00	1054.00	1126.00		$ 197.81	$222,734.06	$222,734.06
C3	1" Accustream w/ Radios	883	139.00	744.00	883.00	*	$ 231.06	$204,025.98	$204,025.98
C4	1" Accustream w/ Radios	200	200.00	0.00	200.00		$ 231.06	$46,212.00	$46,212.00
D1	1_1/2" Commercial Meter w/ Radio	58	23.00	35.00	58.00		$ 496.34	$28,787.72	$28,787.72
D2	2" Commercial Meter w/ Radio	45	18.00	27.00	45.00		$ 687.51	$30,937.95	$30,937.95
D3	3" Commercial Meter w/ Radio	21	4.00	17.00	21.00		$ 1,498.21	$31,462.41	$31,462.41
D4	4" Commercial Meter w/ Radio	5	2.00	3.00	5.00		$ 2,521.89	$12,609.45	$12,609.45
D5	6" Commercial Meter w/ Radio	9	5.00	4.00	9.00		$ 4,266.90	$38,402.10	$38,402.10
E1	Radio Transcievers	3900	372.00	3528.00	3900.00	*	$ 79.35	$309,465.00	$309,465.00
F1	Scheduling	6326	154.00	6172.00	6326.00	*	$ 4.00	$25,304.00	$25,304.00
F2	Installation of Residential Meters	2288	284.00	2004.00	2288.00	*	$ 49.75	$113,828.00	$113,828.00
F3	Installation of Commerical Meters	138	52.00	86.00	138.00	*	$ 131.00	$18,078.00	$18,078.00
F4	Installation of Transceivers on Existing Meters	3900	372.00	3528.00	3900.00	*	$ 36.00	$140,400.00	$140,400.00
H1	Curb Stop Replacement	25	25.00	0.00	25.00	*	$ 4,000.00	$100,000.00	$100,000.00
H2	Shut-off Valve Replacement	30	30.00	0.00	30.00	*	$ 138.89	$4,166.70	$4,166.70
								$1,389,194.59	$1,389,194.59

* Indicates quantities adjusted by Change Order No. 6 - Balancing Change Order.

Consent No. 12

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, P.E., Principal Planner
SUBJECT:	Consider for approval replat of Blocks 1 and 3, West Hills Estates Fourth Addition

STATEMENT/PURPOSE:
Request is to replat each block to add one additional lot to each block.

BACKGROUND/ALTERNATIVES:
This area has not been developed yet so no infrastructure adjustments are needed to accommodate this realignment of lot lines.

ATTACHMENTS:

1. Aerial photo
2. West Hills Estates Fourth Addition plat
3. Proposed replat

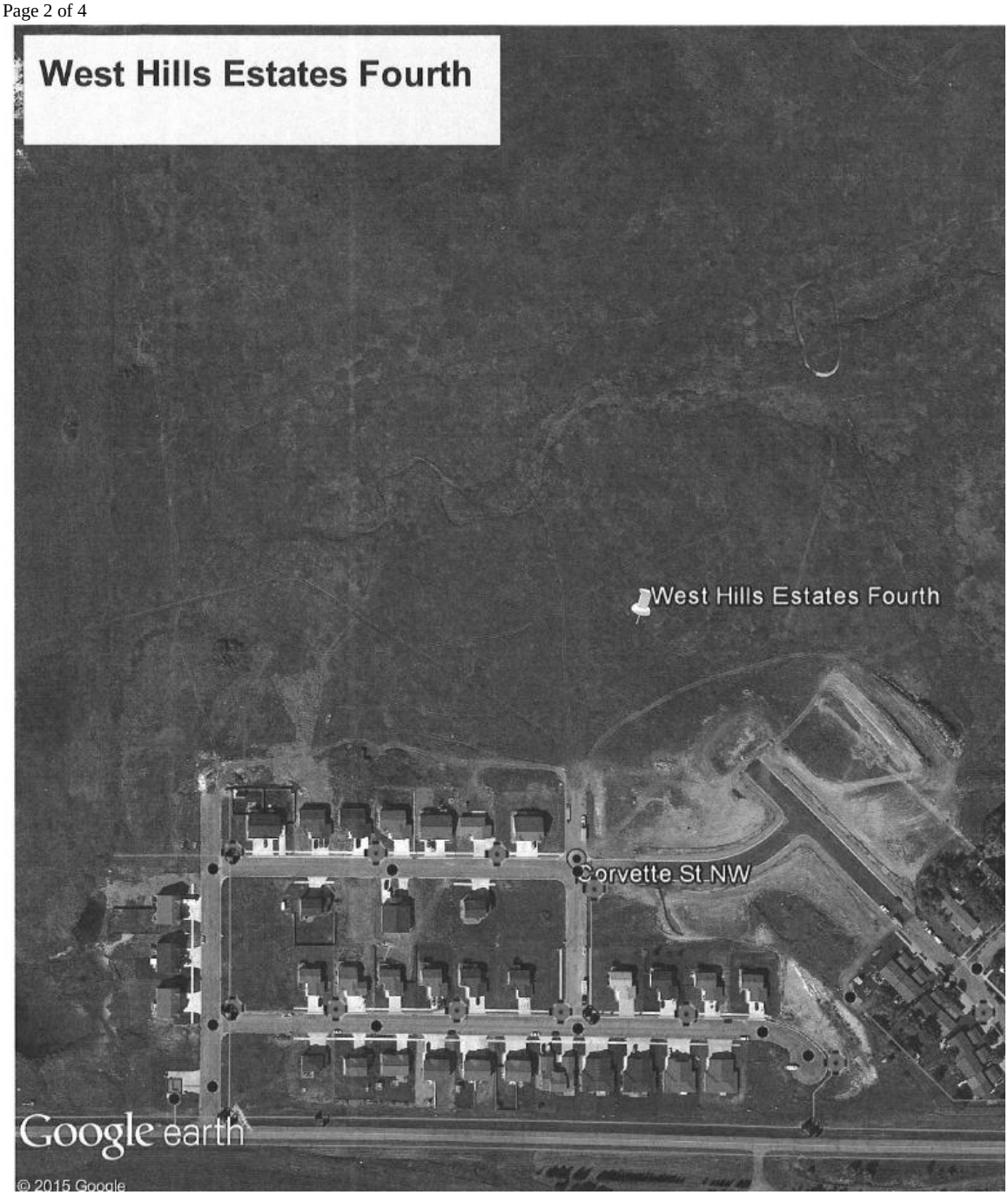
FISCAL IMPACT: minimal

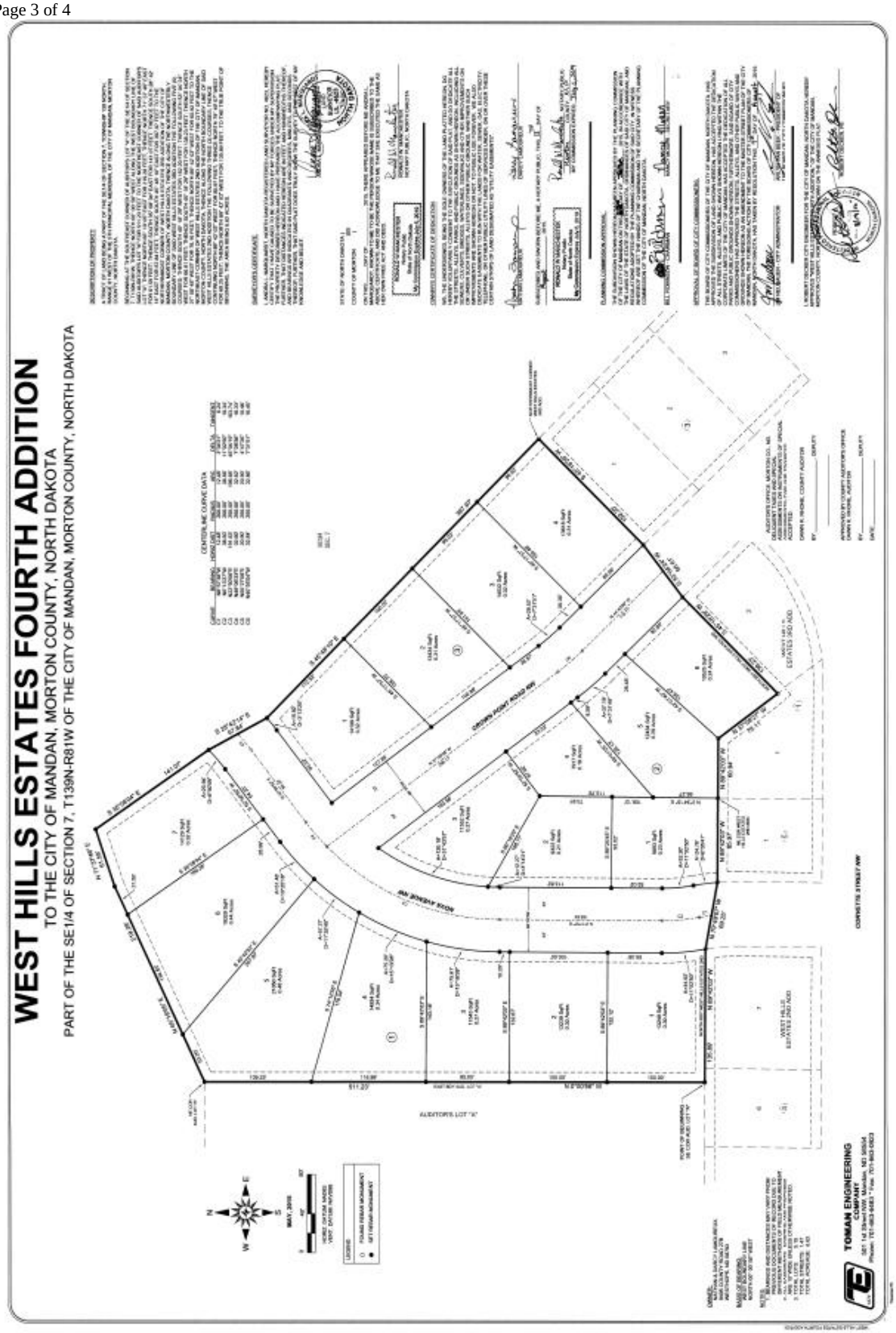
STAFF IMPACT: minimal

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

RECOMMENDATION:
Recommend approval.

SUGGESTED ACTION:
Move to approve replat of Blocks 1 and 3, West Hills Estates Fourth Addition

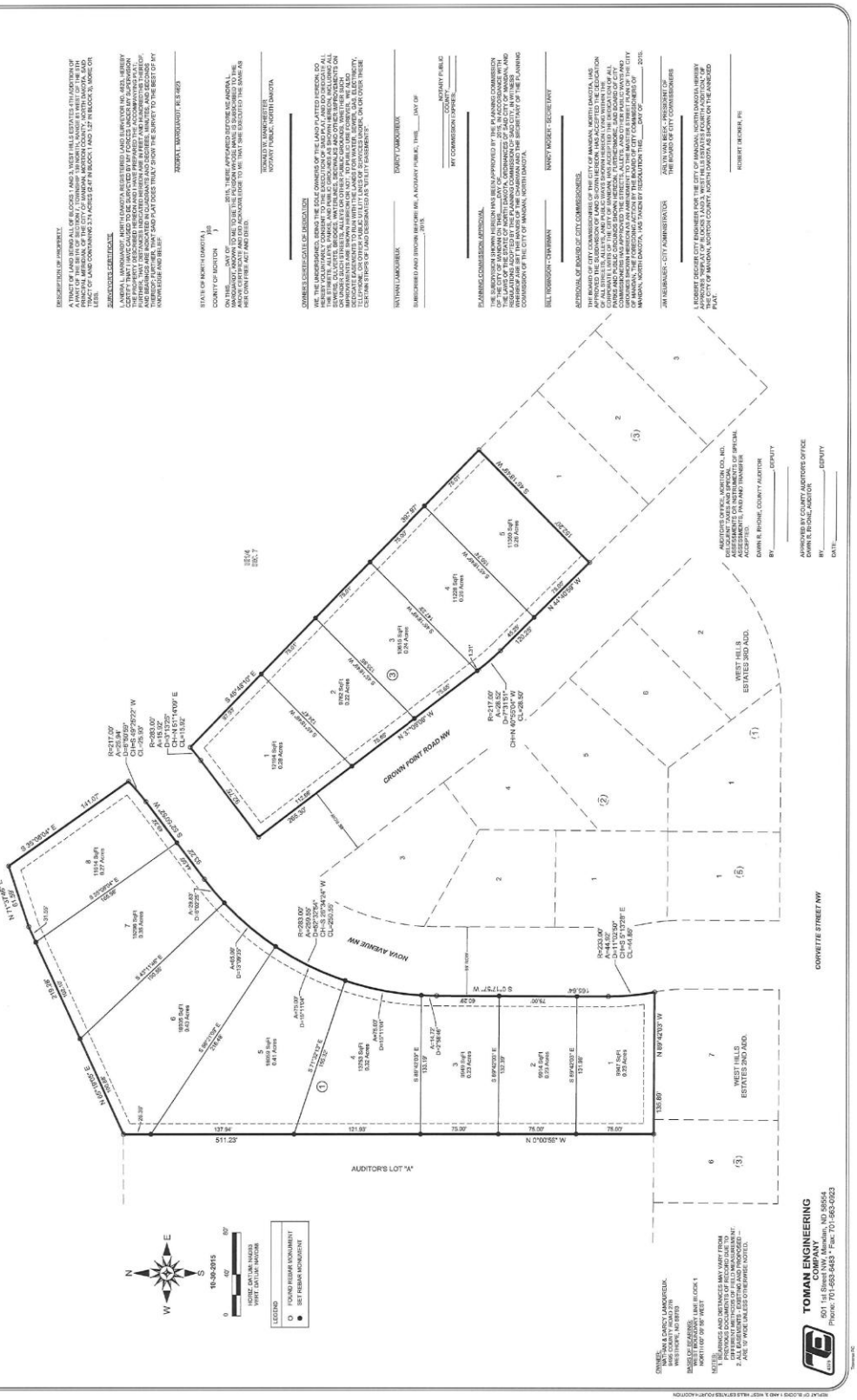

West Hills Estates Fourth
West Hills Estates Fourth
Corvette St NW
Google earth
© 2015 Google


WEST HILLS ESTATES FOURTH ADDITION
TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
PART OF THE SE1/4 OF SECTION 7, T139N-R81W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
TOMAN ENGINEERING COMPANY

REPLAT OF BLOCKS 1 AND 3, WEST HILLS ESTATES FOURTH ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

ALL OF BLOCKS 1 AND 3, WEST HILLS ESTATES 4TH ADDITION OF A PART OF THE SE1/4 OF SECTION 7, T139N-R81W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



OLD BUSINESS #1

MANDAN

Water Meter Improvements Project

CITY OF MANDAN

AE2S

Project Update to City Commission

Brian Viall, EIT

Mandan Water Meter Improvements Project

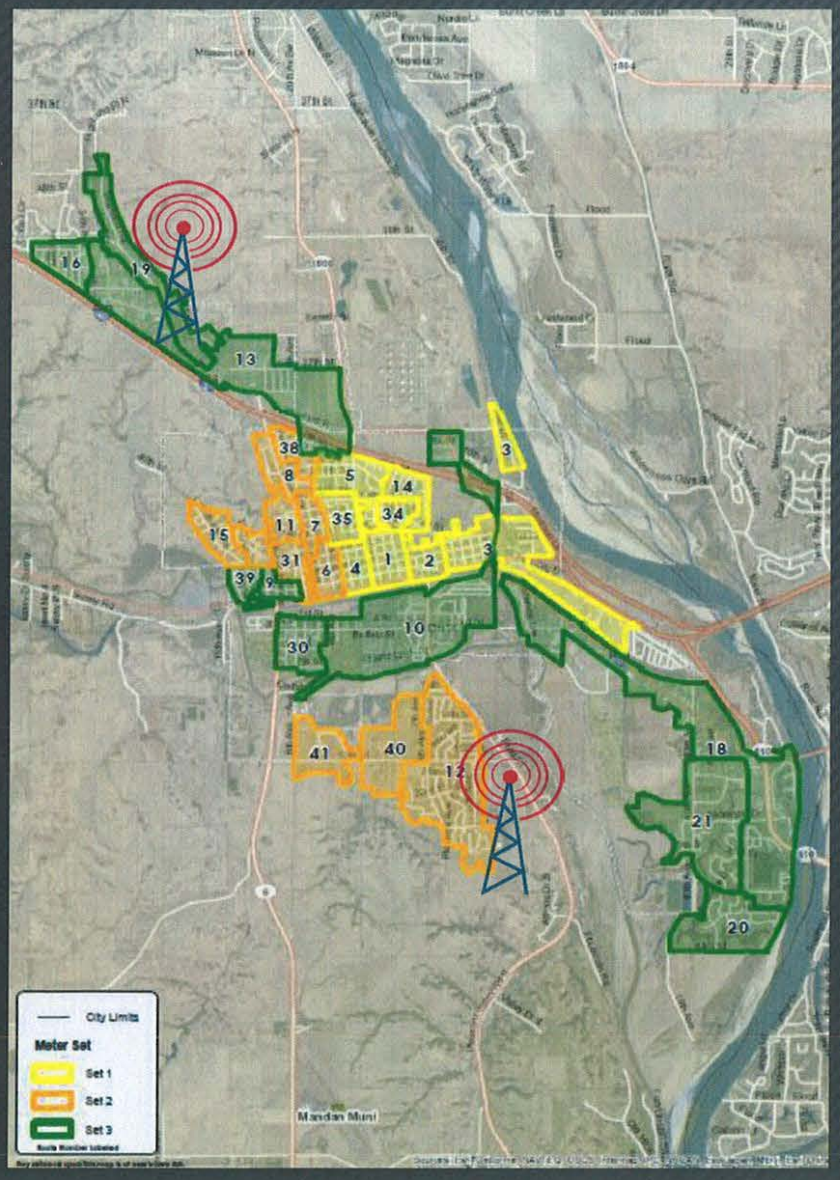
Project Goals

WHY?

- Update old water meters
- Standardize reading method across accounts
- Ensure accurate billing to users

Mandan Water Meter Improvements Project

Resulting Meter Reading System



Two Radio Base Stations

- Leased Spectrum

Reading Capabilities:

- Reads on Demand
- Consumption History
- Leak Detection
- High Flow / Pipe Break
- Tamper Detection

Mandan Water Meter Improvements Project

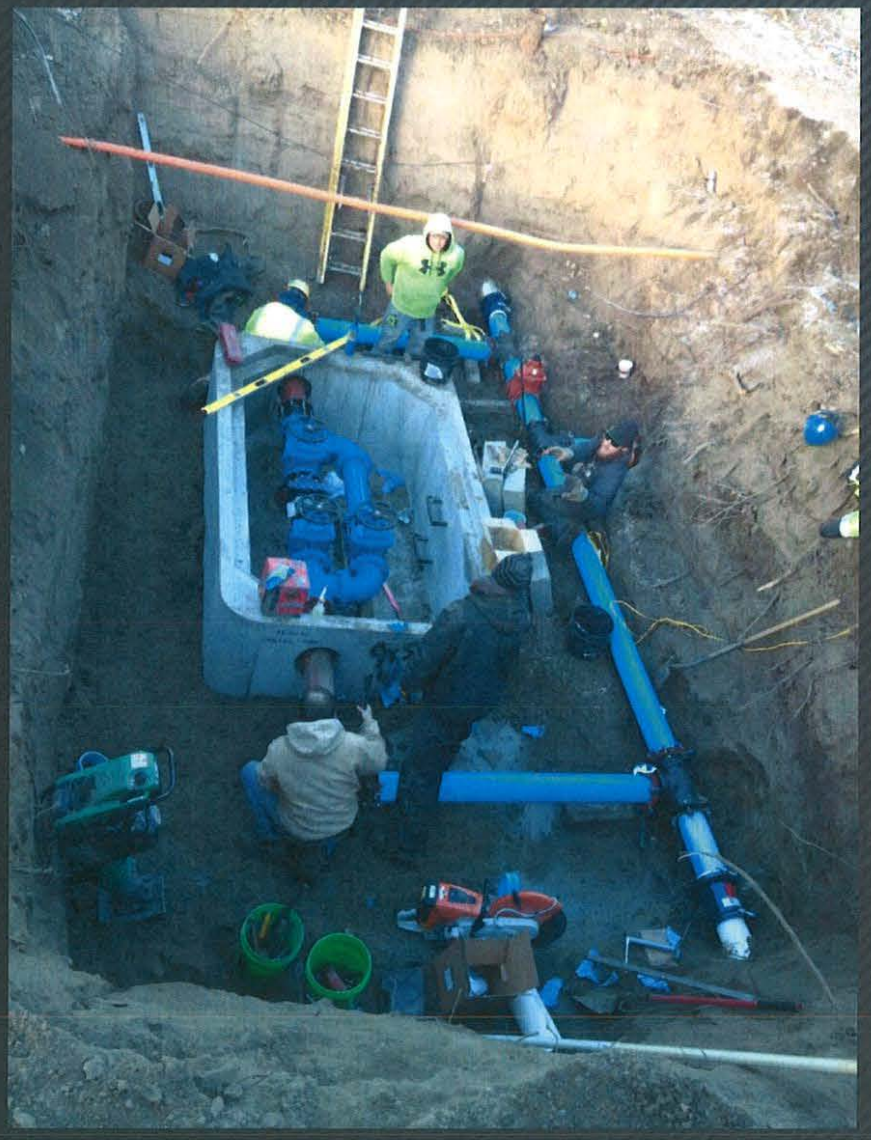
Account Information

Water Meter Accounts **- Included in Project**	**7058** **6386**
Meters being read by Towers	6835
Remaining Meters • To be completed by City • Bad Plumbing • Inaccessible Meters • No-shows	200 (+/-)
Reading %*	99.9%

* New Meters and/or Transceivers

Woodland Master Meter Vault

Change Order 2



- Mobile home park across from Corral Sales
- Previously never had a master meter
- Park now compliant with City policy

Countryside Estates Meter Vault

Change Order 3

- Mobile home park across from McDonald's
- Meter now complies with City Policy
- Added isolation valve to isolate from Strip

Missouri West Water System

Four Master Meter Vaults

- North Mandan Meter Vault
- Captain's Landing Meter Vault
- HWY 6 / Airport Booster Station
- West Mandan Meter Vault

BENEFITS

- Allows City to read, monitor, and bill MWWS directly
- Maintains MWWS reading capabilities

Mandan Water Meter Improvements

Funding, Budget, and Expenses

Funding Source - SRF Loan	**$2,400,000.00**
Construction Budget	$2,003,000.00
Engineering Budget	$187,000.00
Administrative Budget	$10,000.00
Contingencies	$200,000.00
Expenses - Total	**$1,665,836.39**
Construction Expenses to Date	$1,492,126.34
Engineering Expenses to 9/30/15	$163,710.05
Administrative Expenses	$10,000.00
Over / (Under) - Total Budget	**(30.5%)**

Thank You!

CITY OF MANDAN

Mandan Water Meter Improvements Project Update to City Commission

Brian Viall, EIT

New Business No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 28, 2015
SUBMITTING DEPARTMENT:	Police & Fire
DEPARTMENT DIRECTOR:	Dennis Bullinger, Police Chief & Steve Nardello, Fire Chief
PRESENTER:	Dennis Bullinger, Police Chief & Steve Nardello, Fire Chief
SUBJECT:	Combined Communications Center Agreement

STATEMENT/PURPOSE: A recommended Agreement for Joint Exercise of Governmental Powers for combined communications services between Bismarck, Burleigh and Mandan has been prepared for consideration of approval.

BACKGROUND/ALTERNATIVES: Mayor Van Beek, Commissioner Tibke, Administrator Neubauer, City Attorney Brown, Chief Bullinger and Chief Nardello have met along with representatives of the Bismarck/Burleigh Combined Communications Center to create an agreeable and equitable Agreement for Joint Exercise of Governmental Powers for communications services. We believe that the attached Agreement for Joint Exercise of Governmental Powers and Charter documents will provide the City of Mandan with proper representation and equitable budgetary percentages for a regional combined communications center. We would like to add that the process went very well with no animosity or agencies conceding any needs. The proposed Agreement was presented to and approved by the Bismarck Board of City Commission on October 27, 2015 and on the Burleigh County Commission agenda for November2, 2015.

Mayor Van Beek, Administrator Neubauer, City Attorney Brown, Finance Director Welch, Chief Bullinger and Chief Nardello have also met with representatives of Morton County to create an agreeable and equitable MOU for the dissolution of the Morton/Mandan Communications Center. The proposed Agreement allows for 911 fees collected by Morton County to transfer as revenue to the City of Mandan based on the percentage of population of the city. The 911 fees will be calculated after Morton County deducts the mandatory 15% to the Association of Counties not to be deducted for the second time by the City of Bismarck. We are hoping to have the dissolution completed within the next two weeks.

ATTACHMENTS: Agreement for Joint Exercise of Governmental Powers and Charter proposals

FISCAL IMPACT: The proposed Agreement for Joint Exercise of Governmental Powers contains operational and capital funding considerations of which Mandan will be responsible for 20% of the operational budget. The original thought was 18% share of operational budget for Mandan's share or $313,000 plus $100,000 for equipment relocation that is contained within the 2016 budget. The 20% proposal will leave the City of Mandan approximately $34,000 short of the 2016 budget allowance however; we believe that equipment relocation cost will be closer to $50,000 to provide adequate funding for 2016. In addition, the Alarm fund would have sufficient funds to cover the shortfall should equipment relocation expenses exhaust all $100,000 of the allocated funds.

STAFF IMPACT: We believe that dispatch services will improve to emergency responders as there will be more dispatchers per shift.

LEGAL REVIEW: Attorney Brown has reviewed the proposed documents finding no additions or corrections needed.

RECOMMENDATION: We recommend that the City of Mandan approve the proposed Agreement for Joint Exercise of Governmental Powers with the City of Bismarck and County of Burleigh for a combined communications center.

SUGGESTED MOTION: Motion to approve the proposed Agreement for Joint Exercise of Governmental Powers with the City of Bismarck and County of Burleigh for a combined communications center with a new center name to be determined at a later date.

Revision 10.23.15

Charter Document

Organization Name: To Be Determined (9-1-1 Authority)
To Be Determined (Regional Communications Center)

Governance Organization

1.0 Board of Directors (9-1-1 Authority)

1.0.1 Membership
- Commissioner, Bismarck City Commission
- Commissioner, Mandan City Commission
- Commissioner, Burleigh County Commission

1.0.2 Formation
Each member of the Board of Directors shall be appointed by his/her parent governing body and shall serve as a Director on the Board of Directors. These appointments will be made at the time the Joint Powers Agreement is approved. After approval of the Joint Powers Agreement the Bismarck and Mandan Director shall be appointed in odd numbered years and the Burleigh Director shall be appointed in even numbered years. A Director may be reappointed by his/her parent governing body for subsequent term(s). If any Director ceases to be an elected official of a member during his or her term, such seat shall be vacant until a successor elected official is appointed by the member. The Board of Directors shall designate a chairman and a vice-chairman from among its members to coordinate meetings as well as execute contracts as required. The Director of the (Regional Communications Center) shall serve as the Administrative Secretary to the Board of Directors.

1.0.3 Quorum and Voting
A majority of the Board of Directors shall constitute a quorum for doing business. The Board of Directors shall work toward consensus and each Director shall have one non-weighted vote on matters coming before the Board.

1.0.4 Alternate
Each governing body may designate an alternate to serve as a Director on the Board of Directors in the event the appointed member cannot serve or is otherwise unavailable to conduct business.

1.0.5 Powers and Duties
a. To serve as the governing body referenced in Chapter 57-40.6 of the North Dakota Century Code, on behalf of the members.
b. To oversee the administration, planning, and operation of the (Regional Communications Center) and to recommend the annual operating budget to the members.
c. To appoint a Director and hire staff necessary to operate the (Regional Communications Center), subject to the limits of annual or other appropriations and policy approved by the members.
d. To enter into contracts for the purchase, leasing or sale of equipment and/or services necessary to carry out its powers and duties, subject to the limits of annual or other appropriations approved by the members.
e. To plan for future needs of the members in relation to public safety communications and make appropriate recommendations to the members.

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f. To ensure all expenditures of fee proceeds collected under 57-40.6-02 support the emergency services communication system and comply with rules promulgated by the Emergency Services Communications Coordinating Committee (ESCCC) (ref: NDCC 57-40.6-12).
g. To apply for and accept grants from any public or private entity when such grants may be applied to reduce the required obligations of the members.
h. To appoint committees to assist in carrying out its powers and duties.
i. To establish rules, policies and directives for the maintenance and operation of the (Regional Communications Center).
j. Such other powers and duties as may be assigned from time to time by the members through the Joint Powers Agreement.

1.0.6 Meetings
The Board of Directors shall meet at minimum, twice per year, or at any special time as determined by the Chairman of the Board.

2.0 Executive Committee

2.0.1 Membership
- Police Chief, Bismarck Police Department
- Police Chief, Mandan Police Department
- Fire Chief, Bismarck Fire Department
- Fire Chief, Mandan Fire Department
- Sheriff, Burleigh County Sheriff's Office
- Fire Chief, Bismarck Rural Fire Department
- Director, Metro Area Ambulance Service

2.0.2 Formation
The Executive Committee shall consist of the public safety administrators of the members. Each member of the Executive Committee shall have a designated alternate in the event the appointed member cannot serve or is otherwise unavailable to conduct business. These appointments will be made at the time the Joint Powers Agreement is approved. The Executive Committee shall designate a chairman and a vice-chairman from among its members to coordinate meetings and conduct business. The chairman, or designee, shall represent the Executive Committee on issues going before the Board of Directors. The Director of the (Regional Communications Center) shall serve as the Executive Secretary to the Executive Committee.

2.0.3 Quorum and Voting
A majority of the Executive Committee shall constitute a quorum for doing business. Each member of the Executive Committee shall have one non-weighted vote.

2.0.4 Powers and Duties
a. To provide direction and oversight of the operations of the (Regional Communications Center), subject to the policy and budget limitations established by the Board of Directors.
b. To carry out policy decisions of the Board of Directors and make recommendations to the Board of Directors.
c. Review, modify and recommend the proposed annual operating and capital budgets prepared by the Director prior to submittal to the Board of Directors.
d. Assist the Board of Directors in the recruitment of candidates for the position of Director of the (Regional Communications Center), provide recommendations to the Board of Directors

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on the hiring, discipline and termination of the Director and assist in evaluating the performance of the Director.

e. Establish and assign tasks to any advisory subcommittees as the Committee deems necessary.
f. Review and approve operating policies of the (Regional Communications Center).

2.0.5 Meetings
The Executive Committee shall meet at minimum, quarterly, or at any special time as determined by the Chairman of the Committee. Only a Committee member or his/her alternate, may vote on matters before the Committee.

3.0 Public Safety Technology Subcommittee

3.0.1 Membership
- IT Manager, City of Bismarck
- Director, (Regional Communications Center)
- One representative of each member public safety agency as appointed by that agency.
- IT System Administrators, City of Bismarck, (who maintains public safety systems)

3.0.2 Formation
The Public Safety Technology Subcommittee shall consist of the IT Manager, direct IT support staff, the Director of the (Regional Communications Center), and representatives of each member's law enforcement, fire and emergency medical services. Appointments to the Subcommittee will be made after the Joint Powers Agreement is approved. Department representatives shall be appointed by their department head and must have direct knowledge in the use and operation of information technology systems in the public safety environment. The Public Safety Technology Subcommittee shall designate a chairman and a vice-chairman from among its members to coordinate meetings and conduct business.

3.0.3 Quorum and Voting
A majority of the Public Safety Technology Subcommittee shall constitute a quorum for doing business. The Public Safety Technology Subcommittee shall operate on consensus agreement but may require a vote if deemed necessary by the Chairman. Representatives from the City of Bismarck Information Technology Division shall carry only one vote in total. Any votes shall be non-weighted.

3.0.4 Powers and Duties
a. To review, plan and recommend public safety information technology solutions to the Executive Committee for approval and presentation to the Board of Directors.
b. To review maintenance plans and issues arising with systems. Explore/develop resolutions to issues brought forward.
c. To coordinate with operational subcommittees on IT related issues.
d. To coordinate with other entities and providers with direct and indirect relation to the delivery of public safety technology solutions (ex. North Dakota Information Technology Department, North Dakota 9-1-1 Program Manager, contract service providers, etc).
e. To coordinate public safety technology system maintenance, upgrades, etc.

3.0.5 Meetings
The Public Safety Technology Subcommittee shall meet at minimum, twice per year, or at any special time as determined by the Chairman of the Subcommittee. Only a Subcommittee member may vote on matters before the Subcommittee.

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4.0 Operations Subcommittees

4.0.1 Membership
- One representative of each member public safety agency as appointed by that agency.

4.0.2 Formation
The Law Enforcement Operations Subcommittee shall consist of one representative of each member Law Enforcement agency as appointed by that agency. The Fire/EMS Operations Subcommittee shall consist of one representative of each member Fire and EMS agency as appointed by that agency. Appointments to each Subcommittee will be made after the Joint Powers Agreement is approved. Department representatives shall be appointed by their department head and must have direct knowledge and influence over their respective departmental policy and have a thorough understanding of public safety communications practices. Each Subcommittee shall designate a chairman and a vice-chairman from among its members to coordinate meetings and conduct business. The (Regional Communications Center) shall appoint staff to serve on each Subcommittee.

4.0.3 Quorum and Voting
A majority of the Law Enforcement Operations Subcommittee shall constitute a quorum for doing its business. A majority of the Fire/EMS Operations Subcommittee shall constitute a quorum for doing its business. Each Subcommittee shall operate on consensus agreement but may require a vote if deemed necessary by the respective Chairman. Any votes shall be non-weighted. Staff appointed by the (Regional Communications Center) shall serve in an advisory capacity and shall not vote.

4.0.4 Powers and Duties
a. To research, plan and draft working policy documents for review and approval by the Executive Committee and implementation by the (Regional Communications Center).
b. To serve as the dispatch review committee for all Law, Fire and EMS incidents.
c. To plan joint exercises, training and other improvement strategies for communications practices and to identify gaps in knowledge, skills and technology.
d. To recommend training initiatives to be considered by the Executive Committee.
e. To recommend changes in communications protocols to be considered by the Executive Committee.
f. To coordinate with the Public Safety Technology Subcommittee on items that may be addressed by new and or improved IT systems or practices.

4.0.5 Meetings
The Law Enforcement Operations Subcommittee and the Fire/EMS Operations Subcommittee shall each meet on a monthly basis except that on each quarter, both Subcommittees shall meet as one to discuss broader-based issues for multi-discipline response and communications. Only a Subcommittee member may vote on matters before the Subcommittee.

5.0 Communications Director

5.0.1 Appointment and Vacancy
a. The (Regional Communications Center) shall have a chief operating officer with the title of Communications Director (Director). The Director shall report to the Executive Committee for administration and operation of the (Regional Communications Center).

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Revision 10.23.15

AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS

(NAME) REGIONAL 911 AUTHORITY
&
(NAME) REGIONAL COMMUNICATIONS CENTER ((CENTER ABBRV))

The City of Bismarck, North Dakota, City of Mandan, North Dakota, and Burleigh County, North Dakota, hereby agree to jointly and cooperatively exercise their respective separate powers with regard to the establishment, operation, funding and administration of a consolidated public safety communications system. This Agreement is for the purpose of consolidating public safety communications functions in the City of Bismarck, City of Mandan, and Burleigh County, and providing for joint operation, funding and administration of the system. The City of Bismarck, City of Mandan, and Burleigh County, collectively known as the "**Parties**", agree as follows:

BISMARCK and **MANDAN** are separate home rule cities each organized and operated under Home Rule Charters pursuant to Chapter 40-05.1, North Dakota Century Code. **BURLEIGH** County is organized and operated pursuant to Title 11 of the North Dakota Century Code.

The **Parties** have the authority to enter into a Joint Powers Agreement pursuant to Section 54.40.3-01, North Dakota Century Code and Article VII, Section 10 of the North Dakota Constitution. The **Parties** each have the authority to operate and provide for public safety communications services.

FOR VALUABLE CONSIDERATION and pursuant to Chapter 54-40.3, North Dakota Century Code, and Article VII, Section 10, North Dakota Constitution, the **Parties** agree as follows (the "Agreement"):

1. **Establishment of 911 Authority**. The **Parties** hereby establish the (NAME) Regional 911 Authority to implement, operate, fund and administer a joint 911 program. Pursuant to authority granted in Chapter 57-40.6, North Dakota Century Code, the **Parties** have established the Authority to serve as their governing body under Chapter 57-40.6.

2. **Establishment of Combined Agency**. The **Parties** further establish the (NAME) Regional Communications Center ("(CENTER ABBRV)") to provide 911 emergency and non-emergency public safety communications services for the **Parties**.

3. **Administration of the (CENTER ABBRV)**. The (CENTER ABBRV) shall be managed under the (NAME) Regional 911 Authority (the "Authority"). The Authority membership shall include: A Commissioner appointed by the Bismarck City Commission, a Commissioner appointed by the Mandan City Commission, and a Commissioner appointed by the Burleigh County Commission. The Authority shall designate a chairman and a vice-chairman from among its members who shall be authorized to execute contracts and other documents on behalf of the Authority. Each member shall serve until his/her successor is appointed and qualified. A majority of the members of the Authority shall constitute a quorum for doing business.

4. **Powers and Duties of the Authority.** The Authority shall have the following powers and duties:

a. To serve as the governing body referenced in Chapter 57-40.6 of the North Dakota Century Code.

b. To oversee the administration, planning, and operation of the (CENTER ABBRV) and to recommend the annual operating budget to the members.

c. To hire staff necessary to operate the (CENTER ABBRV), subject to the limits of annual or other appropriations and policy approved by the **Parties**, pursuant to paragraph 8 of this Agreement.

d. To enter into contracts for the purchase, leasing or sale of equipment and/or services necessary to carry out its powers and duties, subject to the limits of annual or other appropriations approved by the **Parties**.

e. To plan for future needs of the **Parties** in relation to communications and make appropriate recommendations to the **Parties**.

f. To ensure all expenditures of fee proceeds collected under 57-40.6-02 support the emergency services communication system and comply with rules promulgated by the Emergency Services Communications Coordinating Committee (ESCCC) (ref: NDCC 57-40.6-12).

g. To apply for and accept grants from any public or private entity when such grants may be applied to reduce the required obligations of the **Parties**.

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h. To establish and appoint an executive committee and any other subcommittees to assist in carrying out its powers and duties.

i. To establish rules, policies and directives for the maintenance and operation of the (CENTER ABBRV).

j. Such other powers and duties as may be assigned from time to time by the **Parties** through this Agreement.

5. **Ambulance Services**. The (CENTER ABBRV) shall provide emergency medical dispatching services for ambulance services covered by this agreement.

6. **Funding of the (CENTER ABBRV)**. The (CENTER ABBRV), through the Authority, shall establish a budgeting process inclusive of fiscal agents from each of the **Parties**. The process shall coincide with the budgeting process of the **Parties** and annual budget management shall be accomplished through the **City of Bismarck**, complying with its ordinances, policies and procedures.

After revenue and that portion of 911 fees allocated for the annual operating budget, the remainder of the budget responsibility shall initially be split by the **Parties**:

80% - Burleigh County
- 35% - Burleigh County
- 65% - City of Bismarck

20% - City of Mandan

The allocated split shall be subject to review during the second year of operation and subsequent review and re-negotiation shall be every five (5) years thereafter, or as determined necessary by the Authority. Specialized grants that apply to specialized equipment, training or processes are excluded from this formula.

The **Parties** agree that the 911 fees collected under 57-40.6-02 shall be remitted to Burleigh County for management under the Authority but be accounted for as one fund. Any investment interest accrued on 911 fees shall remain within that fund. Fees collected will initially be allocated as follows:

70% - (CENTER ABBRV) annual operating budget revenue
15% - 911 Capital Improvement Fund
15% - North Dakota Association of Counties

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A copy of each 911 fee remittance receipt shall be provided to the Director of the (CENTER ABBRV) for tracking, planning and budgeting purposes.

Each of the **Parties** agrees to make financial allocations based on the adopted Authority budget.

The **City of Bismarck**, Finance Department shall bill each of the **Parties** no less than quarterly for their share of budgetary obligations under this Agreement.

7. **Director**. The Authority shall appoint and employ a Communications Director who shall be the chief operating officer responsible for the administration and day-to-day operations of the (CENTER ABBRV). The Director and all employees of the (CENTER ABBRV) shall be employees of the **City of Bismarck** for the purposes of payroll and benefits administration.

8. **Employment of Staff**. All employees necessary to operate the (CENTER ABBRV) shall be employees of the **City of Bismarck** and subject to all of the duties, rights, privileges and benefits of employees of the **City**. The Civil Service ordinances and other personnel ordinances of the **City** shall apply to and govern the hiring, employment, discipline, termination, pension and all other duties, rights, privileges and benefits of those employees. In the application of those ordinances, the Authority is the "appointing authority". The Bismarck Human Resources Department will be used to recruit and screen applicants for employment.

9. **Ownership of Property and Improvements**. The **Parties** agree that all real or personal property used in developing the consolidated (CENTER ABBRV) and any improvements hereinafter made pursuant to this Agreement will be under the name of the Authority. The Authority may acquire, hold or dispose of said real or personal property unless otherwise agreed upon.

10. **Central and Peripheral Systems**. The **Parties** agree that each **party** of the (CENTER ABBRV) shall remain responsible for the costs associated with peripheral system components such as mobile and portable radios, laptops, desktops, software licenses and other related components and the costs of acquiring, installing and maintaining said components. Central system components may be identified and budgeted under the Authority.

11. **Information Technology Services**. The **Parties** agree on the importance of dedicated information technology support services

and shall share in the funding of personnel to provide routine service and maintenance to associated public safety information technology systems under this Agreement. The personnel shall be assigned to work at the (CENTER ABBRV) and be supervised by the City of Bismarck Information Technology Manager.

12. **Amendment**. The **Parties** agree that the terms in this Agreement may be amended from time to time. Amendments shall require concurrence of each of the **Parties**.

13. **Liability**. Each **party** to this Agreement represents and warrants to the others that it has and shall maintain in effect adequate liability insurance through the North Dakota Insurance Reserve Fund, workforce safety, and other appropriate forms of insurance coverage sufficient to generally protect the respective **Parties** to this Agreement and their employees in carrying out the objectives of this Agreement

For any action brought against the (CENTER ABBRV) or against any of the **Parties** of the (CENTER ABBRV) resulting from the actions of the (CENTER ABBRV) for which NDIRF does not provide a defense, each **party** will contribute to the defense in proportion to its contributions under Paragraph 6 and the Parties shall agree to engage an attorney or attorneys to represent the (CENTER ABBRV). For any action brought against the (CENTER ABBRV) or against any of the **Parties** of the (CENTER ABBRV) resulting from the actions of the (CENTER ABBRV) for which NDIRF provides a defense, the parties agree that NDIRF may allocate the defense of the (CENTER ABBRV) or **party** against each of the **Parties'** NDIRF insurance policies in proportion to the **Parties'** contribution under Paragraph 6.

14. **Withdrawal or Dissolution**. Each of the **Parties** shall have an ownership interest equal to its representative share of its annual obligation in all equipment hereinafter purchased pursuant to this Agreement and all improvements hereinafter made pursuant to this Agreement to operate the (CENTER ABBRV).

After 5 years of operation under this Agreement, any **party** may withdraw from this Agreement upon giving one year advance written notice to the Authority. The one year notice shall be effective notice on the next January 1 following receipt by the Authority and withdrawal shall occur one year later. The withdrawal of a **party** shall not affect the continuation of this Agreement as to the remaining members of the (CENTER ABBRV). A **party** that withdraws shall remain jointly and severally liable for all debts, obligations and liabilities, which were incurred

on its behalf by the (CENTER ABBRV) during the term of its membership. The withdrawing member shall not be entitled to any accrued prorated benefits or value of contribution to the (CENTER ABBRV) unless deemed appropriate by the Authority and in an amount acceptable to the Authority. The Authority, at its sole discretion, may determine the nature and timing of any distribution or return of assets to a withdrawing member. A withdrawing member may be entitled to reimbursement, a return of a payment or a prorated share thereof only to the extent as may be determined by the Authority in its sole discretion. A withdrawing member may be considered for subsequent membership in the (CENTER ABBRV). Disputes regarding reimbursement or division of assets shall be resolved pursuant to Paragraph 16 of this Agreement.

15. **Effective Date and Termination**. This Agreement shall become effective January 1, 2016 and continue in effect for a period of 30 years. Any **party** may withdraw from this Agreement pursuant to Paragraph 14. This Agreement supersedes and replaces the Agreement for Joint Exercise of Governmental Powers between the **City of Bismarck** and **Burleigh County**, dated January 20, 1987 and all amendments thereto, and the Agreement for Joint Exercise of Governmental Powers between the **City of Bismarck** and **Burleigh County**, dated April 27, 2004 and all amendments thereto.

16. **Dispute Resolution**. In the event of a dispute arising out of or relating to this Agreement, a **party** withdrawal or dissolution hereunder, the **Parties** hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each **party**, (2) if such negotiations are not fully successful, the **Parties** agree to attempt to resolve any remaining dispute by formal non-binding mediation conducted by a professional mediator in accordance with rules and procedures to be agreed upon by the **Parties**, and (3) if the dispute or any issues remain unresolved after the first two steps, any **party** may seek to have the dispute resolved by a court of competent jurisdiction.

Dated this _____ day of October, 2015.

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Revision 10.23.15

CITY OF BISMARCK:

Attest: _____ _____
W. C. Wocken — Mike Seminary
City Administrator — President, Board of City Commissioners

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this _____ day of October, 2015, before me personally appeared Mike Seminary, President of Board of City Commissioners, and W. C. Wocken, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

_____

(SEAL) Notary Public, Burleigh County, North Dakota.
My Commission Expires:

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Revision 10.23.15

CITY OF MANDAN:

Attest: _____ _____
Jim Neubauer — Arlyn Van Beek
City Administrator — President, Board of City Commissioners

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Morton)

On this _____ day of October, 2015, before me personally appeared Arlyn Van Beek, President of Board of City Commissioners, and Jim Neubauer, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

_____

(SEAL) Notary Public, Morton County, North Dakota.
My Commission Expires:

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Revision 10.23.15

BURLEIGH COUNTY:

Attest: _____ _____

Kevin Glatt
Burleigh County
Auditor

Doug Schonert
Chairman, Board of
County Commissioners

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this _____ day of October, 2015, before me personally appeared Doug Schonert, Chairman of Board of County Commissioners, and Kevin Glatt, County Auditor, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

(SEAL)

_____
Notary Public, Burleigh County,
North Dakota.
My Commission Expires:

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New Business No. 2

Board of City Commissioners

Agenda Documentation

MEETING DATE: November 3, 2015
PREPARATION DATE: October 29, 2015
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER:
SUBJECT: Request for Proposals, Sales Tax Revenue Bonds

STATEMENT/PURPOSE: To consider a Request for Proposals (RFP) from financial institutions and underwriters for the purchase of all, but not less than all, of its estimated $22M City of Mandan, Sales Tax Revenue Bonds.

BACKGROUND/ALTERNATIVES: City electorate on June 9, 2015, and effective October 1, 2015 approved a three fourths of one percent (.75%) sales tax to be used by the Mandan Park District to finance recreation facilities consisting of: (i) a new two rink hockey arena, including gymnastic facilities, (ii) a new football and track field, and (iii) conversion of Lefty Faris football and track field into ball fields.
There has been interest expressed from various financial institutions and underwriters in purchasing the related bonds. Therefore, it is suggested that and RFP be issued.

City Attorney Brown, Attorney Scott Wegner, Finance Director Welch, Director of Parks and Rec, Cole Higlin, Parks Accounting Manager Heidi Delorme and I have been involved in drafting the related documents.

Proposals would be due back on December 7, 2015. Included on this agenda is a Resolution requesting authorization for the City Administrator, Finance Director, City Attorney, Park District Director and Park District Accounting Manager in consultation with bond counsel authorization to fulfill the preliminary requirements for the issuance and sale of bonds with terms of such issuance and sale being subject to formal approval by the City Commission.

ATTACHMENTS: Proposed RFP

FISCAL IMPACT:

STAFF IMPACT: minimal

LEGAL REVIEW: City Attorney Brown and Attorney Scott Wegner have reviewed and drafted the attached document.

RECOMMENDATION: I recommend approving the draft request for proposals.

SUGGESTED MOTION: I move to approve the Request for Proposals relative to the Sales Tax Revenue bonds to be used by the Park District of the City of Mandan North Dakota.

Re: Request for Proposals for the Purchase of
Estimated $22,000,000 City of Mandan, North Dakota
Sales Tax Revenue Bonds, Series 2016

Dear _____:

The City of Mandan, North Dakota (the "City") is requesting proposals from financial institutions and underwriters for the purchase of all, but not less than all, of its estimated $22,000,000 City of Mandan, Sales Tax Revenue Bonds, Series 2016 (the "Bonds") to be used by the Mandan Park District to finance recreation facilities consisting of: (i) a new two-rink hockey arena, including gymnastics facilities, (ii) a new football and track field, and (iii) conversion of Lefty Faris football and track field into ball fields (collectively, the "Projects"). **Proposals will be received until 4:00 p.m. on December 7, 2015**, at the office of the City Administrator, 205 2nd Avenue NW, Mandan, North Dakota 58554.

The City anticipates the following construction scenario for the Projects: Site work to begin May 1, 2016 and be substantially complete by October 1, 2016. Construction of the building foundations will commence as soon as is logistically possible after the site work is started. A tentative start date of July 1, 2016 has been identified for the building foundations at this time. The site and building shall be substantially complete by September 31, 2017 with a date for final completion projected to be October 31, 2017. The City currently anticipates issuing the Bonds, in one or more series, on or about March 1, 2016.

Source of Payment of the Bonds

The Bonds are payable as to both principal and interest from the three-fourths of one percent (0.75%) sales tax approved by the City electorate on June 9, 2015 and effective October 1, 2015. The Bank of North Dakota will act as Paying Agent and Escrow Agent for the purpose of (i) holding sales tax revenues and making debt service payments on the Bonds, and (ii) disbursing Bond proceeds for Project construction. The Bonds will not be secured by any real or personal property including the Projects. The Bonds will not be a general obligation of the City or the Park District.

The City will provide recent audits, historical sales tax collection figures and other needed financial information for your evaluation. A copy of the City's financial statements as of and for the year ended December 31, 2014, audited by Eide Bailly LLP, Certified Public Accountants is available on request from the City Finance Director or at www.cityofmandan.com.

Terms of Proposals

The City requests proposals regarding financing arrangements for the Projects, to include the ability to plan, structure, purchase, participate and/or underwrite the Bonds in one or more series. Based on projected sales tax revenues, the City estimates that the Bonds will be amortized over a period of twenty years. Proposals should include qualifications, terms, fees and costs, prepayment options, principal and interest payments, and estimated rates. Proposals should provide a list of all other conditions precedent to Bond closing.

Proposals must be submitted in written form on or before the deadline specified above. The City reserves the right to reject any and all proposals, to waive any and all irregularities and to select and further negotiate with a respondent based on which proposal, in the City's sole determination, provides the best financial results and most flexibility. This determination will be based on both anticipated costs and financing terms. The sale of the Bonds is subject to approval of the City Commission.

Tax Matters

On the closing date, Arntson Stewart Wegner PC, Bismarck, North Dakota, Bond Counsel, will deliver an opinion to the City and the purchaser stating that under existing law, the interest on the Bonds is exempt from North Dakota and federal income tax. With respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax. The opinion will be subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The City will covenant to comply with all such requirements. Bond Counsel will express no opinion regarding other state or federal tax consequences arising with respect to the Bonds.

Not Qualified Tax-Exempt Obligations (Not Bank Qualified)

The Bonds will NOT be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code.

If you have questions concerning the above or require additional information, please contact the undersigned at 667-3215 or at jneubauer@cityofmandan.com.

Sincerely,

Jim Neubauer
City Administrator

CITY OF MANDAN, NORTH DAKOTA
$22,000,000* SALES TAX REVENUE BONDS, SERIES 2016

RESOLUTION REGARDING SALES TAX REVENUE BONDS

WHEREAS, on June 9, 2015, the City of Mandan, North Dakota (the "City") electorate approved an additional three-fourth of one percent (0.75%) sales tax (the "Sales Tax"), to be used by the Park District of the City of Mandan, North Dakota (the "Park District") for recreation facilities consisting of (i) a new two-rink hockey arena, including gymnastics facilities, (ii) a new football and track field, and (iii) conversion of Lefty Faris football and track field into ball fields (collectively, the "Projects"); and

WHEREAS, on June 30, 2015 the City Commission passed Ordinance No. 1210 implementing the Sales Tax effective October 1, 2015; and

WHEREAS, the City and the Bank of North Dakota entered into an Escrow and Disbursing Agreement as of September 1, 2015, regarding the Sales Tax receipts; and

WHEREAS, the City and the Park District have entered into a Joint Powers Agreement regarding the Sales Tax and the Projects.

BE IT RESOLVED, by the Board of City Commissioners of the City as follows:

Section 1. **Sales Tax Bonds**. Pursuant to the provisions of the NDCC, the Home Rule Charter and the proceedings set forth in the Recitals, the City shall proceed to plan and structure the sale of its $22,000,000* Sales Tax Revenue Bonds, Series 2016 in one or more series (the "Bonds"). The City Administrator, Finance Director, City Attorney, Park District Director and Park District Accounting Manager (the "Authorized Officers"), in consultation with bond counsel to the City, are hereby authorized to fulfill the preliminary requirements for the issuance and sale of the Bonds with the terms of such issuance and sale being subject to formal approval by this governing body on or before the sale date.

Section 2. **Plan of Financing**. The Authorized Officers are authorized and directed to pursue the most advantageous financing structure, to include requesting proposals from financial institutions and underwriters regarding the Bonds. The Authorized Officers shall prepare on behalf of the City an official statement and/or such financial information as may be required to be distributed to potential bidders on the Bonds. The Authorized Officers are authorized to negotiate and enter into agreements regarding the proposals for the Bonds and otherwise take all action necessary to plan the financing of the Projects.

Dated: November __, 2015.

CITY OF MANDAN, NORTH DAKOTA Attest:

_____ _____

President, Board of City Commissioners City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed

meeting held in Mandan, North Dakota, on November __, 2015, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

New Business No. 3

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Engineering/Wastewater Treatment Facility
DEPARTMENT DIRECTOR:	Justin Froseth/Steve Himmelspach, Facility Superintendent
PRESENTER:	Justin Froseth, Planning and Engineering Director
SUBJECT:	Consider C.O. G-2 for Wastewater Treatment Facility Optimization Project

---

STATEMENT/PURPOSE: In accordance with city change order policy, change orders of over $50,000 are to be approved by city commission.

BACKGROUND/ALTERNATIVES: This work needed to be done immediately when a problem was noticed in the field of a line that should have been plugged was not. More specific explanation provided in the attached letter from AE2S, our construction engineers for the project.

City staff has reviewed these requests with our consulting engineers AE2S and we agree that these steps were necessary to move forward with the project to avoid potentially dangerous and more costly problems if not done.

ATTACHMENTS:
1. City Change Order Form
2. AE2S recommendation letter and Change Order Form
3. Supporting information

FISCAL IMPACT: Adds $59,067.50 to the contract amount with Swanberg. Project is still well within budget and approved SRF loan amount.

STAFF IMPACT: Minimal

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

RECOMMENDATION: Approve of Change Order G-2 for work already done during an emergency situation.

SUGGESTED MOTION: Approve of Change Order G-2 for Wastewater Treatment Facility Optimization project.

CONTRACT CHANGE ORDER FORM

DEPARTMENT

Contract between the City of Mandan and Swanberg Construction Inc.

Contract Number: _____ Change Order Number: G-1

Project/Subproject: WWTF Interim Optimization Original Contract Amt: $2,399,000

Project Description: Various work to optimize WWTF Operations

Previous Contract Amount: $2,424047

Change Order Amount: $59,067.50

Original Contract Date: 1/26/2015 Change in Contract Timeline: 14 days

Within Project Scope: (Y) N Within Project Funding: (Y) N

Type of Change Order:

___ Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.

___ Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.

X Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

___ Other: _____
(describe)

Project Manager (Department Head) Signature (<$25,000): _____
Date

ADMINISTRATION

City Administrator Signature (<$50,000): _____
Date

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: _____

Attach Minutes for Commission Approval

Fiscal
Comments: _____

www.ae2s.com

October 28, 2015

To the President and Commissioners
of the Mandan Board of City Commission
c/o Justin Froseth, Planning and Engineering Director
205 2nd Avenue NW
Mandan, ND 58554-3125

Re: Mandan WWTF Interim Optimization
Recommendation for Approval of Change Order No. G-2

Dear Mr. Froseth:

Recommendation:

We recommend approval of the Change Order G-2 for Swanberg Construction, Inc., contingent upon review and approval by the North Dakota Department of Health. Below, I have provided a description of the change included along with a summary of the resulting changes to the General Construction Contract.

Description of Change:

- *Emergency pipe plugging operations:*
  - During the planned demolition to the existing control manholes and associated underground piping, an existing valve was removed from the end of a pipe that both AE2S and the City previously believed to be capped and abandoned in place, as indicated by record drawings available at the WWTF. However, upon removal, it became apparent that the pipe was not capped as water began to rapidly flow through the pipe, most likely from the Aeration Basin. AE2S, the City, and Swanberg Construction worked to develop a plan to plug the pipe by injecting a special concrete. Swanberg Construction submitted the proposed change order based on time and materials required to plug the pipe. The costs submitted are consistent with the field notes and observations taken during the operation.

Changes to Contract:

- Contract Price
  - Price increase: $59,067.50
  - Adjusted Contract Price: $2,483,114.50
- Contract Times
  - Increased time: 14 days
  - Adjusted Substantial Completion: February 28, 2016
  - Adjusted Final Completion: March 27, 2016

Action:

Please approve this Change Order by signing all four copies enclosed in this letter in the spaces indicated and return three copies to this office for our records and distribution to the Contractor and NDDH.

\\Ae2sprojects\Projects\Mandan\P00510-2012-006\060 - Construction\Change Orders\Contract 1 - General\CO G2\CO G2 Cover letter to City.docx

Advanced Engineering and Environmental Services, Inc.
1815 Schafer Street Suite 301 • Bismarck, ND 58501 • (t) 701-221-0530 • (f) 701-221-0531

We sincerely appreciate the opportunity to provide professional engineering services to the City of Mandan and look forward to the successful completion of this and other future Projects. Should you have any questions, comments, or concerns, please do not hesitate to contact us.

Sincerely,

AE2S

Kenneth J. Weber, PE
Project Manager

Encl. – Swanberg CO G-2

C: Justin Froseth, City of Mandan
Steve Himmelspach, City of Mandan
Elizabeth Tokach Duran, North Dakota Department of Health

Change Order
No. G-2

Date of Issuance: October 23, 2015 | Effective Date: November 3, 2015

Project: *Mandan WWTF Interim Optimization*	Owner: *City of Mandan, ND*	Owner's Contract No.: 2014-22
Contract: *General Construction*		Date of Contract: January 26, 2015
Contractor: *Swanberg Construction, Inc.*		Engineer's Project No.: P00510-2012-006

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

Description of Change: Provide labor, equipment, and materials for the following:

Item	Description	Cost Adjustment
1	*Emergency pipe plugging operations due to field conditions.*	*$59,067.50*
	Total Net Change - CO G-2	***$59,067.50***

Attachments: Swanberg Cost Summary and Invoices for Materials

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ *$2,399,000.00*

[Increase] ~~[Decrease]~~ from previously approved Change Orders

No. N/A to No. CO G-1 :

$ *$25,047.00*

Contract with [Increase] ~~[Decrease]~~ from previously approved Change Orders

$ *$2,424,047.00*

[Increase] ~~[Decrease]~~ of this Change Order

$ *$59,067.50*

Contract Price incorporating this Change Order:

$ *$2,483,114.50*

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☑ Calendar days

Substantial completion (days or date): January 31, 2016

Ready for final payment (days or date): February 28, 2016

[Increase] ~~[Decrease]~~ from previously approved Change Orders

No. N/A to No. N/A :

Substantial completion (days): 14

Ready for final payment (days): 14

Contract Times prior to this Change Order:

Substantial completion (days or date): February 14, 2016

Ready for final payment (days or date): March 13, 2016

[Increase] ~~[Decrease]~~ Time of this Change Order:

Substantial completion (days or date): 14

Ready for final payment (days or date): 14

Contract Times with all approved Change Orders:

Substantial completion (days or date): February 28, 2016

Ready for final payment (days or date): March 27, 2016

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

SWANBERG CONSTRUCTION INC.

BUILDING-MUNICIPAL/HEAVY CONTRACTORS

Phone: (701) 845-6946
Fax: (701) 845-8999

250 Central Ave South
P.O. Box 728
Valley City, ND 58072

September 22, 2015

AE2S
1815 Schafer St. Ste. 301
Bismarck, ND 58501

Re: Forcemain Plug
Mandan WWTF Interim Optimization Improvements
Mandan, ND

Gentlemen:

The following is a cost breakdown for emergency plugging of 16" pipe not shown on contract documents and directed to be removed.

Procurement of sheeting and sheeting costs	5,993.00
Equipment use	8,150.00
Fuel	767.00
Concrete, grout, and other materials consumed	15,541.00
Pump concrete	500.00
Grout, pump, and travel	1,650.00
Labor costs	24,849.00
Sub-total	57,450.00
Overhead, Profit, & Bond	8,617.50
	$66,067.50
Credit for city supplied clay incorporated into project	-7,000.00
Total Cost	**$59,067.50**

Sincerely,

Mark Swanberg
Swanberg Construction, Inc.

RX Date/Time 09/03/2015 21:04 P.002
09/03/15 09:55 PM CDT Western Steel Page 2 of 2 #72302

WESTERN STEEL & PLUMBING, BISMARCK
901 SOUTH 26TH STREET
BISMARCK, ND 58504
701-223-3130 Fax 701-222-1734

** INVOICE **

INVOICE DATE	INVOICE NUMBER
09/02/15	S2281918.001

REMIT TO:
WESTERN STEEL & PLUMBING
PO BOX 774
BISMARCK, ND 58502

PAGE NO. 2

BILL TO:
SWANBERG CONSTRUCTION
250 CENTRAL AVE SOUTH
PO BOX 728
VALLEY CITY, ND 58072-0728

SHIP TO:
SWANBERG CONSTRUCTION
221 13TH ST SW
VALLEY CITY, ND 58072

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
5	Mandan Waste Water	WWTP - BEAU	BISMARCK HOUSE	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
BOGDEN	PK PICK-UP	2% 10TH, NET 25TH	09/02/15	09/02/15

DESCRIPTION	ORDER QTY	SHIP QTY	TRADE		EXTENDED
PRIMER (30796) OLD # PC64					
OUR OFFICE, WAREHOUSE, & SHOWROOM WILL BE CLOSED ON MONDAY, SEPTEMBER 7TH, 2015, FOR LABOR DAY. HAVE A SAFE AND ENJOYABLE HOLIDAY WEEKEND.					

Should not have been on C.O

If paid by 10/10/15 you may deduct $10.68
Invoice is due net 10/25/15

Subtot	534.20
S&H	0.00
Tax	34.72
Total	568.92

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.
Past due invoices may be subject to 1.5% late charge

RX Date/Time 09/03/2015 21:04 P.001
09/03/15 09:55 PM CDT Western Steel Page 1 of 2 #72302

WESTERN STEEL & PLUMBING, BISMARCK
901 SOUTH 26TH STREET
BISMARCK, ND 58504
701-223-3130 Fax 701-222-1734

** INVOICE **

INVOICE DATE	INVOICE NUMBER
09/02/15	S2281918.001

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WESTERN STEEL & PLUMBING
PO BOX 774
BISMARCK, ND 58502

PAGE NO. 1

BILL TO:
SWANBERG CONSTRUCTION
250 CENTRAL AVE SOUTH
PO BOX 728
VALLEY CITY, ND 58072-0728

SHIP TO:
SWANBERG CONSTRUCTION
221 13TH ST SW
VALLEY CITY, ND 58072

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
5	Mandan Waste Water	WWTP - BEAU	BISMARCK HOUSE	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
BOGDEN	PK PICK-UP	2% 10TH, NET 25TH	09/02/15	09/02/15

DESCRIPTION	ORDER QTY	SHIP QTY	TRADE		EXTENDED
PPP-80-3 3" PVC SCH. 80 PRESSURE PIPE - PE #43120	60	60	4.080	Net	244.80
PPF-806-030 3" PVC SCH 80 - 90 ELL XH	1	1	9.214	Net	9.21
PPF-829-030 3" SCH 80 COUPLING	3	3	12.536	Net	37.61
PPF-829-020 2" PVC SCH. 80 SXS COUPLING	4	4	4.360	Net	17.44
PPP-80-2 2" PVC SCH. 80 PRESSURE PIPE-PE #43095	60	60	1.987	Net	119.20
OAT-PVC32HD 782 14016 OLD#10144 717 32oz. PVC HEAVY DUTY CEMENT(31008)	2	2	21.340	-15.00%	36.28
OAT-PVCHD16 782 14017 OLD#10147 717 16oz. PVC HEAVY DUTY CEMENT OATEY#30876	2	2	11.820	-15.00%	20.09
OAT-PR32 PLUMBING PRIMER 14025 OLD#10210 P68 32oz. PVC PURPLE PRIMER (30806) OLD#PC64	2	2	16.100	-15.00%	27.37
OAT-PR16 PLUMBING PRIMER 14026 OLD#10212 P68 16oz. PVC PURPLE	2	2	13.060	-15.00%	22.20

*** Continued on Next Page ***

STRATA CORPORATION SINCE 1910

INVOICE

Invoice No: **329978**
Invoice Date: **09/09/2015**
Page No: 1

REMIT TO:
Strata Corporation - PO Box 13500 - Grand Forks, ND 58208
(701) 746-7491 - billing@stratacorporation.com

DIVISIONS: Aggregate
Ready-Mixed Concrete
Construction

BILL TO:
SWANBERG CONSTRUCTION INC
250 CENTRAL AVE S
PO BOX 728
VALLEY CITY ND 58072

SHIP TO:
MANDAN WTP

CUSTOMER NO.	PLANT	ORDER NO.	PROJECT NO.	CUSTOMER P.O.	JOB NO.
74640	605	6508	1502		

TICKET DATE	TICKET NUMBER	PRODUCT CODE	PRODUCT DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
09/09/15	60540538	CORPSGROUT	LOW SHRINKAGE GROUT	8.00	cy	1,275.00	10,200.00

QUANTITY SOLD:	8.00	SUB TOTAL:	10,200.00
TAX AUTH PAID:	(605) ND 5.00% MANDAN 1% CNTY .50%	SALES TAX:	663.00
TERMS:	NET 30 DAYS	INVOICE TOTAL:	**10,863.00**

All invoices shall be due and payable from the date of the invoice. A Late Payment Charge of one and one-half percent (1.5%) per month, which is an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), will be charged on all amounts not paid within thirty (30) days from the date of the invoice. A $30.00 service charge will be charged to Customer on all Returned Checks. The Purchaser's payment and other obligations are stated in Strata's Terms and Conditions document, SCR-10015-11, governing the Agreement between the parties and incorporated herein by this reference.

STRATA CORPORATION SINCE 1910

INVOICE

Invoice No: **329583**
Invoice Date: **09/03/2015**
Page No: 1

REMIT TO:
Strata Corporation - PO Box 13500 - Grand Forks, ND 58208
(701) 746-7491 - billing@stratacorporation.com

DIVISIONS: Aggregate
Ready-Mixed Concrete
Construction

BILL TO:
SWANBERG CONSTRUCTION INC
250 CENTRAL AVE S
PO BOX 728
VALLEY CITY ND 58072

SHIP TO:
WASTE WATER PLANT, MANDAN ND

CUSTOMER NO.	PLANT	ORDER NO.	PROJECT NO.	CUSTOMER P.O.	JOB NO.
74640	605	6421	1502		

TICKET DATE	TICKET NUMBER	PRODUCT CODE	PRODUCT DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
09/03/15	60540453	CM4520NA	4500 PSI NA	10.00	cy	110.00	1,100.00
09/03/15	60540453	400	GLENIUM 7500 JOB ADD	10.00	/y	6.00	60.00
09/03/15	60540454	CM4520NA	4500 PSI NA	10.00	cy	110.00	1,100.00
09/03/15	60540454	400	GLENIUM 7500 JOB ADD	10.00	/y	6.00	60.00

QUANTITY SOLD:	20.00	SUB TOTAL:	2,320.00
TAX AUTH PAID:	(605) ND 5.00% MANDAN 1% CNTY .50%	SALES TAX:	150.80
TERMS:	NET 30 DAYS	INVOICE TOTAL:	**2,470.80**

All invoices shall be due and payable from the date of the invoice. A Late Payment Charge of one and one-half percent (1.5%) per month, which is an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), will be charged on all amounts not paid within thirty (30) days from the date of the invoice. A $30.00 service charge will be charged to Customer on all Returned Checks. The Purchaser's payment and other obligations are stated in Strata's Terms and Conditions document, SCR-10015-11, governing the Agreement between the parties and incorporated herein by this reference.

Northwest Contracting Inc.

3420 E. Century Avenue
Bismarck, ND 58503
(701) 255-7727 • Fax: (701) 255-2825

INVOICE

Invoice Date	Customer ID	Invoice ID
09-15-2015	SWACON	39894
Draw ID	**Job Number**	**Ship Date**
90	10-6004	

To:
Swanberg Construction Inc.
250 Central Ave.
Valley City, ND 58072

Job Location:
Mandan Waste Water Treatment Plant

Ship Via
None

Item	Description	Units	Unit of Measure	Unit Price	Amount
1	Pump Truck Rental - 9/3	2.50		200.00	500.00

Mandan WWTP
1950

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

DATE DUE: 09-15-2015

Amount Billed Total Tax	$500.00
Retainage Held	
Amount Due	$500.00

STRATA CORPORATION SINCE 1910

INVOICE

Invoice No: **329138**
Invoice Date: **09/02/2015**
Page No: 1

REMIT TO:
Strata Corporation - PO Box 13500 - Grand Forks, ND 58208
(701) 746-7491 - billing@stratacorporation.com

DIVISIONS: Aggregate
Ready-Mixed Concrete
Construction

BILL TO:
SWANBERG CONSTRUCTION INC
250 CENTRAL AVE S
PO BOX 728
VALLEY CITY ND 58072

SHIP TO:
PICKED UP (2015)

CUSTOMER NO.	PLANT	ORDER NO.	PROJECT NO.	CUSTOMER P.O.	JOB NO.
74640	810	81003251		PICKED UP	

TICKET DATE	TICKET NUMBER	PRODUCT CODE	PRODUCT DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
09/02/15	81016044	09	1" FRACTURED ROCK	13.50	tn	27.50	371.25
09/02/15	81016053	09	1" FRACTURED ROCK	13.10	tn	27.50	360.25

Non-
1960

QUANTITY SOLD:	26.60	SUB TOTAL:	731.50
TAX AUTH PAID:	(555) ND 5.00% BISMARCK 1% CNTY .50%	SALES TAX:	47.56
TERMS:	NET 30 DAYS	INVOICE TOTAL:	**779.06**

All invoices shall be due and payable from the date of the invoice. A Late Payment Charge of one and one-half percent (1.5%) per month, which is an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), will be charged on all amounts not paid within thirty (30) days from the date of the invoice. A $30.00 service charge will be charged to Customer on all Returned Checks. The Purchaser's payment and other obligations are stated in Strata's Terms and Conditions document, SCR-10015-11, governing the Agreement between the parties and incorporated herein by this reference.

FERGUSON Waterworks
a WOLSELEY company
1917 1ST AVE N
FARGO, ND 58102-4118

Please contact with Questions: 888-873-5685

INVOICE NUMBER	CUSTOMER	PAGE
0160173-1	12315	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

5131 1 MB 0.439 E0441 I0653 D1464934904 P2823858 0003:0003

SWANBERG CONSTRUCTION INC
MANDAN WWTF
PO BOX 728
VALLEY CITY ND 58072-0728

SHIP TO:

COUNTER PICK UP
1201 AIRPORT RD
BISMARCK, ND 58504-6714

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2517	2517	ND102	MANDAN WWTF	BXS	MANDAN WWTF	09/09/15	IO 7593

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			THANK YOU FOR YOUR BUSINESS!			
1	1	S854020	2 PVC S80 VAN STONE SOC FLG	12.660	EA	12.66
1	1	IBRLFRCKJ	LF 2X1-1/2 BRS RED COUP	42.140	EA	42.14
1	1	GBRNJCL	LF 1-1/2XCLOSE BRS NIP GBL	12.703	EA	12.70
1	1	DHA2520T	2-1/2X2 FNST X MNPT ADPT BRZ	29.950	EA	29.95
			INVOICE SUB-TOTAL			97.45
			TAX	Bismarck		6.34

****
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

1950

Thank you for your business

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE $103.79

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

I003:0003

Bill To
Swanberg Constrution PO Box 728 Valley City N.D. 58072-0728

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
2	hauling time in#566338 scale ticket#81016044 0- 81016053 customer paid for material	90.00	180.00

Extra

Manager
1950

Thank you for your business.

Total $180.00

New Business No. 4

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
"WHERE THE WEST BEGINS"

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Planning and Engineering
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Justin Froseth, Planning and Engineering Director
SUBJECT:	Consider approval of Administering a June 1st Bid Opening Deadline for Street Improvement District Projects

---

STATEMENT/PURPOSE: To consider the approval of administering a June 1st deadline for 2016 Street Improvement Districts (SIDs) that request funding by special assessment method.

BACKGROUND/ALTERNATIVES: For the past two construction seasons, the SID projects have been substantially completed before the end of construction season which is typically about this time of year for street projects. We think that this can be attributed to a few main factors including favorable weather, and less development activity perhaps than there was in 2013 when six SID projects were not substantially complete by the end of construction season.

Another factor is that for the past two construction seasons, city commission, at the recommendation of the planning and engineering office, has set a deadline for bid opening of SID projects by special assessment method. In 2014 that deadline was July 1st and this year that deadline was upped a month to June 1st.

In considering the success of administering such a bid opening deadline in completing projects the past two years, the engineering office recommends setting the same bid opening deadline of June 1st, 2016 for Street Improvement District projects that request funding by special assessment method. The June 1st date would require that the plans and specs be approved at or before the May 3rd, 2016 commission meeting. As always, developers would still have the option to build their streets outside of a lot assessed SID if they so choose and would not be bound by this deadline.

ATTACHMENTS: None

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

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

RECOMMENDATION: Approve of administering a bid opening deadline of June 1st for special assessed Street Improvement District projects for new developments.

SUGGESTED MOTION: I move to approve of administering a bid opening deadline of June 1st, 2016 for special assessed Street Improvement District projects for new developments.

Res. & Ord. No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, P.E., Principal Planner
SUBJECT:	First consideration of Ordinance 1224 renaming street in Lakewood Commercial Park Fourth Addition

STATEMENT/PURPOSE: A discrepancy in numbering of streets in this area was discovered. Rather than revise numbering of existing houses, the new street recently platted in Lakewood 8th Addition was renamed to 24th St. SE. The Lakewood Commercial Park Fourth Addition plat created a portion of the street between 40th Ave. SE and the new Lakewood 8th Addition. This portion of the street also needs to be renamed.

ATTACHMENTS:

1. Ordinance 1224.

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: Move to approve the first consideration of Ordinance 1224.

ORDINANCE NO. 1224

AN ORDINANCE CHANGING THE NAMES OF CERTAIN STREETS OR PARTS THEREOF SITUATED WITHIN THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

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

Section 1. Name of Street. The name of the following street is hereby changed as set forth below, namely;

1. Shoal Loop SE as platted in Lakewood Commercial Park Fourth Addition in Section 1, Township 138 North, Range 81 West of the City of Mandan, Morton County, North Dakota is hereby changed to 24th Street SE.

Section 2. <u>Notice.</u> The proper officials of the city are hereby directed to take such action as they may deem necessary or desirable to notify city residents of this change.

_____
President, Board of City Commissioners

Attest:

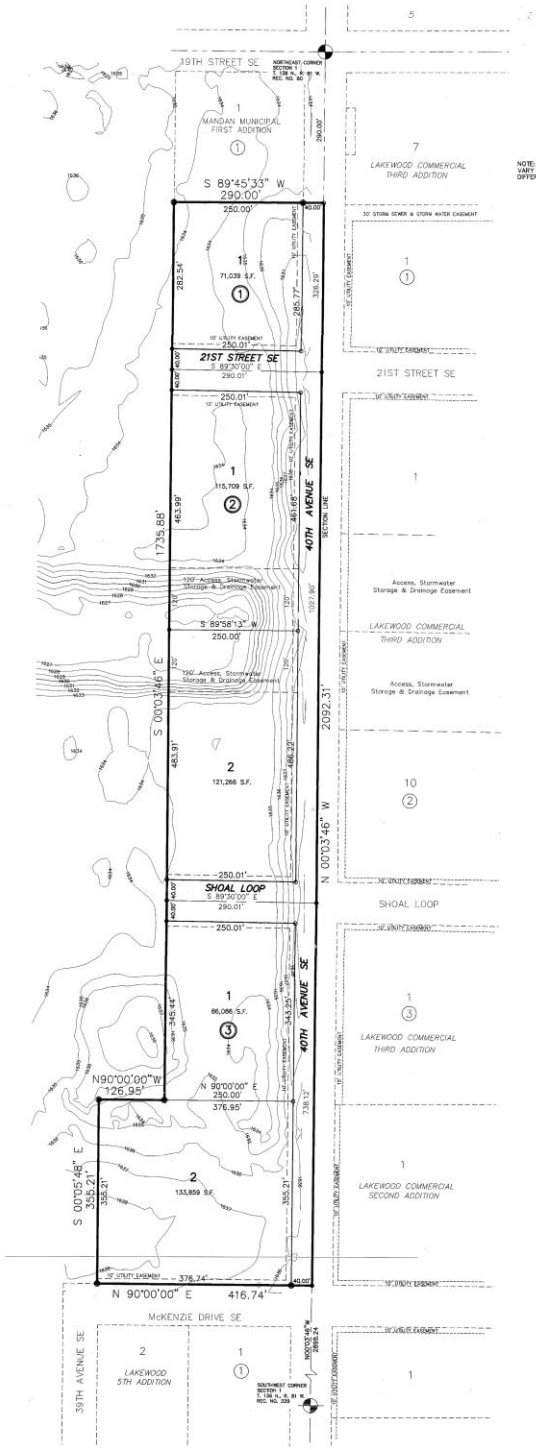
_____
City Administrator

First Consideration: November 3, 2015
Second Consideration: _____
Recording Date: _____

LAKEWOOD COMMERCIAL PARK FOURTH ADDITION

to the City of
Mandan, North Dakota

PART OF GOVERNMENT LOT 1 AND PART OF **OUTLOT A** *OF SECTION 1,*
T. 138 N., R. 81 W.



SCALE 1" = 100'
MAY 3, 2008

NOTE: BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENT.

CURRENT FLOOD PLAIN ELEVATION–1637.0 (NAVD 1988)
FIRM PANEL NO. 38059C0515D–DATED APRIL 19, 2005

THE BASIS OF BEARINGS IS NORTH DAKOTA STATE PLANE SOUTH ZONE NAD83

CONTOURS ON THIS PLAT ARE FROM TOPOGRAPHY OF 3–13–08 AND ARE NGVD 1929 DATUM. NGVD 1929 + 1.3 = NAVD 1988

AREA TABLE

LOTS	527,959 S.F.	12.12 ACRES	81.0%
STREET	123,691 S.F.	2.84 ACRES	19.0%
TOTAL	651,650 S.F.	14.96 ACRES	100%

GOV'T LOT 1 = 298,252 SF
OUTLOT A = 353,398 SF

✪ MONUMENT IN PLACE

DESCRIPTION

ALL THAT PART OF GOVERNMENT LOT 1 AND PART OF OUTLOT A – SECTION 1, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA DESCRIBED AS FOLLOWS:
BEGINNING ON THE EAST LINE OF SECTION 1 A DISTANCE OF 290.00 FEET SOUTH OF THE NORTHEAST SECTION CORNER AT THE SOUTHEAST CORNER OF MANDAN MUNICIPAL FIRST ADDITION; THENCE SOUTH 89 DEGREES 45 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID MANDAN MUNICIPAL FIRST ADDITION, A DISTANCE OF 290.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 46 SECONDS EAST A DISTANCE OF 1735.88 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 126.95 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 48 SECONDS EAST A DISTANCE OF 355.21 FEET TO THE NORTH LINE OF McKENZIE DRIVE AND THE NORTH LINE OF LAKEWOOD 5TH ADDITION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 416.74 FEET TO THE EAST LINE OF SECTION 1; THENCE NORTH 0 DEGREES 03 MINUTES 46 SECONDS WEST, ALONG SAID EAST SECTION LINE, A DISTANCE OF 2093.31 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 14.96 ACRES, MORE OR LESS.

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA ON THE 5th DAY OF May 2008, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF MANDAN AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN.

BILL ROBINSON– CHAIRMAN

SARAH BACHURST – SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT; HAS ACCEPTED THE DEDICATION OF EASEMENTS AS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.
THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 5th DAY OF May 2008.

KENNETH S LAKOMT – MAYOR

ATTEST:
JIM NEUBAUER – CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, David T. Thompson P.E., CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "LAKEWOOD COMMERCIAL PARK THIRD ADDITION", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

DAVID T. THOMPSON P.E. REGISTERED PROFESSIONAL ENGINEER 3371 NORTH DAKOTA

CITY ENGINEER

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER A REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON APRIL 30, 2008 AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TERRY BALTZER REGISTERED LAND SURVEYOR LS 3595 NORTH DAKOTA

TERRY BALTZER
REGISTERED LAND SURVEYOR
N.D. REGISTERED NO. 3595

COUNTY OF BURLEIGH } SS
STATE OF NORTH DAKOTA }

SWENSON, HAGEN & CO. P.C.
909 BASIN AVE
BISMARCK, N.D. 58504

ON THIS 8th DAY OF MAY, 2008, BEFORE ME PERSONALLY APPEARED TERRY BALTZER KNOWN TO ME TO BE THE PERSON WHO AS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED THAT HE EXECUTED THE SAME.

DAVID PATIENCE
Notary Public
State of North Dakota
My Commission Expires Aug. 24, 2010

DAVID PATIENCE, NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 24, 2010

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT MITZEL BUILDERS INC., BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN ON THE ANNEXED PLAT HAS CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "LAKEWOOD COMMERCIAL PARK FOURTH ADDITION", MANDAN, NORTH DAKOTA AND DOES SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL CULVERTS TO THE PUBLIC USE FOREVER.
IT ALSO DEDICATES EASEMENTS TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS "UTILITY EASEMENTS".
IT ALSO DEDICATES STORM WATER EASEMENTS TO THE CITY OF MANDAN, FOR THE PURPOSE OF STORM WATER FACILITIES, CONVEYANCE, CONSTRUCTION AND MAINTENANCE ON, OVER OR UNDER THOSE CERTAIN AREAS DESIGNATED HEREON AS "STORM WATER EASEMENTS". THE LOT OWNER SHALL MAINTAIN THE DESIGN GRADE OF THE EASEMENT.
IT ALSO DEDICATES STORM WATER STORAGE EASEMENTS TO THE CITY OF MANDAN, FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE AND USE FOR STORAGE OF STORM WATER WITHIN THOSE CERTAIN AREAS DESIGNATED HEREON AS "STORM WATER STORAGE EASEMENTS".
IT ALSO HEREBY GRANTS AN ACCESS EASEMENT FOR PEDESTRIAN TRAFFIC AND WATER CRAFT OVER THOSE AREAS DESIGNATED HEREON FOR STORM WATER STORAGE AND ACCESS EASEMENT. SAID ACCESS EASEMENT IS FOR ALL LAND OWNING PARTIES THEIR HEIRS AND ASSIGNS, OVER THE TRACTS DESIGNATED HEREON. SAID EASEMENT TO INCLUDE THE FULL AND FREE RIGHT FOR SAID PARTIES, THEIR TENANTS, VISITORS AND LICENSEES, IN COMMON WITH ALL OTHERS HAVING LIKE RIGHT AT ALL TIMES HEREAFTER FOR ALL PURPOSES CONNECTED WITH THE CONSTRUCTION, MAINTENANCE AND USE OF SAID EASEMENT TO SAID PARTIES, TO PASS AND REPASS ALONG SAID EASEMENT AND TO HOLD SAID EASEMENT TO SAID PARTIES THEIR HEIRS AND ASSIGNS AND APPURTENANT TO THE LAND OF SAID PARTIES. IT FURTHERMORE DEDICATES SAID ACCESS EASEMENT TO AND FOR THE USE OF ANY GOVERNMENTAL SUBDIVISION ITS OFFICERS AND EMPLOYEES FOR UTILITIES AND ANY OTHER GOVERNMENTAL SERVICES OR USES IT DEEMS NECESSARY OR ADVISABLE.

MITZEL BUILDERS INC.
LEEROY G MITZEL – PRESIDENT
P.O. BOX 7185
BISMARCK, ND 58502–7185

COUNTY OF NORTON } SS
STATE OF NORTH DAKOTA }

ON THIS 8th DAY OF MAY, 2008, BEFORE ME PERSONALLY APPEARED LEEROY J MITZEL KNOWN TO ME TO BE THE PRESIDENT OF MITZEL BUILDERS INC., DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATIENCE
Notary Public
State of North Dakota
My Commission Expires Aug. 24, 2010

DAVID PATIENCE, NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 24, 2010

SWENSON, HAGEN & COMPANY P.C.
Surveying
Hydrology
Land Planning
Civil Engineering
Landscape & Site Design
Construction Management
909 Basin Avenue
Bismarck, North Dakota 58504
shcmgt@swensonhagen.com
Phone (701) 223 - 2600
Fax (701) 223 - 2606

Lakewood Commercial Park 4th

65-5511355

Board of City Commissioners

Agenda Documentation

MEETING DATE:	November 3, 2015
PREPARATION DATE:	October 30, 2015
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, Principal Planner
SUBJECT:	First consideration of Ordinance No. 1225 revising Sec. 105-4-4 of the Municipal Code related to Floodplains

STATEMENT/PURPOSE:
FEMA is the agency that promulgates floodplain requirements. The city's municipal code has a floodplain overlay zone complying with FEMA requirements.

BACKGROUND/ALTERNATIVES:
The old version specified the building inspector as the flood administrator. When the new code was being drafted and we were updating position titles, there was discussion of transferring this responsibility to another department. Rather than designate a position title that might be changed relatively soon, verbiage was added that said the City Administrator would appoint someone. FEMA has notified us that they require that a position be designated in the ordinance. For the time being, this responsibility will stay with the Building Official.

ATTACHMENTS:
1. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:
Staff recommends adoption of this ordinance.

SUGGESTED ACTION:
Move to approve the first consideration of Ordinance No. 1225 revising Sec. 105-4-4 related to floodplains.

ORDINANCE NO. 1225

An Ordinance to Amend and Reenact Subsection (d) (2) of
Sec. 105-4-4 of the Mandan Code of Ordinances Relating
to Floodplains

Be it ordained by the Board of City Commissioners:

An Ordinance to amend Subsection (d) (2) of Sec. 105-4-4 of the Mandan Code of Ordinances relating to floodplains is hereby enacted as follows:

Sec. 105-4-4 (d).

(2) *Designation of the flood administrator*. The building official is appointed to administer and implement this section~~city administrator shall designate a city staff person or contract with a qualified company or person to administer and implement this section~~. The name and contact information for the flood administrator shall be posted on the city web site. The flood administrator shall be responsible for granting or denying development permit applications in accordance with the provisions of this section.

By:_____
Arlyn Van Beek, President
Board of City Commissioners

ATTEST:

_____
James Neubauer, City Administrator

First Consideration: November 3, 2015
Second Consideration and Final Passage: _____
Publication: _____

ORDINANCE NO. 1222

An Ordinance to Amend and Reenact Chapter 16
Nuisances and Chapter 115 Streets of the Mandan Code of
Ordinances

WHEREAS, A new city code was recently adopted, and

WHEREAS, Staff has identified sections that need to be added to the new code to clarify certain requirements.

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

Section 1. <u>Amendments to adopted code.</u> The Mandan Code of Ordinances is hereby amended.

a. A new Section 16-2-4 is added to read:

Sec. 16-2-4. Placement of snow.

Unless a waiver has been issued in writing by the city, a property owner or a contractor hired by a property owner to remove snow from private property shall not place the snow on a sidewalk, driveway apron, on the paved portion of a street or alley or within five feet of a fire hydrant. Snow may be placed in the unpaved portion of the boulevard within the public right-of-way.

b. A new Section 115-3-8 is added to read:

Sec. 115-3-8. Use of streets, alleys and public rights-of-way or easements.

(a) Obstructions. No person shall re-grade or place any object in a street, alley, public right-of-way or public easement that restricts the public's use of the street, alley, public right-of-way or public easement unless authorized to do so by the city. No person shall deposit on any street, alley, public right-of-way or public easement any material, either solid or liquid, which may be harmful to the pavement or vegetation thereof or which may do injury to or render unclean any person, animal or property including oil or other chemicals, snow, dirt, rubbish or garbage and grass cuttings or tree limbs.

(b) Wires and poles. No person shall erect any pole or install any wire within the right-of-way of any street or alley, any public right-of-way or any public easement without first obtaining permission and any required permit from the city. No person shall remove any wire crossing or running along any street or alley right-of-way, public right-of-way or public easement or any pole within the right-of-way of any street or alley, any public right-of-way or any public easement without first obtaining permission from the owner of the wire or pole, notifying the city of the intended removal and obtaining any required permit from the city for working within the public right-of-way.

(c) Building materials. The unpaved boulevard area of a public right-of-way adjacent to a private lot where construction activity authorized by a valid current building permit

is in progress may be used to store construction equipment and materials. The paved portion of the public right-of-way may not be used unless written permission is granted by the city. Once seasonal weather conditions prevent continuation of construction activity, the construction equipment and materials must be removed from the boulevard.

(d) Sidewalks and street gutters. It is the responsibility of every property owner to maintain the sidewalk and street gutter areas adjacent to their private property free and clear of any obstructions.

Section 2. Effective Date. This ordinance shall take effect when adopted.

_____
President, Board of City Commissioners

Attest:

_____
City Administrator

First Consideration: October 20, 2015
Second Consideration and Final Passage: November 3, 2015

ORDINANCE NO. 1223

An Ordinance to Amend and Reenact Portions of Subpart B Land Development and Public Services, Chapter 101 Administration and Planning and Chapter 105 District Regulations (Zoning) of the Code of Ordinances of the City of Mandan Related to Definitions, Planning and Zoning Commission Powers and Duties, Supplementary Provisions, Incidental Uses, Use Groups and Special uses.

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

Section 1. Sec. 101-1-3 is amended to read:

Sec. 101-1-3. Definitions.

"Animal hospital or clinic" means a facility for the care and well-being of animals under the direct supervision of a licensed veterinarian; including, but not limited to, medical services, grooming, confinement or kenneling for medical purposes but excluding incinerating or cremating of animals or animal parts upon the premises.

“Dog daycare” means a facility for the daytime care and feeding of dogs.

“Kennel" means a commercial facility for the indoor boarding of pets.

“Pet" means one of the following taxonomically identified animals:

(1) Mammalian Genus species;
  (a) Canis familiaris, the domestic dog, and
  (b) Fells catus, the domestic cat;
(2) Mammalian Families;
  (a) Leporidae, rabbits,
  (b) Muridae, gerbils, hamsters, mice and rats, and
  (c) Mustelidae, ferret;
(3) Avian Orders;
  (a) Psittaciformes, parrots, parakeets, lories, budgerigars, and cockatiels,
  (b) Passeriformes, canaries and finches, and
  (c) CoIumbiformes, pigeons and doves;
(4) Reptilian Groups;
  (a) Squamata, lizards and snakes; and
  (b) Testudine, turtles.

"Pet grooming" means a facility for the cosmetic care and maintenance, with no overnight boarding, of pets.

“Pet hospital or clinic” means a facility devoted to the medical care and associated services for the limited number of animals defined as pets as opposed to an animal hospital or clinic which treats all animals.

Section 2. The heading for Sec. 101-2-5 is amended to read: Officers; duties; election of officers.

Section 3. Sec. 101-2-8 is amended to read:

Sec. 101-2-8. Powers and duties.

(l) *Length of approval or recommendation*. Planning and zoning commission approvals or recommendations are valid for six months. Should the applicant or the city commission fail to act on the approval or recommendation within six months, the action of the planning and zoning commission will lapse and a new application must be submitted and all applicable fees paid.

Section 4. Sec. 105-1-2 is amended to read:

Sec. 105-1-2. Supplementary provisions.

The regulations specified in this chapter shall be subject to the following supplementary provisions and interpretations.

(1) *Structures excluded from height limits*. A building height limit set forth in this chapter shall not apply to belfries, chimneys, domes, flagpoles, flues, monuments, cupolas, broadcast and communication towers, spires, tanks, water towers or similar structures, or to bulkheads, elevators, water tanks or similar roof structures and mechanical appurtenances. No such structure located on a roof shall have a total area greater than 25 percent of the roof area of the building; nor shall such structure be used for any residential purpose or any commercial or industrial purpose other than a use incidental to the main use of the building. No such structure shall be located closer to the lot line than a distance greater than 110% of the height of the structure above ground level.

(2) *Projections into yards.* Steps, stairways, terraces and un-roofed porches or decks may extend into any minimum front or rear yard not more than six feet and into any minimum side yard not more than four feet, provided, however, that the floor thereof is no higher than that of the entrance to the building. Chimneys may extend into any minimum yard not more than two feet. No such feature shall extend closer than three feet to a lot line.

(3) *Existing front yard depth.* When the majority of lots in a block has, prior to the enactment of this chapter, been lawfully occupied with buildings having a greater front yard depth than required by these regulations, no building hereafter erected or altered shall have less front yard depth than the average depth of said existing front yards. This regulation shall apply also to the side yard, adjacent to a street, of a corner lot, but shall not be construed as to reduce the buildable width of a corner lot to less than 24 feet. No portion of any alley shall be considered a part of any yard.

(4) *Fences and walls*. The building line and yard requirements of these regulations shall not apply to retaining walls or other walls or fences. Walls and fences must meet the following criteria:

a. Fence on corner lot. No wall or fence shall extend more than 3 feet above the top of curb within the areas identified herein in order to provide a clear sight triangle for drivers entering an intersection.
    1. For each leg of an intersection that is uncontrolled, the clear sight triangle shall begin 25 feet back from the property corner measured along the property line.
    3. For each leg of an intersection that is stop sign controlled, the clear sight triangle shall begin at a point 10 feet behind the stop sign or 20 feet from the adjoining street curb line, whichever is less, as measured from each edge of the travel lane.
    4. For each leg of a traffic light controlled intersection, the clear sight triangle shall begin at a point 10 feet behind the stop bar or 15 feet from the intersecting street curb line, whichever is less, as measured from each edge of the travel lane.
b. Retaining wall. Retaining walls greater than 4 feet in height may not be placed closer than 3 feet to a property line unless there is a recorded joint use and maintenance agreement for the properties on each side of the retaining wall. Retaining walls greater than 4 feet in height, whether monolithic or terraced, must be designed by a registered engineer.
c. Fence height. Unless specified otherwise elsewhere in this code, fences in residential districts shall not exceed 6 feet in height and fences in other than residential districts shall not exceed 8 feet in height.
d. Fence material. Corrugated or sheet metal shall not be used for fencing in residential districts. Wooden fences shall be constructed with treated lumber or painted. The use of barbed or razor wire is limited to security fencing around commercial, industrial, governmental or utility facilities. Use of an electrified fence is not permitted within city limits.

(5) *Accessory buildings*.

a. Location.
    1. In multi-family, commercial, industrial and agricultural districts, location of accessory buildings shall conform to the requirements for principal buildings.
    2. In R7, R3.2, RH and RMH residential districts, accessory buildings shall be located in the rear yard and shall be not less than three feet from a rear or side lot line or less than five feet from an alley line. In the case of a corner lot, accessory buildings, other than a detached garage, shall be located along the rear half of the adjoining residential lot's side lot line. A detached garage on a corner lot must be set back 25 feet from the side street property line or a distance equal to the setback of the principal building on the adjoining residential lot, whichever distance is greater.
    3. Accessory buildings containing a garage door that faces an alley must be set back at least 10 feet from the alley in order to accommodate the turning radius of a vehicle. When the property has no existing parking spaces other than the area for the proposed accessory building or has more than one dwelling unit, the minimum setback for an accessory building containing a garage door facing the alley must

be 22 feet in order to allow space for parking of a vehicle in front of the garage door.

b. Use. Other than where zoning allows more than one dwelling unit on a lot or where a dwelling unit is permitted on a commercial or industrial zoned property, no accessory building may be used for dwelling purposes.
c. Structures included. Any structure, whether open or closed in, that is not part of a principal building. A garage having any part of its wall in common with a dwelling or being attached to a dwelling by a breezeway or roofed passageway up to 6 feet long shall be considered a part of a principal buildings.
d. Number. For residential lots up to 10,000 square feet, two accessory buildings are allowed. For residential lots greater than 10,000 square feet up to 20,000 square feet, three accessory buildings are allowed. For residential lots exceeding 20,000 square feet, four accessory buildings are allowed.
e. Surface. Except for storage sheds not exceeding 120 square feet, no accessory building shall have an outer surface of corrugated or sheet metal.
f. Timing. Construction of the principal structure must have commenced before construction of an accessory structure may proceed.
g. Size. For R7, R3.2, RH and RMH districts, the total square footage of all accessory buildings may not exceed 10% of the lot area and the maximum size of any accessory building shall be no greater than 75% the size of the primary structure on the lot. For RM, CA and CB districts, the total square footage of all accessory buildings may not exceed 20% of the lot area.
h. Structure coverage. The total area of all structures on the lot may not exceed the maximum structure coverage established for the zone in which the lot is located.
i. Height. The maximum height of an accessory building is 16 feet to the midspan of the roof system or 25 feet to the peak of the roof, whichever is less. The maximum wall height is 10 feet.
j. Water and sewer. Any accessory building that is connected to water and sewer must have a frost protected foundation.
k. Pole structures. Pole structures are not permitted in R7, R3.2, RH, RM, RMH, CA and CB districts.
l. Portable storage containers. Portable storage containers may not be used as an accessory building on a residentially zoned property. Portable storage containers are to be counted when computing allowable lot coverage.

(6) Through lots. Any building constructed on an interior lot having frontage on two streets shall be located so as to comply with the regulations governing front yards on both streets.

(7) *Mixed uses.* Any building containing two or more dwelling units and space designed or used for commercial or industrial purposes shall comply with all requirements for multifamily dwellings in the district in which it is located; provided, also, that no such building designed or used for mixed residential and other uses shall be permitted in any district in which multifamily dwelling is not permitted.

(8) *General regulations for manufactured and modular homes*. Manufactured and modular homes that are placed on individually owned lots must meet the following standards.

a. The home shall have no less than 1,000 square feet of floor area except where the zone in which it is to be located has a greater minimum square footage requirement.
b. The home shall have no less than a 24-foot exterior width.
c. The roof shall be pitched with a minimum vertical rise of 2.5 inches for each 12 inches of horizontal run.
d. The home shall have a non-reflective roofing material.
e. All transporting apparatus including wheels, axles, transporting lights or towing hitch must be removed.
f. The home shall be located and installed or built according to the same standards for foundation system, permanent utility connections and setback which would apply to a site-built, single-family dwelling on the same lot.
g. The design, location and appearance of the home must be in harmony with existing adjacent properties, structures and locations.
h. Any such home which, according to its title document, was manufactured prior to the year during which it is to be sited upon its permanent foundation shall be subject to the provisions of chapter 111, article 10 moving of vehicles.
i. Nothing in this subsection shall be deemed to supersede any valid restrictive covenants of record.

(9) *Use of tents*. Tents are not permitted, except in a developed camp ground, manufactured home or travel trailer park or in the back yard of a developed residential lot with a permanent residential structure.

(10) *Use of RV as residence*. Other than in a developed mobile home or RV park, an RV or similar movable dwelling unit may not be used as a permanent dwelling unit on a lot. Temporary use for a limited time by a family member or visitor who does not pay rent is permitted. Temporary use while building a permanent structure on the property is regulated elsewhere in this code.

Section 5. Sec. 105-1-3 is amended to read:

Sec. 105-1-3. Incidental uses.

The uses of land and buildings permitted in the several districts established by this chapter are designed by listing the principal uses permitted. In addition to such principal uses, it is the intent of this chapter and this section to permit, in each district, those uses customarily incidental to any principal use permitted in the district. Such permitted incidental uses are specifically listed as follows, and any listed use is permitted on the same lot with the principal use to which it is incidental:

(1) *Accessory uses.*

a. *Dwellings.*

1. Private garage used for the storage of non-commercial vehicles, commercial vehicles with a rated capacity less than 2.5 tons and personal property.

2. One commercial vehicle having a rated capacity of 2.5 tons or less stored in the open on the lot.
3. Private greenhouse or vegetable, fruit or flower garden from which no products are sold or offered for sale.
4. Children's playhouse and playground equipment.
5. Shed or other accessory building for storage of equipment used in grounds or building maintenance or home occupation.
6. Pets as defined in chapter 101 of this code.
7. Private swimming pool and bath house.
8. Statuary, trellises, barbecue stoves, fireplaces or similar features.

b. *Church.*
1. Parish house, together with any use accessory to a dwelling as listed in subsection (1)a of this section.
2. Religious education building.
3. Bulletin board not to exceed 20 square feet in area.

c. *Health group.*
1. Accessory buildings containing residence accommodations for staff.
2. Accessory buildings providing utility and maintenance services for the primary use.

(2) *Home occupation.*

a. *Limitations.* There is permitted, in a dwelling, an occupation incidental to the principal use as a dwelling, subject to the following limitations:
1. No person other than a member of the immediate family occupying the dwelling is employed.
2. Storage of business inventory but no stock in trade is displayed or sold upon the premises.
3. No alteration of the principal building that changes the character thereof as a dwelling.
4. No illuminated sign is used, and no sign other than one giving the name and occupation, and not more than one square foot in area, is displayed.
5. No more area than 25 percent of the ground floor area of the primary building, whether located in the primary building or an accessory building, is devoted to the home occupation.

b. *Customary home occupations.* The following are declared to be customary home occupations.
1. Dressmaker, seamstress or tailor.
2. Music teacher or dance instructor.
3. Artist, sculptor or author.
4. Home office.
5. Dog daycare limited to a maximum of four dogs in the dwelling at any one time, including dogs owned by the residents of the dwelling.
6. Overnight boarding of one dog or one cat in addition to any animals owned by the residents of the dwelling.
7. Consulting and event planning services.

8. The letting for hire of not more than two rooms for residential purposes to not more than four persons.
9. Pet grooming of no more than two animals at one time.
10. Daycare up to 12 children.

Section 6. Sec. 105-1-4 is amended to read:

Sec. 105-1-4. Use groups.

(a) *Decision matrix*. In order to carry out the purposes of this chapter, certain uses having similar characteristics are classified together as use groups. In any district in which a use group is permitted, it is the intent of this chapter to permit any particular member of that use group to locate within that district. The uses listed are examples of uses that fit the category. Not every possible use is listed. Should an application for a use that, in the opinion of the city planner, is not listed within a use group, the city planner shall evaluate the proposed use applying the criteria and following the procedure listed below.

(1) Criteria.
   a. The actual or projected characteristics of the specific use in relationship to the stated characteristics of the various use groups.
   b. The amount of site area, floor space and equipment required for the use.
   c. The frequency and type of sales activity generated by the use.
   d. The nature of the customer interaction generated by the use, i.e. on site, remote access, daily or infrequent.
   e. The number of employees required per shift for the use.
   f. The hours of operation.
   g. The building site arrangement and access requirements for the use.
   h. The types of vehicles or equipment used in association with the use.
   i. The number of vehicle trips generated by the use per day of the week over the course of a week, month and year.
   j. The means by which the use advertises itself.
   k. Whether the use is likely to be located independent of other uses on the site or established in a shared use environment.

(2) Procedure. The city planner shall issue a written opinion as to the use's appropriate designation. The city planner's decision shall be given to the applicant and posted on the city web site. The decision may be appealed to the Commission, either by the applicant or an adjoining property owner, within 15 days of posting of the decision. If the city planner determines that the proposed use does not fit within any use group or zoning district, a request shall be forwarded to the Commission for review and recommendation as to the disposition of the request for approval of the specific use.

(b) *Group dwelling*. A group dwelling is a building used for residential purposes.

(1) Distinguishing characteristics of a group dwelling include:
   a. The occupants are normally unrelated;
   b. Separated cooking facilities are not provided for individuals or groups of individuals;

c. Persons residing in the building are domiciled more or less permanently, in contrast to the transient characteristic of occupants of hotels, treatment facilities or bed and breakfast facilities; and
d. Correctional facilities are not included.

(2) The following uses are examples of a group dwelling:
a. Boardinghouse or rooming house;
b. Convent or monastery;
c. Fraternity or sorority house; and
d. Group home licensed by the department of human services.

(c) *Retail group A.* A use in retail group A is one in which the principal activity is the retail sale of fresh, freshly prepared or packaged food products, merchandise and associated services conducted primarily within an enclosed building.

(1) Distinguishing characteristics of uses in retail group A include:
a. Use is dependent to some extent on the proximity of other retail and service establishments;
b. Merchandise is not of such nature as to require transport to the customer's premises in any vehicle larger than a pickup or small delivery truck; and
c. No incidental manufacturing or processing is carried on in such a manner as to produce offensive noise, dust, odor, glare, heat or vibration perceptible or measurable from outside the building in which the use is located.

(2) The following are examples of retail group A uses:
a. Antiques, collectibles or recycled items;
b. Appliances and electronics rental and sales;
c. Art, hobby or craft supplies;
d. Camera sales and service, photo supplies or photographic studio;
e. Jewelry, clock and watch sales, cleaning and repair;
f. Books and other printed materials, except those regulated under article 2, chapter 12 and article 5, chapter 105 of this code;
g. Recorded video or music for rental or sale, except those regulated under article 2, chapter 12 and article 5, chapter 105 of this code;
h. Musical instrument rental, sale and repair;
i. Butcher shop, retail sales bakery, delicatessen, fast food, full service restaurant, coffee shop or other eat-in or take-out food preparation establishment;
j. Ice cream, soda fountain or candy;
k. Department store, variety store or specialty merchandise including sporting goods or exercise equipment;
l. Drugstore;
m. Flowers, gifts or greeting cards;
n. Furniture and accessories including bedding, home furnishings and office equipment;
o. Office supplies including copying or shipping services;
p. Groceries and household items;
q. Hardware, tools, equipment, supplies and accessories;
r. Auto parts, supplies, accessories and outdoor activity supplies with no servicing or repair of vehicles;
s. Package liquor; and

t. Pets and pet supplies with associated grooming and dog daycare services.

(d) *Retail group B.* A use in retail group B is one in which the principal activity is the sale of merchandise, vehicles or equipment.

(1) Retail group B is differentiated from Retail Group A as follows:
   a. Merchandise is generally larger;
   b. Land area required is generally larger;
   c. Merchandise is of such a nature as to require 50 percent or more of the space within the building for storage of the merchandise.
   d. Merchandise is of such a nature as to be stored or customarily displayed outside a fully enclosed structure; and
   e. The success of the activity is not dependent upon the proximity of uses in retail group A or other uses in retail group B.

(2) The following are examples of retail group B uses:
   a. Auto, truck, motor cycle, off-road, boat, construction equipment and farm implement sales, service, leasing and rental;
   b. Lumber yard and related merchandise, tools and equipment sales, including incidental mill work;
   c. Feed, grain and farm supply sales; and
   d. Trailer, RV and manufactured home sales and service.

(e) *Service group A.* A use in service group A is one in which the principal activity is providing a service with accompanying sale of merchandise, parts or supplies.

(1) Distinguishing characteristics of uses in Service Group A include:
   a. Dependent to some extent on the proximity of other retail and service establishments; and
   b. 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.

(2) The following are examples of service group A uses:
   a. Barber or beauty shop;
   b. In shop repair of carry in items;
   c. Dressmaker, milliner or tailor;
   d. Dry cleaning, laundry or Laundromat;
   e. Furniture repair or upholstering;
   f. Pet hospital or clinic;
   g. Pet grooming and dog daycare;
   h. Shoe and other leather goods repair;
   i. Private club, lodge hall, union headquarters; and
   k. Undertaking establishment, mortuary or funeral home.

(f) *Service group B.* A use in service group B is one in which the principal activity is providing a service with accompanying sale of merchandise, parts or supplies.

(1) Service Group B uses are differentiated from Service Group A uses as follows:
   a. Its success is not dependent upon the proximity of other retail or serviceuses;

b. Repair or service operations are such 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
c. The use may be conducted around the clock.

(2) The following are examples of service group B uses:
a. Carwash, either automatic or self-service;
b. Auto, truck or equipment repair;
c. Kennel;
d. Animal hospital or clinic;
e. Off premise advertising sign;
f. Taxicab or bus company office with overnight vehicle parking;
g. Commercial garage or parking lot;
h. Self-storage units; and
i. Mobile cleaning, repair and restoration services.

(g) *Office group.* A use in the office group is one in which the principal activity is the conduct of a commercial, governmental, financial, professional or management function.

(1) The use is generally conducted in a lobby and office type setting mostly during normal weekday business hours with customer traffic throughout the day.

(2) The following are examples of office group uses:
a. Bank, credit union or financial services company;
b. Commercial school including business, secretarial, dancing, music, physical culture, technical or trade;
c. Governmental services;
d. Insurance or real estate;
e. Private company;
f. Professional services;
g. TV or radio station broadcast studio; and
h. Utility company.

(h) *Commercial recreation group.* A use in the commercial recreation group is one in which the principal activity is the furnishing of recreation for a profit.

(1) Distinguishing characteristics of uses in the Commercial Recreation Group include:
a. Alcoholic beverages may be offered for sale for consumption on the premises; and
b. The activity is not operated by a governmental agency.

(2) The following are examples of commercial recreation group uses:
a. Bowling alley;
b. Dance hall;
c. Pool hall, video game room or billiard parlor;
d. Roller or ice skating rink;
e. Sports arena;
f. Tavern, saloon, bar; and
g. Theater.

(i) *Wholesale group.* A use in the wholesale group is one in which the principal activity is the sale of merchandise to individuals and corporations for resale to the public.

(1) Distinguishing characteristics of uses in the Wholesale Group include:

a. The merchandise offered for sale is stored wholly within a completely enclosed building that may be fully climate controlled for the products being stored;
b. No unusual fire or safety hazard is caused by the storage of the product or merchandise;
c. No live animals are housed in the facility; and
d. No junked, wrecked automobiles, secondhand equipment, other salvaged material or dead animals are stored on the premises.

(2) The following are examples of wholesale group uses:
a. Newspaper or magazine distribution;
b. Food, beverage, alcohol and grocery;
c. Drugs;
d. Office products and supplies;
e. Cleaning products and supplies;
f. Electrical equipment and parts;
g. Furniture, appliances and home furnishings;
h. Paper or plastic products;
i. Pumps, pipe and associated parts; and
j. Vehicle parts and tires.

(j) *Health group.* A use in the health-medical group is one in which the principal activity is related to the care and medical treatment of human beings.

(1) Facilities include anything up to and including a full service hospital with all support functions including emergency medical transportation.

(2) The following are examples of health group uses:
a. Hospital for human beings licensed under N.D.C.C. ch. 23-16;
b. Medical clinic or urgent care facility;
c. Nursing home licensed by the department of health under N.D.C.C. ch. 23-16;
d. Basic care facility licensed by the department of health under N.D.C.C. ch. 23-09.3.
e. Assisted living facility registered with the department of human services;
f. Sanitarium or similar treatment facility licensed by the department of human services.

(k) *Education group.* A use in the education group is one in which the principal activity is the education of children or adults. Sports activities linked to an educational entity are included.

(1) The activity can be directed at any age group and be operated by a public, private or religious group.

(2) The following are examples of education group uses:
a. Pre-school;
b. College or junior college;
c. Grade school;
d. High school or middle school;
e. Kindergarten;
f. Private or parochial schools offering a curriculum substantially equivalent to that offered by public schools;
g. Student or faculty dormitory;
h. Stadium, gymnasium or field house;
i. Utility or maintenance service building;

j. Administrative building; and
k. Athletic field.

(l) *Public recreation group.* A use in the public recreation group is one in which the principal activity is public recreation and which is carried on by a governmental agency.

(1) The activity may be similar to a use in the commercial recreation group. Alcoholic beverages may be offered for sale for consumption on the premises.
(2) The following are public recreation group uses:
a. Community center or sports complex;
b. Golf courses;
c. Museum;
d. Park;
e. Playground; and
f. Swimming pool.

(m) *General farming group.* A use in the general farming group is one which is customarily carried on in nonurban areas. It is the intent of this chapter to permit as an integral part of any particular use in the general farming group all customary accessory buildings for breeding and rearing poultry and livestock and for the storage of feed and farm crops. On any parcel of land lying within the territorial jurisdiction of the city for zoning regulations the conduct of any dairy, fur farming or farrowing operation, poultry hatchery, poultry farming or feeding or a riding stable shall not be conducted within 2,640 feet of any residential district or CA or CB commercial district, and the raising and feeding of any livestock and horses within 2,640 feet of any residential district or a CA or CB commercial district shall be limited to one animal per eight acres of land.

(1) Uses in the general farming group include:
a. Dairy farming;
b. Fur farming;
c. Commercial greenhouse;
d. Livestock raising or feeding;
e. Farrowing operation;
f. Poultry hatchery;
g. Poultry farming or feeding; and
h. Riding stable.

(n) *Truck farming group.* A use in the truck farming group is an agricultural use normally found in suburban or rural areas.

(1) Uses in the truck farming group include:
a. Field crop farming;
b. Commercial flower growing;
c. Fruit growing;
d. Tree, shrub or plant nursery;
e. Truck gardening;
f. The rearing and feeding of poultry, provided that on any parcel of land lying within the territorial jurisdiction of the city for zoning regulations the raising and feeding of poultry shall not be conducted within 660 feet of any residential district or a CA or CB commercial district.

(o) *Industrial group A.* A use in industrial group A is one involving manufacturing or the storage and sale of heavy building materials or equipment.

(1) Uses must conform to the following requirements:

a. There is no unusual fire, explosion or safety hazard;

b. There is no production of noise at any boundary of this district in which such use is located in excess of the average intensity of street and traffic noise at that point;

c. There is no emission of smoke in excess of any density described as No. 1 as measured by a standard Ringlemann Chart as prepared by the United States Bureau of Mines; provided, however, that smoke of a density not in excess of No. 2 on a Ringlemann Chart will be permitted for a period not in excess of four minutes in any 30-minute period;

d. There is no emission of dust, dirt, or toxic or offensive odors or gas; and

e. There is no production of heat or glare perceptible from any lot line of the premises on which the use is located.

(2) Uses in industrial group A include :

a. Manufacture, compounding, processing, packaging, treatment, or assembly of the following materials and products, but excluding the use in any operation of a punch press over 20 tons rated capacity, a drop hammer, or an automatic screw machine,

1. Bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, and food products, except fish and meat products, sauerkraut, vinegar, yeast and the rendering or refining of fats and oils,
2. Products from the previously prepared materials: bone, cellophane, canvas, cloth, cork, feathers, felt, fiber, precious metals or stones, fur, glass, hair, horn, leather, paper, plastics, shell, textiles, wood, excluding planing mills, and yarns,
3. Pottery and other ceramic products, using only previously pulverized clay, and kilns fired only by electricity or gas,
4. Electric and neon signs, outdoor advertising signs, commercial advertising structures and light sheet metal products, including heating and ventilating ducts and equipment, cornices, eaves and similar products,
5. Musical instruments, toys, novelties and rubber and metal stamps,
6. Blacksmith shop and machine shop,
7. Laundry, cleaning and dyeing works and carpet and rug cleaning,
8. Ice manufacturing plant and soft-drink bottling plant, and
9. Assembly of electric appliances, electronic instruments and devices, including the manufacture of small parts;

b. Experimental laboratories;

c. The following uses, when conducted wholly within a completely enclosed building, or within an area enclosed on all sides with a solid wall, compact hedge or uniformly painted board fence, not less than six feet in height,

1. Building material sales yard, including the sale of rock, sand, gravel and the like as an incidental part of the principal use, but excluding concrete mixing,
2. Contractor's equipment storage yard or plant or rental of equipment commonly used by contractors,
3. Feed and fuel yard,
4. Public utility service yard or electrical receiving or transforming station, and

5. Pipe yard or storage, sale or rental of oil and gas well-drilling equipment.

(p) *Industrial group B.* A use in industrial group B is one involving manufacturing or the storage, sale of products and material and in which the operations create a greater degree of hazard or more annoyance than the operations of uses in industrial group A.

(1) Uses in industrial group B must conform to the following requirements:
   a. The design and the operation of the building, and design and use of the premises, fully comply with all special requirements established by this article;
   b. There is no emission of smoke in excess of a density described as No. 2 as measured by a standard Ringlemann Chart as prepared by the United States Bureau of Mines; provided, however, that smoke of a density not in excess of No. 3 on a Ringlemann Chart will be permitted for a period not in excess of four minutes in any 30-minute period;
   c. There is no emission of toxic gases or fumes; and
   d. There is no production of heat or glare perceptible from any lot line of the premises on which the use is located.

(2) Uses in industrial group B include:
   a. Any use listed in industrial group A and involving the use of punch press over 20 tons rated capacity, a drop hammer, or an automatic screw machine, provided that all other requirements for industrial group B uses are complied with;
   b. Any other use listed under industrial group A which cannot comply with the requirements of an industrial group A use, provided that all requirements for an industrial group B use are complied with; and
   c. Manufacture, compounding, processing, refining and treatment of the following material and products,
      1. Acetylene,
      2. Alcohol,
      3. Asphalt,
      4. Brick, tile or terracotta,
      5. Concrete products or mixing,
      6. Electric steam power plant,
      7. Lampblack,
      8. Oilcloth or linoleum,
      9. Paint, shellac, turpentine, lacquer or varnish,
      10. Paper or pulp,
      11. Petroleum products,
      12. Plastics,
      13. Beer, whiskey or alcoholic beverages,
      14. Stove or shoe polish, and
      15. Tar or tar products;
   d. Junkyard, provided that all operations are conducted wholly within an enclosed building or within an area enclosed on all sides with a solid wall, compact evergreen hedge or uniformly painted fence, not less than six feet in height; provided, further, that there shall be no burning of wrecked automobiles or other products except within a furnace or incinerator approved by the city engineer of the city;

e. Any of the following uses, provided that it shall be located not closer than 500 feet from any zone in which it is prohibited,
    1. Cement, lime, gypsum, or plaster of Paris manufacturing,
    2. Distillation of bones,
    3. Drop-forge industry, manufacturing of forging with power hammer,
    4. Fat rendering, except as an incidental use,
    5. Fertilizer manufacturing,
    6. Garbage, offal, or dead animal reduction,
    7. Gas manufacture,
    8. Petroleum refining,
    9. Smelting of tin, copper, zinc or iron ores,
    10. Soap manufacture,
    11. Stockyards or feeding pens,
    12. Slaughter and packing of animals and meat products, and
    13. Tannery or curing or storage of raw hides;
f. Bulk storage of petroleum and petroleum products.

(q) *Utility service group.* A use in the utility service group is one necessary for the safe or efficient operation of a telecommunications, gas, water or electric, refuse, storm sewer or sanitary sewage system for the benefit of the public.

(1) The distinguishing characteristics of utility service group uses are:
    a. The structure or use is necessary for the safe or efficient operation of the utility;
    b. The utility which the structure or use serves is one available to the general public;
    c. The design and location of the premises and structure is in full compliance with all requirements of this section and of this chapter;
    d. The use complies with all height and yard regulations for the district in which it is located;
    e. Except for electrical distribution installations, wherever the lot on which the use is located adjoins a lot in a residential district, there is planted and maintained a landscaped screen planting strip no less than five feet in width adjacent to all lot boundaries so adjoining a lot in a residential district;
    f. Proper fencing with lot entrances shall be erected at least six feet high and maintained around all installations and structures in which there is any safety hazard whatsoever for children, provided that all structures shall be so located that such safety fence shall be so placed as not to encroach on any front yard required in the district in which the use is located; and
    g. For the proper operation of the utility, it is necessary that the proposed use be located on, or within a short distance of, the site on which it is proposed to be located.

(2) The following are examples of utility service group uses:
    a. Telecommunication transmission tower;
    b. Electric transformer station;
    c. Electric transmission line;
    d. Sewage pumping station;
    e. Water pumping station;
    f. Water reservoir;
    g. Gas pressure regulator station;

h. Solid waste recycling center;
i. Stormwater detention facility; and
j. Stormwater pumping station.

Section 7. Sec. 105-1-5 is amended to read:

Sec. 105-1-5. Special uses.

(a) *Purpose.* In order to carry out the purposes of this chapter, the board of city commissioners finds it necessary to require that certain uses, because of unusual size, safety hazards, infrequent occurrence, effect on surrounding area or other reasons, be reviewed by the planning and zoning commission prior to the board voting on whether or not to approve the use at a specific site.

(b) *Application submittal*. An application for a special use shall be submitted to the city planner. Whenever possible, applications should be submitted electronically.

(c) *General provisions.* The uses listed in this section are conditional uses that require increased investigation before considering approval.

(1) The planning and zoning commission must conduct a public hearing on such application, notice of the time and place of which hearing has been given in a newspaper of general circulation in the city at least ten days prior to the date of such hearing.
(2) Notices must be mailed at least ten days prior to the hearing to all property owners within 500 feet of the boundary of the proposed project.
(3) In order to give a favorable recommendation, the planning and zoning commission must consider the following:
   a. The proposed use is in harmony with the purpose and intent of this chapter;
   b. The proposed use is not in conflict with the adopted comprehensive plan of the city;
   c. The proposed use will not adversely affect the health and safety of the public and the workers and residents in the area;
   d. The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood; and
   e. The proposed use meets all appropriate regulations for the district in which it will be located.
(4) The planning and zoning commission may require the submission of additional plans, special studies or reports during review of the application.
(5) The planning and zoning commission may recommend special requirements for the proposed use. The reasons for the special requirements must be documented.
(6) Once the planning and zoning commission has acted, the city commission must hold a public hearing and then act to ratify the recommendation of the planning commission, modify the recommendation of the planning commission or reject the application.

(d) *Airports and heliports*. An airport may be permitted as a special use in an A Agricultural District in the extraterritorial zone and a heliport may be permitted as a special use associated with a medical facility within the zoning jurisdiction of the city, provided that:

(1) The area is sufficient to meet the federal requirements for the class of airport or heliport proposed;

(2) There are no existing flight obstructions, such as towers, chimneys, or other tall structures, or natural obstructions outside the boundaries of the proposed airport or heliport which would fall within the approach zone to any of the proposed runways or landing strips of the airport or heliport;
(3) There is sufficient distance between the end of each useable landing strip and the airport boundary to satisfy the requirements of the federal aviation administration or any other appropriate authority. In cases where air rights or easements have been acquired from the owners of abutting properties, in which approach zones may fall, satisfactory evidence thereof shall be submitted with the application;
(4) Any building, hangar or other structure shall be at least 100 feet from any street or property boundary;
(5) Adequate space for off-street parking has been provided. A traffic study must be submitted to document the need for the number of spaces proposed; and
(6) The application for authorization of an airport or heliport shall be accompanied by plans meeting the requirements of the FAA, other regulatory agencies and the city.

(e) *Cemetery*. A cemetery, mausoleum, columbarium or crematory may be permitted in an industrial or A district as a special use, provided that:
(1) No graves shall be located less than 100 feet distant from any property line;
(2) There shall be a strip at least 75 feet in width adjacent to all boundaries of the cemetery landscaped and maintained as a green area;
(3) In any cemetery in which there will be permitted monuments and grave markers rising above the surface of the ground, the green area shall include a dense evergreen hedge at least six feet in height; and
(4) No public mausoleum, columbarium, crematory or cemetery chapel shall be erected within 200 feet of any boundary of the lot or parcel on which it is located.

(f) *Golf driving range or miniature golf course.* A golf driving range or miniature golf course may be permitted in an A or industrial district as a special use, provided that:
(1) The area within 500 feet of all boundaries of the lot is not developed in residences to a greater density than one family per acre;
(2) Any flood-lights used to illuminate the premises are so directed and shielded as to prevent the direct lighting area from extending beyond the property boundary;
(3) When the area within 500 feet of the property boundary is undeveloped, any approval is limited to one year one year and must be renewed annually. If residential development exceeding a density of one dwelling unit per acre is approved within this 500 foot area, the approval for this use may be withdrawn unless all property owners within the 500 foot area sign written consents to allow the use to continue on a year to year basis.

(g) *Fire or emergency medical response.* A facility providing fire and/or emergency medical response services may be permitted in any zoning district as a special use, provided that:
(1) Ingress and egress from the street shall be so designed and constructed as to provide safe traffic movement. A demand activated traffic control signal for emergency vehicle egress from the site may be required.
(2) Sufficient parking shall be provided to accommodate the maximum number of personnel per shift plus at least 2 visitor spaces; and.

(3) If the use is approved, landscaping, signage and design of the building exterior shall be reviewed and approved by the Mandan Architectural Review Commission.

(h) *Day care center.* A day care center is a facility providing services to more than 12 children or any number of adults. A day care center requires a special use approval and must comply with the following criteria:

(1) The facility must receive state approval before an occupancy permit can be issued;
(2) For a facility catering to children, each building shall provide not less than 35 square feet of interior play area per child;
(3) For a facility catering to children, a fenced outdoor play area of not less than 75 square feet per child shall be provided that is located no closer than ten feet to an adjoining residential lot;
(4) For a facility catering to adults, there shall be an outdoor lawn area and covered porch offering either active recreation or passive activities for groups or individuals;

(5) As a minimum, onsite parking shall be provided at the ratio of one space per manager and employee per shift plus one space for each 12 clients; and
(6) Drop off and pickup of clients shall be in an area off the public street that is separate from parking spaces.

(i) *Correctional facility.* A correctional facility may be permitted in an industrial or A district as a special use, provided that:

(1) The facility fronts on an arterial street;
(2) There are no churches, schools or residentially developed property within 500 feet;
(3) The primary illumination field for exterior lighting shall not extend beyond the property boundary;
(4) No building shall be closer than 35 feet to any property line; and
(5) As a minimum, onsite parking shall be provided at a ratio of one space for each employee per shift plus one space per four inmates.

(j) *Drug or alcohol outpatient treatment or counseling facility*. A drug or alcohol outpatient treatment or counseling facility may be permitted as a special use in a regional commercial, industrial or A district and must comply with the following criteria:

(1) The facility fronts on an arterial street;
(2) As a minimum, onsite parking shall be provided at a ratio of one space for each employee per shift plus one space per two clients per hour;
(3) Hours of operation are limited to between 6:00 AM and 8:00 PM;
(4) The facility is no closer than 1000 feet to a school, daycare facility or residentially developed property; and
(5) The facility is no closer than 500 feet to an establishment selling alcohol.

Section 8. Effective Date. This ordinance shall take effect when adopted.

By:_____
President, Board of City Commissioners

Attest:

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James Neubauer, City Administrator

First Consideration: October 20, 2015

Second Consideration and Final Passage: November 3, 2015

Resolutions & Ordinances No 5

CITY OF MANDAN, NORTH DAKOTA
$22,000,000* SALES TAX REVENUE BONDS, SERIES 2016
RESOLUTION REGARDING SALES TAX REVENUE BONDS

WHEREAS, on June 9, 2015, the City of Mandan, North Dakota (the "City") electorate approved an additional three-fourth of one percent (0.75%) sales tax (the "Sales Tax"), to be used by the Park District of the City of Mandan, North Dakota (the "Park District") for recreation facilities consisting of (i) a new two-rink hockey arena, including gymnastics facilities, (ii) a new football and track field, and (iii) conversion of Lefty Faris football and track field into ball fields (collectively, the "Projects"); and

WHEREAS, on June 30, 2015 the City Commission passed Ordinance No. 1210 implementing the Sales Tax effective October 1, 2015; and

WHEREAS, the City and the Bank of North Dakota entered into an Escrow and Disbursing Agreement as of September 1, 2015, regarding the Sales Tax receipts; and

WHEREAS, the City and the Park District have entered into a Joint Powers Agreement regarding the Sales Tax and the Projects.

BE IT RESOLVED, by the Board of City Commissioners of the City as follows:

Section 1. <u>Sales Tax Bonds</u>. Pursuant to the provisions of the NDCC, the Home Rule Charter and the proceedings set forth in the Recitals, the City shall proceed to plan and structure the sale of its $22,000,000* Sales Tax Revenue Bonds, Series 2016 in one or more series (the "Bonds"). The City Administrator, Finance Director, City Attorney, Park District Director and Park District Accounting Manager (the "Authorized Officers"), in consultation with bond counsel to the City, are hereby authorized to fulfill the preliminary requirements for the issuance and sale of the Bonds with the terms of such issuance and sale being subject to formal approval by this governing body on or before the sale date.

Section 2. <u>Plan of Financing</u>. The Authorized Officers are authorized and directed to pursue the most advantageous financing structure, to include requesting proposals from financial institutions and underwriters regarding the Bonds. The Authorized Officers shall prepare on behalf of the City an official statement and/or such financial information as may be required to be distributed to potential bidders on the Bonds. The Authorized Officers are authorized to negotiate and enter into agreements regarding the proposals for the Bonds and otherwise take all action necessary to plan the financing of the Projects.

Dated: November __, 2015.

CITY OF MANDAN, NORTH DAKOTA Attest:

_____ _____

President, Board of City Commissioners City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on November __, 2015, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

* Preliminary, subject to change.