

AGENDA
MANDAN CITY COMMISSION
OCTOBER 21, 2014
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the minutes from the October 7, 2014 Board of City Commission meeting.
- E. PUBLIC HEARING:
- F. BIDS:
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
 2. Consider for approval the special assessments for Weed Cutting of 2014, Sidewalks of 2014 and, Health and Safety of 2014.
 3. Consider for approval the assessment of delinquent accounts for 2014.
 4. Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation (NDDOT), Traffic Safety Office.
 5. Consider approval of change order for Lakewood 6th and 7th addition street improvement project.
 6. Consider proclaiming November 29, 2014 as Small Business Saturday in Mandan
 7. Consider NDDOT agreements and easements relative to Main Street ADA Project 9-999(304), PCN 20268.
- H. OLD BUSINESS:
- I. NEW BUSINESS:
1. Presentation regarding Law Enforcement Retirement Plan.
 2. Update and presentation by AE2S on Water Treatment Plant Intake study.

*Agenda
Mandan City Commission
October 21, 2014
Page 2 of 2*

3. Approval for advertisement of RFP for engineering services for downtown street improvement district for street reconstruction.
 4. Consider agreement with JLG
- J. RESOLUTIONS AND ORDINANCES:
1. Consider adopting Ordinance 1194 imposing a moratorium on approval of any new medical facility within the city.
- K. OTHER BUSINESS:
- L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. November 4, 2014
 2. November 18, 2014
 3. December 2, 2014
- M. ADJOURN

Public Communication

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

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

The Mandan City Commission met in regular session at 5:30 p.m. on October 7, 2014 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, and Laber. 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: Commissioner Braun and Assessor Shaw.

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

C. PUBLIC COMMUNICATIONS: Mayor Van Beek invited anyone to come forward to address items on the Agenda.

Cheryl Dillon, 1604 Sunset Drive, came forward and stated she was here to discuss the specials assessed on the street improvements and storm sewer improvements. She stated she believes this should be paid for by the federal government because it is a main artery into Mandan. It is a major road used by Mandan. Even though they paid quite a bit of the costs she believes they should pay all costs involved. She stated the road was badly constructed and is very bumpy and the curbing is chipped and cracked which were brand new last year. She stated that traffic is very heavy and noisy on that road. She feels that she should not have to pay specials on the road. Also, for the water and sewer improvements she was charged \$3,419.75, which she believes is very excessive compared to others in Mandan who had the same service done who paid an average of approximately \$700.00.

Ted Flemmer, 1602 Sunset Drive, came forward and stated that he has lived in his home for approximately 55 years. He inquired if the Commission would object if the State Highway Department would take over Sunset Drive as a State Highway due to #1 the tax issue and #2 the road will just get worse. He stated he called the Highway Department and they said Sunset Drive should be under state regulation. Commissioner Tibke suggested residents call their state representatives to discuss the matter about it being a state road and regarding an increased contribution based on increased traffic.

A second announcement was made to come forward to speak for or against items on the Agenda. Hearing none, this portion of the Public Communications forum was closed.

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held September 16, 2014 and Special Meeting held October 2, 2014.* Commissioner Laber moved to approve the minutes as presented. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

G. CONSENT AGENDA

1. *Consider approval of games of chance for Morton County Friends of NRA at the Seven Seas Hotel on October 23, 2014.*
3. *Consider for approval Out of State Travel for International Code Council training Classes for Building Official Lalim.*
4. *Consider proclaiming October, 2014 National Disability Employment Month in the City of Mandan.*
5. *Consider for approval replat of Lot 1, Block 1, Meadow Ridge 3rd Addition*
6. *Consider relinquishment of interest in 611 W Main St.*
8. *Consider approval to close the State Small Business Credit Initiative bank account at Starion Financial.*
9. *Consider approval of Sunday Openings for Mandan Eagles Club for October 12th, October 19th, and November 30th, 2014.*
10. *Consider budget amendment to the 2014 Street Department Capital Outlay budget.*
11. *Consider budget transfer from 2015 Street Department Capital Outlay budget to 2014 budget.*
12. *Consider for approval Amendment No. 3 to the Engineering agreement with AE2S for 2014 Central Alarm System Upgrade.*
13. *Consider advertising for bids for the construction of the Grounds Maintenance Building at the Cemetery.*
14. *Consider Reallocation of Capital Outlay funds to replace Sanitary Lift Station pump.*

Commissioner Rohr moved to approve the Consent Agenda items 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14 as presented. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Absent; Commissioner Van Beek: Yes. The motion passed.

The following two Consent Agenda items were removed for discussion:

2. *Consider confirmation of special assessments for Storm Sewer Improvement District #32, Street Improvement District #161 Street Improvement District #163, Street Improvement District #174, Street Improvement District #180, Street Improvement District #187, and Water & Sewer Improvement District #61.* Commissioner Rohr commented on the allocations obtained from the Federal and State to help support the projects. The City Staff attempts to obtain the matching funds given the restrictions there are in place for obtaining Federal monies. The State prioritizes projects for up to three, four, or five years and then a determination will be made as to what the City can apply for as far as funding. City staff works the best they can to get whatever funds are available to help pay for Mandan's street improvement projects because it would be too expensive for people to pay that amount of money without that funding.

Cheryl Dillon came forward to speak and said she does not understand why the Federal or State funds do not cover the entire cost of the road expenses because of all the traffic that goes by her home such as school buses, dump trucks and semis. Commissioner Rohr explained that the Federal government uses a formula to determine the amounts allotted towards street improvement projects. He suggested that an alternative solution would have to be determined by long-term planning in order to handle or divert the traffic flow from Sunset Drive to another place or have a better routing of the traffic flow. Mayor Van Beek said that there are traffic studies that can be conducted in this area; however, Collins Avenue and Sixth Avenue are our main thoroughfares that go north. He concurred with Commissioner Rohr that the City Staff has done a good job in doing what they could to help lessen the burden of this project by getting as much State and Federal funding as possible to defray the project costs. Ms. Dillon commented that with regard to being charged \$3,400 for the new sewer and water and that there are residents down the street that only had to pay \$700. She does not understand why there is such a difference in assessments.

Kim Fettig, Engineering Project Manager, replied that the difference in assessments is because Ms. Dillon's residence is located within both the water and sewer projects and that resulted in an assessment of \$3,419.75. In the area down from her residence, those residents were assessed \$659.96 because that only involved the water project costs and they were not a part of the sewer project.

Commissioner Rohr moved to approve the confirmation of special assessments for Storm Sewer Improvement District #32, Street Improvement District #161 Street Improvement District #163, Street Improvement District #174, Street Improvement District #180, Street Improvement District #187, and Water & Sewer Improvement District #61. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Absent; Commissioner Van Beek: Yes. The motion passed.

7. *Consider approval of change order for Street Improvement District 186, Project 2013-22 (Macedonia Hills First Addition).* Planning & Engineering Director Froseth stated this is a request for a change order due to extra sub-base aggregate material under the asphalt. In discussions with the project inspector he stated there was an error in the estimate because the design engineer who put this project together did not account for the sub-base material in their estimate. However they did in their detail of the street costs but not in their estimate of the material under the curb and gutter. Not just the asphalt section of the street. The curb & gutter will add another two feet on each side of the street and that is the base material that was not included the estimate. The asphalt numbers are running about \$20,000 lower than the estimate and that's the factor the engineer put in. Commissioner Laber said that with a change order this large, (\$53,000), it will make a difference in the specials assessed and it should be discussed. But if they are balancing in other ways, that is understandable. But with the tough terrain throughout Mandan, a more diligent job should be done.

Commissioner Laber moved to approve the change order for Street Improvement District 186, Project 2013-22 (Macedonia Hills First Addition). Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Absent; Commissioner Van Beek: Yes. The motion passed.

At this point in the meeting, Commissioner Tibke left due to a prior engagement.

H. OLD BUSINESS:

1. *Consider request for extension by Mandan Hotel Group for deadline to complete project for property tax exemption.* Business Development & Communications Director Huber stated that on November 6, 2012, a property tax exemption was approved by the City Commission for the Mandan Hotel Group at its 27th Street NW location for a Comfort Inn and Suites. The City of Mandan Commercial Property Tax Exemption Policy and Guidelines in effect at that time stated “An exemption that has been granted will be considered lapsed and invalid if construction has not begun in one year and completed in two years.” Director Huber stated that this project will not be completed by November 6, 2014 and the Mandan Hotel Group has submitted a letter requesting an extension to July 1, 2015 for the Commission to review. The delays are due to design and financing for the project as well as employment shortage throughout the community. They are asking for consideration for the extension. This project would be considered as grandfathered-in prior to the November 2013 legislation going into effect which would have been August 1, 2013. Director Huber recommended approval of the request for extension to July 1, 2015. Don McGuire, President, Mandan Hotel Group was present to answer questions about the project. He clarified that concentration is on the parking lot right now before winter arrives and then the interior of the building will be completed. He stated that a Certificate of Occupancy may be possible prior to July 1, 2015.

Commissioner Laber moved to approve the request for extension by the Mandan Hotel Group to July 1, 2015 or upon receipt of the Certificate of Occupancy with regard to the previously approved property tax exemption. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Laber: Yes; Commissioner Braun: Absent; Commissioner Van Beek: Yes. The motion passed.

I. NEW BUSINESS:

1. *Consider for approval replat of Lots 2 – 4, Block 1 Lakewood Commercial Park Second Replat.* City Planner Decker stated that this matter is a follow-up to the recently approved PUD Ordinance and this is the plat that goes with that. Additional parking will be provided along the streets for guests as discussed at the Planning and Zoning Commission meeting.

Commissioner Laber moved to approve the replats of Lots 2 – 4, Block 1 Lakewood Commercial Park Second Replat. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Laber: Yes; Commissioner Braun: Absent; Commissioner Van Beek: Yes. The motion passed.

2. *Consider request to move up deadline for bid opening for SID projects requesting funding by special assessment method.* Planning & Engineering Director Froseth stated that at the end of the 2013 construction season, six street improvement district projects did not meet their contractual completion deadlines. The projects were bid late in the season in July and August. In February 2014 the Engineering Office brought a recommendation to set a bid opening deadline of July 1st for 2014 projects for new development SIDs requesting funding by special assessment method. Those plans worked well as the SIDs yet to be paved has been reduced dramatically. In addition to proactive planning and on time completions, generally the earlier the bid opening for street projects, the better the bid price will be because contractors are less likely to have full schedules. The Engineer's office recommends setting a bid opening deadline for the 2015 Street Improvement District projects that request funding by the special assessment method by June 1, 2015. The June 1st date would require that the plans and specifications be approved at or before the May 5, 2015 City Commission meeting date. The developers would 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 and that would be accomplished by three-way agreement..

Mayor Van Beek commented this is forward thinking and encouraged Director Froseth to continue the bid opening process in this manner in the future.

Commissioner Rohr moved to approve moving up the deadline for 2015 bid opening for SID projects requesting funding by special assessment method as presented.

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

3. *Consider purchase of SolarBee equipment for wastewater treatment plant sludge pond.* Planning & Engineering Director Froseth stated that the City Wastewater Treatment Plant is currently working with AE2S Consultants on an optimization project. The SolarBee mixers are part of the project and Medora Corporation, Dickinson, ND, is the exclusive manufacturer of the mixers. The ND State Health Dept. has approved the mixers to be part of the State Revolving Fund (SRF) funded project. The new mixers will reduce bio-solids related odors by enhancing the sludge digestion and treatment process. The new mixing system will enhance neutral aeration while promoting sludge thickening. Enhanced thickness will reduce volume of sludge handled annually resulting in operation and maintenance savings to land application programs, reduced fuel consumption and reduced impact to lands receiving bio-solids application. The estimated cost of the mixers is about \$104,000 and will ultimately be paid for by the SRF which is to be applied for soon.

Commissioner Rohr stated that the City should develop solutions for reducing the odors due to the residents living in that area. At one time the WWTP was out there away from everything and now the area has been built up around it. It would not be economically feasible to move the Wastewater Treatment Plant. Director Froseth and Mr.

Himmelspach stated that they believe two mixers will be sufficient to handle the treatment process as per the recommendation of the consultants.

Commissioner Laber moved to approve the purchase of the SolarBee equipment for Wastewater Treatment Plant sludge pond. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Absent; Commissioner Laber: Yes; Commissioner Braun: Absent; Commissioner Van Beek: Yes. The motion passed.

4. *Consider a variance to allow installation of a concrete strip in right of way between parking lot and sidewalk at 173 Riverwood Avenue Southeast.* Planning & Engineering Director Froseth stated this is a request for a variance to start construction allowing a strip of concrete to be installed between the property line and the sidewalk along the length of the property. The property owner has been advised as to sidewalk safety. The developer has been working with the engineer to assure pedestrian safety. The Beautification Committee has asked them to set some landscaping or green space standards in zoning such as commercial and industrial. Another concern that was brought up was the water main that runs under the boulevard. If there is a break, the cost of removing and replacing the concrete would be paid for by the City. One step in this plan was to insert an expansion point on the property line so if the water main has to be accessed, it can be done so at that point. Based on the above explanation it was noted that the conditions to this variance are unique to this property.

Mark Fleck of Skytland Fleck Enterprise LLC came forward to speak and stated he is the property owner involved along with his partner, Rod Skytland. He said he has addressed the concerns noted above with Director Froseth regarding public and pedestrian safety and they are in agreement with what Director Froseth outlined. He also stated he has discussed with Director of Public Works Wright the water main that runs at the center of the sidewalk. He stated that if there would be a water main break he would be in agreement to cover the costs of re-pouring his sidewalk concrete and he will work with the City on a water main break should it ever occur. He said he has some disagreement with the beautification part of the project, stating that this is an industrial area and is zoned MA light industrial heavy commercial. Properties in the area have driveways with no curb and some sidewalk. He stated that if allowed to do so, they will pour concrete to the back of the sidewalk rather than place green space there.

Commissioner Laber questioned how we make sure this agreement runs with the land? Is there an easement that runs with the land? City Attorney Brown stated that a simple agreement signed by the City and the property owner(s) which would be recorded with the County Recorder which would thus be binding on any property owner in the future.

Commissioner Rohr said that he feels that a 2-foot area would not warrant a green space due to being such a small area. He clarified that for the A to E guidelines that exist for variances to zoning applications, the findings should apply to each one. In other words, compliance would have to meet each criterion. He stated the wording is confusing.

Commissioner Laber recommended moving this discussion to the engineering side for review so that there are guidelines under the engineering methodology. Director Froseth said that aesthetic-wise, he had no strong objection to it and that it should be noted that it should be comparable with the variance.

Commissioner Laber moved to approve a variance to allow installation of a concrete strip in the right of way between parking lot and sidewalk with the condition that there is an agreement that ties the property title with addressing the water main repair expense cost sharing at 173 Riverwood Avenue Southeast. Commissioner Rohr seconded the motion.

Attorney Brown stated that as he understands the Agreement, that if the water main needs to be replaced it will be at the City's expense. The reimbursement would be the cost of replacing the hard surface to get to the water main would be that of the property owner, correct? Commissioner Laber responded "correct". She also added "remove and replace" to the motion.

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

J. RESOLUTIONS AND ORDINANCES:

K. OTHER BUSINESS

1. *"Save the Shade" Heritage Plaza Foundation:* Mayor Van Beek reported that with regard to the "Save the Shade" – the Heritage Plaza Foundation primary movers and shakers are Del Wetsch, from the Mandan Progress Organization, Vern Cermak from the Musicians Association and Sue Hoffman from Susie Q's Craft Emporium and Dakota Store. He stated that roughly \$5,000 has been donated to replace the trees in Dykshoorn Park and that last week Mandan Public Works employees planted 4 new trees. Donations have ranged from \$10 to \$1,000 from businesses and individuals from the Mandan/Bismarck area. Mayor Van Beek extended a thank you to all who have donated and participated in this project.

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 6:35p.m. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners



CONSENT #2

Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 20, 2014
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch
SUBJECT: Special assessments for Weed Cutting of 2014, Sidewalks of 2014 and, Health and Safety of 2014.

PURPOSE

Consider the special assessments for Weed Cutting of 2014, Sidewalks of 2014 and, Health and Safety of 2014.

BACKGROUND

Weed Cutting of 2014 – For the eradication, cutting and control of weeds and tall grasses, and any other unhealthy vegetation exceeding six inches in height. Assessment for these costs are allowed under North Dakota Century Code 40-05-01.1.

Sidewalks of 2014 – For the construction, repair and rebuilding of sidewalks, curb and gutter. Assessment for these costs are allowed under North Dakota Century Code 40-29-05.

Health and Safety of 2014 – For the repairs of curb stops, water lines and sewer lines, and the removal of trees. Assessment for these costs are allowed under North Dakota Century Code 40-05-01.1.

The Notices for these assessments were published on October 03, 2014 and October 10, 2014.

ATTACHMENTS

Notice of Assessments:

- Weed Cutting of 2014
- Sidewalks of 2014
- Health and Safety of 2014

Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Special assessments for Weed Cutting of 2014, Sidewalks of 2014 and, Health and Safety of 2014.

Page 2 of 2

FISCAL IMPACT

Weed Cutting of 2014 = \$15,016.89 (1 year assessment)

Sidewalks of 2014 = \$149,300.65 (10 year assessment)

Health and Safety of 2014 = \$40,267.75 (5 year assessment)

STAFF IMPACT

No additional staff impact.

LEGAL REVIEW

The special assessments were prepared in accordance with the Mandan Municipal Code and North Dakota Century Code.

RECOMMENDATION

To approve the special assessments for Weed Cutting of 2014, Sidewalks of 2014 and, Health and Safety of 2014.

SUGGESTED MOTION

Move to approve the special assessments for Weed Cutting of 2014, Sidewalks of 2014 and, Health and Safety of 2014.

NOTICE OF ASSESSMENTS
WEEDS OF 2014

Notice IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused the cutting, spraying and removal of grass and weeds or caused the performance of such acts which contributed to the general health, safety and welfare of the community.

<u>Seq#</u>	<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Assessment</u>
<u>Albers-Neff 2nd</u>				
43	3	W 40' of 13 & E 40' of 14	1008 6 th Street NW	55.00
<u>Borden Harbor 1st</u>				
9230	1	11	4713 Quail Court SE	275.00
9234	1	15 & Aud O of Aud N of 31	3610 46 th Avenue SE	404.65
9235	1	16 & 1 of Aud N of Aud 31	4710 Harbor Trail SE	275.00
<u>Bridgeview Bay Re-Plat</u>				
10293	2	4	2313 Pirate's Loop SE	67.30
10294	2	5	2317 Bayview Court SE	55.00
10295	2	6	2321 Bayview Court SE	67.36
10296	2	7	2325 Bayview Court SE	55.00
10297	3	1	2423 Pirate's Loop SE	133.54
<u>Bridgeview Bay 1st</u>				
9990	1	26	2203 Bayview Court SE	55.00
9991	1	27	2207 Bayview Court SE	55.00
9992	1	28	2211 Bayview Court SE	55.00
9995	1	31	2223 Bayview Court SE	55.00
10007	1	43	2333 Bayview Court SE	110.00
10008	1	44	2337 Bayview Court SE	55.00
10009	1	45	2341 Bayview Court SE	110.00
10011	1	47	2407 Bayview Court SE	55.00
10014	1	50	2419 Bayview Court SE	110.00
<u>Diane's 2nd</u>				
656A	2	9B	115 14 th Street NE	55.00
<u>Eagle Ridge 1st</u>				
11407	1	3	3002 12 th Avenue NW	500.50
11408	1	4	2830 12 th Avenue NW	463.23

11411	1	7	2829 8 th Avenue NW	839.10
<u>Evergreen Heights 2nd Replat</u>				
9439	2	1	1616 14 th Avenue SE	65.72
<u>Gerards 1st</u>				
960	2	1 & 2	501 3 rd Street SE	165.00
992	D		506 4 th Avenue SE	55.00
<u>Gerards 2nd</u>				
8551	1	2	600 3 rd Street SE	153.23
<u>Heartridge</u>				
10971	1	7	1712 Ridge Drive SE	55.00
<u>Heartview</u>				
1076	8	15 & 16	1308 1 st Street NW	110.00
<u>Helmsworth & McLean 1st</u>				
1371	21	7 & 8	1310 2 nd Street NE	55.00
<u>Highland 2nd Replat</u>				
4123	1	2(less S 125')	1300 Collins Avenue	304.30
<u>Keidel's South Heart Terrace 1st</u>				
10779	3	38	1915 4 th Avenue SW	55.00
10815	5	12	1707 Canyon Road SW	55.00
<u>Keidel's South Heart Terrace 2nd</u>				
11099	2	8	712 Farmstead Court SW	108.60
11156	4	19	1812 Spring Court SW	131.77
11157	4	20	1808 Spring Court SW	124.59
11158	4	21	1804 Spring Court SW	67.08
11159	4	22	1800 Spring Court SW	69.48
11160	4	23	1708 Spring Court SW	64.70
11161	4	24	1704 Spring Court SW	59.90
11162	4	25	1700 Spring Court SW	76.67
<u>Lakewood 1st Addition Replat</u>				
9633A	4	1A	2802 Waters Edge Lane SE	55.00
9633B	4	1B	2806 Waters Edge Lane SE	55.00
<u>Lakewood 2nd Addition</u>				
9854	3	23	3327 Bay Shore Bend SE	73.83
9866	4	1 & 20' of 2	4509 South Bay Drive SE	60.50

Lakewood Commercial Park 3rd

10313	3	1	4103 Shoal Loop SE	415.60
-------	---	---	--------------------	--------

Lakewood Commercial Park 4th

10654	1	1	2101 40 th Avenue SE	467.50
-------	---	---	---------------------------------	--------

Lakewood Commercial Park 5th

6398	1	1	2401 40 th Avenue SE	692.78
------	---	---	---------------------------------	--------

Lakewood Harbor 2nd Addition

9726	1	18	4504 Shoreview Place SE	231.86
------	---	----	-------------------------	--------

9729	1	21	4202 Bay Shore Bend SE	216.47
------	---	----	------------------------	--------

9730	1	22	4100 Bay Shore Bend SE	180.82
------	---	----	------------------------	--------

9740	1	41	3900 Waterfront Place SE	100.62
------	---	----	--------------------------	--------

Lakewood Harbor 3rd Addition

10044	2	2	4201 Bay Shore Bend SE	182.23
-------	---	---	------------------------	--------

10046	2	4	4006 Lakewood Drive SE	333.10
-------	---	---	------------------------	--------

10047	2	5	4006 Lakewood Drive SE	369.62
-------	---	---	------------------------	--------

10048	2	6	4220 Bayfront Place SE	289.61
-------	---	---	------------------------	--------

10049	2	7	4220 Bayfront Place SE	372.98
-------	---	---	------------------------	--------

10054	2	12	4136 Lakewood Drive SE	168.79
-------	---	----	------------------------	--------

10063	2	21	4100 Lakewood Drive SE	170.50
-------	---	----	------------------------	--------

10065	2	23	4206 40 th Avenue SE	220.00
-------	---	----	---------------------------------	--------

10066	2	24	4202 40 th Avenue SE	209.00
-------	---	----	---------------------------------	--------

10070	2	28	4100 40 th Avenue SE	187.00
-------	---	----	---------------------------------	--------

10073	2	31	4017 Beachfront Place SE	168.30
-------	---	----	--------------------------	--------

Lakewood Harbor 5th Addition

10320	1	1	4101 28 th Street SE	77.82
-------	---	---	---------------------------------	-------

Lakewood Harbor 6th Addition

10617	1	3	4000 Bayport Place SE	141.82
-------	---	---	-----------------------	--------

Lincoln Ridge Estates 1st Addition

9406	3	6	2304 East View Place SE	377.99
------	---	---	-------------------------	--------

Mandan Heights 5th

2538	2	E 34.28' EXC. E 14.20' of 10	812 Collins Avenue	55.00
------	---	------------------------------	--------------------	-------

Mandan Lands 139-81

2891	27	Aud 7 of NE4NE4NW4	812 Collins Avenue	55.00
------	----	--------------------	--------------------	-------

Mandan Meads

4019	10	W100' Lots 22-24	218 East Main Street	110.00
------	----	------------------	----------------------	--------

4050	12	W ½ N16' of 23 & W ½ of 24	1111 1 st Street NW	55.00
------	----	----------------------------	--------------------------------	-------

Mandan Proper

3373	18	10	206 5 th Avenue NW	55.00
3424	23	2	209 1 st Avenue NE	110.00
3436	24	W 60' of 1	207 2 nd Street NE	55.00
3520	30	E 62' 7 7 8	320 2 nd Street NE	55.00
3824	53	3	507 1 st Avenue NE	55.00
3875	57	10	508 1 st Avenue NE	55.00

N. P. 1st

4202	62	E ½ Lots 7 & 8	404 3 rd Street NE	55.00
4258	68	S 15' of 2 & 3	700 6 th Avenue NW	55.00
4517	89	E ½ Lots 4 & 5	802 1 st Avenue NW	55.00
4518	89	W ½ Lots 4 & 5	802 1 st Avenue NW	115.30
4571	94	3	807 5 th Avenue NW	19.80

N. P. 2nd

4843	5	W ½ of 1 & 2	200 8 th Avenue SW	55.00
4905	8	S ½ of 15 all 16	302 6 th Avenue SW	55.00

Plainview Heights 12th Addition

10576	2	7	2905 Percheron Drive SE	66.08
10583	2	14	1401 27 th Street SE	55.00
10584	2	15	1301 27 th Street SE	55.69
10592	3	7	2904 14 th Avenue SE	100.10
10606	4	9	2908 Percheron Drive S	55.00

Plainview Heights 13th Addition

11040	3	1	1411 Suffolk Drive SE	59.35
11044	4	2	3110 14 th Avenue SE	95.15

Ripple's 4th

8573	1	4	1400 12 th Avenue SE	110.00
------	---	---	---------------------------------	--------

Sharon Heights 1st

5752	2	1 & W1/2 of 2	806 14 th Street NW	122.08
------	---	---------------	--------------------------------	--------

Sharon Heights 2nd

5835	3	21	1604 Sunset Drive NW	55.00
5854	4	3	905 15 th Street NW	55.00

Sharon Heights 3rd

5891	1	9	1303 Sunset Drive NW	55.00
------	---	---	----------------------	-------

NOTICE OF ASSESSMENTS
SIDEWALKS OF 2014

Notice IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused sidewalks to be constructed, replaced or repaired and the cost thereof.

<u>Seq#</u>	<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Assessment</u>
<u>Helmsworth-McLean 1st</u>				
1312	14	23 & 24	210 8 th Ave NE	1785.10
<u>West Bay Est 2nd-Replat</u>				
1423	1	3	2600 46 th Ave SE	147515.55
TOTAL				149,300.65

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 21, 2014 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Publish: October 03, 2014 Diane I Leingang
 October 10, 2014

NOTICE OF ASSESSMENTS
HEALTH SAFETY OF 2014

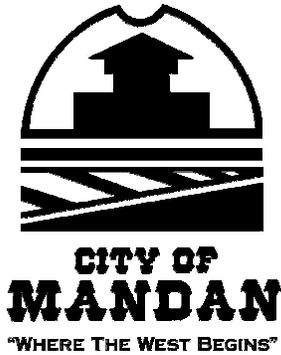
Notice IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused the performance of such acts which contributed to the general health, safety and welfare of the community.

<u>Seq#</u>	<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Assessment</u>
<u>ANK 1st</u>				
121	4	10	1200 6 th Street NW	1,952.00
<u>Debbie's Acres</u>				
8057	1	2	4404 Highland Road NW	1,584.00
<u>Diane's 1st</u>				
542	5	3	805 5 th Avenue NE	5,863.00
<u>Dinsmore-Peterson</u>				
732		1 - 3	601 3 rd Street SW	990.00
<u>Hillcrest 1st</u>				
2109	5	9	403 12 th Street NW	1,870.00
<u>Mandan Proper</u>				
3338	16	S½ of 2 & N 43' of 3	207 7 th Avenue NW	1,760.00
3690	42	N 20' W½ of 8 & W½ of 9	302 7 th Avenue NW	990.00
3712	45	E 106' S1/2 of 5 & E 106' of 6	401 6 th Avenue NW	9,308.75
3757	48	10	406 24 th Avenue NW	1,650.00
3763	49	W 50' of 1 & 50' of N 20' of 2	305 4 th Street NW	577.50
3844	54	E 50' of 7 & 50' of S 25' of 8	306 4 th Street NW	1,045.00
<u>Meads</u>				
3996	9	Auditors 3	204 9 th Avenue NW	357.50
4053	13	3 & 4 & N ½ of 5	109 11 th Avenue NW	2,475.00
<u>N.P. 1st</u>				
4190	61	9	404 4 th Avenue NE	1,430.00
4272	67	5	503 2 nd Avenue NE	1,760.00
4314	70	10 & E 45' of 11	508 4 th Avenue NE	1,430.00
<u>N.P. 2nd</u>				
4861	5	29 - 30	203 7 th Avenue NE	2,310.00

<u>Siegel's 1st</u>				
5989	1	W 93 1/3' of 7 & W 93 1/3' of S 1/2 of 8	110 8 th Street NW	1,210.00
<u>Southside 1st</u>				
6696	37	15 & 16	608 10 th Avenue SW	1,705.00
			TOTAL	40,267.75

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 21, 2014 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Publish: October 03, 2014 Diane I Leingang
 October 10, 2014



CONSENT #3

Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 20, 2014
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch
SUBJECT: Assessment of delinquent accounts for 2014.

PURPOSE

Consider the assessment of delinquent accounts for 2014.

BACKGROUND

According to Mandan Municipal Code 9-04-03, all water, sewage, garbage collection and disposal, and street lighting charges or fees for any services supplied, provided or furnished by the city shall constitute liens upon the respective lots, tracts, parcels of land and premises receiving such service. All such charges or fees which have been properly billed to the owner or occupant of the premises served and which are more than thirty days past due on September 30th of each year shall be certified by the city auditor to the county auditor between the first and tenth day of October of each year. The city auditor in so certifying such charges and fees shall specify the amount thereof, the description of the premises served and the name of the owner thereof. The amount so certified shall be extended by the county auditor upon the tax rolls against such premises and collected by the county treasurer and paid to the city treasurer in the same manner and time as other county and municipal taxes are assessed, certified, collected and returned.

According to Mandan Municipal Code 6-01-04, in the event the annual or false alarms fees provided for by this act are not paid when due, such fees may be recovered by the city in an action at law against the owner of the alarm site; or such fees may be assessed against the premises served by the alarm site and collected and returned in the same manner as other county and municipal taxes and assessments are assessed, certified, collected and returned.

Written notifications for these assessments were sent to the affected property owners.

ATTACHMENTS

- Delinquent Utility Billing Accounts for 2014.
- Delinquent Alarm Accounts for 2014.

FISCAL IMPACT

Delinquent Utility Billing Accounts for 2014 = \$19,289.08 (1 year assessment)
Delinquent Alarm Accounts for 2014 = \$346.50 (1 year assessment)

STAFF IMPACT

No additional staff impact.

LEGAL REVIEW

The assessment was prepared in accordance with the Mandan Municipal Code and North Dakota Century Code.

RECOMMENDATION

To approve the assessment of delinquent accounts for 2014.

SUGGESTED MOTION

Move to approve the assessment of delinquent accounts for 2014.

DELINQUENT UTILITY BILLING ACCOUNTS FOR 2014

The following is a list of the delinquent Utility Billing accounts for 2014. These amounts consist of water, sewage, garbage collection and disposal, wastewater surcharges and street lighting services furnished to the water customers. It is recommended that these accounts be assessed to the particular properties according to Mandan Municipal Code 9-04-03.

Seq #	Account	Customer	Address	Assessment
4338	01-0410101-4	Scott & Natasha Towne	104 5th Street NE	\$ 260.34
4269	01-0140000-6	Lamp Real Est Invest LLP	509 2nd Avenue NE	\$ 731.03
4271	01-1060000-4	Marjorie Haugen	505 2nd Avenue NE	\$ 222.64
10897	01-1680000-4	Ol-Town Real Estate Invest	308 5th Street NE	\$ 347.64
10898	01-1680401-9	James Siegrist & Tricia Lippert	310 5th Street NE	\$ 46.68
3127	02-0070100-6	Don McGuire	507 1st Street NE	\$ 226.08
4193	02-0370001-9	Lamp Real Est Invest LLP	410 4th Avenue NE	\$ 342.86
4295	02-0420001-8	Mark Handtmann	509 4th Avenue NE	\$ 102.41
3500	02-0960000-9	TDC Rentals LLC	211 6th Avenue SE	\$ 361.97
1294	03-0210001-1	Brent Schlafmann	1004 1/2 1st Street NE	\$ 92.35
1363	03-1090001-4	Cathy Jensen	1208 2nd Street NE	\$ 288.07
1371	03-1340000-4	John Olheiser	1310 2nd Street NE	\$ 126.01
3608	04-0540001-4	Mary Long	110 2nd Street NW	\$ 135.69
3606	04-0560000-7	Cecil & Ashley Roth	206 2nd Street NW	\$ 170.82
3626	04-1200001-0	Michael Cordova	304 2nd Avenue NW	\$ 185.60
3398	04-1940102-7	Lamp Real Est Invest LLP	208 1/2 3rd Avenue NW	\$ 104.39
2133	05-2360001-5	Doug & Carol Dworshak	312 12th Street NW	\$ 319.98
2659AA	05-2870700-1	TDC Rentals LLC	1417 Collins Avenue	\$ 83.49
3572	06-0510000-7	Adam & Ellen Ames	412 3rd Street NW	\$ 147.73
3753	06-0520002-5	Terry Rooker	410 3rd Street NW	\$ 228.62
3270	06-0690001-2	Premier Properties	110 4th Avenue NW	\$ 301.20
3744	06-0930001-7	Tim & Jane Gross	410 5th Avenue NW	\$ 120.97
4464	07-0550001-7	Robert Fairaizl	710 5th Avenue NW	\$ 91.41
4720	07-1270600-1	Joe Leingang	1014 6th Avenue NW	\$ 259.08
2166	08-0290101-3	R & Erling Martell	505 12th Street NW	\$ 329.84
5773B	08-0600100-7	June Barnhardt	1105 6th Avenue NW	\$ 133.20
5891	08-1050000-6	George & Melissa Schneider	1303 Sunset Drive NW	\$ 700.58
5854	08-1550000-1	Nick & Courtney Nadeau	905 15th Street NW	\$ 147.73
3986	09-0510000-4	Betty Meuchel	204 10th Avenue NW	\$ 115.39
4036	09-0550001-3	Wendy Himmelspach	1011 1st Street NW	\$ 215.77
4053	09-0880000-1	Carol Kambeitz	109 11th Avenue NW	\$ 204.73
960	10-4250000-2	Sam Towner	501 3rd Avenue SE	\$ 83.49
7891	10-4540002-8	Lloyd & Mary Deringer	1008 1st Street SE	\$ 263.34
216	10-5030001-0	Circle 5 Enterprises LLC	901 Old Red Trail NE	\$ 124.52
120	11-1580001-9	John & Heather Pfau	1202 6th Street NW	\$ 122.21
5036	12-0160001-7	Richard Haider	1500 7th Avenue SE	\$ 117.37
5033	12-0270000-8	Diana Gonzalez	1413 8th Avenue SE	\$ 413.16
5137	12-0604902-8	Thomas Thompson	1001 11th Street SE	\$ 333.78
5148	12-0606801-7	Tammy Oster	1405 9th Avenue SE	\$ 117.37
5164	12-0608501-7	Raeann Boehm	1308 8th Avenue SE	\$ 164.63
834	12-2440001-0	Deutsche Bank National Trust	1805 12th Avenue SE	\$ 189.32
8370	12-3210002-5	James Becker	2021 11th Avenue SE	\$ 93.59
10873	12-5590001-5	Jared Dralle	702 Lincoln Court SE	\$ 122.21
2538	13-0490000-7	Douglas & Mary Emter	512 17th Street NW	\$ 147.73
7522	13-4370001-5	Sara Durbin	2600 10th Avenue NW	\$ 213.57
7989	13-5430001-7	Kelly & Tristen Wyckoff	1200 27th Street NW	\$ 538.20
8172	15-1800000-0	Darrell Radomski	904 Lohstreter Road NW	\$ 154.59
285	16-0680000-0	Sheldon & Rosie Johnson	3904 35th Avenue NW	\$ 300.75
328	16-1110000-6	Chris Bauman	3701 42nd Street NW	\$ 275.34
334	16-1170001-7	Adam Leroy	4101 36th Avenue NW	\$ 228.12
368	16-1510000-0	Adam Mork	3807 42nd Street NW	\$ 160.93
9950A	17-0001950-3	Todd & Katrena Boehm	3708 Lewis Road NW	\$ 136.73
7847	17-0220002-4	Christopher Jacobs	4618 Cortez Circle NW	\$ 235.06
7895	17-0410001-0	Donald & Sandra Asheim	4206 LaSalle Drive NW	\$ 284.49
7901	17-0470002-1	Carisa Bauer	4306 LaSalle Drive NW	\$ 243.58
212	17-0510900-5	Sherise Gatzke	4304 41st Avenue NW	\$ 140.58

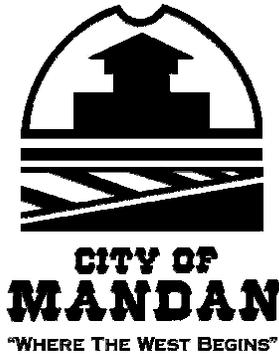
DELINQUENT UTILITY BILLING ACCOUNTS FOR 2014

Seq #	Account	Customer	Address	Assessment
10508	17-0902300-0	BVI LLC	4520 Impala Court NW	\$ 140.69
5661	17-1190001-4	Amy Haugen	5917 Horseshoe Bend	\$ 287.87
5663	17-1210001-1	Justin & Jaymie Kapple	6005 Horseshoe Bend	\$ 155.78
5696	17-2370000-0	Richard & Eileen Olson	4816 W Roughrider Circle	\$ 157.58
5641	17-3220001-0	Chad & Suzanne Gartner	4802 E Roughrider Circle	\$ 201.36
6630	17-4300900-2	Mitzel Builders	3630 48th Street NW	\$ 122.21
10564	17-4370000-6	Kelly Baker	4900 37th Avenue NW	\$ 372.09
8526	18-0570000-0	Bruce Weber	2221 3rd Street SE	\$ 131.56
8698	18-0640500-4	L. & E Develpoment	2801 Memorial Highway Se	\$ 155.38
3033	18-1550001-7	Doran Stoltz	2726 Memorial Highway SE	\$ 231.00
7924	18-1550101-0	Doran Stoltz	2722 Memorial Highway SE	\$ 129.03
8729	18-2540001-7	Richard Garman	3000 Northshore Loop SE	\$ 201.55
10647	18-5090003-2	Apple Creek LLP	2204 Marina Road SE	\$ 304.84
10229	20-2420001-5	Alan & Sandy Negron	3808 Bay Shore Bend SE	\$ 212.41
9613B	21-0080301-3	Dale Hepper	4612 29th Street SE #3	\$ 107.69
9648	21-0360001-1	Zane & Jolynn Rising Sun	3111 Bay Shore Bend SE	\$ 547.39
6409 04	22-4320000-9	Star Builders Inc.	2907-2909 39th Avenue SE	\$ 198.22
6178	30-0400002-9	Gary & June Marchus	1010 4th Street SW	\$ 62.80
6350	30-0860001-8	Ronald Neibauer	507 9th Avenue SW	\$ 213.11
6354	30-0540001-5	Kenneth Schaff	508 10th Avenue SW	\$ 151.25
6676	30-0840000-9	Daniel West	603 8th Avenue SW	\$ 206.67
4864	30-1590000-4	Zander Revocable Trust	202 7th Avenue SW	\$ 211.15
4855	30-1690100-8	Jack Kautzman ET AL.	804 3rd Street SW	\$ 188.93
4843	30-1790000-6	TDC Rentals LLC	200 8th Avenue SW	\$ 374.04
14	31-2360000-7	Joe & Wanda Keller	903 6th Street NW	\$ 332.78
3891	31-2620000-8	Mason & T Storick	506 7th Avenue Nw	\$ 212.16
3336	31-3320001-1	Michelle Skjod	208 8th Avenue NW	\$ 210.28
2098	35-1370000-5	James Paul	312 Division Street NW	\$ 220.00
7689	35-1420002-3	Tammy Jorgensen	302 Division Street NW	\$ 151.53
7670	35-1560001-3	Paul & Kristy Catalano	105 11th Street NW	\$ 180.62
1048	39-1470200-2	Trenton & Becci Cunningham	1308 2nd Street NW	\$ 212.51
1102	39-1560001-7	Lorna Strand	1400 1st Street NW	\$ 187.13
1107	39-1620002-9	Paul & Angie Hewitt	110 14th Avenue NW	\$ 168.55
			TOTAL	\$ 19,289.08

DELINQUENT ALARM ACCOUNTS FOR 2014

The following is a list of the delinquent Alarm Fees for 2014. These amounts consist of annual fire and burglar alarm fees provided to City of Mandan residents. It is recommended that these accounts be assessed to the particular properties according to Mandan Municipal Code 6-01-04.

Seq #	Customer	Address	Assessment
9252	Chris Walker	4715 Harbor Trail SE	\$ 66.00
10414	Eric Myers	3012 Belgian Bend SE	\$ 16.50
9673	Jay Simmons	4917 Harbor Trail SE	\$ 33.00
7522	Sara Durbin	2600 10th Avenue NW	\$ 66.00
6027	Michael Hoffert	609 14th Street NW	\$ 49.50
9572	Mike Shane	2700 10th Avenue SE	\$ 16.50
5552	Shaundra Ziemann	1408 19th Street SE	\$ 33.00
670	Joseph & Mary Jackson	301 14th Street NE	\$ 66.00
		TOTAL	\$ 346.50



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 13, 2014
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Dennis A. Bullinger
PRESENTER: Chief Dennis A. Bullinger
SUBJECT: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation, Traffic Safety Office.

STATEMENT/PURPOSE: The Mandan Police Department is requesting Board approval with accepting a traffic safety grant/contract from the North Dakota Department of Transportation Traffic Safety Office. The grant/contract provides reimbursement for overtime and mileage when working, Occupant Protection Enforcement, Impaired Driving Enforcement blitz, and Underage Drinking.

BACKGROUND/ALTERNATIVES: In agreement with the North Dakota Department of Transportation Traffic Safety Office, the Mandan Police Department would receive reimbursement of cost in conducting extra patrols during state wide campaigns efforts with reducing the number of motor vehicle crash fatalities and enforcement efforts addressing underage drinking. The grant/contract identifies reimbursement funding of \$9,800, for overtime and mileage. The grant/contract period is October 1, 2014 through September 1, 2015.

ATTACHMENTS: Copy of contract.

FISCAL IMPACT: \$9,800 reimbursable funding to the city for cost with salaries and mileage. The cost of these additional enforcement efforts are part of the approved 2014 budget and requested in the 2015 budget.

STAFF IMPACT: Off -duty officers will be working overtime hours on a voluntary basis.

LEGAL REVIEW: N/A

Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 2 of 11

RECOMMENDATION: Approve the acceptance of the Traffic Safety Grant/Contract #12121715 for \$9,800.

SUGGESTED MOTION: Move to approve the acceptance of Traffic Safety Contract #12141647 from the North Dakota Department of Transportation, for the time period of October 1, 2014 to September 7, 2015.



September 30, 2014

North Dakota Department of Transportation Safety Division

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

Mandan Police Department
Attention: Sgt. Brent Wilmeth
205 First Avenue, Northwest
Mandan, ND 58554

TRAFFIC SAFETY CONTRACT NO. 12141647; THREE PROJECTS

The contract that has been awarded to the Mandan Police Department is enclosed. Please read the **entire contract and other enclosures**, as key information is provided and/or requested. Not fulfilling these requirements may delay processing or lead to a cancellation of the contract.

1. The contract **must** be signed by a person with **contracting authority** (mayor).
2. A witness **must** sign to the **left** of the contractor's signature.
3. **Return the ENTIRE ORIGINAL CONTRACT, INCLUDING ALL APPENDICES.**
4. A **complete** and **executable** copy of the contract will be emailed to you.
5. You must review the requirements listed on the enclosed **Risk Management Appendix**.
6. A copy of your current **Certificate of Liability Insurance** information may be required.
 - If your agency is insured through the **North Dakota Insurance Reserve Fund** (state agencies) or is a political subdivision (county/city agencies), do not submit insurance information now; however, you may be asked for confirmation of coverage at a later date.
 - If your agency is not insured through North Dakota Insurance Reserve Fund, your **insurance certificates must name the state as an additional insured and a waiver of subrogation must be provided.**
7. As a contractor, your agency is a sub-recipient of federal funds and therefore subject to the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). **Please complete or have the appropriate person complete the Sub-Recipient Information (SFN 60019) on-line at www.dot.nd.gov/forms/sfn60019.pdf and forward the completed form to me.**

Key Notes:

- Periodic desk and onsite monitoring by program managers are required.
- Progress reports, if necessary, are required to be submitted prior to reimbursement.
- Per OMB Circular A-133, Subpart B, §_200; Non-federal entities that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year.

We look forward to the many safety benefits your program will provide to the state of North Dakota. If you have any questions, feel free to contact me by email at lharsche@nd.gov or by phone at 328-2402.

Handwritten signature of Lory Harsche in blue ink.

LORY HARSCHKE – CONTRACT MANAGER

12/lah

Enclosure

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700
Information: (701) 328-2500 • FAX: (701) 328-0310 • TTY: 1-800-366-6888 • www.dot.nd.gov

Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 4 of 11

NDDOT Contract No. 12141647
Project No. PHSPOP1505-05-12,
PHSPID1510-02-11, & PHSPID1510-02-59

**North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT**

Federal Award Information – to be provided by NDDOT

CFDA No.: 20.601	CFDA Title: Alcohol Highway Safety
Award Name: Alcohol Enforcement	Awarding Fed. Agency: National Highway Traffic Safety Administration
NDDOT Program Mgr.: Sandy Wilson	Telephone: 701-328-2899

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

Federal Award Information – to be provided by NDDOT

CFDA No.: 20.616	CFDA Title: National Priority Safety Programs
Award Name: Click It Or Ticket & Alcohol Enforcement	Awarding Fed. Agency: National Highway Traffic Safety Administration
NDDOT Program Mgr.: Sandy Wilson	Telephone: 701-328-2899

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

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Mandan Police Department, hereinafter referred to as the Contractor, whose address is 205 First Avenue, Northwest, Mandan, North Dakota 58554.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.



Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 5 of 11

II.

The term of this contract shall begin October 1, 2014, and shall end September 30, 2015.

III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$9,800. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 49 CFR Part 18.22. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 49 CFR 18.32)

V.

Appendix A of the Title VI Assurances, attached, is hereby incorporated into and made a part of this agreement.

VI.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

VII

The Contractor shall ensure that no qualified handicapped individual, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VIII.

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.



Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 6 of 11

IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 49 CFR Part 18.42. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 18.42. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR Part 18.20.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Traffic Safety Office's (TSO) program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

XI.

Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.



Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 7 of 11

- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

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

XIV.

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

XV.

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

XVI.

The Contractor is advised that his or her signature on this contract certifies that the company or any



Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 8 of 11

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

XVII.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

XVIII.

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX.

The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

XX.

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

XXI.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

XXII.

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.



Board of City Commissioners

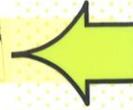
Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 9 of 11

MUST BE SIGNED BY CITY MAYOR



**SIGN
&
DATE**

EXECUTED the date last b

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

TITLE

DATE

WITNESS:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Karin Mongeon

SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

Karin Mongeon

SIGNATURE

9-25-14

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-14



Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation.

Page 10 of 11

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

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

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

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

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



OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. PHSPOP1405-05-14

DIRECT COSTS			
	Overtime wages		\$ 4,100
	Mileage		\$ 450
	PROJECT TOTAL		<u>\$ 4,550</u>
Participation			
	Federal	100%	\$ 4,550
	State	-	
	Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

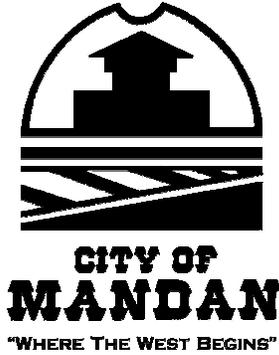
PROJECT NO. PHSPID1410-03-14

DIRECT COSTS			
	Overtime wages		\$ 6,000
	Mileage		\$ 500
	PROJECT TOTAL		<u>\$ 6,500</u>
Participation			
	Federal	100%	\$ 6,500
	State	-	
	Local	-	

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT BUDGET

PROJECT NO. PHSPID1410-03-69

DIRECT COSTS			
	Overtime wages		\$ 1,000
	Mileage		\$ 0
	PROJECT TOTAL		<u>\$ 1,000</u>
Participation			
	Federal	100%	\$ 1,000
	State	-	
	Local	-	



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 16, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider approval of change order for Street Improvement District No. 176, Project 2012-20 (Lakewood 6th & 7th Additions).

STATEMENT/PURPOSE: Consider approval of change order for Street Improvement District No. 176, Project 2012-20 (Lakewood 6th & 7th Additions)

BACKGROUND/ALTERNATIVES: City staff met with representatives of KLJ on site to discuss the need for these change orders. These change orders will result in the project being properly finished in the boulevard areas and an outfall area into a dead loop of the Heart River. If not done, these areas would be susceptible to erosion and dirt and soil tracking on city streets.

ATTACHMENTS:

1. Change order
2. District map

FISCAL IMPACT: This Project is being paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$1,240,657.70 plus the engineering and administrative cost of \$434,580.20 totaling \$1,675,237.90. The Special assessments per unit cost will be approximately \$19,479.00. This district has two larger parcels which will be receiving more unit costs for their parcel due to the benefit being greater for them than for the single family lots. The change order costs fall within the 10% contingency of this project therefore no additional costs will be added to the estimated assessments.

STAFF IMPACT: Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider approval of change order for Street Improvement District 176, Project 2012-20 (Lakewood 6th & 7th Additions).

Page 2 of 5

LEGAL REVIEW: These documents have been forwarded to the City Attorney for his review.

RECOMMENDATION: Our office recommends approving the change order.

SUGGESTED MOTION: I move to approve the change order for Street Improvement District 176 Project 2012-20 in the amount of \$42,147.80.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider approval of change order for Street Improvement District 176, Project 2012-20 (Lakewood 6th & 7th Additions).

Page 3 of 5

CHANGE ORDER NO. 6

Date of Issuance: 9/22/2014
 Effective Date: 9/22/2014

PROJECT TITLE <i>McKenzie Drive SE, 34th Ave SE & Genoa Court SE- Street & Storm Sewer Improvements District No. 176 Project 2012-20</i>
OWNER <i>City of Mandan</i>
CONTRACTOR <i>Northern Improvement, Co</i>
ORIGINAL CONTRACT DATE <i>6/4/2013</i>

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS						
Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
	1	Topsailing-Imported	CY	596	\$27.00	\$16,092.00
	2	Seeding Class III and Mulch	SY	5368	\$1.85	\$9,930.80
	3	Site work on City right-of-way	LS	1	\$16,125.00	\$16,125.00
		TOTAL COST FOR THESE CONTRACT ADDITIONS				\$42,147.80

2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT
Change Order adds topsailing, seeding, and mulching to be done between the TBC and 0.5' into the future sidewalk to the Contract. Additional fill required by townhomes cannot be placed using method considered in bid. Additional site work is required to make the R/W maintainable and remove debris left by other contractors. Engineer shall determine what temperature/weather to install seeding/mulching

3. CHANGE TO CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT:	\$1,240,657.70
NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	\$269,433.40
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	\$1,510,091.10
INCREASE FROM THIS CHANGE ORDER:	\$42,147.80
NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	\$1,552,238.90

4. CHANGE TO CONTRACT TIMES	
Original Contract Times:	<input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days
Substantial Completion (Days or Date):	9/15/2012
Ready For Final Payment (Days or Date):	9/30/2013
Contract Times from previously Approved Change Orders	
Substantial Completion (Days or Date):	7/15/2014
Ready For Final Payment (Days or Date):	9/1/2014
Contract Times will be Increased because of this Change Order	
	115 Calendar Days
	67 Calendar Days
Contract Times including this Change Order	
Substantial Completion (Days or Date):	11/7/2014
Ready For Final Payment (Days or Date):	11/7/2014

Board of City Commissioners

Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider approval of change order for Street Improvement District 176, Project 2012-20 (Lakewood 6th & 7th Additions).

Page 4 of 5

5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times

ACCEPTED:

By: _____
OWNER (Authorized Signature)
Name: _____
Title: _____
Date: _____

ACCEPTED:

By: Bruce Thompson
CONTRACTOR (Authorized Signature)
Name: BRUCE THOMPSON
Title: VICE PRESIDENT
Date: 9-23-14

RECOMMENDED:

By: Andrew Werder
ENGINEER (Authorized Signature)
Name: Andrew Werder
Title: Project Manager
Date: 9/24/14

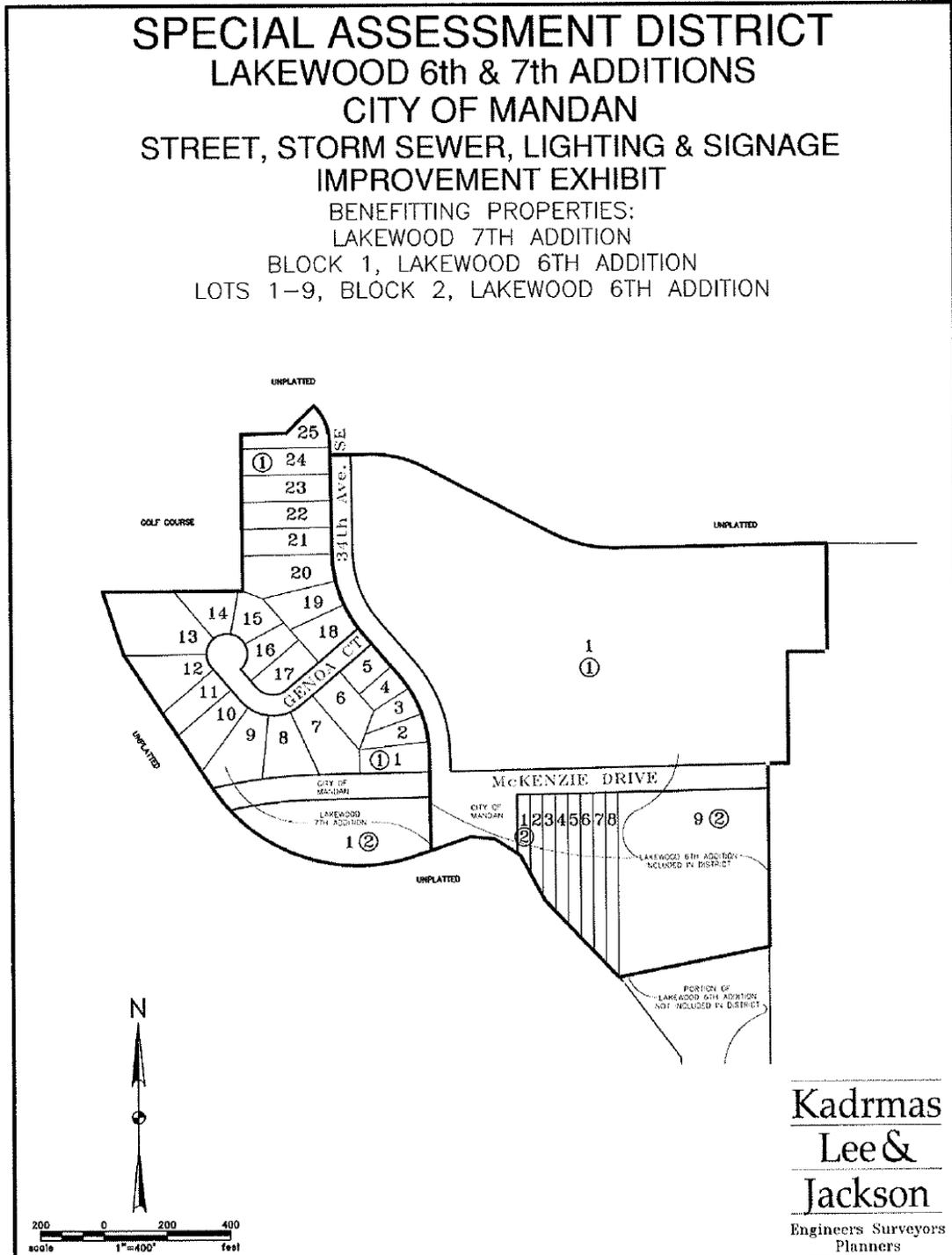
Board of City Commissioners

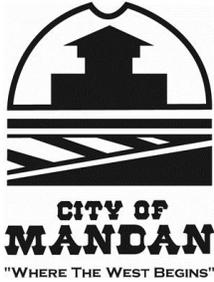
Agenda Documentation

Meeting Date: October 21, 2014

Subject: Consider approval of change order for Street Improvement District 176, Project 2012-20 (Lakewood 6th & 7th Additions).

Page 5 of 5





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

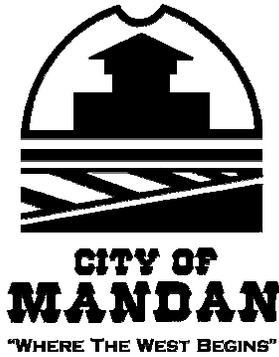
Whereas, the Mandan Progress Organization is holding Santa's Arrival on November 29 and a Shop Mandan promotion featuring discounts by local businesses;

NOW, THEREFORE, I, Mayor Arlyn Van Beek, Mayor of Mandan, North Dakota, do hereby proclaim, November 29, 2014, 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



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 17, 2014
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Easements for Main Street ADA Construction

STATEMENT/PURPOSE: To consider Memorandum Agreement, Entry and Construction Agreement, Notification and Appraisal Waiver and Temporary Easement for City of Mandan properties on Main Street in order to facilitate the construction of ADA ramps.

BACKGROUND/ALTERNATIVES: Main Street reconstruction took place roughly 20 years ago. The North Dakota Department of Transportation is planning upgrades to many, if not all the intersections sidewalks in order to bring them into compliance. The Memorandum Agreement, Entry and Construction Agreement, Notification and Appraisal Waiver and Temporary Easement are necessary to facilitate the construction. ND DOT representatives are also obtaining similar documents from private property owners.

ATTACHMENTS: Standard ND DOT agreements for Project 9-999(304), PCN 20268 are available upon request

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend approval of said documents.

SUGGESTED MOTION: I move to approve the Memorandum Agreement, Entry and Construction Agreement, Notification and Appraisal Waiver and Temporary Easement.



"WHERE THE WEST BEGINS"

MEETING DATE:

PREPARATION DATE:

SUBMITTING DEPARTMENT:

DEPARTMENT DIRECTOR:

PRESENTER:

SUBJECT:

New Business No. 1

Board of City Commissioners

Agenda Documentation

October 21, 2014

October 13, 2014

Police Department

Dennis Bullinger, Police Chief

Peter Czapiewski, Police Officer

Sparb Collins, Executive Director ND PERS

Law Enforcement Retirement Plan

STATEMENT/PURPOSE: Adopt the North Dakota Law Enforcement PERS retirement system for the sworn officers at the Police Department in an effort to attract, hire and retain qualified police officers.

BACKGROUND/ALTERNATIVES: Currently, there are nine open sworn officer positions in the Mandan Police Department. In order to aid in the recruitment and retention of officers for the Police Department, the sworn officers are requesting a switch to the ND Law Enforcement PERS defined benefit plan.

Currently, the Mandan Police Department is the only agency in the area that does not have a defined benefit retirement plan. The city of Bismarck has its own defined benefit plan. The Morton County Sheriffs Department has the North Dakota Law Enforcement PERS plan. The Burleigh County Sheriff's Department and the Lincoln Police Department are under the ND PERS plan.

ATTACHMENTS: ND Law Enforcement PERS handbook. Signed request for the retirement switch by the officers with the Mandan Police Department.

FISCAL IMPACT: City of Mandan would contribute an additional 1.07 percent towards a sworn officers retirement from what it contributes now, which is 8 percent. That means if there was full participation by sworn officers in the department, it would equal \$23.043. The minimum employer contributions required for Law Enforcement PERS is 7.93 percent toward the retirement and an additional 1.14 percent towards health contribution. Employees would be required to pay 5.5 percent.

STAFF IMPACT:

LEGAL REVIEW: None

RECOMMENDATION: Recommend that the city switch to the North Dakota Law Enforcement PERS system for the sworn officers of the Mandan Police Department. For those sworn officers currently employed with the Mandan Police Department, who decline to enroll in the North Dakota Law Enforcement PERS, they receive the 2 percent employer and 2 percent employee contribution rate increase approved by the city commission for 2015.

SUGGESTED MOTION:

I make a motion to change retirement plans for the sworn officers at the Mandan Police Department from the current retirement plan to the ND Law Enforcement PERS retirement plan effective January 1, 2015. For those sworn officers currently employed by the Mandan Police Department, they receive the 2 percent employer contribution increase and the 2 percent employee contribution increase effective January 1, 2015.

Mandan Police Department Retirement Proposal

We, the undersigned, wish to provide support in having the ability to enroll in the State of North Dakota Law Enforcement PERS retirement plan. This plan will undoubtedly help retain the well trained officers of this department and give an incentive to stay and grow in a law enforcement career with the City of Mandan. We, the undersigned, believe that the lack of a comparable retirement system to compete with the evolving and progressive surrounding police and sheriff agencies is substantial reason for the lack of retention in our department. Our department has been plagued with losing quality officers to the surrounding agencies for many years. In addition, the ability for older officers to retire is of great benefit to the City of Mandan. The city will be able to maintain long term dedicated employees that call this city home; they will also be able to retire at 55 years old or even earlier if they meet the rule of 85, which will no doubt lessen the liability to the city by not having an older employee on the street performing stressful shift work. This plan will not only provide for a long and productive career in the City of Mandan, but will provide the city with a much more professional, experienced, and positive atmosphere, to serve our community with.

*Understand that signing this proposal is for the purpose of supporting the NDPERS Police retirement program for the Mandan Police Department Officers, and does not require or imply that each officer would be forced to enroll in the program if they are not benefitted by the introduction to the program at this point in their careers.

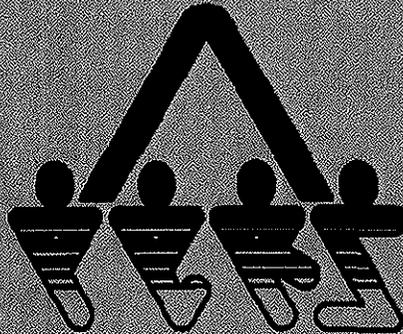
<u>Date</u>	<u>Name</u>	<u>Rank</u>
04/15/14	David Raugust	Patrolman
04-15-2014	Christopher Roach	Patrolman
4-15-2014	JARED LEMIEUX	Patrolman
4/15/2014	Nick Pymon	Patrolman
4-15-2014	Gasim Neuberger	Patrolman
4-15-14	Peter Capricisti	Patrolman
4/16/14	Patricia [unclear]	SRO
4-16-14	DAVE MILLS	Admin Sgt.

4-16-14	Piley W. Gostekow	Patrolman
4-16-14	Scott Warzecha	Patrolman
4-16-14	HONI JOSE	Detec Ave
4-16-14	PATRICK B. HALG	SERGEANT
4-16-14	[unclear]	Sergeant
04-16-14	[unclear]	Lieutenant
04-16-14	[unclear]	Lieutenant
04-16-14	[unclear]	Lieutenant

4-10-14	Captain Moos	Patrolman
4/11/14	Kirstine G. Mealey	Patrol Officer
4/11/14	M. [unclear]	PATROLMAN
4-18-14	[unclear]	Patrolman
4-18-14	Brice Klein	Patrolman
4/18/14	[unclear]	Patrolman
4/18/14	[unclear]	Patrolman
4-18-14	Jan B.	Lieutenant

4/18/2014	[unclear]	LIEUTENANT
4/28/2014	[unclear]	Sgt.
4/30/2014	[unclear]	DETECTIVE
5/14/2014	[unclear]	Sgt

Law Enforcement Retirement System **GROUP RETIREMENT PLAN**



**NORTH DAKOTA
PUBLIC EMPLOYEES RETIREMENT SYSTEM**

EFFECTIVE JULY 1, 2013 TO JULY 31, 2015

Table of Contents

INTRODUCTION.....	4
CONFIDENTIALITY LAW.....	5
YOUR RETIREMENT PLAN.....	9
ELIGIBILITY.....	9
DEFINITIONS.....	9
CONTRIBUTIONS.....	10
Portability Enhancement Provision (PEP).....	12
SERVICE CREDIT.....	13
PURCHASE OF SERVICE CREDIT.....	13
ADDITIONAL SERVICE CREDIT.....	13
LEAVE OF ABSENCE.....	13
LEGISLATIVE SERVICE.....	13
MILITARY SERVICE.....	14
USERRA.....	14
PREVIOUS PUBLIC EMPLOYMENT.....	15
UNUSED SICK LEAVE CONVERSION (PURCHASE).....	15
HOW TO APPLY FOR PURCHASE.....	16
COST OF PURCHASE.....	16
COST OF NDPERS REFUNDED SERVICE.....	16
COST OF CONVERTING (PURCHASING) UNUSED SICK LEAVE.....	16
Payment Provisions for Purchase.....	17
PRE-TAX PAYMENTS.....	17
AFTER-TAX PAYMENTS.....	17
PAYMENT PROVISIONS FOR CONVERSION (PURCHASE) OF UNUSED SICK LEAVE.....	18
PAYMENT BY DIRECT ROLLOVER OR TRANSFER OF ELIGIBLE FUNDS.....	18
FEDERAL LIMITATIONS.....	19
VESTING.....	20
DUAL MEMBERSHIP.....	20
BENEFITS AVAILABLE AT TERMINATION.....	21

MEMBER ACCOUNT BALANCE OPTIONS.....	21
ADMINISTRATIVE REQUIREMENTS FOR REFUNDS/ROLLOVERS.....	23
DISABILITY RETIREMENT BENEFITS	24
DISABILITY BENEFIT ELIGIBILITY	24
DISABILITY BENEFIT PAYMENTS.....	24
DISABILITY APPLICATION PROCEDURE	25
RECERTIFICATION OF DISABILITY ELIGIBILITY	25
DISABILITY PAYMENT OPTIONS.....	25
REVIEW PROCEDURE	26
PRE-RETIREMENT DEATH BENEFITS	26
BENEFITS AT RETIREMENT	27
EARLY RETIREMENT	29
NORMAL RETIREMENT	29
RULE OF 85	29
TAXATION OF BENEFITS	29
PAYMENT OF BENEFITS.....	30
RETIREMENT PAYMENT OPTIONS.....	30
ADMINISTRATIVE REQUIREMENTS FOR MONTHLY BENEFITS.....	33
CHANGING RETIREMENT BENEFIT OPTION AFTER RETIREMENT	33
BENEFITS & RETURN TO WORK	34
Overpayment of Benefits	36
RETIREE HEALTH INSURANCE CREDIT PROGRAM.....	37
COMBINING RETIREE HEALTH INSURANCE CREDITS	37
REDUCTION FACTORS	37
RETIREE HEALTH INSURANCE CREDIT OPTIONS.....	38
DEATH BENEFITS.....	39
NOT VESTED	39
VESTED AND MARRIED.....	39
VESTED AND SINGLE	40
BENEFICIARY REQUIREMENTS	40
BENEFIT COUNSELING	41
PRE-RETIREMENT SEMINARS.....	41

QUALIFIED DOMESTIC RELATIONS ORDERS	41
DURABLE POWER OF ATTORNEY	42
INDEX OF FORMS YOU MAY REQUEST FROM YOUR PERSONNEL/PAYROLL OFFICER OR OBTAIN ON-LINE	43
REFUND/ROLLOVER CHECKLIST	44
DEFERRED RETIREMENT CHECKLIST	45
RETIREMENT CHECKLIST	46

INTRODUCTION

The Law Enforcement retirement plan became effective August 1, 2003 following the passage of SB 2033. The plan was designed to provide retirement benefits in recognition of your service as a public employee.



Your retirement program provides you with benefits at retirement or upon disability or death. Because these benefits represent an important source of security to you and your family, please read this publication carefully to ensure you understand your rights and responsibilities in becoming eligible for benefits.

This publication is intended to provide general information and may not be considered to be a legal interpretation of retirement law. Statements contained in this handbook do not supersede the North Dakota Century Code or

Administrative Code or restrict the authority granted to the Retirement Board.

Material in this publication is current as of the 2013 session of the North Dakota legislature. This information is subject both to changes made by the legislature and rules and regulations established by the Board of the North Dakota Public Employees Retirement System (NDPERS).

The benefits described in this publication pertain to NDPERS Law Enforcement Defined Benefit plan only. Retirement Plan eligibility requirements and benefits for the NDPERS Defined Benefit plan-Main system, the National Guard, Security Police and Firefighters, the justices of the Supreme Court or judges of the District Courts, the Highway Patrol, and the NDPERS Defined Contribution plan are addressed in separate publications.

In compliance with the Americans with Disabilities Act, this document can be provided in alternate formats. To request an alternative format, please call the NDPERS ADA coordinator at (701)328-3918 or call toll-free at 1-800-803-7377 if you are outside the Bismarck local calling area.

All questions, comments and correspondence can be directed to the following address:

North Dakota Public Employees Retirement System

400 East Broadway Ave, Suite 505

P.O. Box 1657

Bismarck, North Dakota 58502-1657

(701) 328-3900—Telephone

(701) 328-3920 — Fax Number

1-800-803-7377 — Toll-Free Outside the Bismarck Calling Area

CONFIDENTIALITY LAW

All records of a member or beneficiary are confidential and not public records. Information and records may be disclosed under limited circumstances:

- A person to whom a member/beneficiary has given written consent.
- A person legally representing the member/beneficiary upon proper proof of representation, unless member/beneficiary withholds consent.
- A person authorized by court order.
- A member's spouse or former spouse, that individual's legal representative, and the judge presiding over the member's dissolution of marriage proceedings for the purpose of drafting a **Qualified Domestic Relations Order**.
- A member's participating employer's authorized agent, under limited circumstances.
- A member's designated beneficiaries after the member's death. Information relating to beneficiaries may be disclosed to other beneficiaries of the same member.
- The general public, but only after the board has been unable to locate the member for a period in excess of two years, and limited to the member's name and the fact that NDPERS has been unable to locate the member.
- Any person whom the NDPERS board determines disclosure is necessary for treatment, operational, or payment purposes, including the completion of necessary documents.

A penalty for disclosure of confidential information is a Class C felony which includes a five-(5) year prison term and a \$5,000 fine (N.D.C.C. 12.1-13-01).



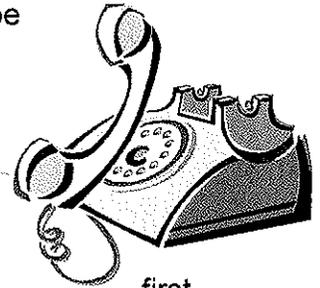
WHEN CALLING THE NDPERS OFFICE

While NDPERS staff makes every effort to take your calls and answer your questions immediately, it is not always possible to do so. In an effort to serve you more efficiently, we have a voice mail system. If it is necessary for you to leave a voice mail message, please provide the following information: your name, NDPERS Member ID and your last four digits of your social security number, telephone number, and a brief explanation about your call. If NDPERS staff has this information at the outset, we are able to address your concerns more quickly and efficiently the first time!

We also have a Member Service Unit who can assist you with general questions about NDPERS programs, including updates on program changes. The representatives will also take requests for forms, brochures, and benefit books. If you require additional services outside the scope of Member Services, the representative will be happy to transfer you to the staff member best qualified to assist you.

Our busiest times are the day after a holiday and the first week of every month. Calls are placed in queue and answered in the order they are received. If you place a call to us during these high volume periods, please be patient. Your call is important to us.

Remember all your benefit information is confidential. For your protection, staff cannot release benefit information to any party without obtaining your written authorization or your Durable Power of Attorney, or upon being served with a subpoena. Although you may request information over the phone, only you may do so and only after you have provided the correct response to at least three of five criteria established by the NDPERS Board.

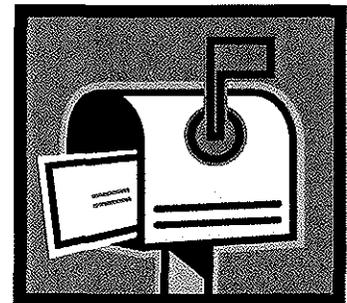


WHEN VISITING THE NDPERS OFFICE

Please make an appointment before stopping by the NDPERS office. Although staff will accommodate walk-ins when possible, an appointment will ensure that someone is available to assist you at the time you arrive. An appointment also allows staff to prepare appropriate benefit information for your individual needs.

WHEN WRITING TO THE NDPERS OFFICE

Always include your name, NDPERS Member ID number, and the last four digits of your Social Security Number on your correspondence.



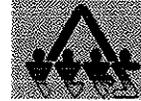
NDPERS WEBSITE

The address for the NDPERS Website is www.nd.gov/ndpers

NDPERS E-MAIL ADDRESS

The NDPERS address is ndpers-info@nd.gov

NDPERS PERSLINK MEMBER SELF SERVICES



**NDPERS
PERSLink
Member Self Service**

You have the ability to access your individual account by logging into your NDPERS PERSLink Member Self Service.

GOVERNING AUTHORITY

The North Dakota Public Employees Retirement Board is the governing authority of the:

- Public Employees Retirement System (N.D.C.C. Chapter 54-52)
- Highway Patrol Retirement System (N.D.C.C. Chapter 39-03.1)
- Defined Contribution Plan (N.D.C.C. Chapter 54-52.6)
- Deferred Compensation Program (N.D.C.C. Chapter 54-52.2)
- Retiree Health Insurance Credit Program (N.D.C.C. Chapter 54-52.1-03.2)
- Uniform Group Insurance Program (N.D.C.C. Chapter 54-52.1)
- Flex-Comp Program (N.D.C.C. Chapter 54-52.3)
- Dental Plan (N.D.C.C. Chapter 54-52.1-04.7)
- Vision Plan (N.D.C.C. Chapter 54-52.1-04.7)
- Long-Term Care Plan (N.D.C.C. Chapter 54-52.1-04.8)
- Employee Assistance Program (N.D.C.C. Chapter 54-52.1-04.9)

The Board generally meets monthly and is composed of seven voting members who serve staggered terms.

A North Dakota citizen who is neither a state nor a school district employee is appointed by the Governor to serve as Chairman of the Board. A member of the Attorney General's legal staff and the State Health Officer are also appointed to serve on the Board. Retired NDPERS members elect one member and the remaining three Board members are elected from active employees currently contributing to NDPERS.



YOUR RETIREMENT PLAN

Employees of political subdivisions may participate in NDPERS if their governing boards elect to participate.

ELIGIBILITY

If you are a Correctional or Peace officer of a participating political subdivision or the Bureau of Criminal Investigations division of the Attorney Generals office, you are eligible to participate in the NDPERS Law Enforcement Defined Benefit Plan.

DEFINITIONS

“Peace Officer” means a public servant authorized by law or government agency or branch to enforce the law and to conduct or engage in investigations of violations of the law.

“Correctional officer” means a person who has completed a correctional officer course approved/certified by the North Dakota Department of Corrections and Rehabilitation and is employed by a correctional facility as defined in the North Dakota Century Code Section 12-44.1.

1. Upon a group’s initial enrollment in the Law Enforcement Plan, correctional officers not certified will remain in the Defined Benefit plan or current employer sponsored plan until such a time that they become certified. Once certified, the correctional officer will be given 180 days to either elect to join or waive participation in the Law Enforcement plan. If no election is made, the correctional officer will remain a member of the Defined Benefit or employer sponsored retirement plan.
2. All correctional officers hired after the date a group adopts the Law Enforcement retirement, upon completion of the certification, must be enrolled in the Law Enforcement plan.

If “Certificates of Training Achievement” are issued after completion of training, retirement contributions should be paid retroactive to the date indicated on the certificate.

Mandatory Participation Requirements

If you work a minimum of 32 hours per week for twenty (20) or more weeks of the year, are at least eighteen years of age, filling a permanent position that is regularly funded

and not of limited duration, you must participate in the Law Enforcement defined benefit plan.

You should be enrolled the first month of eligible employment, even when hired subject to a probationary period. There is no maximum age limit for enrollment purposes.

Participation Requirements for Other (Non-State) Elected Officials

Elected officials of participating counties, at their individual option, may enroll or waive participation in the defined benefit plan within the first six (6) months of their term. All other elected officials, who meet the above mandatory participation requirements, must be enrolled in the defined benefit plan within the first six (6) months of their term.

CONTRIBUTIONS

NDPERS is funded by contributions from members, employers, and earnings from investments. The contribution rates for employees and employers are established in the North Dakota Century Code and are as follows:



Permanent/Full-Time Employees (Includes Mandatory Participants, Appointed Officials, and Elected Officials)

Current NDPERS Employer Groups:

Employee Retirement Contribution	5.50%
Employer Retirement Contribution	9.81%
Employer Health Insurance Credit Contribution	1.14%

New NDPERS Employer Groups:

Employee Retirement Contribution	5.50%
Employer Retirement Contribution	7.93%
Employer Health Insurance Credit Contribution	1.14%

BCI Law Enforcement Groups:

Employee Retirement Contribution	6.00%
Employee Retirement Contribution	10.31%
Employer Health Insurance Credit Contribution	1.14%

Contributions are calculated as a percentage of your gross pay. It is possible for an employer to pay all or part of the employee contribution for permanent employees. The employer must treat all employees covered under NDPERS equally. Please refer to the glossary for a complete definition of **“Wages and Salaries”**.

Employee contributions are automatically credited to individual member's accounts. Employer contributions are paid into the retirement fund and retiree health insurance credit fund. It is possible for you to vest in the employer contribution (PEP) for cash distribution purposes. However, this vesting is not automatic and requires you to participate in a deferred compensation program approved by the retirement board.

Portability Enhancement Provision (PEP)



The Public Employees Retirement System is a "defined benefit" plan, which allows members to compute their future retirement benefits from a mathematical formula as set forth in N.D.C.C. 54-52-17(4). Under this program, the employer contribution is paid to you in the form of monthly benefit payments and is not available for lump sum distribution purposes. However, effective January 1, 2000, a new feature was added which is designed to add portability to your plan. The Portability Enhancement Provision or "PEP" allows you to "vest" in the employer contribution for cash distribution purposes. This means that if you decide to leave employment, and do not elect to draw a pension from the system, you have the opportunity to take both the employee contribution and the corresponding PEP contribution out of the NDPERS system.

As an active member of the NDPERS program, you are able to vest in the employer contribution by participating in an approved Deferred Compensation Program.

The vesting schedule for "PEP" contributions is based upon your existing service credit in the retirement program and the amount you defer into an approved Deferred Compensation Program. See the following schedule for details:

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

If you participate in an approved Deferred Compensation Program through your employer, your member account balance will be automatically credited with the amount of employer contribution you have vested in each month. All contributions for each month are posted to the system the month following the month you earned them and are based upon information submitted to NDPERS by your payroll office. Interest on your member account balance is updated at the end of each month.

You are not required to participate in an approved deferred compensation program to vest in the defined benefit retirement program. However, if you do not participate, you will not be eligible for the PEP portion of your employers' contribution for lump sum distribution purposes. **For detailed information, read the "Portability Enhancement Provision" brochure.**

SERVICE CREDIT

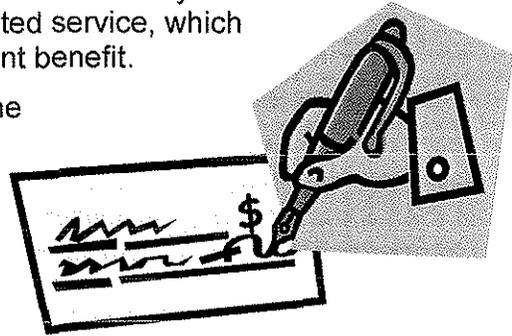
Service credit is an important aspect of your records because each additional month of credit can increase your monthly retirement benefits. Presently, you receive one month of service credit for each month that contributions are received by NDPERS on your behalf.

PURCHASE OF SERVICE CREDIT

Eligible service credit may be purchased in specific cases. When you purchase service, you add to your total years of credited service, which increases the amount of your future monthly retirement benefit.

You may not claim service credit under NDPERS if the same years claimed can also qualify for retirement benefits from another retirement system.

You may elect to purchase all eligible months of service, or a portion thereof.



ADDITIONAL SERVICE CREDIT

If you are a vested, active employee of a participating employer, you may purchase up to 60 months of additional service credit for the purpose of increasing your retirement and retiree health insurance benefits.

LEAVE OF ABSENCE

If you are an active employee of a participating employer and are granted an employer approved leave of absence from your position, you will remain a member of NDPERS on inactive status. You will not receive service credit for any unpaid leave of absence because no contributions will be made during that time. However, you may purchase service credit for a leave of absence upon returning to work.

LEGISLATIVE SERVICE

If you are an active employee of a participating employer and you served as a member of the Legislative Assembly while a member of NDPERS, you may be eligible to purchase legislative service credit. Service credit must be purchased within one year after the adjournment of the legislative session.

MILITARY SERVICE

If you are an active employee of a participating employer and served time in the military, you may be eligible to purchase up to 48 months of active duty service credit for retirement purposes.

USERRA

Special provisions under the Uniformed Services Employment and Re-employment Rights Act (USERRA) may apply if your covered employment under NDPERS was interrupted because you were drafted or you enlisted for active service in the Armed Forces of the United States.

Upon return from active duty, you may be entitled to have your credit while on active duty recognized by NDPERS for vesting in retirement benefits and benefit eligibility purposes (i.e. meeting the Rule of 85). You may apply to NDPERS by submitting a written request for the above along with a photocopy of your DD214 form.

In addition, you have the option to purchase the service credit not accrued during the leave for the purpose of determining benefit calculation. Retirement credit may be granted for this purpose upon proper documentation and receipt of past contributions.

If application is made to your employer, then your employer is required to pay the employer portion of the retirement contributions in a lump sum on your behalf. Your employer is also required to pay any portion of the employee contribution in the same manner that it would have been paid had you not been activated. If your employer does not pay any or all of the employee contribution on behalf of its employees, then you are required to pay the employee contribution in order to receive the service credit.

The salary used in determining the cost to receive the credit must be based on the salary that would have accrued had you not been called into active duty rather than the salary you are earning at the time of inquiry. If the salary cannot be determined, then your average rate of compensation during the 12-month period immediately preceding your call to active duty should be used. The following applies to the payment of purchased credit:

The timeframe that you have to pay any required employee contributions to the plan is 3 times the period of active duty or 5 years, whichever is less. If you do not apply and/or purchase during this timeframe, then USERRA no longer applies. You would have to pay an actuarial cost to receive the service credit.

If you choose to make installment payments to the plan to purchase the service, the plan cannot charge interest on the unpaid balance.

If you choose to purchase the service and begin payment, NDPERS will send a bill to your present employer for the required employer contributions. These contributions must be paid by the employer in a lump sum. As part of this billing, if any of the employee contributions are employer paid, they will be included.

Upon receipt of the "**Purchase Agreement for USERRA Covered Military Active Duty SFN 17758**", NDPERS will compute the cost to receive the credit and will send written notification to you and/or your employer.

PREVIOUS PUBLIC EMPLOYMENT

If you have previous public employment as a permanent employee for which you are not receiving retirement credit, you may purchase this past service. The following are eligible types of previous public service that may be eligible:

- Service credit in NDPERS defined benefit system that was forfeited by taking a refund/rollover.
- Employment by a political subdivision participating in NDPERS which your employer did not purchase upon joining NDPERS.
- Employment with a public employer either within or outside the state of North Dakota.
- Employment with the Federal government.

UNUSED SICK LEAVE CONVERSION (PURCHASE)

At termination of eligible employment, you may convert all or part of your sick leave (as certified by your employer) into service credit. One month of service credit will be awarded for each 173.3 hours of unused accumulated sick leave. Hours of sick leave equal to a fraction of a month are deemed to be a full month.

Special provisions apply for members transferring from one participating employer to another without terminating eligible employment. NDPERS will record unused sick leave of a participating member if the new employer certifies that it will not transfer that leave. The certification must include documentation from the previous employer detailing the number of hours of sick leave. See the "**Notice of Transfer**". NDPERS must receive the certification within sixty days after the member leaves employment with the former employer.

Conversion of sick leave is optional and does not affect any employer lump sum sick leave payment policies.

HOW TO APPLY FOR PURCHASE

Complete and submit a “**NDPERS Request for Purchase Information SFN 53718**” to the NDPERS office. You will be contacted if additional information or service documentation will be required. A written response containing the cost of purchase will be sent to you within 60 days of NDPERS receiving the request form. Any cost estimate provided expires 90 days from the date the response is generated.

COST OF PURCHASE

The cost to obtain all additional service credit, with the exception of unused sick leave conversion, will be determined through an actuarial cost calculation. The components used to determine the cost calculation are: 1) your date of birth, 2) your current final average salary, 3) the age when you are first eligible for unreduced retirement benefits, 4) number of months being purchased, 5) the plan’s current benefit multiplier, and 6) current retiree health insurance credit.

COST OF NDPERS REFUNDED SERVICE

You must pay an amount equal to the greater of the actuarial cost, or the amount you received as a refund, plus interest at the actuarial rate of return from the time you were issued the refund.

COST OF CONVERTING (PURCHASING) UNUSED SICK LEAVE

At termination, you may purchase all or part of your sick leave for retirement service credit. One month of service credit may be purchased for each 173.3 hours of unused sick leave.

The cost to purchase sick leave is determined by taking the Employee & Employer Retirement & Health Insurance Credit Contribution Rates (See Page 8) of your Final Average Salary times the number of months being converted. The final payment amount will be calculated by NDPERS after your termination. Payment can be made either on an after-tax basis through personal check or pre-tax basis through direct rollover/transfer. To elect to convert your sick leave, the “**Conversion of Unused Sick Leave Application – Defined Benefit SFN 58358**” must be completed. Please review the terms on the conversion application carefully. The sick leave payment must be paid by the 15th of the month following the month of termination.

Payment Provisions for Purchase

PRE-TAX PAYMENTS

State of North Dakota employees have the option of making monthly payroll deductions towards the purchase contract on a pre-tax basis. Employees of participating Political Subdivisions have this option if their employer has elected to sign an Employer Agreement making this available to their employees. If available, an **“Irrevocable Salary Reduction Agreement for Purchase of Service Credit SFN 54004”** must be completed by you and NDPERS prior to deductions being made on a pre-tax basis.

The IRS requires strict compliance in order to allow the Plan to accept purchase payments through pre-tax payroll deductions. The deduction must be made on a monthly basis for a specific dollar amount and for a specific time period (the length of the purchase contract). The amount of the deduction cannot be increased, decreased, or suspended at any time unless due to the employee’s termination, retirement, disability or death. Also, supplemental payments cannot be made towards the purchase contract and you will be required to make a lump sum payment for the retiree health insurance credit portion of the purchase prior to entering into the irrevocable salary reduction agreement.

By electing this option, an additional 8% simple interest will accrue annually on the unpaid balance. This interest will be taken into consideration when your “Irrevocable Salary Reduction Agreement” is prepared by NDPERS.

All payments must be received by NDPERS prior to the 15th of the month to ensure your account has been credited for that month.

AFTER-TAX PAYMENTS

Unless you are eligible for a direct rollover/transfer contribution or have completed an **“Irrevocable Salary Reduction Agreement”**, purchase payments must be paid as an after-tax employee contribution. Payments can be made in a lump sum or on an installment basis. Payments may be made on a monthly, quarterly, semi-annual, or annual basis. However, the minimum monthly payment cannot be less than \$50, must be large enough to pay the current interest plus a portion of principal, and be an amount necessary to complete the contract while employed within a 15 year time period. If you choose, you can make a down payment and make payments on the remaining balance. If the installment method is selected, an additional 8% simple interest will accrue annually on the unpaid balance. There is no penalty assessed if you choose to pay off your purchase contract early.

Some employers have the capability to set up an automatic after-tax payroll deduction. Please check with your payroll office to make these arrangements.

All payments must be received by NDPERS prior to the 15th of the month to ensure your account has been credited for that month. Payments 30 days late are considered delinquent and may result in the closing of your account.

PAYMENT PROVISIONS FOR CONVERSION (PURCHASE) OF UNUSED SICK LEAVE

Payment for the conversion of unused sick leave will be calculated by NDPERS upon receiving proper verification from your payroll office after date of termination/retirement. Payment must be made by the 15th of the month following the month of termination and before you receive a retirement annuity. Payments can be made to NDPERS as an after-tax payment through a personal check or as a pre-tax payment through a direct rollover or trustee-to-trustee transfer of an eligible fund towards the retirement portion of the sick leave conversion.

PAYMENT BY DIRECT ROLLOVER OR TRANSFER OF ELIGIBLE FUNDS

Under limited circumstances, you may apply to roll over an account from another eligible plan for the purpose of purchasing service credit. Pursuant to IRS requirements, your funds must be certified by the financial institution as **pre-tax dollars** and must come from a 401(a), 401(k), 403(b), 457, traditional IRA, Federal Employee Retirement System Thrift Savings Plan, or 401(c) Keogh plan whose deposits came only from a qualified 401(a) or (k).



The amount rolled over to NDPERS may not exceed the cost to purchase the retirement benefit portion of the purchase and must be made in a lump sum. You must also make a personal payment in a lump sum for the retiree health credit portion of the purchase.

As a general rule, the Plan/Provider Company may take up to 30 days to process your request for a trustee-to-trustee transfer of funds. It is your responsibility to ensure the transfer of funds is accomplished within the 90 day cost quote time limit. **Therefore, you should follow-up with your plan/company as soon as possible and no later than 60 days from the date you receive the cost quote letter.** Please contact your Plan/Provider representative regarding possible exit fees and/or penalties and to determine the amount of funds available for rollover.

FEDERAL LIMITATIONS

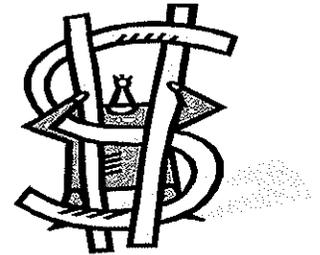
Your payments for purchase or sick leave conversion may be subject to limitations established under Internal Revenue Code Section 415. This may limit the amount of service you are allowed to purchase or convert from sick leave. NDPERS will notify you if it has determined that federal limits apply to your purchase payment(s).

VESTING

To be vested in a defined benefit program means that you have become legally entitled to a monthly benefit from NDPERS when you reach retirement age and terminate employment.

Under NDPERS, you become vested upon:

- 36 months (3 years) of eligible service credit as a Peace or Correctional Officer



See "Portability Enhancement Provision (PEP)" section for additional information on vesting for cash distribution purposes.

DUAL MEMBERSHIP

Service credit you may have earned in six other North Dakota state sponsored retirement plans can be combined with your NDPERS credit for purposes of achieving the "Rule of 85". These retirement plans are:

1. Defined Benefit Plan – Main System (NDPERS)
2. Highway Patrol Retirement System (NDHPRS)
3. Judicial Retirement System (NDPERS)
4. National Guard, Security Police and Firefighters (NDPERS)
5. Teachers Fund for Retirement (NDTFFR)
6. Teachers Insurance and Annuity Association — College Retirement Equities Fund (TIAA-CREF) (coverage through the North Dakota University System only)



Eligibility for retirement benefits will be based on the length of service in all plans in which you have an account. However, at retirement, dual members with NDPERS, NDTFFR, or NDHPRS will be given the option of receiving their retirement benefits from the retirement systems under one (1) of the following calculations:

1. Each retirement system will use its final average salary (FAS) formula and all the service credit earned in its system; or
2. The retirement systems will combine salaries to create the FAS. However, the service credit recognized cannot exceed one (1) year in any fiscal year. If overlapped service credit occurs, only one (1) of the retirement systems will recognize the credit.

If a dual member elects to receive retirement benefits from one plan while still contributing to another retirement system (if eligible), the FAS, service credit, and member's age used to calculate the benefit may not be adjusted after the benefit effective date.

BENEFITS AVAILABLE AT TERMINATION

To be eligible for the following benefits, you must terminate employment or terminate membership. "Termination of employment" means a severance of employment by not being on the payroll of a covered employer for a minimum of one month. Approved leave of absence does not constitute termination of employment. "Termination of participation" means termination of eligibility to participate in the retirement plan.

MEMBER ACCOUNT BALANCE OPTIONS

Your member account balance consists of the monthly employee contributions, the vested portion of your employer contributions, and interest. This interest is compounded monthly up to the time you receive a refund/rollover of your account or begin receiving a monthly benefit. The interest paid on your account is based on a rate established by the Board and is currently 7.5% annually and builds on a tax deferred basis. If you take a refund or rollover, your retirement funds will not be available until you have been off covered payroll for approximately 60-90 days, subject to **tax notification** requirements.

Option 1

You can choose to have your Member Account Balance paid directly to you. If you choose this option, only 80 percent of the taxable amount of your Member Account Balance is payable to you because NDPERS is required to withhold 20 percent of the payment for federal tax purposes. In addition, if you are under age 59 1/2, you may be subject to an additional 10 percent penalty for early withdrawal. If you elect this option, you will need to complete the "Refund/Rollover Forms".



Option 2

Note: Be sure to check to see if the employer plan or IRA will accept a rollover from a 401(a) plan.

You can choose to have all or a portion of your Member Account Balance directly rolled over into a traditional IRA or an eligible employer plan. Any taxable amount not rolled over will automatically be mailed to you and subject to the taxes indicated in "Option 1". The rolled over portion would not be taxed until such time when you take it out of the traditional IRA or eligible employer plan.

If you elect to have any non-taxable portion of your member account balance rolled over, it is a requirement that NDPERS receive a letter of acceptance from the traditional IRA or employer plan prior to the distribution being made. The letter of acceptance must indicate that the institution will accept the funds, including any after-tax contributions (non-taxable income), and will provide separate accounting for those amounts rolled over. If a letter of acceptance is not received within 6 (six) months of the rollover request, NDPERS will initiate a rollover on only the taxable portion to the institution. The remaining non-taxable income will be sent to you.

If no election is made regarding the amount to be rolled over, then NDPERS will automatically rollover the taxable portion only. Any remaining non-taxable income will be sent to you. If you elect this option, you will need to complete the "**Refund/Rollover Forms**".

Option 3

Whether vested or not, you can leave your Member Account Balance intact with NDPERS and take a refund or rollover at a later date. If you elect this option, you will need to complete the "**Deferred Retirement Forms**".

If you are not vested, your account balance is less than \$1000, and you do not indicate you wish to leave your account intact, you will be issued a refund automatically upon termination.

Option 4 [This option is only available for vested members]

You can elect a Deferred Vested Benefit. Under this option, you leave your account with NDPERS and elect to receive a monthly benefit at a later date. The earliest age a member can begin to receive a monthly benefit is age 55 or Rule of 85, whichever happens first.

Under the Deferred Vested Benefit Option, monthly benefits should begin no later than age 55 with three (3) years of eligible service or the Rule of 85, whichever happens first.

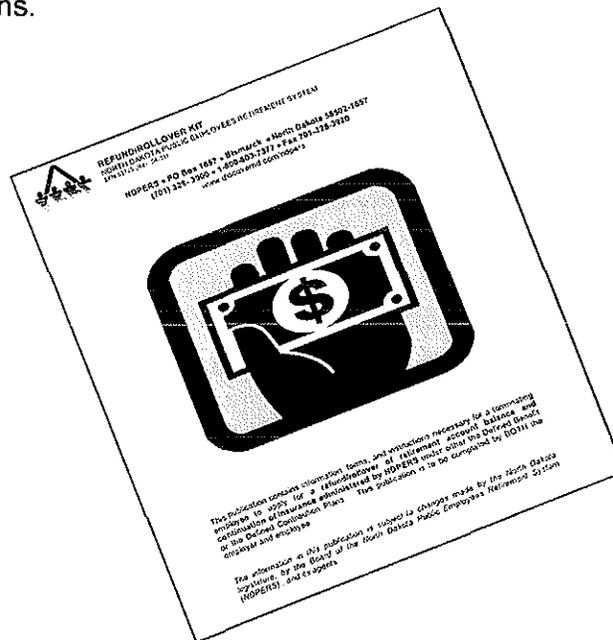
Interest continues to compound on your Member Account Balance until you begin receiving a monthly benefit. If you choose this option, you will need to complete the "**Deferred Retirement Forms**". Please refer to the "Benefits at Retirement" section for more information.

ADMINISTRATIVE REQUIREMENTS FOR REFUNDS/ROLLOVERS

Upon termination of employment, you and your employer must complete and file the “**Refund/Rollover Forms**” with NDPERS. Refunds and direct rollovers will not be issued until you have been off your employer’s payroll system for approximately 60 to 90 days, subject to tax notification requirements. By receiving a refund/rollover distribution of your member account balance, you forfeit all service credit to the date of the distribution as well as:

- Retirement Benefits
- Disability Benefits
- Non-Vested Employer Contributions
- Retiree Health Credit
- Health Insurance Coverage
- Dental Insurance Coverage
- Vision Insurance Coverage
- Long-Term Care Insurance Coverage

If you become re-employed with a participating employer before 31 days have passed, no refund or direct rollover will be issued and your retirement account will pick up where it left off with your previous employment. If you are transferring to another job where you will be covered by one of the other state sponsored retirement plans, see **dual membership** provisions.

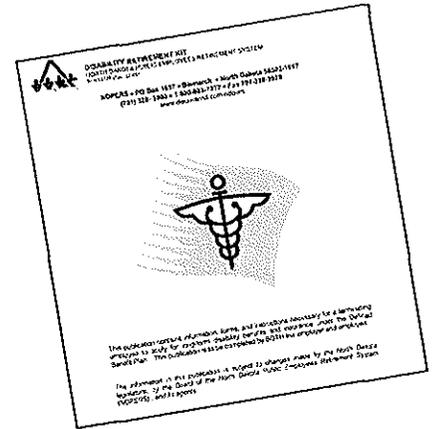


DISABILITY RETIREMENT BENEFITS

DISABILITY BENEFIT ELIGIBILITY

After you have accumulated 6 (six) months of service credit in NDPERS, you are covered under the Plan's Disability Retirement program. To be eligible for NDPERS disability retirement benefits the following must apply:

- Your disability must have occurred during a period of eligible employment.
- You must be unable to engage in any substantial gainful activity due to a medically determinable physical or mental impairment expected to result in death or which will or has lasted for a continuous period of not less than 12 (twelve) months.
- You must submit the "Disability Retirement Forms" to the NDPERS office within 12 (twelve) months of termination of employment due to disability.
- You must be determined to be disabled by the NDPERS' medical advisor who is responsible for making disability eligibility determinations for the Board. In lieu of a review by the NDPERS' medical advisor, a member who qualifies for Social Security Disability benefits and submits the "Disability Retirement Forms" with a copy of the Social Security Notice of Award, may be deemed eligible for NDPERS disability benefits without requiring a determination from the medical advisor. The Social Security Notice of Award must provide proof that the member's disability was determined during his/her period of eligible employment. Eligibility for disability benefits will be subject to ongoing recertification requirements as specified by the NDPERS' medical advisor.



DISABILITY BENEFIT PAYMENTS

If you are deemed eligible for NDPERS disability benefits, you will receive 25 percent of your final average salary each month for as long as you are disabled under the Single Life payment option. This payment will not be reduced by any other benefits you may be receiving as a result of your disability. Payment will be retroactive to the first of the month following your termination date or last pay date, whichever is later.

Example: For an employee with a final average monthly salary of \$3,000
25% of \$3,000 = \$750 Monthly Single Life Disability Payment

Your disability benefit is funded by your employer's contributions. Payment of a disability benefit does not reduce your member account balance until you are age 65.

DISABILITY APPLICATION PROCEDURE

You must submit the "Disability Retirement Forms" to the NDPERS office **within 12 (twelve) months of termination due to disability.**

When applying for disability, individuals who are at least 50 years old and have a minimum of thirty-six (36) months of service credit should also apply for early retirement benefits. This will allow NDPERS to begin paying you under Early Retirement provisions of the plan while your disability application is being processed.

Applications for disability or early retirement benefits may be submitted to the NDPERS office up to four (4) months prior to your termination of employment.

If the medical advisor determines you are permanently and totally disabled according to this program, NDPERS may pay you the greater of either the Early Retirement benefit or the Disability benefit. Your disability status may also impact your retiree health credit.

RECERTIFICATION OF DISABILITY ELIGIBILITY

A disabled annuitant's eligibility must be recertified within eighteen (18) months after the first check is issued and thereafter as specified by the medical consultant. NDPERS will send an "**Application for Recertification of Disability Retirement Benefits SFN 50149**" and a "**Statement of Annual Earnings for Disability Annuitants SFN 53157**" to the disabled annuitant to be completed and returned to NDPERS prior to the recertification date.

DISABILITY PAYMENT OPTIONS

Single Life

This amount is payable to you for as long as you are disabled. Under this option, there is no monthly income provision for your beneficiary. However, if you should die while receiving disability benefits, your beneficiary will get a lump sum payment of the amount in your member account balance, if any.

50% Joint and Survivor

This amount is payable to you for as long as you are disabled, but is actuarially reduced based upon your age and the age of your spouse. In the event of your death, your spouse will receive 50 percent of your monthly disability benefit amount for the rest of his/her life. In the event your spouse predeceases you, or in the event of a divorce, your benefit will be adjusted back to the Single Life disability option amount upon receipt of your spouse's Certificate of Death or a photocopy of the divorce decree.

100% Joint and Survivor

This amount is payable to you for as long as you are disabled, but is actuarially reduced based upon your age and the age of your spouse. In the event of your death, your

spouse will receive 100 percent (the same amount as you were receiving prior to death) of your monthly disability benefit amount for the rest of his/her life. In the event your spouse predeceases you, or in the event of a divorce, your benefit will be adjusted back to the Single Life disability option amount upon receipt of your spouse's Certificate of Death or a photocopy of the divorce decree.

Twenty (20) Year Term Certain

This amount is reduced based upon actuarial factors and is payable to you for as long as you are disabled. If you die within the first twenty years of your disability retirement, your beneficiary will continue to receive monthly payments of the same amount until the end of the twenty-year period. If you die after receiving benefits for twenty years, there will be no payments made to your beneficiary.

Ten (10) Year Term Certain

This amount is reduced based upon actuarial factors and is payable to you for as long as you are disabled. If you die within the first ten years of your disability retirement, your beneficiary will continue to receive monthly payments of the same amount until the end of the ten-year period. If you die after receiving benefits for ten years, there will be no payments made to your beneficiary.

REVIEW PROCEDURE

A member who receives notice that his or her application for disability benefits or recertification of benefits is denied may request a review of the decision. A written request for review must be received in the NDPERS office within 60 days of the member receiving a denial notice.

PRE-RETIREMENT DEATH BENEFITS

Death benefits for members who die prior to retiring are covered in the "Death Benefits" section. In the event a member who is applying for disability benefits passes away prior to receiving benefits, the provisions covered in the "Death Benefits" section will apply.

BENEFITS AT RETIREMENT



The Public Employees Retirement System is a “defined benefit” plan, which allows members to compute their future retirement benefits from a mathematical formula as set forth in N.D.C.C. 54-52-17(4).

Regardless of the earnings performance of the funds, you or your beneficiaries are guaranteed to receive no less than your member account balance. This amount is referred to as your minimum guarantee.

Your NDPERS defined benefit is based on the following calculation:

$$\begin{array}{c} \text{Final Average Salary} \\ \times \\ \text{Benefit Multiplier (2.00\%)} \\ \times \\ \text{Years of Service Credit} \\ = \\ \text{Monthly Single Life Retirement Benefit} \end{array}$$

Final Average Salary is the average of your highest salaries in 36 of the last 180 months worked.

Benefit Multiplier is the rate established by the legislature, at which you earn benefits. The current benefit multiplier is 2.00%.

Service Credit is the amount of public service you have accumulated under NDPERS for retirement purposes. Your credited service is reported to you each August in your Annual Statement of Account.

As previously stated, your NDPERS service provides you with 2.00 percent of your final average salary for each year of service you have credit for in NDPERS. To determine what percentage of your Final Average Salary you will receive as a retirement benefit at normal retirement age, you can use the table on the next page.

Years of Service	Percent of Final Average Salary
3	6%
4	8%
5	10%
6	12%
7	14%
8	16%
9	18%
10	20%
11	22%
12	24%
13	26%
14	28%
15	30%
16	32%
17	34%
18	36%
19	38%
20	40%
21	42%
22	44%
23	46%
24	48%
25	50%
26	52%
27	54%
28	56%
29	58%
30	60%

For each additional year of service in excess of 30, add 2.00 percent.

EARLY RETIREMENT

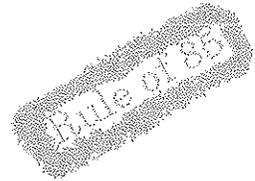
You are eligible to retire and draw benefits as early as age 50 under early retirement provisions. If you begin drawing retirement benefits before you are age 55 or meet the Rule of 85, your retirement benefit will be reduced by one-half of one percent (.005) for each month in which you are less than age 55 or would have met the Rule of 85, whichever occurs first. This amounts to a reduction of 6 percent per year from your single life retirement benefit.

NORMAL RETIREMENT

Pursuant to N.D.C.C. 54-52-17(3), normal retirement date is age 55 or when you reach the Rule of 85, whichever happens first, with three (3) years of eligible service. After you reach the normal retirement date, you can retire anytime with full benefits. Keep in mind, full benefits = Final Average Salary x 2.00% x Credited Service.

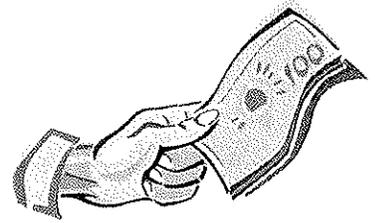
RULE OF 85

If your age plus your years of service credit added together equal 85 or more, you can retire prior to age 55 without receiving any reduction in your monthly benefit. There is no minimum age requirement. If you meet the Rule of 85 before age 55, you are eligible to retire and begin your monthly payments. You may count years of service while participating in six other North Dakota state sponsored retirement plans towards years of service necessary to meet the Rule of 85. See the **dual membership** section.



TAXATION OF BENEFITS

Annuity benefits are subject to federal and state income tax. Taxes will be withheld monthly pursuant to current tax withholding tables, unless you elect otherwise. The taxable portion of your benefit is calculated using the simplified general rule (IRS Publication 575 "Pension and Annuity Income").



PAYMENT OF BENEFITS

Eligibility for benefits will be effective on the first day of the month following your last date of service or last date of pay, whichever is later. The first benefit payment will be made on the first working day of the month following the eligibility date. However, if you deferred your benefits, your benefit effective date is the first day of the month following the month your application process has been completed. See the "**Administrative Requirements for Monthly Benefits**" section.

RETIREMENT PAYMENT OPTIONS

There are several different payment options to choose from when you elect to start receiving monthly benefits. Keep in mind, each of the payment options available will pay you, the member, for as long as you live. These payment options only differ in how they pay your beneficiary in the event of your death and in the actuarial reduction necessary to provide these benefits to your beneficiary.

All payment options, with the exception of the Partial Lump Sum Option, Graduated Benefit, and Deferred Normal Retirement Option, are available at both early and normal retirement ages. It is possible you may receive much more than your minimum guarantee in monthly retirement benefits depending on your life span and the retirement option you choose. Your member account balance is reduced by each monthly benefit payment you receive.

Single Life

This amount is payable to you for as long as you live. There is no monthly income provision for your beneficiary under this option. However, if you should die while receiving retirement benefits, your beneficiary will get a lump sum payment of the remaining amount in your member account, if any.

50% Joint and Survivor

This amount is payable to you for as long as you live but is actuarially reduced based upon your age and the age of your spouse. In the event of your death, your spouse will receive 50 percent of your monthly retirement benefit amount for the rest of his/her life. In the event your spouse predeceases you, or in the event of a divorce, your benefit will be adjusted back to the Single Life option amount upon receipt of your spouse's Certificate of Death or a photocopy of the divorce decree.

100% Joint and Survivor

This amount is payable to you for as long as you live but is actuarially reduced based upon your age and the age of your spouse. In the event of your death, your spouse will receive 100 percent (the same amount as you were receiving prior to death) of your monthly retirement benefit amount for the rest of his/her life. In the event your spouse predeceases you, or in the event of a divorce, your benefit will be adjusted back to the Single Life option amount upon receipt of your spouse's Certificate of Death or a photocopy of the divorce decree.

Twenty (20) Year Term Certain

This amount is reduced based upon actuarial factors and is payable to you for as long as you live. If you die within the first twenty (20) years of your retirement, your beneficiary will continue to receive monthly payments of the same amount until the end of the twenty (20) year period. If you die after receiving benefits for twenty (20) years, there will be no payments made to your beneficiary.

Ten (10) Year Term Certain

This amount is reduced based upon actuarial factors and is payable to you for as long as you live. If you die within the first ten (10) years of your retirement, your beneficiary will continue to receive monthly payments of the same amount until the end of the ten (10) year period. If you die after receiving benefits for ten (10) years, there would be no payments made to your beneficiary.

You also may elect as to receive **one** of the following retirement benefit modifications:

Partial Lump Sum Option (PLSO)

This option is only available to members who retire at or after their full retirement date. This option is not available to members who select the Social Security Level Income option, members receiving disability benefits, or to beneficiaries of deceased members. This option allows you to take a partial lump sum distribution equal to 12 monthly payment of the Single Life option and is payable at the same time as your first monthly retirement benefit. You will still be eligible to select a Joint and Survivor or Term Certain option as your ongoing retirement benefit. The ongoing retirement benefit will be actuarially reduced in exchange for the partial lump sum payment.

The lump sum payment will be eligible to rollover to a traditional IRA or another eligible employer plan. If not rolled over, the lump sum is taxed as ordinary income and subject to automatic 20 percent federal withholding. If you are under age 59½, you may be subject to a 10% penalty tax for early withdrawal.

Graduated Benefit Option:

This option allows members who are retiring March 1, 2011 or later to select the graduated benefit as either a one percent or two percent annual benefit increase. If they make this election, the member's monthly annuity would be actuarially reduced. Members would still be permitted to choose one of the optional forms of payment for their annuity benefit (e.g. the reduced annuity would be paid as a joint and survivor or term certain option). The amount of the reduction will depend on the retiree's age.

Deferred Normal Retirement Option (DNRO)

This option will only be available to members who retire after reaching normal retirement date. This option is an irrevocable election and made at initial application for retirement. The payment is in lieu of a lump sum equal to the amount of missed payments, without interest, retroactive to the member's normal retirement date. Members would still be permitted to choose one of the optional forms of payment for their annuity benefit (e.g. the reduced annuity would be paid as a joint and survivor or term certain option). The ongoing benefits will be actuarially increased to reflect the lump sum.

Below are the limitations of who can elect the option and exclusion for benefit modifications:

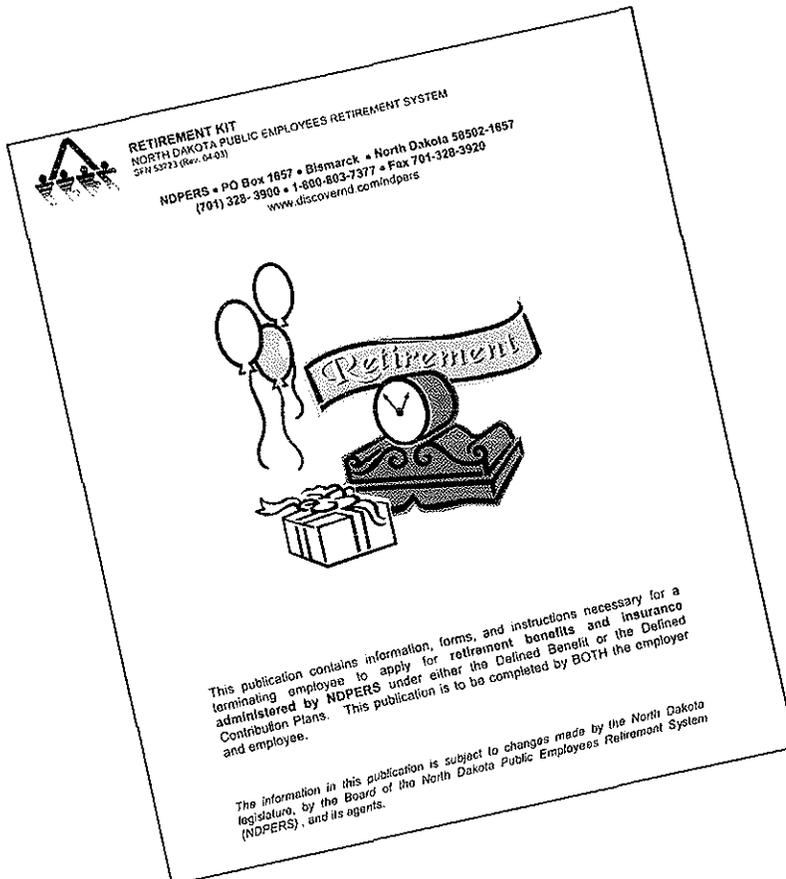
1. Limits the option to members retiring on or after their Normal Retirement Date as set by statute,
2. Excludes disability and early retirees, beneficiaries of deceased members,
3. Requires that the option be a one-time, irrevocable election that is made at the time of the member's retirement, and
4. Excludes the benefit in combination with a PLSO, Graduated, or DNRO benefit option.
5. Excludes the benefit in combination with a PLSO or Graduated benefit option.

ADMINISTRATIVE REQUIREMENTS FOR MONTHLY BENEFITS

You must complete a “**Retirement Kit**” and send it to NDPERS within 30-60 days prior to retirement. In accordance with laws governing processing retirement benefits, NDPERS must receive an “**Application for Retirement Benefits SFN 2562**” and appropriate legal documentation at least 31 days before retirement or before the distribution of the first retirement check. If documents are **filed** too late, the payment will be delayed.

CHANGING RETIREMENT BENEFIT OPTION AFTER RETIREMENT

Once you elect your benefit option and start drawing a pension, the election becomes irrevocable. The only exception is if you are drawing benefits under a Joint & Survivor benefit option and your spouse predeceases you or in the event of a divorce. Upon receipt of appropriate documentation of the death or divorce decree, NDPERS will change the Joint & Survivor benefit option to a Single Life option.



BENEFITS & RETURN TO WORK

To be eligible for benefits, you must terminate employment or terminate membership. "Termination of employment" means a severance of employment by not being on the payroll of a covered employer for a minimum of one month (31 days). This period is determined by counting 31 days from your final regular payroll payment to the date you begin actual employment (first day of work) with a new NDPERS participating employer.

Approved leave of absence does not constitute termination of employment.

"Termination of participation" means termination of eligibility to participate in the retirement plan.

Refunds/Rollovers

If you applied for a refund/rollover distribution of your member account balance and became re-employed with a participating employer before 31 days have passed, no refund/direct rollover will be issued and your retirement account will pick up where it left off with your previous employment.

If you are transferring to another job where you will be covered by one of the other state sponsored retirement plans, see **dual membership** provisions.

If you are transferring to another job, you are not eligible to apply for a refund/rollover distribution.

Retirement

- a) If you return to permanent non-law enforcement employment with a NDPERS participating employer, your hours of employment must be restricted if you wish to continue receiving your pension payment. Your employment must be limited to less than 20 hours per week if employed 20 weeks or more months per year. You may work more than 20 hours per week if employed less than 20 weeks per year.

If you are employed for 20 or more hours a week for 20 or more weeks per year, your retirement benefit will be suspended. You are not eligible to receive a

retirement benefit payment while permanently employed with a NDPERS participating employer (See "**Overpayment of Benefits**" section). Upon termination of employment, you may resume retirement benefits. Your previous retirement account will be combined with your current service.

- b) If you return to permanent Law Enforcement employment with a NDPERS participating employer, your hours of employment must be restricted if you wish to continue receiving your pension payment. Your employment must be limited to less than 32 hours per week if employed 20 weeks or more months per year. You may work more than 32 hours per week if employed less than 20 weeks per year.

If you are employed for 32 or more hours a week for 20 or more weeks per year, then your retirement benefit will be suspended. Upon termination of employment, you may resume retirement benefit. Your previous retirement account will be combined with your current service.

- c) If you are eligible for normal retirement (Rule of 85 or age 55) and accept a retirement benefit and become reemployed with a NDPERS participating employer other than the employer with which you were employed at the time you retired, you may, before reenrolling in the retirement plan, elect to permanently waive future participation in the Defined Benefit Retirement plan and the Retiree Health Insurance Credit program.

If you make this election you are not required to make any future employee contributions to NDPERS nor is your employer required to make any further contributions on your behalf.

Under N.D.C.C. 54-52-01(8), a "Governmental unit" means the state of North Dakota, except the highway patrol for members of the retirement plan created under chapter 39-03.1 or a participating political subdivision thereof. Therefore, North Dakota state agencies are considered one employer group and any member retiring with one state agency and becoming reemployed with another state agency would not be eligible for this return to work provision.

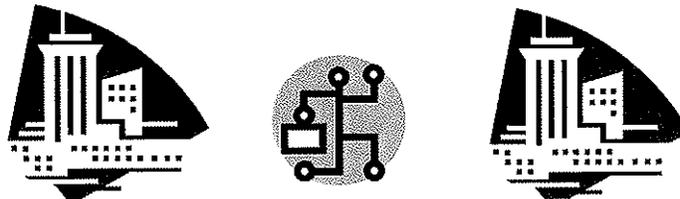
The following retired members may be eligible for this provision:

Past Employer	New Employer
State	Political Subdivision
Political Subdivision	State
Political Subdivision	Political Subdivision

Disability

If you return to work in a permanent full-time position and are eligible to participate in NDPERS, your disability benefits must be suspended. You are not eligible to receive a disability retirement benefit while permanently employed with a NDPERS participating employer. (See “**Overpayment of Benefits**” section). If you are not able to continue employment for a consecutive period of time resulting in nine (9) months of service credit as a result of the disability and continue to meet the eligibility requirements under the plan, you may resume disability.

If you return to substantial gainful activity in employment not covered under NDPERS, your disability benefit may continue for up to nine (9) consecutive months. If you are not able to continue employment for at least nine (9) months as a result of the disability and continue to meet the eligibility requirements under the plan, you may continue disability status.

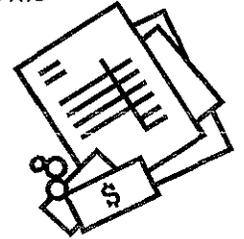


Overpayment of Benefits

The laws governing NDPERS state that a person who receives an overpayment is liable to refund those payments upon receiving an explanation and a written request for the amount to be returned. Pursuant to that section, a member may be charged six (6) percent interest on the unpaid balance until the balance is paid in full. NDPERS executive director must approve any proposal made.

RETIREE HEALTH INSURANCE CREDIT PROGRAM

Pursuant to N.D.C.C. 54-52.1-03.2, your employer contributes 1.14 percent of your gross monthly salary to the retiree health insurance credit program. The program offers you a credit, which reduces your health insurance premiums upon retirement. This credit can only be used if you choose to participate in the NDPERS Dakota Plan (the **NDPERS Group Health Insurance Plan**) and are drawing a monthly NDPERS retirement benefit. The **Dakota Plan** is available to you even if you did not participate in the Dakota Plan prior to your retirement.



You receive \$5.00 for every year of retirement service credit, subject to reduction for early retirement (see table below for age reduction factors). Your retiree health insurance credit will not be reduced if you are age 55, meet the Rule of 85, or are receiving NDPERS disability benefits.

For instance, if you are 55 years old at retirement and have 30 years of service, you will receive \$150 towards your NDPERS health insurance because you meet your Normal retirement date. However, if you are 50 and have 29 years of service, your retiree health insurance credit will be \$105.85 (29 x \$5.00, reduced by 73 percent age reduction).

Your retiree health insurance credit will be applied automatically when you retire and participate in the Dakota Plan. To apply for health insurance coverage when retiring, complete a "**Retirement Kit**".

COMBINING RETIREE HEALTH INSURANCE CREDITS

Effective August 1, 2007, spouses who each have retiree health insurance credit may apply to combine their credits and apply the combined credit to the required monthly premiums under the NDPERS Dakota Plan.

A "**Request to Combine Retiree Health Insurance Credits - SFN 58591**" must be completed and submitted to NDPERS prior to the 15th of the month to be effective for the following month.

REDUCTION FACTORS

Age at Retirement	Reduction Factor
54 to 55	3%
53 to 54	9%
52 to 53	15%
51 to 52	21%
50 to 51	27%

RETIREE HEALTH INSURANCE CREDIT OPTIONS

Under the **Standard Option**, upon your death, your retiree health insurance credit will be transferred to your surviving spouse if your surviving spouse receives a monthly payment from NDPERS and participates in the Dakota Plan. He or she can use the health insurance credit for as long as the benefit payments continue.

Under the **Alternate Health Credit Options**, if you are married and choose a Single Life, Ten or Twenty Year Term Certain retirement option, you have the opportunity to elect an alternate form of retiree health insurance credit. You may choose an actuarially reduced 50% or 100% Joint & Survivor retiree health credit option that applies only to the health credit portion of your retirement benefits.

The alternate option is actuarially reduced based upon your age and the age of your spouse. If you elect an alternate health credit option, upon your death, your surviving spouse will receive a health insurance credit amount if covered by the NDPERS health insurance plan, for the spouse's lifetime.

DEATH BENEFITS

The Public Employees Retirement System provides a death benefit for members who die before they terminate employment.

NOT VESTED

If you are not "vested" in the defined benefit plan at the time of your death, your member account balance will be paid in a single lump sum payment to the beneficiaries you have indicated. Your designated beneficiary can elect to have your member account balance paid directly to them or have the funds rolled over directly into an IRA or eligible employer plan.

VESTED AND MARRIED

If you are vested in the defined benefit plan, married and you have designated your surviving spouse as your primary beneficiary, your spouse will be able to choose from one of the following payment options:

- A single lump sum payment (refund/rollover) of your member account balance,
- Monthly payments of one-half of your Single Life Retirement Benefit for your spouse's lifetime, or
- Monthly payments in an amount equal to your accrued 100% Joint and Survivor retirement benefit (available only if you have reached your normal retirement date prior to your date of death).

If your surviving spouse elects to receive a monthly retirement benefit, he or she may make use of the retiree health insurance credit you earned as an active member. This credit is only available:

- if applied to NDPERS Dakota Plan health insurance premiums,
- to surviving spouses, and
- as long as the surviving spouse receives a monthly retirement benefit from NDPERS.

If your surviving spouse elects to receive a monthly retirement benefit, he or she may be eligible to participate in the NDPERS group vision, dental, and long-term care insurance plans.

VESTED AND SINGLE

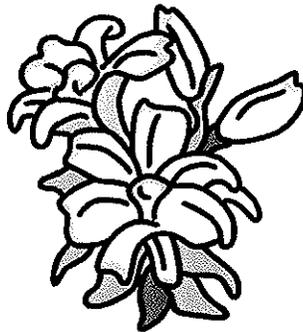
If you are vested at the time of your death but are single, or your spouse has consented in writing to waive any right to a death benefit, your member account balance will be refunded in a single lump sum payment to your beneficiary or beneficiaries on record. Your designated beneficiary can elect to have your member account balance paid directly to them or have the funds rolled over directly into an IRA or eligible employer plan.

If you die and have no beneficiary on record, your member account balance will be refunded to your estate.

BENEFICIARY REQUIREMENTS

If you are vested, married, and have listed someone other than or in addition to your spouse as your primary beneficiary, your spouse's written consent is required. Please be advised that if your primary beneficiary election is someone in addition to or in lieu of your spouse, there is no monthly pre-retirement death benefit provision.

Always keep your beneficiary designation current. To update or change your designation of beneficiary, you must complete a **“Designation of Beneficiary for the Group Retirement Plan SFN 2560”**.



BENEFIT COUNSELING

Individual benefit counseling is available at the NDPERS office. If you would like a counseling appointment, please make an appointment before coming to the NDPERS office.



PRE-RETIREMENT SEMINARS

This service is available through NDPERS for employees and their spouses. The program not only addresses crucial issues to be considered in planning but also provides an informational base from which to work. Topics include financial planning, NDPERS benefits, Social Security benefits, and Legal Aspects of Retiring. The seminars must be sponsored by an employer for a minimum of 20 participants, with a suggested maximum of 40 NDPERS members, plus spouses. Coordinating the program is the responsibility of the employers, although employers may co-sponsor a seminar. The cost of the program materials is split between the employer and NDPERS. Seminars are approximately eight hours in duration and can be scheduled Tuesday through Friday during normal business hours. Your payroll/personnel office has received more detailed information on this program.

QUALIFIED DOMESTIC RELATIONS ORDERS

If certain requirements are met, the NDPERS Board may approve the equitable distribution of a member's retirement benefits due to a divorce. If applicable, your attorney should contact the NDPERS office to obtain a copy of the latest requirements prior to beginning or constructing a domestic relations order (a **copy** can be obtained on the NDPERS website). After a domestic relations order is deemed to be qualified, retirement benefits must be paid in accordance with any Qualified Domestic Relations Order (QDRO) issued in compliance with North Dakota Century Code Chapter 54-52-17.6, and North Dakota Administrative Code Chapter 71-02-10.

Benefits are payable at the earlier of the member's date of termination or when the member reaches early retirement age. Although domestic relations orders may be entered and approved prior to a member's retirement or termination, no monies can be paid out until the member's account is in pay status or the member is eligible for early retirement.

If you contact NDPERS regarding information about your account in relation to a divorce, please alert NDPERS staff so your information request can be provided in the proper format.

DURABLE POWER OF ATTORNEY

Everyone, regardless of age, faces the possibility of being incapacitated. Planning for this possibility is very important to you and your family should you become unable to handle your own affairs.

A good step in planning is to have a current Durable Power of Attorney on file with NDPERS since the laws regarding Power of Attorney change from time to time. It should contain a durable clause that allows the attorney-in-fact to work on retirement system matters on the member's behalf in the event the member becomes incapacitated, disabled, or is unavailable.

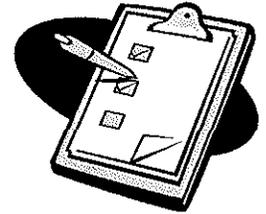
A Power of Attorney that does not have a durable clause terminates upon a member's incapacity, and because of that termination, it may be necessary for NDPERS to withhold the member's NDPERS benefits until a conservator is appointed by the courts.

While it is preferred that members use Durable Power of Attorney, because it contains a durable clause, NDPERS will also accept a General Power of Attorney without a durable clause. A General Power of Attorney or Durable Power of Attorney may be used for address changes, withholding tax elections, setting up direct deposit, or requesting information regarding benefit payments. However, NDPERS will only accept beneficiary designations or retirement option elections from representatives authorized to act under a Durable Power of Attorney.

In conclusion, having a Durable Power of Attorney on file at NDPERS assures that NDPERS will be able to handle your retirement benefits without interruption, and in accordance with your wishes, should you become unable to handle your own affairs.

**INDEX OF FORMS YOU MAY REQUEST FROM YOUR
PERSONNEL/PAYROLL OFFICER OR OBTAIN ON-LINE**

IF YOU ARE TRYING TO	OBTAIN THIS FORM
Change your address	Notice of Change SFN 10766
Change your name	Notice of Change SFN 10766
Change your marital status	Notice of Change SFN 10766
Change your beneficiary for retirement benefits	Designation of Beneficiary SFN 2560
Notify NDPERS of your retirement and election to receive a monthly benefit	Retirement Kit and Retirement Forms
Notify NDPERS of your termination of employment and application for disability benefits	Disability Retirement Kit and Disability Retirement Forms
Notify NDPERS of your termination of employment and election to withdraw retirement money	Refund/Rollover Kit and Refund/Rollover Forms
Notify NDPERS of your termination of employment and election to directly rollover your retirement funds	Refund/Rollover Kit and Refund/Rollover Forms
Notify NDPERS of your termination of employment and election to defer distribution of your retirement account to a later date	Deferred Retirement Kit and Deferred Retirement Forms

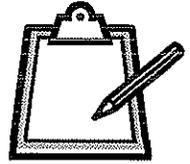


REFUND/ROLLOVER CHECKLIST

Suggested procedure for terminating employees who wish to cash out of NDPERS

- Before leaving employment, see your payroll officer or the NDPERS website for a **Refund/Rollover Kit**.
- Be sure to read all the information contained Refund/Rollover Kit very carefully before completing any forms.
- Be sure all the applicable Refund/Rollover forms are fully and accurately completed. Incomplete or incorrectly completed forms may cause a delay in issuing funds from NDPERS.
- If you wish to have your payment directly deposited into your checking or savings account, you and your financial institution must complete the **“Authorization for Direct Deposit for Annuity Payments SFN 18379”**. You must return the **“Authorization for Direct Deposit for Annuity Payments SFN 18379”** by the 10th of the month prior to the month in which the payment will be made. **“Authorization for Direct Deposit for Annuity Payments SFN 18379”** received after the 10th may be delayed and payment may be sent one month later.
- If you are having your NDPERS retirement account directly rolled over into an IRA or eligible employer plan, be certain the other Plan/Financial Institution will accept a direct rollover of your NDPERS retirement account before submitting your forms to NDPERS.
- If you wish, call the NDPERS office for a statement of your member account balance. (Please allow at least a week after your inquiry for a written statement.) You may view your monthly account balance through the NDPERS on-line services.
- Before leaving employment, check with your payroll officer to make sure your completed Refund/Rollover Forms has been sent to the NDPERS office.
- Be sure your address is correct with the NDPERS office. NDPERS staff must send all benefit information to your last recorded address and cannot make address changes over the telephone. *Please submit any address changes in writing or complete a **“Notice of Change SFN 10766”**.*

DEFERRED RETIREMENT CHECKLIST



Suggested procedure for terminating employees who wish to defer their retirement benefits to a later date

Whether vested or not, you can leave your Member Account Balance intact with NDPERS and take a refund or rollover at a later date. If you are vested, you can elect to receive a monthly benefit at a later date.

If you are not vested your account is less than \$1,000, and you do not indicate you wish to leave your account intact, you will be issued a refund automatically upon termination.

Interest continues to compound on your Member Account Balance until you begin receiving a monthly benefit or take refund or rollover.

- Before leaving employment, see your payroll officer or the NDPERS website for a “**Deferred Retirement Kit**”.
- Be sure to read all the information contained Deferred Retirement Kit very carefully before completing any forms.
- Indicate whether or not you will be purchasing sick leave for service credit on your retirement application.
- Be sure all the applicable forms in the Deferred Retirement forms are fully and accurately completed.
- If you wish, call the NDPERS office for a retirement benefit estimate or a statement of your member account balance. (Please allow at least a week after your inquiry for a written statement.) You may view your retirement benefits and monthly account balance through the NDPERS on-line services.
- Before leaving employment, check with your payroll officer to make sure your completed **Deferred Retirement Forms** has been sent to the NDPERS office.
- Be sure your address is correct with the NDPERS office. NDPERS staff must send all benefit information to your last recorded address and cannot make address changes over the telephone. *Please submit any address changes in writing or complete a “**Notice of Change SFN 10766**”.*

RETIREMENT CHECKLIST

Suggested procedures for retiring employees who wish to draw monthly benefits from NDPERS.

At least six (6) months prior to retirement:

- * Request a benefit estimate from the NDPERS office. Complete and submit a **"NDPERS Request for Benefit Information SFN 53603"** or view through NDPERS on-line services
- * Review:
 - retirement and health credit options and amount of benefits
 - date pension payment begins
 - direct deposit policy of pension check
 - taxes on pension benefit
- * Review completion of:
 - any service credit purchases
 - unused sick leave purchases
- * Review participation in NDPERS:
 - health insurance plan/retiree health insurance
 - dental insurance
 - vision insurance
 - long-term care plan
- * Review continuation of term life insurance (if applicable)
- * Review return to work provisions
- * Have realistic plans for day-to-day living in retirement
- * Review what your financial needs will be after retirement. Be sure to consider your long range financial requirements



Three (3) months prior to retirement, register with Social Security (if you are 62 or older).

Sixty (60) days prior to retirement date:

- submit a completed **"Retirement Kit Forms"**
- indicate whether or not you will be purchasing sick leave for service credit on your retirement application
- submit photocopy of birth record with application (if married, submit copy of spouse's birth record and marriage certificate)
- check with your payroll office on accrued vacation and sick leave pay available

RECORD OF IMPORTANT DOCUMENTS

Record of Important Documents

Name _____ Date _____

Personal

Indicate the location of each document.

Birth Certificate _____

Marriage Certificate _____

Deed/Title to Property _____

Automobile Title _____

Passport _____

Social Security Card _____

Divorce Papers _____

Military Service Record _____

Designation of Beneficiary Forms _____

Financial

Indicate the bank name, address, and account number for each account.

Bank Account (Primary)

Bank Account (Other)

Mortgage

Safe Deposit Box/Box
Number/Keys

Retirement Sources

Indicate the company name, address, and account number for each plan.

Insurance

Indicate the insurance company name, address, and policy number for each policy.

Life Insurance

Health Insurance

Automobile Insurance

Property Insurance

_____	_____
_____	_____
_____	_____

Legal

Indicate the location of each document and, if applicable, an authorized individual.

Will

Trust

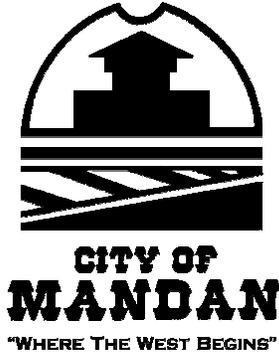
Power of Attorney

_____	_____	_____
_____	_____	_____
_____	_____	_____

Other

Keys and Combinations

_____	_____
_____	_____
_____	_____



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 17, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Update and presentation by AE2S on Water Treatment Plant Intake Study.

STATEMENT/PURPOSE: Update and presentation by AE2S on Water Treatment Plant Intake study.

BACKGROUND/ALTERNATIVES: Last year, the city entered into agreement with AE2S Engineering for the purpose of studying the need, possible locations, and costs associated with a potential new intake for the water treatment plant. AE2S has prepared a relatively short presentation on the findings of the work done since. This presentation follows a draft comprehensive technical memorandum that was submitted to city staff last month.

ATTACHMENTS:

1. AE2S Technical Memorandum - Summary

FISCAL IMPACT: To date, the city has been billed and for and paid the majority of approximately \$130K worth of work done by AE2S out of an agreement not to exceed \$250K for this study.

STAFF IMPACT: Minimal

LEGAL REVIEW: These documents have been forwarded to the City Attorney for his review.

RECOMMENDATION: No motion needed, for update information only.

SUGGESTED MOTION: No motion needed.



Technical Memorandum – Summary

To: Mr. Justin Froseth
Planning and Engineering Director
City of Mandan, ND

Mr. Duane Friesz
Water Treatment Plant Superintendent
City of Mandan, ND

Mr. Jim Neubauer
City Administrator
City of Mandan, ND

From: Kenneth J. Weber, PE
Laiith Hintz, PE
AE2S

Re: **Executive Summary for the Mandan Raw Water Intake Draft Study**

Date: October 21, 2014

MANDAN RAW WATER INTAKE STUDY SUMMARY

This document summarizes the current study efforts. The study is the culmination of several prior studies and investigations undertaken by the City of Mandan and Tesoro Refining and Marketing Corporation (TRMC). These studies span from about 2002, starting with the Missouri River Intake Siltation Solutions Report to identify the causes of increased siltation, followed by the 2006 Water Treatment Plant Master Plan Update to identify the best long term treatment options. Recommended intake alternatives from these studies were further evaluated in the 2007 Horizontal Collector Well study, and now, the proposed conventional intake improvements discussed in this document and detailed in a study currently being prepared.

It is apparent from the span of time and the number of studies conducted, that the problem has taken decades to manifest and is complex. Understanding the cause of the increase in sedimentation and determining if the cause can be eliminated or mitigated are two important elements of selecting the correct solution. In summary the past studies indicate that because of the Garrison Dam construction, the Grant Marsh Bridge construction, armoring of the downstream channel, and the river flow fluctuations, the low flow river channel has migrated easterly away from the existing intake. River migration has caused sedimentation to occur immediately in front of the existing intake structure.

As a result of this river dynamic the 2002 study recommendation was to consider installation of a horizontal collector well, eliminating concern for sediment in the water. Collector wells require a gravel (high transmissivity) subsurface geology conducive to surface-to-subsurface water conveyance. Several locations were considered and tested as part of the 2007 Horizontal Collector Well study, but none were found to have the required hydro-geologic setting necessary to achieve the desired yield.

Technical Memorandum - Summary

Re: Executive Summary for the Mandan Raw Water Intake Draft Study

October 21, 2014

Having determined a suitable collector well site was not available, the next best solution was recommended. This solution is the installation of a new conventional intake structure, located in the stable armored reach of the river south of the existing water treatment facility. This current report efforts focus on that recommended option.

To ensure all aspects of the project impacts are discussed and addressed, the project was presented to the regulatory agencies in the form of environmental solicitations, with a request to provide comment and feedback. A detailed list of agencies contacted is provided in Section V of this document, along with a summary of the responses and required actions. Once a site is selected, the environmental and permitting activities can begin.

The proposed intake and pump station will continue to provide water for the City of Mandan, its consecutive users, and TRMC with a projected intake capacity of 25 MGD. The intake will be a conventional intake structure and consist of intake screens, intake ports, dry well/gallery level, pump station structure, raw water pumps, standby power provisions, and redundant water transmission lines. Note that the City of Mandan and TRMC require significantly different pump rates and head conditions and two different pump systems will need to be provided.

The proposed transmission line will consist of two 24-inch diameter lines running from the new intake pump station to the WTP campus. Routing will generally follow an existing railroad and is primarily located on property owned by TRMC or the City of Mandan.

Four potential intake sites were initially selected based on availability of land and location along a historically stable section of river. Site evaluation selection criteria consisted of river geometry, site access, channel stability, maintainability, environmental, property ownership, proximity to other land uses, constructability, cost, and floodplain. Of the sites considered, Site C is the preferred location. As design proceeds, a public input meeting and/or open house is suggested to give the public an opportunity to comment and provide feedback (especially adjacent property owners).

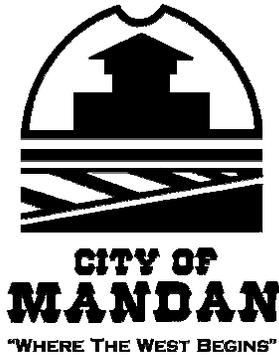
Opinion of project costs were developed for each location and it is reasonable to expect project costs to be in the \$13,000,000 to \$15,000,000 range. Some funding has been secured for initial study and planning services, and the City should continue to explore all potential avenues for project funding including a combination of DWSRF, State funding, or State Water Commission funding.

Technical Memorandum - Summary

Re: Executive Summary for the Mandan Raw Water Intake Draft Study
October 21, 2014

Sites Investigated.





Board of City Commissioners

Agenda Documentation

MEETING DATE:	October 21, 2014
PREPARATION DATE:	October 16, 2014
SUBMITTING DEPARTMENT:	Engineering
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Justin Froseth, Planning and Engineering Director
SUBJECT:	Request for Proposals for Engineering Services

STATEMENT/PURPOSE: To allow the engineering department to advertise for engineering services for a downtown street improvement district project.

BACKGROUND/ALTERNATIVES: The engineering department has identified an area in downtown Mandan to conduct a street improvement district project. The boundaries of this project are generally defined at this point as the areas between 4th Avenue NE on the west, and Mandan Avenue on the east, and north of Main Street to about 4th Street (bottom of hill). This area was chosen for a couple main reasons; 1) The majority of the area's streets are categorized as unsatisfactory on the 2012 pavement condition index assessment study. 2) The Public Works department has targeted this area for its annual watermain replacements, meaning that they will already need to remove a fair amount of asphalt within this area in order to accomplish.

The engineering department believes that it is necessary to hire an engineering consultant to put together plans and specifications for this project as well as to help with some project administration. We see value in bringing a consultant on board with the project before we create the resolution of necessity and general scope and estimate which are all requirements before advertising to solicit protests.

Key dates for projects are as follows:

- October 24th - Begin advertising for Request for Proposal
- November 14th – Due date for Request for Proposals
- December 2nd – Selection committee to submit recommendation to Board of City Commissioners for their consideration
- January 6th, 2015 – Approve assessment district and resolution of necessity followed by publishing and protest period
- February 17th – Public hearing to determine sufficiency of protests
- March 17th – Approval of plans and specs and invitation to bid
- April 14th - Bid opening
- April 21st - Approval of low bid
- Project to be constructed in 2015

ATTACHMENTS:

1. Request for Proposals for Engineering Services
2. Map of General Area of Improvements

FISCAL IMPACT: The finance department has set aside \$75,000 in the city sales tax fund for planning of downtown SID projects given the nature of higher volumes of through traffic in downtown areas. The construction of the streets, however, would be paid for by special assessment method and assessed to benefiting properties.

STAFF IMPACT: Minimal

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

RECOMMENDATION: Approve advertisement of Request for Proposals for Engineering Services for downtown street improvement project.

SUGGESTED MOTION: I move to approve the advertisement of Request for Proposals for Engineering Services for downtown street improvement project.

REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

The City of Mandan hereby solicits written proposals from professional civil engineering firms for engineering services required for the purpose of:

Provide administrative and design engineering services necessary for creation of a downtown street improvement district in order to reconstruct streets in select areas of downtown Mandan. The exact boundary and scope of the project is to be determined and is part of the task of the engineering consultant. Generally, the project is to reconstruct the streets within the district while also addressing any subbase issues or drainage issues. Generally, the areas of focus will be; Between 4th Avenue NE on the west, and Mandan Avenue on the east, and north of Main Street to approximately 4th Street NE.

The expected schedule of project milestones is as follows;

- November 14th – Due date for Request for Proposals
- December 2nd – Selection committee to submit recommendation of engineering consultant to Board of City Commissioners for their consideration
- January 6th, 2015 – Approve assessment district and resolution of necessity along with engineers report followed by publishing and protest period
- February 17th – Public hearing to determine sufficiency of protests
- March 17th – Approval of plans and specs and invitation to bid
- April 14th - Bid opening
- April 21st - Approval of low bid
- Project to be constructed in 2015

Written proposals shall address, as a minimum, the following items of consideration; the firms:

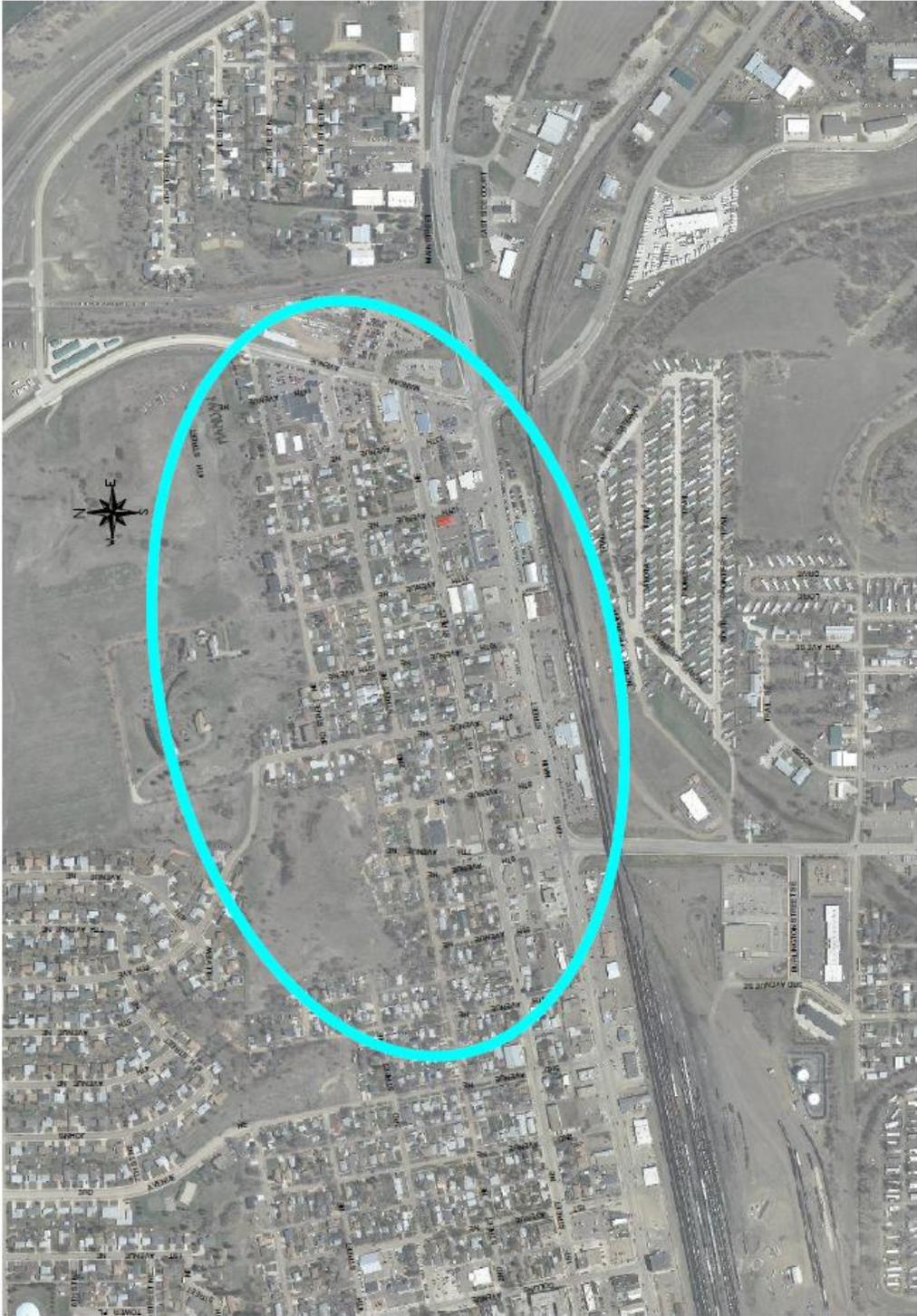
- 1) Past performance
- 2) Ability of professional personnel
- 3) Willingness to meet time and budget requirements
- 4) Location of staff performing work
- 5) Current, and projected workloads
- 6) Related experience on similar projects
- 7) Recent and current work for city

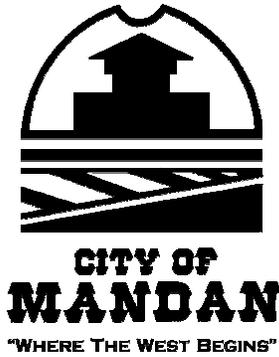
The selection of the firm will be based on the evaluation of the written proposals. The selection committee consisting of city staff will then forward their recommendations to the Board of City Commissioners for their consideration at the December 2nd commission meeting. Price will be negotiated with the successful firm. An engineering agreement will be executed with a single firm.

Written proposals from qualified consultants will be accepted until 4:00 p.m., Friday, November 14th, 2014.

Please submit four (4) hard copies, and one (1) electronic copy of said proposal to:

City of Mandan
Engineering Office
205 2nd Avenue NW
Mandan, ND 58554





Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 17, 2014
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Facility Needs Analysis

STATEMENT/PURPOSE: To consider awarding a contract to JLG Architects for a facility needs analysis.

BACKGROUND/ALTERNATIVES: The Mandan Sales Tax Committee held a facility focus group session on Aug. 13 to gather initial input from a cross section of community members and recreational stakeholders on potential capital improvement projects. Of the approximately 30 focus group participants, about 65 percent supported a sales tax increase. Projects receiving the most support include a new indoor hockey arena, a new or improved City Hall and a north side fire station.

September 2, 2014 the Commission approved the issuance of a Request for Qualifications (RFQ) in order to firm up cost estimates relative to city hall and a fire station. We received five proposals. The proposals were ranked by a group of city staff including Commissioner Laber who holds the Public Buildings portfolio. Three firms were selected for interviews, which were conducted on Monday, October 13th. The consensus of the group was to enter into an agreement with JLG for their services.

The Deliverables and Process – Facility Assessment for City of Mandan includes:

- Review an assessment of existing information and facilities
- Review and assessment of existing work space organization and floor plans and building conditions
- Review of existing studies and plans of downtown area
- Review and assessment of existing fire station facilities
- Review and assessment of current site and parking needs

Evaluate Space Needs:

- Review Employment Projections
- Project Space Needs

Create three conceptual solution options
Provide Quality, Quantity and Cost Information for three options
Present Options – Two Public Meetings included in Fixed Compensation
Deliverables:

- 8x11 report outlining the following:
- Executive Summary
- Existing Facility Assessment (Site/parking, Architectural, Mechanical, Electrical)
- Recommendations
- Program – Existing and Proposed
- 3 options, Concept Plans
- 3 options, Estimated Cost of Construction
- Concept Sketch

Internal Meetings – Bi-weekly up to twelve meetings to review findings and prepare for Public Meetings

Timeline details would be firmed up after the first few meetings, however, in general we would look to a first public input meeting in January, 2nd meeting in February with final report due April 15 depending upon if a 3rd public meeting is necessary. Completion date may be moved up if the 3rd public meeting is found unnecessary.

ATTACHMENTS: AIA standard form of agreement is available upon request.

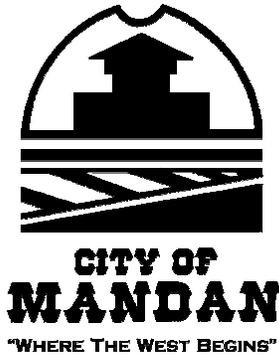
FISCAL IMPACT: General Fund \$50,000.

STAFF IMPACT: Staff time will be necessary to meet with consultant.

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

RECOMMENDATION: I recommend entering into an agreement with JLG Architects for a facility needs analysis as outlined within the contract.

SUGGESTED MOTION: I move to approve the contract with JLG Architects for a facility needs analysis for Mandan City Hall and North Fire Station with funding from the General Fund.



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 21, 2014
PREPARATION DATE: October 15, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval Ordinance 1194 establishing a moratorium on approval of new opioid treatment facilities within the city and its extraterritorial zone

STATEMENT/PURPOSE:

The delivery of medical services has been changing rapidly in recent years. The city code has not been updated to reflect these changes.

BACKGROUND/ALTERNATIVES:

Zoning rules that apply to medical facilities do not reflect the specialization of medical services that has evolved recently. Medical issues that were only prevalent in larger metropolitan areas have become an issue in smaller municipal areas such as Mandan. Hours of operation and number of patients utilizing a facility on a regular basis have changed or are different for a specific service. There are no specific rules in the code related to opioid treatment facilities.

After action was taken at the 2013 legislative session, the North Dakota Administrative Code was amended to authorize the North Dakota Department of Human Services to regulate Opioid Treatment Programs.

The comprehensive update of the city code by Municode will take several more months to complete. Substantive changes to the rules and procedures should wait until this recodification effort is finished.

Because the issues are complex and will require careful evaluation of whether or if changes to the zoning code are needed, it is recommended that a one (1) year moratorium be imposed on the review and approval of any request to locate a new opioid treatment facility in the city or its extraterritorial zone.

RECOMMENDATION:

Approve a One (1) year moratorium on the review and approval of any new opioid treatment facility. This includes any request to issue a building permit or occupancy permit.

SUGGESTED ACTION:

Move to approve Ordinance 1194.

ORDINANCE NO. 1194

AN ORDINANCE ADOPTING A ONE YEAR MORATORIUM IN THE CITY AND ITS EXTRATERRITORIAL ZONE RELATING TO OPIOID TREATMENT PROGRAMS, INCLUDING PROGRAMS LICENSED PURSUANT TO CHAPTER 75-09.1-10 OF THE NORTH DAKOTA ADMINISTRATIVE CODE.

WHEREAS, the City of Mandan is authorized to regulate, restrict or prohibit any use, development or subdivision within its jurisdiction or a portion thereof by adopting a Moratorium while the city is studying, has authorized a study or has scheduled a hearing to consider adoption of an amendment to the Comprehensive Plan or city code related to zoning requirements; and

WHEREAS, the City Commission finds that an interim ordinance adopting a Moratorium of one (1) year on the issuance of a building permit for the construction of a new structure, expansion of an existing structure or remodeling of an existing structure or the issuance of an occupancy permit for an existing structure for the purpose of using the structure for an opioid treatment facility is necessary to protect the health, safety and general welfare of the citizens of the City of Mandan; and

WHEREAS, the City Commission finds that an interim ordinance adopting a Moratorium of one (1) year relating to opioid treatment programs is necessary in order to allow City Staff, the Planning and Zoning Commission and the City Commission to study where these types of treatment programs and facilities are best located, whether such programs should be considered a permitted use or conditional use and, if deemed a conditional use, what conditions should be imposed.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SECTION 1. OPIOID TREATMENT PROGRAM MORATORIUM

A moratorium is hereby adopted for the entire City of Mandan and its Extraterritorial Zoning Jurisdiction as follows:

A. **City's Obligation.** Whenever the city is confronted with a new proposed use that is not addressed in the city's Comprehensive Plan or zoning code, it is in the public interest and the obligation of the City to protect the public health, safety and welfare by carefully studying the impact of the new proposed use and developing appropriate rules and procedures for the new proposed use.

B. **Purpose.** At the 2013 North Dakota Legislative Session, the North Dakota Legislature for the first time allowed the North Dakota Department of Human Services to regulate opioid treatment programs within the State of North Dakota. The

North Dakota Administrative Code was recently amended to enact Chapter 75-09.1-10 relating to Opioid Treatment Programs. As a result of the recent actions by the state, the City must now identify and evaluate a myriad of issues related to the imposition of zoning regulations specific to Opioid Treatment Programs. It is critical that the City's planning and evaluation process be protected and given the opportunity to study this type of use in a timely yet thorough manner in order to decide what, if any, new ordinances or regulations are warranted.

C. **Effect of Moratorium.** The City shall not accept, permit, allow, issue or process any new development, land use application, building permit or occupancy permit related to any Opioid Treatment Program, including those authorized to be licensed pursuant to North Dakota Administrative Code Chapter 75-09.1-10, for the duration stated herein. This Moratorium applies to a Comprehensive Land Use Plan amendment, rezoning, preliminary development plan, final development plan, site plan, building plan, conditional use permit, special use permit, lot split, plat or variance.

SECTION 2. OPIOID TREATMENT PROGRAM MORATORIUM

The City Commission hereby directs City staff to study, and if necessary, develop proposed zoning ordinances regulating the location, use and conditions to be imposed on Opioid Treatment Programs and to present same to the Planning and Zoning Commission for consideration and recommendation to the City Commission. The City Commission further directs City staff and the Planning and Zoning Commission to complete their work and present their findings and recommendations to the City Commission in sufficient time to allow the city Commission to review the findings and recommendations and take action within one (1) year of the effective date of this ordinance.

SECTION 3. DURATION

This Moratorium shall expire, without any further action by the City Commission, one (1) year from its effective date unless repealed earlier by the City Commission. The City Commission may act to repeal this Moratorium early if it determines that all appropriate measures have been taken to insure that the City has the appropriate regulations and ordinance in place to properly regulate Opioid Treatment Programs.

SECTION 4. VIOLATION

The city may enforce any provision of this ordinance by seeking an injunction or other appropriate civil remedy in any court of competent jurisdiction.

SECTION 5. SEVERABILITY

Every section, provision or part of this ordinance is severable from every other section, provision or part thereof to the extent that if any section, provision or part of this ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

SECTION 6. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after the date of its second reading and final passage.

President, Board of City Commissioners

Attest:

City Administrator

Public Hearing:

First Consideration:

Second Consideration and Final Reading:

Publication Date:

Recording Date:

