

AGENDA
MANDAN CITY COMMISSION
SEPTEMBER 15, 2015
ED "BOSH" FROELICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners.
 2. Presentation of retirement award to Randy Frohlich, Utility Operator III.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the minutes from the September 1, 2015 Board of City Commission Regular Meeting.
- E. PUBLIC HEARING:
1. Public Hearing scheduled at 6:00 p.m. to review and discuss the final 2016 Budget. (See Ordinances and Resolutions #1 and #2)
- F. BIDS:
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
 2. Consider approval of replat of Lot 6, Block 2 of Replat of Bridgeview Bay Addition
 3. Consider AE2S Engineering Agreement for Services for the FEMA approved Emergency Generator Project.
 4. Consider Recycling Contract and Transfer Station Lease with Dakota Sanitation, Inc. for single stream curbside recycling in Mandan.
 5. Consider Agreement with AE2S for GIS (Geographic Information System) project services.
 6. Consider Increasing the Parking Enforcement Officer Position from Three Quarter Time to Full Time.
 7. Consider approval of plat for Lot 1, Block 1, Prairie Rose Addition
 8. Consider proclaiming October 2, 2015 as Cajun Cowboy Fais Do Do Day in the City of Mandan.
- H. OLD BUSINESS:

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I. NEW BUSINESS:

1. Consider future of 911 and dispatching services for the City of Mandan
2. Consider adoption of media relation guidelines
3. Consider adding additional traffic related cross-references to North Dakota Century Code sections to new city code
4. Consider setting recommended penalty amounts for certain traffic related violations of city code.
5. Update on recycling program communications plan
6. ~~(Possible)~~ Consider legal action against Mr. Volochenko for violating city stormwater management ordinance.(No. 1005)

J. RESOLUTIONS AND ORDINANCES:

1. Consider the second and final consideration of Ordinance No. 1215 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016, and making the annual tax levy for the year 2015.
2. Resolution Establishing Rates and Charges for Services from the Solid Waste Utility Fund.
3. First consideration of Ordinance No. 1219 adding language to Chapter 24 of the New Mandan Code of Ordinances related to traffic violations.
4. Consider for adoption resolution setting recommended penalty amounts for various violations of city code.
5. Second Consideration and Final Passage of Ordinance 1216 creating zoning for Lakewood 9th Addition
6. Second Consideration and Final Passage of Ordinance 1218 – An Ordinance to Amend and Re-enact Section 9-02-11 of the Mandan Code of Ordinances Relating to Meters – Repair and Control.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. October 6, 2015
2. October 13, 2015 – Hanna: Keelan Associates Housing Demand Study – Tom Baker Meeting Room, (Bismarck) – 5:15 p.m.
3. October 20, 2015
4. November 3, 2015

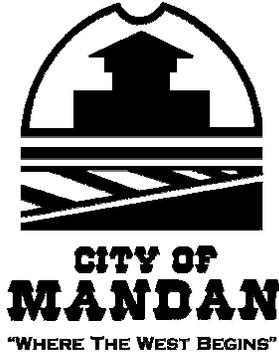
M. ADJOURN

Public Communication

A scheduled time for public participation has been placed on the agenda at Mandan City Commission meetings. The Board desires to hear the viewpoints of citizens throughout the City. Individuals wishing to address the Board are encouraged to make

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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.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 10, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Mayor Van Beek
SUBJECT: Presentation of retirement watch to Randy Frohlich, Utility Operator III and City employee for 37 + years.

STATEMENT/PURPOSE:

I would like to congratulate Randy Frohlich, Utility Operator III and City employee of 37+ years on his retirement.

BACKGROUND/ALTERNATIVES:

Randy started employment with the City of Mandan in March, 1978 as an employee at the Cemetery, in 1982 Randy also helped the Utility Department in the winter months. In 1986 Randy became a full time employee with the Utility Department and has been a dedicated employee ever since. Randy will enjoy some vacation time between now and his last day of employment, November 27, 2015. Again, congratulations on your retirement and thank you very much for your dedicated service to this community.

ATTACHMENTS: N/A

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A

The Mandan City Commission met in regular session at 5:30 p.m. on September 1, 2015 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Braun and Laber. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw and Building Official Lalim. Absent: Business Development Communications Director Huber and City Attorney Brown.

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

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission August 18, 2015 regular meeting.* Commissioner Tibke moved to approve the minutes as presented. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

1. *Conduct public hearing to consider rezoning for Lakewood 9th Addition.* Planner Decker stated this is a 58 acre parcel of land that is located south of 19th Street Southeast and west of 40th Avenue Southeast. The proposal is to have a mixed use development. It will combine residential and commercial zoning for a special nursing facility. The plan for the nursing facility is that it will be developed over the next year and ready for use by January 2017. Other matters pertaining to this development will be presented at a later time. One highlight for this request is that there will be smaller lots that will allow for single family units and these units have been successfully marketed in Bismarck and Lincoln. This is a good opportunity to expand in the community.

Mayor Van Beek invited anyone interested to speak for or against the rezoning for Lakewood 9th Addition to come forward and do so. A second announcement was made by Mayor Van Beek to come forward to speak for or against this request. Hearing none, this portion of the Public Hearing was closed.

F. BIDS:

G. CONSENT AGENDA

1. *Consider approval for N.D. Tourism Division marketing grant application.*
2. *Consider approval of Abatements/Valuation Changes for 2015 Assessment Year 2015.*

3. *Consider for approval final plat for Lakewood 9th Addition.*
4. *Consider for approval replat of Lot 1, Block 2, Mandan Industrial Park 7th Addition.*
5. *Consider approval of Beer Garden application for Spirit of Life Church on September 12, 2015.*
6. *Consider transferring Capital Outlay funds from the 2015 General fund contingency budget to Building Inspection Department Budget for capital outlay to purchase used Department vehicle.*
7. *Consider amendment to agreements for cost-share reimbursement Mandan New Water Intake Project and Mandan Water Treatment Plant Improvements Project.*

Commissioner Laber moved to approve the Consent Agenda as presented. Commissioner Braun seconded the motion. Commissioner Laber commented on the approval of the abatements and valuation changes for 2015 noting that she struggled with whether or not to pull the item for discussion. She said that Shirley Shaw put together a comprehensive package that explained that if the valuations were changed. There are a lot of details provided within the materials in the documentation. Commissioner Rohr concurred that it is valuable information to have available. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider the Morton Mandan Public Library's 2016 Budget.* Kelly Steckler, Director of the Morton Mandan Public Library presented the proposed 2016 budget pointing out that there has been an increase in the travel and education for staff development. The Materials Budget was also increased due to needs in that area.

The Morton Mandan Public Library serves all citizens of Morton County and the City of Mandan, and is governed by a Board of Trustees which is appointed by the County Commission and the City Commission. The Library is fiscally dependent upon the County and the City because the County Commission and the City Commission consider the Library's budget, levies taxes, and must approve any debt issuances. The Library is reported as a component unit in the City of Mandan's audited financial statements.

The Library's Board of Trustees approved the 2016 Budget on July 27, 2015. The City's Budget and Finance Committee met with the Library Director on July 28, 2015 to review and discuss the Library's 2016 Budget. The Board of Trustees revised the 2016 Budget on August 24, 2015. The Director presented the Library's 2016 Budget to the Morton County Commission on August 25, 2015.

The City of Mandan has included the following revenues for the Morton Mandan Public Library in the City's 2016 Budget:

Property Taxes (7 Mills) = \$459,850

Delinquent Taxes = \$7,850

Electric Taxes = \$400
Mobile Home Taxes = \$5,700
State Grants = \$25,592
State Aid Distribution = \$10,650
Disabled Veterans Credit = \$3, 100
Homestead Credit = \$8, 150
Total = \$521,292

Proposed 2016 Budget:

General Fund Operating Revenues = \$778,567
General Fund Operating Expenditures = \$748,567
Capital Reserve Fund Expenditures = \$20,000

Ms. Steckler stated that it was a busy year with some strategic planning. They had various people from their Board of Trustees, staff and library patrons who served on a Strategic Planning Committee. A copy of their report has been provided to the City Commissioners in their packets. Keeping up with technology has been challenging but they have hired a company that helps manage their server and deals with making public access computers more functional. She provided an overview of the changes being made within the library areas wherein the Capital Outlay Fund will be needed. The overall reading program for 10 and under had 100 more kids this year than last year. There is also a teen program that is growing too.

Commissioner Rohr inquired about staff travel and training line item increasing from \$2,500 to \$10,000 and also if CEU's are required for their jobs. Ms. Steckler explained that CEU's are not required. She explained that local training events don't usually offer CEU tracks. Rather, they are given at events held at state. She would like to allow at least one national training be done annually. Commissioner Rohr indicated this is one area to be cognizant of in light of a tight budget. Ms. Steckler stated that there are also online opportunities offered by the ALA (American Library Association) which may be considered in lieu of attending an event in-person. Commissioner Laber commented on the SWOT and Strategic Planning process used by Ms. Steckler due to the changing roles of technology today. Ms. Steckler stated that she attends national conferences basically related to computer technology. But there has never been any further consideration to expanding the budget in this area until the Board put more emphasis on allowing more library staff to attend the conferences. Commissioner Tibke stated that the Board of Trustees instructed the Director to increase the education line item because they felt it was important that the Library employees have access to continuing education in their professional field.

Commissioner Braun moved to consider the Morton Mandan Public Library's 2016 Budget. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

Finance Director Welch explained that since the Library is a joint Library between the City and the County, the Library has a Board of Trustees so it is their recommendation to the City Commission; and likewise, the Trustees will be providing the recommendation to the Morton County Commissioners to consider the recommended budget for the joint library.

2. *Presentation by Eide Bailly for the City's 2014 Audit.* Katie Moch, CPA, Eide Bailly presented the 2014 Audit of the City's Financial Statements on Internal Controls, and Federal Awards. She stated that the City of Mandan has received an unmodified, ("clean"), opinion for 2014. No deficiencies were found. The City also received an unmodified, ("clean"), audit opinion on compliance with major federal award programs which is commonly referred to as a "Single Audit". An Executive Summary was provided to the Board. A copy of the 2014 audited financial statements is also available on the City's website. Ms. Moch commented that the City of Mandan's Finance Office provides timely and appropriate documentation as required which allows for a smooth and clean auditing process.

Commissioner Rohr moved to approve the City of Mandan's 2014 Audit as performed by Eide Bailly. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider allowing City Staff and Attorney Brown to negotiate the Recycling Contract and lease to use the Transfer Station with Dakota Sanitation, Inc.* Public Works Director Wright stated that the Commission approved the single curbside recycling program for the preliminary 2016 budget at the meeting on August 18, 2015, with a unanimous "yes" vote. He said that the proposed recycling program will include a 96 gallon tote to be delivered to each residence that will be picked up curbside every other week. There will be no other drop off sites and there will be no "opt out" for residents. Apartment buildings will be considered with larger containers if there is enough interest and the site can accommodate a recycling container. The request tonight is for City Attorney Brown and Administrator Neubauer to negotiate a contract and lease to use the Transfer Station with Dakota Sanitation. He said the costs incurred will be a base rate of \$5.50 per month per unit for costs and fees and that will affect all the residents using the service.

If accepted tonight, a tentative schedule of events for the program will be implemented starting now until January 1, 2016. At the Sept. 15th City Commission meeting the advertising plan, which would go out to the public, will be presented to you for approval and we will have the contracts completed and in place. The deadline for all the information, (including the brochure to be presented to the City for review prior to being in the Newsletter that will be printed October 26th), will be October 1st. The information will be in the utility bills going out November 1st throughout the end of November. The contractor will start delivering the totes December 15th to each residence and the recycling program will start on Jan. 2nd due to the New Year's Day holiday.

Commissioner Rohr questioned whether the totes will be the same size as the totes that

are currently offered for garbage pickup? Director Wright stated that they are the same size, although the totes for garbage collection are not mandatory.

Rick Anderson, Dakota Sanitation reiterated the importance of getting the totes out ahead of time. Therefore, the delivery date for the containers is set ahead of time so people will have the recyclables ready for pickup by January 1, 2016. So the actual delivery date of the totes will be between December 1st and December 15th.

Commissioner Laber moved to approve allowing City staff and Attorney Brown to negotiate a recycling contract and lease to use the Transfer Station with Dakota Sanitation for the proposed 5 years expiring December 31, 2020. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider semiannual meetings between City Commission & Park Board.*

Commissioner Laber stated that since the Park Board is an independent body and the City Commission is an independent body and we do not always share all of our plans and land use ideas; that in order to keep the line of communication open between the City and the Park Board, a meeting was held with Cole Higlin, Jason Arenz, Administrator Neubauer and herself. As a result, it was agreed to hold a formal City Commission meeting with the Park Board to have a comprehensive view of plans for the City. Commissioner Laber said that the dates agreed upon for these meetings are the 3rd Tuesday in November and the 3rd Tuesday in May as that coincides with finishing up construction or seasonal activities and the beginning of the budget season. The Park Board will be presented this request at their next meeting. She recommended approval of this request.

Commissioner Rohr moved to approve the request that semiannual meetings between the City Commission and the Park Board will be held the 3rd Tuesday in November and the 3rd Tuesday in May. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Braun: Yes; Commissioner Laber: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

1. *First consideration of Ordinance 1216 creating zoning for Lakewood 9th Addition*
Commissioner Braun moved to approve the First consideration of Ordinance 1216 creating zoning for Lakewood 9th Addition. Commissioner Rohr seconded the motion.

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

2. *Second consideration and final passage of Ordinance 1214 rezoning Lot 19 of Twin City Industrial Sites.* Commissioner Tibke moved to approve the Second consideration and final passage of Ordinance 1214 rezoning Lot 19 of Twin City Industrial Sites. Commissioner Braun seconded the motion. Roll call vote:

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

3. *Second consideration and final passage of Ordinance 1217 rezoning land along Old Red Trail (sports complex site).* Commissioner Laber moved to approve the Second consideration and final passage of Ordinance 1217 rezoning land along Old Red Trail (sports complex site). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Introduction and First Consideration of Ordinance 1218 – An Ordinance to Amend and Re-enact Section 9-02-11 of the Mandan Code of Ordinances Relating to Meters – Repair and Control.* Finance Director Welch stated that the recommended language in this Ordinance states that meters must be installed according to the instructions provided by the Mandan Water Department. So, therefore, when a plumber or contractor comes in to pick up a permit or a water meter they will be handed specific instructions for installation of those meters for the Water Meter Department. The Building Inspection Department will also have a copy of those instructions as they come in to their office to pick up the permit. This will clarify how a meter is to be placed in a home or business. A copy of the instructions was provided to the Board.

Commissioner Rohr moved to approve the Introduction and First Consideration of Ordinance 1218 – An Ordinance to Amend and Re-enact Section 9-02-11 of the Mandan Code of Ordinances Relating to Meters – Repair and Control. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

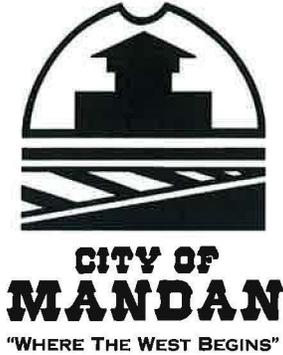
K. OTHER BUSINESS:

Commissioner Laber extended a thank you to City Staff and the Mandan Community for a job well done hosting the Slide the City event in Mandan on August 29, 2015. She extended a thank you to the University of Mary Wrestling Team who were very pleasant to work with and for their efforts and assistance in making the event a success.

There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 6:17 p.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



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 9, 2015
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch
SUBJECT: 2016 Budget

PURPOSES

1. To conduct a Public Hearing to review and discuss the final 2016 Budget.
2. To consider the second and final consideration of Ordinance No. 1215 adopting the 2016 Budget.
3. To consider the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

BACKGROUND

August 18, 2015 – The Board of City Commissioners passed the introduction and first consideration of Ordinance No. 1215 adopting the 2016 Budget.

The following revenue and expenditure adjustments are necessary for the final 2016 Budget:

| | | <u>Revenues</u> | | | | <u>Revenue Budget Adjustments</u> | |
|----------------------------|----|---------------------|--|-------------------------|--|---------------------------------------|--|
| | | | | <u>Fund</u> | | | <u>Description</u> |
| Total (as of August 18) | \$ | 31,864,300 | | | | | |
| | \$ | (35,000) | | General | | | Morton County-LEC |
| | \$ | (2,100) | | BNSF Settlement | | | Rent |
| | \$ | 457,450 | | Solid Waste Utility | | | Recycling Charges |
| | \$ | (11,900) | | Solid Waste Utility | | | Garbage Charges |
| Total (as of September 15) | \$ | <u>32,272,750</u> | | | | | |
| | | <u>Expenditures</u> | | | | <u>Expenditure Budget Adjustments</u> | |
| | | | | <u>Fund</u> | | | <u>Description</u> |
| Total (as of August 18) | \$ | 30,668,500 | | | | | |
| | \$ | 91,950 | | General | | | Police Department-County Communications Center |
| | \$ | (100) | | Water and Sewer Utility | | | Interest-Revenue Bonds |
| | \$ | (57,700) | | Solid Waste Utility | | | Disposal Fees |
| | \$ | 367,750 | | Solid Waste Utility | | | Recycling Fees |
| Total (as of September 15) | \$ | <u>31,070,400</u> | | | | | |

August 28, 2015 – The City published a Notice of Public Hearing of Ordinance No. 1215 adopting the 2016 Budget on September 15, 2015.

October 10, 2015 – Due date for the City to certify a copy of the Levy as adopted and the final Budget to the Morton County Auditor.

ATTACHMENTS

- 2016 Budget Summary
- Notice of Public Hearing
- Ordinance No. 1215
- Certificate of Levy
- Resolution establishing rates and charges for services from the Solid Waste Utility Fund

FISCAL IMPACT

See 2016 Budget Summary

The annual cost for City services for an existing \$250,000 residential home with a valuation increase of 14% and using 8 units of water per month, excluding special assessments:

Property Taxes:

- 2015 Budget = \$844
- 2016 Budget = \$844
- Annual increase = \$0

Utility Bill:

- 2015 Budget = \$922
- 2016 Budget = \$995
- Annual increase = \$73

Total:

- 2015 Budget = \$1,766
- 2016 Budget = \$1,839
- Annual increase = \$73

STAFF IMPACT

None

LEGAL REVIEW

The Budget was prepared in accordance with the Municipal Budget Law (North Dakota Century Code Chapter 40-40) and also with existing City Ordinances, Resolutions, contacts and agreements.

RECOMMENDATIONS

1. To approve the second and final consideration of Ordinance No. 1215 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016, and making the annual tax levy for the year 2015.
2. To approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

SUGGESTED MOTIONS

1. Move to approve the second and final consideration of Ordinance No. 1215 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016, and making the annual tax levy for the year 2015.
2. Move to approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.



**CITY OF
MANDAN**

“WHERE THE WEST BEGINS”

**2016 BUDGET
SUMMARY**

**CITY OF MANDAN
2016 BUDGET
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**CITY OF MANDAN
2016 BUDGET
SUMMARY**

REVENUES:

TAXES:

| | |
|---------------------------|--------------|
| PROPERTY | \$ 3,620,150 |
| 1% CITY SALES | \$ 2,613,100 |
| 0.75% CITY SALES | \$ 1,959,850 |
| 1% RESTAURANT AND LODGING | \$ 406,850 |
| 2% OCCUPANCY | \$ 65,850 |
| OTHER | \$ 140,350 |

LICENSES AND PERMITS:

| | |
|-----------------------------|------------|
| BUILDING INSPECTION PERMITS | \$ 502,000 |
| CABLE TV FRANCHISE FEES | \$ 348,050 |
| BEER AND LIQUOR LICENSES | \$ 91,600 |
| OTHER | \$ 38,700 |

INTERGOVERNMENTAL:

| | |
|--------------------------|--------------|
| STATE AID DISTRIBUTION | \$ 2,290,200 |
| OIL AND GAS IMPACT | \$ 2,155,000 |
| HIGHWAY TAX DISTRIBUTION | \$ 1,373,500 |
| FIRE INSURANCE TAXES | \$ 151,450 |
| OTHER | \$ 275,550 |

CHARGES FOR SERVICES:

| | |
|---|--------------|
| WATER, SEWER, SOLID WASTE, STREET LIGHT UTILITY | \$ 9,943,150 |
| FUEL | \$ 241,700 |
| GRAVE OPENING AND CLOSING | \$ 55,300 |
| OTHER | \$ 187,350 |

FINES AND FORFEITS

\$ 205,550

SPECIAL ASSESSMENTS \$ 5,294,800

LOAN REPAYMENTS \$ 12,000

SALE OF CEMETERY LOTS \$ 28,500

MISCELLANEOUS \$ 272,200

TOTAL BEFORE TRANSFERS \$ 32,272,750

TRANSFERS \$ 4,006,700

TOTAL AFTER TRANSFERS \$ 36,279,450

EXPENDITURES:

SALARIES AND BENEFITS \$ 10,286,100

OPERATIONS AND MAINTENANCE:

PROFESSIONAL FEES AND SERVICES \$ 2,635,850

INSURANCE \$ 160,050

RENTALS \$ 22,150

TRAVEL AND TRAINING \$ 68,900

UTILITIES \$ 921,400

PUBLISHING AND PRINTING \$ 87,600

DUES AND MEMBERSHIPS \$ 26,300

SUPPLIES AND MAINTENANCE \$ 1,166,300

REPAIRS AND MAINTENANCE \$ 874,300

CITY SHARE OF SPECIAL ASSESSMENTS \$ 106,550

DEBT SERVICE-CHARGES AND FEES \$ 178,450

MISCELLANEOUS \$ 68,050

SUBSIDIES \$ 1,202,150

DEBT SERVICE-PRINCIPAL AND INTEREST \$ 8,928,050

BANK OF ND-ESCROW AGENT (0.75% CITY SALES TAX) \$ 1,959,850

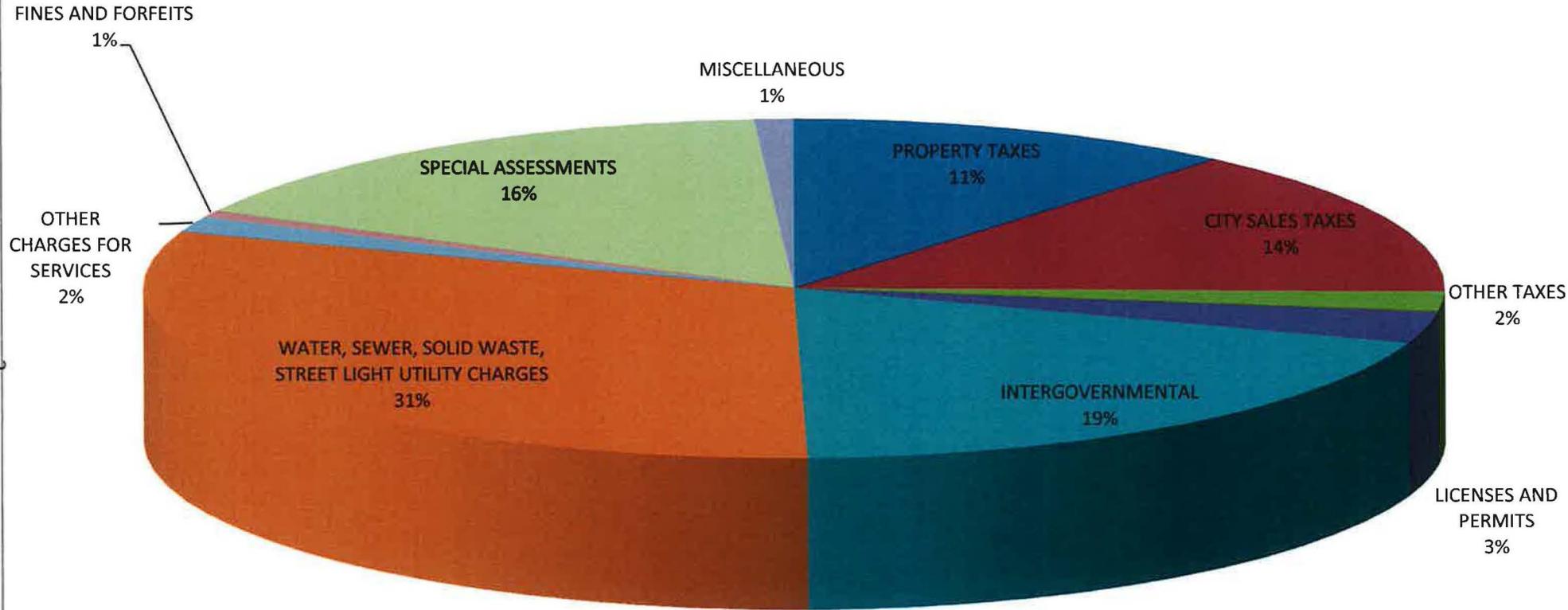
CAPITAL OUTLAY \$ 2,378,350

TOTAL BEFORE TRANSFERS \$ 31,070,400

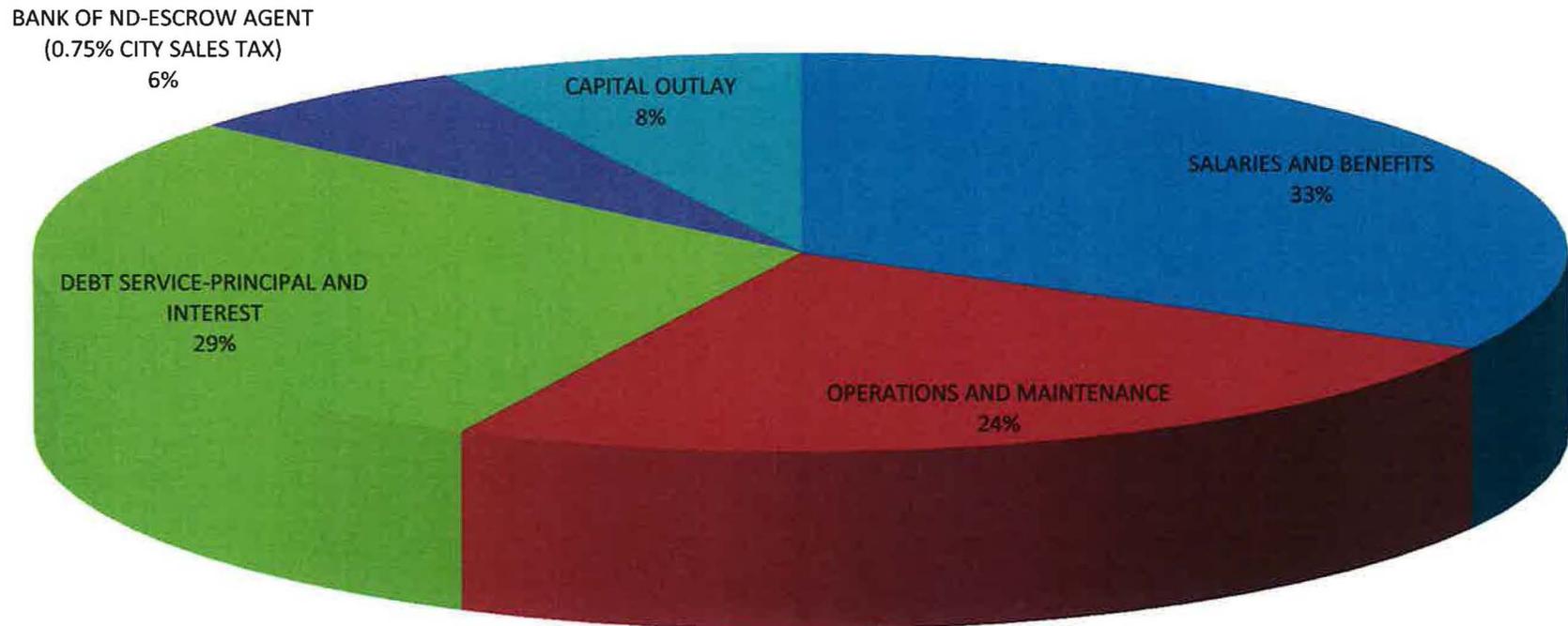
TRANSFERS \$ 4,006,700

TOTAL AFTER TRANSFERS \$ 35,077,100

CITY OF MANDAN 2016 BUDGET REVENUES



CITY OF MANDAN 2016 BUDGET EXPENDITURES



**CITY OF MANDAN
2016 BUDGET
ESTIMATED FUND BALANCES**

| FUND | ACTUAL FUND BALANCE 1-1-2015 | REVISED 2015 BUDGET REVENUES | REVISED 2015 BUDGET EXPENDITURES | ESTIMATED FUND BALANCE 12-31-2015 | 2016 BUDGET REVENUES | 2016 BUDGET EXPENDITURES | ESTIMATED FUND BALANCE 12-31-2016 |
|---|---------------------------------------|---------------------------------------|---|--|----------------------------|--------------------------------|--|
| GENERAL | \$ 5,299,334 | \$ 10,032,450 | \$ 11,058,450 | \$ 4,273,333.91 | \$ 10,550,600 | \$ 11,048,350 | \$ 3,775,584 |
| HIGHWAY DISTRIBUTION | \$ 418,297 | \$ 1,359,950 | \$ 1,778,200 | \$ 47.26 | \$ 1,373,500 | \$ 1,373,500 | \$ 47 |
| HUB CITY | \$ - | \$ 718,300 | \$ - | \$ 718,300.00 | \$ 2,155,000 | \$ 193,200 | \$ 2,680,100 |
| CITY'S SHARE OF SPECIAL ASSESSMENTS | \$ 192,474 | \$ 112,650 | \$ 119,950 | \$ 185,173.75 | \$ 107,900 | \$ 124,350 | \$ 168,724 |
| CEMETERY | \$ 33,299 | \$ 1,004,150 | \$ 1,011,150 | \$ 26,299.06 | \$ 222,400 | \$ 221,650 | \$ 27,049 |
| CITY VISITORS' PROMOTION | \$ 30,360 | \$ 65,850 | \$ 59,300 | \$ 36,909.84 | \$ 65,850 | \$ 59,300 | \$ 43,460 |
| ALARM-EQUIPMENT RESERVE | \$ 71,240 | \$ 19,700 | \$ 19,300 | \$ 71,639.50 | \$ 19,700 | \$ 9,450 | \$ 81,890 |
| 1% CITY SALES TAX | \$ 2,602,650 | \$ 2,619,100 | \$ 3,006,800 | \$ 2,214,949.72 | \$ 2,619,100 | \$ 2,685,800 | \$ 2,148,250 |
| PUBLIC TRANSPORTATION SYSTEM | \$ - | \$ 115,800 | \$ 115,800 | \$ - | \$ 138,500 | \$ 138,500 | \$ - |
| 0.75% CITY SALES TAX | \$ - | \$ 489,950 | \$ 489,950 | \$ - | \$ 1,959,850 | \$ 1,959,850 | \$ - |
| FIRE EQUIPMENT RESERVE | \$ 264,515 | \$ 220,000 | \$ 54,150 | \$ 430,364.53 | \$ 151,450 | \$ 176,050 | \$ 405,765 |
| MANDAN GROWTH | \$ 806,942 | \$ 283,950 | \$ 574,900 | \$ 515,991.73 | \$ 273,900 | \$ 209,100 | \$ 580,792 |
| POLICE EQUIPMENT RESERVE | \$ 52,180 | \$ 20,000 | \$ 18,750 | \$ 53,429.81 | \$ - | \$ 25,750 | \$ 27,680 |
| BNSF SETTLEMENT | \$ 486,921 | \$ 2,400 | \$ 14,250 | \$ 475,070.68 | \$ 2,400 | \$ 3,550 | \$ 473,921 |
| MANDAN SUPPLEMENTAL ENVIRONMENTAL PROJECTS TRUST | \$ 1,578,781 | \$ 3,150 | \$ 1,950 | \$ 1,579,980.67 | \$ 3,150 | \$ 1,950 | \$ 1,581,181 |
| HEALTH AND SAFETY | \$ (123,652) | \$ 37,450 | \$ 39,650 | \$ (125,851.88) | \$ 34,200 | \$ 39,650 | \$ (131,302) |
| MANDAN COMMUNITY CENTER REVENUE BONDS | \$ 141,500 | \$ 141,100 | \$ 141,100 | \$ 141,500.00 | \$ 141,650 | \$ 141,650 | \$ 141,500 |
| LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATIONS BONDS | \$ 34,194 | \$ 67,950 | \$ 61,950 | \$ 40,194.10 | \$ 71,400 | \$ 65,450 | \$ 46,144 |
| REFUNDING IMPROVEMENT BONDS | \$ 5,753,173 | \$ 9,544,700 | \$ 10,622,000 | \$ 4,675,873.37 | \$ 5,271,200 | \$ 6,065,800 | \$ 3,881,273 |
| CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION | \$ 819,412 | \$ 419,300 | \$ 298,550 | \$ 940,161.81 | \$ 419,300 | \$ 164,300 | \$ 1,195,162 |

**CITY OF MANDAN
2016 BUDGET
ESTIMATED FUND BALANCES**

| FUND | ACTUAL FUND BALANCE 1-1-2015 | REVISED 2015 BUDGET REVENUES | REVISED 2015 BUDGET EXPENDITURES | ESTIMATED FUND BALANCE 12-31-2015 | 2016 BUDGET REVENUES | 2016 BUDGET EXPENDITURES | ESTIMATED FUND BALANCE 12-31-2016 |
|-------------------------|---------------------------------------|---------------------------------------|---|--|----------------------------|--------------------------------|--|
| WATER AND SEWER UTILITY | \$ 3,971,513 | \$ 7,546,850 | \$ 7,219,700 | \$ 4,298,663.10 | \$ 7,445,850 | \$ 7,373,600 | \$ 4,370,913 |
| SOLID WASTE UTILITY | \$ 1,822,842 | \$ 1,582,500 | \$ 2,099,700 | \$ 1,305,642.40 | \$ 2,222,650 | \$ 2,047,400 | \$ 1,480,892 |
| STREET LIGHT UTILITY | \$ 198,638 | \$ 492,950 | \$ 424,450 | \$ 267,137.66 | \$ 481,250 | \$ 464,850 | \$ 283,538 |
| CITY SHOP | \$ (10,572) | \$ 373,250 | \$ 362,650 | \$ 27.73 | \$ 411,900 | \$ 411,900 | \$ 28 |

**CITY OF MANDAN
2016 BUDGET**

| | <u>GENERAL FUND</u> | <u>CEMETERY FUND</u> | <u>MANDAN GROWTH FUND</u> | <u>CITY SHOP FUND</u> |
|---|----------------------------|--------------------------|-----------------------------------|-------------------------------|
| FUND BALANCE-DECEMBER 31, 2015 | \$ 4,273,334 | \$ 26,299 | \$ 515,991 | \$ - |
| REVENUES | \$ 10,550,600 | \$ 222,400 | \$ 273,900 | \$ 411,900 |
| EXPENDITURES | <u>\$ 10,550,600</u> | <u>\$ 221,650</u> | <u>\$ 209,100</u> | <u>\$ 363,900</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | <u>\$ -</u> | <u>\$ 750</u> | <u>\$ 64,800</u> | <u>\$ 48,000</u> |
| CAPITAL LEASES AND CAPITAL OUTLAY | <u>\$ (497,750)</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ (48,000)</u> |
| INCREASE (DECREASE) IN FUND BALANCE | <u>\$ (497,750)</u> | <u>\$ 750</u> | <u>\$ 64,800</u> | <u>\$ -</u> |
| FUND BALANCE-DECEMBER 31, 2016 | <u><u>\$ 3,775,584</u></u> | <u><u>\$ 27,049</u></u> | <u><u>\$ 580,791</u></u> | <u><u>\$ -</u></u> |
| <u>FUND BALANCE-DECEMBER 31, 2016</u> | | | | |
| RESERVED | \$ 1,793,602 | \$ 27,039 | | |
| UNRESERVED | \$ 1,981,982 | \$ 10 | | |
| BUSINESS AND ECONOMIC DEVELOPMENT | | | \$ 580,791 | |
| TOTAL | <u><u>\$ 3,775,584</u></u> | <u><u>\$ 27,049</u></u> | <u><u>\$ 580,791</u></u> | <u><u>\$ -</u></u> |

**CITY OF MANDAN
2016 BUDGET**

| | WATER & SEWER UTILITY FUND | SOLID WASTE UTILITY FUND | STREET LIGHT UTILITY FUND |
|---|---|---|--|
| FUND BALANCE-DECEMBER 31, 2015 | \$ 4,298,663 | \$ 1,305,642 | \$ 267,138 |
| REVENUES | \$ 7,445,850 | \$ 2,222,650 | \$ 481,250 |
| EXPENSES | \$ 6,197,650 | \$ 1,939,150 | \$ 375,850 |
| EXCESS OF REVENUES OVER (UNDER) EXPENSES | \$ 1,248,200 | \$ 283,500 | \$ 105,400 |
| CAPITAL LEASES AND CAPITAL OUTLAY | \$ (1,175,950) | \$ (108,250) | \$ (89,000) |
| INCREASE (DECREASE) IN FUND BALANCE | \$ 72,250 | \$ 175,250 | \$ 16,400 |
| FUND BALANCE-DECEMBER 31, 2016 | <u>\$ 4,370,913</u> | <u>\$ 1,480,892</u> | <u>\$ 283,538</u> |
| <u>FUND BALANCE-DECEMBER 31, 2016</u> | | | |
| RESERVED | \$ 887,500 | \$ 484,788 | \$ 93,963 |
| CAPITAL IMPROVEMENT | \$ 1,242,110 | | \$ 189,575 |
| REVENUE BONDS | \$ 2,241,303 | | |
| LANDFILL AND TRANSFER STATION | | \$ 996,104 | |
| TOTAL | <u>\$ 4,370,913</u> | <u>\$ 1,480,892</u> | <u>\$ 283,538</u> |

**CITY OF MANDAN
2016 BUDGET
MONTHLY UTILITY BILL**

RESIDENTIAL HOME USING 800 CUBIC FEET OR 8 UNITS OF WATER

| | 2015 | 2016 |
|-----------------------------------|------------------------|------------------------|
| | <u>BUDGET</u> | <u>BUDGET</u> |
| WATER-BASE CHARGE | \$ 15.17 | \$ 15.17 |
| WASTEWATER-BASE CHARGE | \$ 9.78 | \$ 9.78 |
| WATER-USAGE CHARGE | \$ 22.40 | \$ 22.40 |
| WASTEWATER-USAGE CHARGE | \$ 12.80 | \$ 12.80 |
| STORMWATER-BASE CHARGE | \$ 2.00 | \$ 2.00 |
| SOLID WASTE HAULING-BASE CHARGE | \$ 10.05 | \$ 10.90 |
| SOLID WASTE RECYCLING-BASE CHARGE | \$ 0.20 | \$ 5.50 |
| STREET LIGHTS-BASE CHARGE | \$ 4.40 | \$ 4.40 |
| TOTAL | <u>\$ 76.80</u> | <u>\$ 82.95</u> |

**CITY OF MANDAN
2016 BUDGET
MILL LEVY AND PROPERTY TAXES**

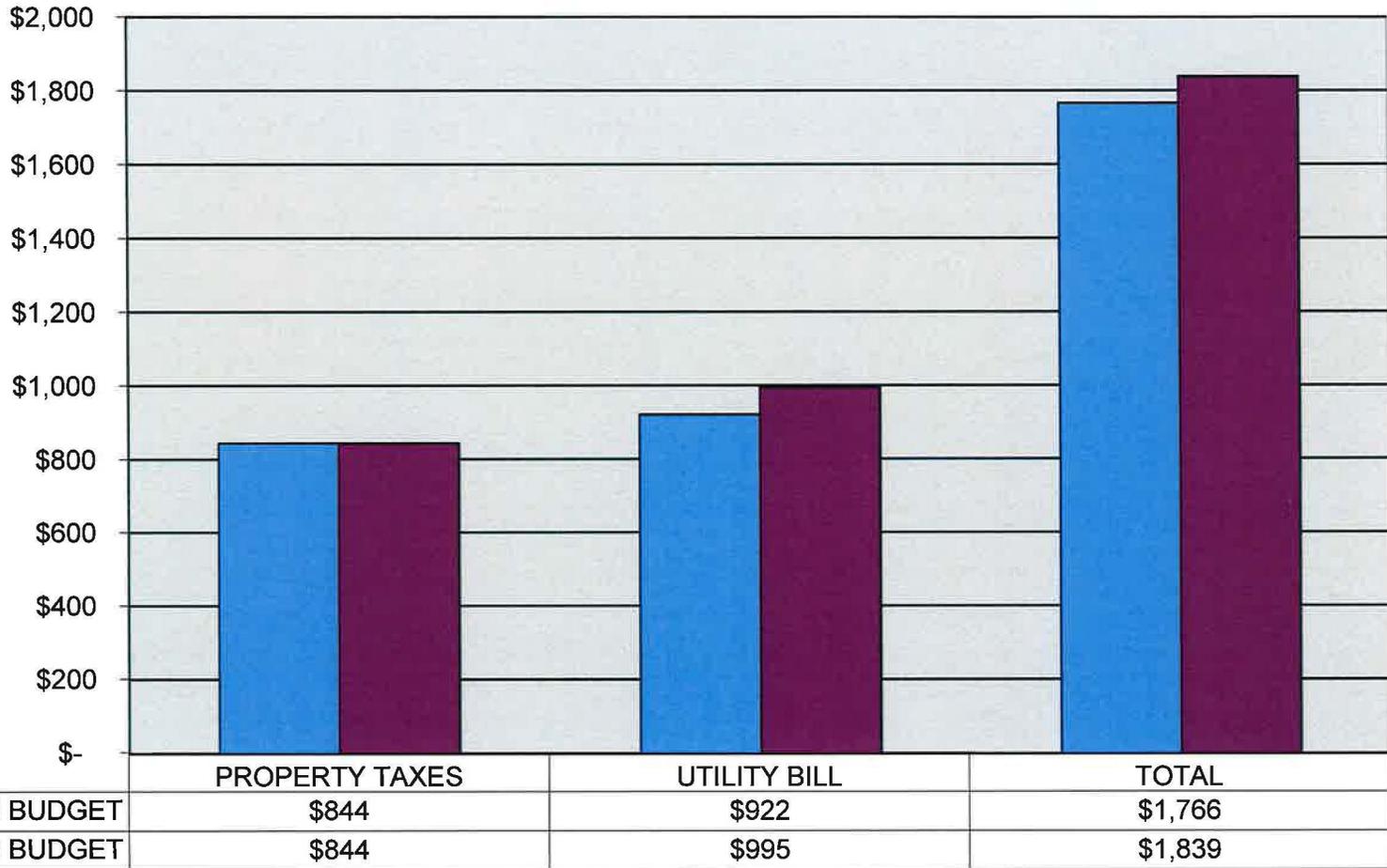
| FUND | MILL LEVY | PROPERTY TAXES |
|-------------------------------------|--------------|---------------------|
| GENERAL | 47.89 | \$ 3,311,790 |
| SPECIAL REVENUE: | | |
| CITY'S SHARE OF SPECIAL ASSESSMENTS | 1.54 | \$ 106,550 |
| CEMETERY | 2.00 | \$ 138,308 |
| PUBLIC TRANSPORTATION SYSTEM | 2.00 | \$ 138,308 |
| DEBT SERVICE: | | |
| GENERAL OBLIGATION BONDS: | | |
| LIBERTY MEMORIAL BRIDGE | 1.02 | \$ 70,681 |
| REFUNDING IMPROVEMENT BONDS: | | |
| STREET IMPROVEMENT DISTRICT #145 | 0.48 | \$ 33,508 |
| STREET IMPROVEMENT DISTRICT #148 | 0.17 | \$ 11,564 |
| MANDAN AIRPQRT AUTHORITY | 4.00 | \$ 276,616 |
| MORTON MANDAN PUBLIC LIBRARY | 7.00 | \$ 484,079 |
| TOTAL | <u>66.10</u> | <u>\$ 4,571,404</u> |

**CITY OF MANDAN
2016 BUDGET
PROPERTY TAXES**

EXISTING RESIDENTIAL PROPERTY VALUED AT \$250,000

| | <u>2015 BUDGET</u> | <u>2016 BUDGET</u> |
|--|-------------------------------|-------------------------------|
| TRUE AND FULL VALUE | \$ 250,000 | \$ 250,000 |
| COUNTY BOARD OF EQUALIZATION AVERAGE INCREASE % | | 14% |
| COUNTY BOARD OF EQUALIZATION AVERAGE INCREASE \$ | | <u>\$ 33,750</u> |
| ADJUSTED TRUE AND FULL VALUE | | \$ 283,750 |
| ASSESSED VALUATION-50% OF TRUE AND FULL VALUE | \$ 125,000 | \$ 141,875 |
| TAXABLE VALUATION-9% OF ASSESSED VALUATION | \$ 11,250 | \$ 12,769 |
| TAXABLE VALUATION | \$ 11,250 | \$ 12,769 |
| X MILL LEVY | 75.03 | 66.10 |
| TOTAL PROPERTY TAXES | <u>\$ 844</u> | <u>\$ 844</u> |

ANNUAL COST FOR CITY SERVICES



**EXISTING \$250,000 RESIDENTIAL HOME
(WITH A VALUATION INCREASE OF 14% AND USING 8 UNITS OF WATER PER MONTH,
EXCLUDING SPECIAL ASSESSMENTS)**

**NOTICE OF FILING OF THE CITY OF MANDAN, NORTH DAKOTA
PRELIMINARY 2016 BUDGET AND HEARING THEREON**

Notice is hereby given the preliminary budget of the City of Mandan, North Dakota, for the calendar year ending December 31, 2016 is on file in the Finance Office and is available for review upon request. The Board of City Commissioners of said City will meet on Tuesday, September 15, 2015 at 6:00 p.m. in the Ed "BOSH" Froehlich Meeting Room of the Mandan City Hall, 205 2nd Avenue NW, Mandan, North Dakota, for the purpose of adopting the final budget and making the annual tax levy. The Board of City Commissioners will hold a public hearing at such time any citizen may appear and discuss with said Board any item of proposed expenditures or expenses or may object to any item or amounts, or may file written comments relative to the proposed expenditures or expenses.

The total proposed expenditures or expenses provided for in such preliminary budget are as follows:

| | |
|--|--------------|
| General Fund | \$11,048,350 |
| Highway Distribution Fund | 1,373,500 |
| Hub City Fund | 193,200 |
| City's Share of Special Assessments Fund | 124,350 |
| Cemetery Fund | 221,650 |
| City Visitors' Promotion Fund | 59,300 |
| Alarm-Equipment Reserve Fund | 9,450 |
| 1% City Sales Tax Fund | 2,685,800 |
| Public Transportation System Fund | 138,500 |
| 0.75% City Sales Tax Fund | 1,959,850 |
| Fire Equipment Reserve Fund | 176,050 |
| Mandan Growth Fund | 209,100 |
| Police Equipment Reserve Fund | 25,750 |
| BNSF Settlement Fund | 3,550 |
| Mandan SEP Trust Fund | 1,950 |
| Downtown Redevelopment Fund | 72,150 |
| Health and Safety Fund | 39,650 |
| Mandan Community Center Revenue Bonds of 2005 Fund | 141,650 |
| Liberty Memorial Bridge General Obligations Bonds Fund | 65,450 |
| Refunding Improvement Bonds Fund | 6,065,800 |
| City Visitors' Promotion Capital Construction Fund | 164,300 |
| Water and Sewer Utility Fund | 7,373,600 |
| Solid Waste Utility Fund | 2,047,400 |
| Street Light Utility Fund | 464,850 |
| City Shop Fund | 411,900 |
| | |
| Morton Mandan Public Library-General Fund | 761,576 |
| Mandan Airport Authority | 2,081,560 |

Greg Welch, Finance Director
Dated: August 28, 2015

ORDINANCE NO. 1215

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2015.

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

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2016, and ending December 31, 2016.

| | |
|--|--------------|
| General Fund | \$11,048,350 |
| Highway Distribution Fund | 1,373,500 |
| Hub City Fund | 193,200 |
| City's Share of Special Assessments Fund | 124,350 |
| Cemetery Fund | 221,650 |
| City Visitors' Promotion Fund | 59,300 |
| Alarm-Equipment Reserve Fund | 9,450 |
| 1% City Sales Tax Fund | 2,685,800 |
| Public Transportation System Fund | 138,500 |
| 0.75% City Sales Tax Fund | 1,959,850 |
| Fire Equipment Reserve Fund | 176,050 |
| Mandan Growth Fund | 209,100 |
| Police Equipment Reserve Fund | 25,750 |
| BNSF Settlement Fund | 3,550 |
| Mandan SEP Trust Fund | 1,950 |
| Downtown Redevelopment Fund | 72,150 |
| Health and Safety Fund | 39,650 |
| Mandan Community Center Revenue Bonds of 2005 Fund | 141,650 |
| Liberty Memorial Bridge General Obligations Bonds Fund | 65,450 |
| Refunding Improvement Bonds Fund | 6,065,800 |
| City Visitors' Promotion Capital Construction Fund | 164,300 |
| Water and Sewer Utility Fund | 7,373,600 |
| Solid Waste Utility Fund | 2,047,400 |
| Street Light Utility Fund | 464,850 |
| City Shop Fund | 411,900 |
| Morton Mandan Public Library | 798,567 |
| Mandan Airport Authority | 2,081,560 |

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2015 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

| | |
|--|-------------|
| General Fund | \$3,311,790 |
| City's Share of Special Assessments Fund | 106,550 |
| Cemetery Fund | 138,308 |
| Public Transportation System Fund | 138,308 |
| General Obligation Bonds Fund: | |
| Liberty Memorial Bridge | 70,681 |
| Refunding Improvement Bonds Fund: | |
| Street Improvement District #145 | 33,508 |
| Street Improvement District #148 | 11,564 |
| Mandan Airport Authority | 276,616 |
| Morton Mandan Public Library | 484,079 |

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: August 18, 2015
Second Consideration: September 15, 2015
Final Passage and Adoption: September 15, 2015

CITY OF MANDAN, NORTH DAKOTA
Annual Budget for the Year Ended December 31, 2016
CERTIFICATE OF LEVY

COUNTY AUDITOR
COUNTY OF MORTON

You are hereby notified on the 15th day of September, 2015, the governing body of the City of Mandan, North Dakota, levied a tax of \$4,571,404, upon all the taxable property in the City for the calendar year ended December 31, 2016, which levy is itemized as follows:

| <u>FUND</u> | <u>AMOUNT LEVIED</u> |
|-------------------------------------|---------------------------------|
| General | \$3,311,790 |
| City's Share of Special Assessments | 106,550 |
| Cemetery | 138,308 |
| Public Transportation System | 138,308 |
| General Obligation Bonds: | |
| Liberty Memorial Bridge | 70,681 |
| Refunding Improvement Bonds: | |
| Street Improvement District #145 | 33,508 |
| Street Improvement District #148 | 11,564 |
| Mandan Airport Authority | 276,616 |
| Morton Mandan Public Library | <u>484,079</u> |
| TOTAL AMOUNT LEVIED | <u>\$4,571,404</u> |

You will duly enter tax upon the County tax list for collection upon the taxable property of the City of Mandan, North Dakota, for the ensuing year. Dated at Mandan, North Dakota this 15th day of September, 2015.

City Administrator

**RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE
SOLID WASTE UTILITY FUND**

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Municipal Code, that the following rates and charges are hereby established for services from the Solid Waste Utility Fund:

- 1) Residential area. For garbage and rubbish collection and disposal services for residential areas, there shall be a charge of ~~\$40.05~~ \$10.90 per month, per family living unit. Residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged \$45.00 per ton. For curbside recycling collection and disposal services for residential areas, there shall be a charge of \$5.50 per month, per family living unit.
- 2) Non-residential area. For garbage and rubbish disposal services for non-residential establishments, there shall be a charge of \$45.00 per ton. Non-residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged a minimum of \$7.00.

| | | |
|---|-----------------|-------------------------------------|
| 3) <u>Other disposal charges:</u> | <u>Resident</u> | <u>Commercial/ Non-resident</u> |
| a) Major appliances and furniture | \$7.00 | \$10.00 |
| b) Refrigerated appliances | \$20.00 | \$25.00 |
| c) Tires: | | |
| Auto | \$2.00 | \$4.00 |
| Truck | \$5.00 | \$7.00 |
| Tractor | \$10.00 | \$15.00 |
| d) Minimum charge (includes scale usage) | \$3.00 | \$5.00 |
| e) Minimum monthly charge for services billed on account (includes scale usage) | \$5.00 | \$5.00 |
| f) Untarped and unsecured garbage | \$20.00 | \$20.00 |

Grass clippings and leaves are exempt from all charges.

- 4) Inert materials. For disposal of inert materials there shall be a charge of \$15.00 per ton for Mandan Residents and \$30.00 per ton for Commercial and Non-Residents. Inert materials shall be materials so defined by the North Dakota State Department of Health including trees, lumber, demolition lumber, wooden furniture, metal, bricks, concrete, bottom ash from coal fired boilers and asphalt roofing. For separated, burnable wood materials there shall be a charge of \$15.00 per ton for Commercial and Non-Residents, this does not include painted, stained or sealed wood or railroad ties.
- 5) No motor vehicle bodies or dangerous, flammable or hazardous material may be deposited at the Mandan Municipal Landfill Facility.

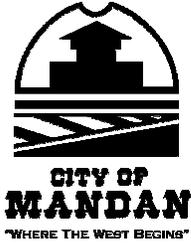
BE IT FURTHER RESOLVED that the rates and charges for services from the Solid Waste Utility Fund shall be effective as of the first billing after January 1, 2016 for Utility services and as of October 1, 2014 for Landfill services.

Dated this 15th day of September, 2015.

President, Board of City Commissioners

Attest:

City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval replat of Lot 6, Block 2, of Replat of Bridgeview Bay Addition

STATEMENT/PURPOSE:

Request is to split the lot.

BACKGROUND/ALTERNATIVES:

Each new lot will exceed 6,000 square feet. This property is zoned RM that allows up to 3 dwelling units on a greater than 6,000 square foot lot.

The original plat had 2 lots in this area and two sanitary sewer services were provided when the area was developed. The waterline is in the boulevard on this side of the right-of-way and two water services were provided. Connection of water and sanitary sewer lines must be coordinated with Public Works.

The final fully executed plat must conform to county requirements for recording.

ATTACHMENTS:

1. Subdivision Location Map
2. Draft Plat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

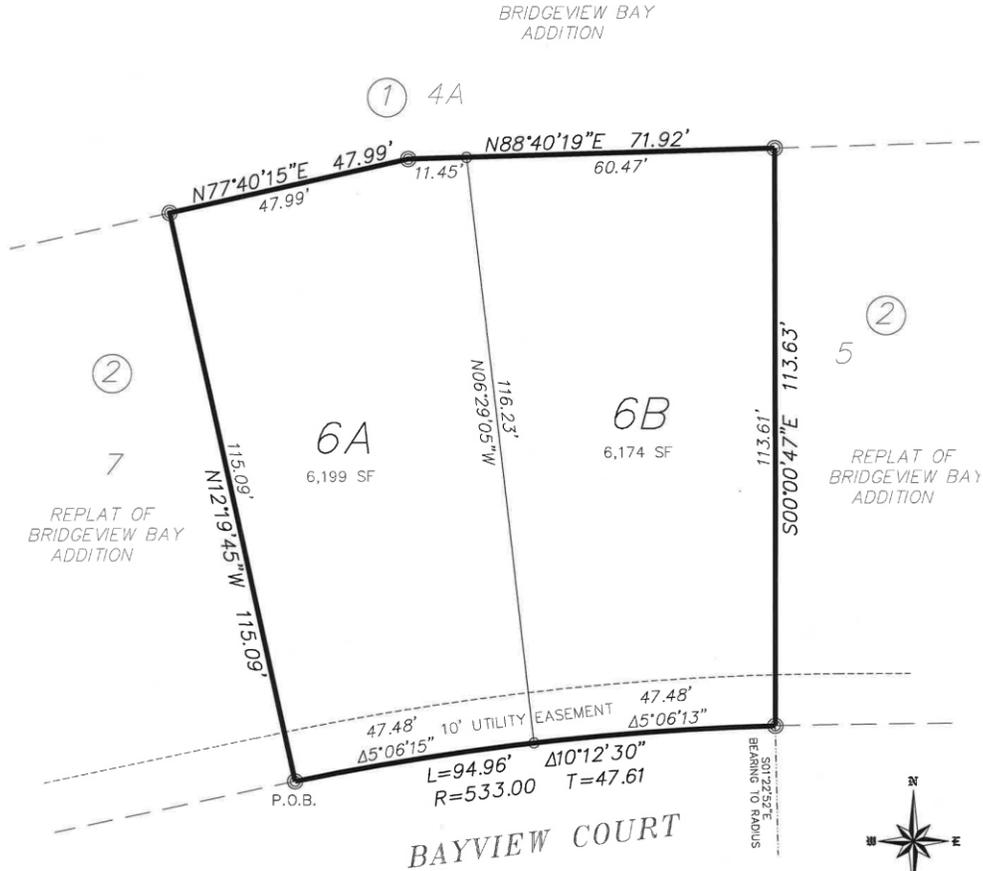
Recommend approval.

SUGGESTED ACTION:

Move to approve replat of Lot 6, Block 2, of Replat of Bridgeview Bay Addition



**REPLAT OF LOT 6 BLOCK 2
 OF REPLAT OF BRIDGEVIEW BAY ADDITION
 TO THE CITY OF
 MANDAN, MORTON COUNTY, NORTH DAKOTA**



DESCRIPTION

REPLAT OF LOT 6, BLOCK 2, OF REPLAT OF BRIDGEVIEW BAY ADDITION, TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE NORTH 12 DEGREES 18 MINUTES 45 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 115.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, THENCE NORTH 77 DEGREES 40 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 47.99 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 19 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 71.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, THENCE SOUTH 05 DEGREES 09 MINUTES 05 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 113.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, THENCE SOUTHWESTERLY, AND TO THE LEFT, ALONG THE SOUTH LINE OF SAID LOT 6, ON A 500.00 FOOT RADIUS CURVE, THE RADIUS OF WHICH BEARS SOUTH 22 DEGREES 22 MINUTES 52 SECONDS EAST, AN ARC LENGTH OF 94.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT CONTAINS 0.28 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

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

STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH) SS EMERSON, HAGEN & CO., P.C. TERRY BALTZER
 REGISTERED LAND SURVEYOR
 BISMARCK, NORTH DAKOTA 58004 R.L. REGISTRATION NO. 3399

ON THIS DAY OF 2015, BEFORE ME PERSONALLY APPEARED TERRY BALTZER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DAVID & ANGELA COLLINS, BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT FOREGOING EASEMENT TO BE SURVEYED AND PLATTED AS REPLAT OF LOT 6 BLOCK 2 OF REPLAT OF BRIDGEVIEW BAY ADDITION, MANDAN, MORTON COUNTY, NORTH DAKOTA.

THEY ALSO DEDICATE EASEMENTS TO THE CITY OF MANDAN TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES OR ON UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

STATE OF NORTH DAKOTA)
 COUNTY OF) SS

DAVID COLLINS 2004 47th Ave S FARGO, ND 58104
 ANGELA COLLINS 2004 47th Ave S FARGO, ND 58104

ON THIS DAY OF 2015, BEFORE ME PERSONALLY APPEARED DAVID AND ANGELA COLLINS, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

APPROVAL OF BOARD OF CITY COMMISSIONERS

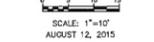
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DESIGNATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF MANDAN,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

WHEREAS THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE DAY OF 2015.

ARVIN VANDEK-MAYOR ATTEST: AN REUSELER
 CITY ADMINISTRATOR

APPROVAL OF

I, HEREBY APPROVE "REPLAT OF LOT 6 BLOCK 2 OF REPLAT OF BRIDGEVIEW BAY ADDITION", MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.



MONUMENT TO BE SET
 MONUMENT IN PLACE

NOTES

BASE OF BEARING: NORTH DAKOTA STATE PLANE, SOUTHERN ZONE
 BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METRICSD OF MEASUREMENTS.

CURRENT FLOODPLAIN:

FIRM PANEL: 504 W 1274
 COMMUNITY PANEL NUMBER: 300200000
 EFFECTIVE DATE: APRIL 19, 2005
 100 YR. FLOODPLAIN: 1537.00 (DAVID 1988)





Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 8, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director
PRESENTER: Jeff Wright
SUBJECT: Consider AE2S Engineering Agreement for Services for the FEMA approved Emergency Generator Project.

STATEMENT/PURPOSE: To hire the AE2S for their Engineering Services for the installation of the emergency generator near the Plainview Heights water reservoir to provide emergency power for the water pump station and the 911 Communications Tower located on site.

BACKGROUND/ALTERNATIVES: This project has been a work in progress for a few years now, our initial application for the project was put on hold waiting for the Morton County Hazard Mitigation plan to be upgraded and submitted for approval. Upon the plan completion and acceptance we found out the old application was outdated and needed to be resubmitted, which we finally did and the project was accepted and eligible for FEMA funding of 75%, State funding of 10% and local funding of only 15% of the project. AE2S has already assisted in putting together cost estimates, putting together the generator specifications, and site design for the application process, these prior efforts will give them a head start in proceeding to prepare the bidding documentation and perform the construction services for the project. We feel this is a great cost savings to the City.

ATTACHMENTS: Contract for Engineering Services

FISCAL IMPACT: The cost of the Engineering Services for this project is not to exceed \$51,500 and is eligible for the FEMA funding.

STAFF IMPACT: Minimal.

LEGAL REVIEW: Attorney Brown has reviewed and has no issues.

RECOMMENDATION: We recommend hiring AE2S to perform the Engineering Services for the above referenced project.

SUGGESTED MOTION: Move to hire AE2S to perform the Engineering Services for the above referenced project.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 15, 2015 (“Effective Date”) between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 (“OWNER”) and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 (“ENGINEER”).

OWNER intends to construct the following improvements: **Mandan South Side Pump Station – Emergency Generator Project** (“Project”) for the City of Mandan, as further described in Exhibit E. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 30 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, Construction and Post-Construction, and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum

rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

G. *Adjustment of ENGINEER's Compensation:* If it becomes apparent to ENGINEER that the amount estimated in paragraph C4.01.A in Exhibit C will be

exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter, OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. **Not Used.**

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by

Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition).

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design or Bidding and Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and

waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at

OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

B. **Not Used.**

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. **Not Used.**

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of North Dakota.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

Not Used.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors,

partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.12 Limits of Liability

A. To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants, and any of them, to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or a warranty express or implied, of ENGINEER or ENGINEER's officers, directors, partners,

employees, agents, or ENGINEER's Consultants, or any of them (hereafter "OWNER's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER or ENGINEER's insurers in settlement or satisfaction of OWNER's Claims under the terms of conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

B. To the fullest extent permitted by law, and notwithstanding any other provision of the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants shall not be liable to OWNER or anyone claiming by, through, or under OWNER for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants.

6.13 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.15 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.16 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it

affect the enforceability of that provision or of the remainder of this Agreement.

6.17 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form

and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in

accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. PCB's--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of seven pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of two pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of one page and Appendix 1 to Exhibit C, "2015 Hourly Fee and Expense Schedule" consisting of two pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of four pages.

E. Exhibit E, "Project Description", consisting of two pages.

F. Exhibit F, **Not Used.**

G. Exhibit G, **Not Used.**

H. Exhibit H, **Not Used.**

I. Exhibit I, **Not Used.**

J. Exhibit J, **Not Used.**

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Jim Neubauer (City of Mandan)

By: _____

Title: City Administrator

Date Signed: _____

ENGINEER:

Brett M. Jochim, PE (AE2S)

By: _____

Title: Chief Operating Officer

Date Signed: _____

ATTEST: _____

Name: Justin Froseth

Title: Director of Planning and Engineering

ATTEST: _____

Name: Kenneth J. Weber, PE

Title: Project Manager

Address for giving notices:

City of Mandan

205 2nd Avenue NW

Mandan, ND 58554-3125

Address for giving notices:

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street, Suite 301

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

Jeffrey Wright

Title: Public Works Director

Phone Number: (701) 667-3240

Facsimile Number: (701) 667-3203

E-Mail Address: jwright@cityofmandan.com

Designated Representative (paragraph 6.02.A):

Laith D. Hintz, PE

Title: Project Engineer

Phone Number: (701)221-0530

Facsimile Number: (701)221-0531

E-Mail Address: laith.hintz@ae2s.com

This is **EXHIBIT A**, consisting of seven pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated September 15, 2015.

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase* – **Not Used.**

A1.02 *Preliminary Design Phase* – **Not Used.**

A1.03 *Design Phase*

A. ENGINEER shall:

1. Arrange and conduct a maximum of one meeting with the OWNER to further define the intended improvements as generally described in the Agreement.

2. Obtain required data and measurements for improvements included as part of this Agreement.

3. On the basis of the authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

4. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

5. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

6. Perform or provide the following additional Final Design Phase tasks or deliverables: None identified on the Effective Date of this Agreement.

7. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate.

8. Prepare and submit three final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).

D. ENGINEER's services under the Design Phase will be considered complete on the date when the submittals required by paragraph A1.03 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Costs as determined in the Design Phase, and upon authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conferences, if any.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None identified on the Effective Date of this Agreement.
5. Attend the Bid openings, prepare bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* **Not Used.**
4. *Pre-Construction Conference.* Participate in Pre-Construction Conferences prior to commencement of Work at the Sites.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and take appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.01.A.13 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of

determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver written notice of such to OWNER and Contractor if requested in writing to do so.

17. *Additional Tasks.*
a. **Not Used.**

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase –*

A. Upon authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

2. Provide assistance in connection with the testing and adjusting Project Work.

3. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

4. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

5. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 *Additional Services Requiring OWNER's Authorization*

A. If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Construction Contract completion dates.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. **Not Used.**
19. Preparation of operation and maintenance manuals beyond what is provided by the Contractor.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Providing in company with OWNER or OWNER's representative, an inspection of the Project after the Correction Period to ascertain whether any portion of the Work is subject to warranty.

This is **EXHIBIT B**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated September 15, 2015.

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. OWNER designated Construction Manager: **Not Used.**

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other Project related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory, as Owner deems necessary to perform additional inspections, tests, and approvals of Samples, materials, and equipment, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B.2.01.O and P.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraph B.2.01.O. and P.

R. Perform or provide the following additional services: None identified on the Effective Date of this Agreement.

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated September 15, 2015.

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services*

A. OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C4.01 is \$51,500.00 based on the following assumed distribution of compensation.

| | |
|-----------------------------|--------------|
| a. Construction Engineering | \$ 41,500.00 |
| b. Funding Assistance | \$ 10,000.00 |

Services listed above as TBD are To Be Determined after Bidding Phase. At that time the agreement will be amended accordingly

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by OWNER.

5. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to ENGINEER.

C4.02 *For Additional Services Requiring OWNER's Authorization in Advance*

A. OWNER shall pay ENGINEER for services and reimbursable expenses for Additional Services set forth in Article A2.01 per the Hourly Fee and Expense Schedule included in Appendix 1 of Exhibit C.

C4.03 *For Required Additional Services*

Not Used.

This is **Appendix 1 to EXHIBIT C**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated September 15, 2015.

2015 Hourly Rate and Reimbursable Expense Schedule

Labor Rates*

| | | | |
|-----------------------------------|----------|---|------------|
| Administrative I | \$54.00 | I&C Technician IV | \$125.00 |
| Administrative II | \$65.00 | I&C Technician V | \$138.00 |
| Administrative III | \$78.00 | I&C Technician VI | \$148.00 |
| Administrative IV | \$90.00 | I&C Technician VII | \$155.00 |
| Administrative V | \$98.00 | | |
| Administrative VI | \$108.00 | Land Surveyor I | \$89.00 |
| | | Land Surveyor II | \$108.00 |
| Communications Specialist I | \$80.00 | Land Surveyor III | \$118.00 |
| Communications Specialist II | \$92.00 | Land Surveyor IV | \$132.00 |
| Communications Specialist III | \$105.00 | | |
| Communications Specialist IV | \$128.00 | Marketing Consultant I | \$75.00 |
| | | Marketing Consultant II | \$95.00 |
| Construction Services Manager I | \$120.00 | Marketing Consultant III | \$115.00 |
| Construction Services Manager II | \$132.00 | Marketing Consultant IV | \$132.00 |
| Construction Services Manager III | \$148.00 | | |
| Construction Services Manager IV | \$165.00 | Program Coordinator I | \$160.00 |
| Construction Services Manager V | \$180.00 | Program Coordinator II | \$170.00 |
| | | | |
| Construction Services Rep I | \$75.00 | Project Coordinator I | \$95.00 |
| Construction Services Rep II | \$90.00 | | |
| Construction Services Rep III | \$105.00 | Project Manager I | \$150.00 |
| | | Project Manager II | \$165.00 |
| Engineer I | \$98.00 | Project Manager III | \$180.00 |
| Engineer II | \$115.00 | Project Manager IV | \$195.00 |
| Engineer III | \$140.00 | | |
| Engineer IV | \$160.00 | Technical Expert I | \$225.00 |
| Engineer V | \$175.00 | Technical Expert II | \$240.00 |
| Engineer VI | \$200.00 | Technical Expert III | Negotiable |
| Engineer VII | \$210.00 | | |
| Engineer VIII | \$220.00 | | |
| | | | |
| Engineering Technician I | \$60.00 | * Position titles are for labor rate grade purposes only. | |
| Engineering Technician II | \$78.00 | ** Includes laboratory testing, architectural and engineering consultants, surveying, etc. | |
| Engineering Technician III | \$92.00 | *** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc. | |
| Engineering Technician IV | \$108.00 | | |
| Engineering Technician V | \$123.00 | | |
| Engineering Technician VI | \$136.00 | | |
| | | | |
| GIS Specialist I | \$75.00 | | |
| GIS Specialist II | \$95.00 | | |
| GIS Specialist III | \$112.00 | | |
| GIS Specialist IV | \$125.00 | | |
| | | | |
| I&C Technician I | \$89.00 | | |
| I&C Technician II | \$100.00 | | |
| I&C Technician III | \$115.00 | | |

These rates are subject to adjustment each year on January 1.

Reimbursable Expense Rates

| | |
|---------------------------------------|---------------|
| Transportation | \$0.65/mile |
| Survey Vehicle | \$0.70/mile |
| B&W Photocopies 8½” x11” | \$0.10/copy |
| B&W Laser Printouts 8½” x11” | \$0.20/page |
| Color Laser Printouts/Copies 8½” x11” | \$0.68/page |
| Plots – Color Bond | \$1.25/sf |
| Plots – Monochrome Bond/Vellum | \$0.75/sf |
| Plots – Film/Photo High Gloss | \$2.00/sf |
| Total Station – Robotic | \$35.00/hour |
| Pro-XR GPS | \$15.00/hour |
| Fast Static/RTK GPS | \$50.00/hour |
| Sonar Mite | \$50.00/day |
| All-Terrain Vehicle/Boat | \$100.00/day |
| Air Transportation - Pilatus | \$1,600/hour |
| Air Transportation - Cirrus | \$700/hour |
| In-house Lodging | \$150.00/day |
| Legal Services Reimbursement | \$200.00/hour |
| Outside Services** | cost *1.15 |
| Out of Pocket Expenses*** | cost*1.15 |
| Rental Car | cost*1.20 |

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

*** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment each year on January 1.

1.

This is **EXHIBIT D**, consisting of four pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated September 15, 2015.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - b. Maintain construction observation notes, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.

e. **Not Used.**

11. *Reports:*

- a. Prepare periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated September 15, 2015.

Project Description

The project consists of the addition of an emergency generator at the Mandan South Side Pump Station and Reservoir Site, including an anticipated new 400 kW diesel generator with an auto transfer switch; sizing subject to final design. In addition, the project will include the necessary electrical and structural improvements for those systems. In general, the project consists of the following major elements:

PHASE 040 FINAL DESIGN

The Final Design Phase is anticipated to be comprised of the primary tasks identified below:

1. Evaluate incorporation of an anticipated 400kW generator and auto transfer switch.
2. Plans, Specifications, and Bid Documents – Prepare plans, specifications, and bid documents for the construction of the South Side Pump Station – Emergency Generator project. Final design is anticipated to include:
 - a. Using the information obtained during the Preliminary Design phase, the project shall generally consist of the following:
 1. Anticipated 400 kW diesel powered emergency generator and auto transfer switch.
 - a. Prepare plans and specifications to outline work necessary to receive bids for the Project as described above.
3. Opinion of Probable Construction Cost: ENGINEER will prepare Opinions of Probable Construction Cost and revise as required for 90% and 100% plan and specification reviews.
4. Summary of Deliverables
 - a. 90% Plans and Specifications
 - b. 100% Plans and Specifications
5. Summary of Design Phase Meetings
 - a. 90% Plan and Spec Review

PHASE 050 BIDDING

The Bidding Phase is comprised of the primary tasks identified below:

1. Electrical Bidding
 - a. Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of Bids in the official newspaper and regional construction plan exchanges.
 - b. Interpretation and Clarifications: ENGINEER to communicate with prospective bidders and issue addenda as required.
 - c. Meetings: ENGINEER to attend bid opening for the project.
 - d. Bid Evaluation and Recommendations: ENGINEER to prepare Bid Tab and Recommendations for City.
 - e. Notice of Award: ENGINEER will coordinate the execution of the Notice of Award.

PHASE 060 CONSTRUCTION PHASE

The Construction Phase is comprised of the primary tasks identified below:

1. Contracts: ENGINEER will coordinate the execution of Contracts and Notice to Proceed.
2. Shop Drawing Review: ENGINEER shall administer the submittal process, and provide review of product submittals for the project.
3. Construction: ENGINEER to provide adequate construction administration and construction observation, maintain records, provide assistance to manage project progress, problems, and potential scope changes, equipment startup assistance and complete project closeout procedures and Final Inspection and Acceptance for the project.
4. Construction Progress Meeting: ENGINEER to coordinate and attend pre-construction meeting including preparation and distribution of meeting agenda and minutes. ENGINEER to coordinate and attend periodic construction progress meetings. Periodic construction meetings will be conducted not more than once a week and not less than once a month during times of construction and as mutually agreed. ENGINEER will maintain meeting agendas and minutes.
5. Project Administration: ENGINEER will administer and process project activities such a pay requests, change order, shop drawing processing, and resource allocation.
6. Project Management: ENGINEER will provide project management services to monitor construction progress, work quality and project costs.

PHASE 070 POST-CONSTRUCTION PHASE

The Post-Construction Phase is comprised of the primary tasks identified below:

1. Warranty: ENGINEER shall coordinate warranty items, monitor warranty period, assist owner with warranty items that might arise, and provide an end of warranty inspection.
2. Record Drawings: ENGINEER shall revise contract drawings and provide final as-built record drawings.
3. O&M Manuals: ENGINEER shall provide final Operation and Maintenance Manuals and shop drawings.

PHASE 080 INSTRUMENTATION AND CONTROL PHASE

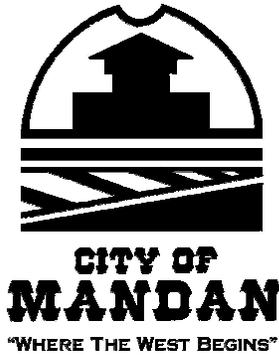
The Instrumentation and Control Phase is comprised of the primary tasks identified below:

1. Programming: ENGINEER shall perform all control system programming necessary to fully integrate new systems into the existing Supervisory Control and Data Acquisition (SCADA) system, provide programming of PLCs to accommodate operation modes, including automatic control and various automatic or semi-automated operational sequences.
2. Commissioning: ENGINEER shall provide all field startup coordination for contractor installations.

PHASE 120 FINANCIAL SERVICES PHASE

The Financial Services Phase is comprised of the primary tasks identified below:

1. Hazard Mitigation Grant Program Compliance Requirements
 - a. Prepare quarterly progress reports.
 - b. Assist with grant program reporting and closeout documents.
 - c. Attend grantee project inspection if required.
2. Reimbursement Requests:
 - a. Prepare and submit reimbursement requests to Department of Emergency Services.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 10, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider Recycling Contract and Transfer Station Lease with Dakota Sanitation, Inc. for single stream curbside recycling in Mandan.

STATEMENT/PURPOSE: To consider Agreement between the City of Mandan and Dakota Sanitation, Inc. for the collection and disposal of single stream curbside recycling material for Mandan residents.

BACKGROUND/ALTERNATIVES: On the August 18, 2015 commission meeting, the commission approved to include single stream curbside recycling in the preliminary 2016 budget with a unanimous 'YES' vote. Included in the proposal is a 96 gallon tote delivered to each resident that will be picked up near their normal garbage pickup location every other week with a contract length of 5 years. On September 1, 2015 the commission approved to allow city staff and Attorney Brown to negotiate a recycling contract and lease to use the Transfer Station with Dakota Sanitation, Inc. for the proposed 5 years expiring December 31, 2020.

ATTACHMENTS: Agreement, Lease

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW: Attorney Brown has reviewed both the agreement and lease.

RECOMMENDATION: Recommend to execute the proposed Recycling Contract and Transfer Station Lease between the City of Mandan and Dakota Sanitation, Inc.

SUGGESTED MOTION: Move to execute the proposed Recycling Contract and Transfer Station Lease between the City of Mandan and Dakota Sanitation, Inc.

CONTRACT FOR COLLECTION, TRANSPORTATION AND PROCESSING OF RESIDENTIAL RECYCLING FOR THE CITY OF MANDAN, NORTH DAKOTA

This Contract is made and entered into this _____ day of 2015 by and between the City of Mandan, 205 2nd Ave NW, North Dakota, 58554, a municipal corporation and Dakota Sanitation, Inc. P.O. Box 2637, Bismarck, ND 58502 ("Contractor").

WHEREAS, the City is desirous of entering into a Contract for the collection, transportation and processing of residential recycling within the City; and

WHEREAS, the Contractor is desirous of entering into a Contract with the City with respect to such services.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. **TERM:**
The term of this contract is for five years, beginning January 1, 2016 through December 31, 2020. The contract maybe extended upon the written mutual agreement of the parties for an additional five year period.
2. **RFP AND PROPOSAL:**
The Request for Proposals (RFP) and the Proposal submitted by the Contractor (Proposal) are made a part of this Contract and are attached as Exhibits A and B respectively. The specific terms of this Contract shall govern issues where they are specifically addressed otherwise the provisions of the RFP and the Proposal will govern.
3. **RESIDENTIAL CURBSIDE RECYCLING COLLECTION:**
Contractor agrees to collect single sorted recyclable materials from each residential household located within the corporate limits of Mandan and process all recyclable material in accordance with all Local, State, and Federal regulations.

Included in the annual fee and at no additional charge, the Contractor shall deliver one (1) grey 96 gallon tote with a green lid to each residential unit of the above type, single family, duplex, and apartments that presently have individual garbage containers. Contractor shall maintain a reasonable supply of totes for new construction/future residential households. Contractor will maintain and replace totes that become unusable from normal wear and tear. Any containers lost or damaged outside of the normal use will be the responsibility of the city of Mandan

to assume cost of replacement.

Totes must be placed curbside or by the regular garbage pickup location by 7:00 A.M. All recyclable material must be contained within the tote, and materials not in the provided tote will not be collected.

Each eligible dwelling unit in the City shall be served once every other week. The Contractor will not make regular collections on the following holidays Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. If a holiday falls on or before the scheduled pick up day of the week of recycling collection, the service will be delayed by one day. In the event of a weather delay, Dakota Sanitation, Inc. will resume services as soon as weather permits.

4. CITY BUILDINGS:

Contractor agrees to collect single sorted recyclable materials from each of the City Buildings listed in the RFP for recycling at no additional charge. "The City sites may include but are not limited to: City Hall building, Public Works building, Library, all fire stations, Mandan Police Department, Airport, Water Treatment Plant, Waste Water Treatment Plant, Grounds Maintenance and Landfill offices."

5. PERMANENT DROP SITES:

No drop-off sites are proposed.

6. SINGLE-STREAM SPECIFICATIONS:

Commingled recyclables, consisting of recyclable glass, aluminum, cans, plastics and papers, generally collected from residential recycling, are as follows:

A. Materials Accepted:

- Aluminum food and beverage containers
- Glass food and beverage containers – brown, clear, or green
- Aseptic juice and milk containers
- Tin/Ferrous (Iron) cans
- Empty aerosol cans
- Plastic bottles, containers, tubs and lids #1-7
- Cartons for food and beverages products
- Newsprint and inserts
- Old Corrugated cardboard
- Magazines
- Catalogs
- Paperboard Cereal boxes
- Telephone books

- Printer paper
 - Copier paper
 - Color paper
 - File folders
 - Mail and envelopes with or without window
 - Soft cover books
 - All other office paper without wax liners (shredded paper should be put in a paper bag and stapled closed)
- B. Materials Not Accepted, include but are not limited to (Unacceptable Materials):
- Polystyrene- foam cups, plates, or packaging
 - Syringes or sharps
 - Microwave trays
 - Mirrors
 - Window or auto glass
 - Light Bulbs
 - Ceramics
 - Porcelain
 - Plastics unnumbered
 - Plastic bags
 - Coat hangers
 - Glass cookware/bakeware
 - Household items such as cooking pots, toasters, etc.
- C. Special Instructions for Recyclables:
- All glass containers must be empty.
 - All tin cans, bi-metal cans, and aluminum cans must be empty.
 - All aerosol cans must be empty.
 - All plastic containers must be empty.
 - All fiber must be dry and free of food debris and other contaminating material.
 - Tissues, paper towels or other paper that has been in contact with food is not acceptable.
- D. Recyclables may not:
- Materially impair the strength or the durability of the Contractor's structures or equipment; or
 - Create flammable or explosive conditions in Contractor's facilities;
 - Contain dry cell batteries or lead acid batteries;
 - Contain chemicals or other properties which are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public; or
 - Contain Excluded Materials defined as any waste tires, radioactive, volatile,

corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by Contractor.

The Contractor and the City will periodically review the list of recyclable materials accepted.

7. RESIDENTIAL RATES FOR SERVICE:

A residential unit will be defined as an occupied residential location that is either a single family home or a multifamily residential building that is receiving city garbage collection service that presently have individual garbage containers. Contractor will invoice the City monthly for services rendered pursuant to the following pricing schedule:

| | |
|-------------------------------------|-------------------------------|
| January 1, 2016 – December 31, 2016 | \$4.38/residential unit/month |
| January 1, 2017 – December 31, 2017 | \$4.52/residential unit/month |
| January 1, 2018 – December 31, 2018 | \$4.66/residential unit/month |
| January 1, 2019 – December 31, 2019 | \$4.80/residential unit/month |
| January 1, 2020 – December 31, 2020 | \$4.95/residential unit/month |

These rates are based on leasing the Mandan Transfer Station compactor room. Rates for an additional tote shall be at the same rate as the first. The Contractor and the City shall use a minimum household count of 7,415 as the base number of residential units being serviced. This number of households shall be the base number of units serviced and not drop below 7,415 for the term of the contract. The number of units will be adjusted to match the exact number of additional residential units, when the number of residential units exceeds the base number of units. The City shall notify the Contractor at least monthly as to the exact number of households receiving city garbage collection service and curbside recycling in the city. The Contractor shall service any land annexed to the City of Mandan during the term of the contract as well as any residential single family or duplex home constructed during said term. Service to land annexed to the City of Mandan and future residential developments shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the City of Mandan.

8. APARTMENT RATES FOR SERVICE: (Future Consideration)

An apartment unit will be defined as an occupied residential location that is a multifamily apartment building greater than a 3 unit that is receiving city garbage collection service that presently has the larger garbage dumpsters. Contractor will

invoice the City monthly for services rendered pursuant to the following pricing schedule:

| | |
|-------------------------------------|-------------------------------|
| January 1, 2016 – December 31, 2016 | \$3.71/residential unit/month |
| January 1, 2017 – December 31, 2017 | \$3.83/residential unit/month |
| January 1, 2018 – December 31, 2018 | \$3.95/residential unit/month |
| January 1, 2019 – December 31, 2019 | \$4.07/residential unit/month |
| January 1, 2020 – December 31, 2020 | \$4.20/residential unit/month |

Contractor shall work with the City to investigate apartment complexes to determine serviceability to all complexes within city limits before this option will be considered.

9. ADJUSTMENT OF RATES:

Charges shall be adjusted to reflect any new or increases in federal, state, county, local or other taxes, fees, or similar charges relating to the collection and processing of the City's recycling. This must be submitted in writing by the Contractor to the City requesting a change, and listing the factors affecting the charges.

10. BILLING AND PAYMENT:

The Contractor will submit statements to the City for all serviced residential units on a monthly basis. City shall make payment on such statements within (30) days of receipt.

11. EXCLUSIVE PROVIDER

Contractor shall be the exclusive provider of residential curbside recycling services during the duration of this agreement.

12. COLLECTION OPERATIONS:

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection and transportation of recyclables. The Contractor shall make every reasonable effort to maintain established pickups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage, and replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done to protect the highest extent possible the public health and safety.

13. CONTRACTOR INSURANCE AND INDEMNIFICATION:

The Contractor shall carry and file policies or certificates with the City of Mandan of workman's compensation insurance, public liability insurance and property

damage insurance in the following amounts:

- A. Commercial General Liability Insurance: The Contractor shall provide commercial general liability insurance with a combined single limit of liability of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The CFL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations; independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insure contract (including the tort liability of another assumed in a business contract)
- B. Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Auto liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.
- C. Workers Compensation Insurance: The Contractor shall provide Workers Compensation Insurance in the required amount as applies to the State of North Dakota and Employers Liability Insurance as follows: (i) Bodily Injury by Accident- \$100,000 each accident; (ii) Bodily Injury by Disease- \$500,000 policy limit; (iii) Bodily Injury by Disease- \$100,000 each employee.
- D. Umbrella Liability Insurance: The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each policy of insurance shall include a waiver of subrogation in favor of the City of Mandan and shall provide no less than thirty (30) days notice to the City of Mandan in the event of cancellation of change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella liability shall name the City of Mandan, and its respective officers, agents, officials, employees, volunteers, boards, and commissions as additional insureds.

Certificates of Insurance and a copy of the endorsement naming the City as an additional insured, acceptable to the City of Mandan or certified copies of the policies and a copy of the endorsement naming the City as an additional insured shall be delivered to the City of Mandan prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all subcontractors and the contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

Contractor shall indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any negligent act or omission of the Contractor or their employees and agents in connection with their performance of the work.

14. TERMINATION OF CONTRACT AND CONTRACTOR LIABILITY:

This contract may be terminated as follows:

By mutual agreement of the contracting parties specifying the terms of termination and the effective date, which shall be no less than 30 days after the date the non-terminating party receives notice. By the City if the Contractor fails to fulfill in a timely and proper manner the obligations as set forth in the contract, or if the Contractor violates any of the covenants, agreements, or stipulations as set for the in the contract. The City shall thereupon have the right to terminate this contract for good cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, and if progress payments have been made to the Contractor, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract will become the property of the City.

15. FORCE MAJEURE:

Contractor's obligations hereunder shall be suspended in the event of a force majeure (Act of God, such as tornadoes, floods and other similar disasters).

IN WITNESS WHEREOF, the parties have hereunto executed this Contract by their officers on the day and year first above written.

CITY OF MANDAN, ND

DAKOTA SANITATION, INC.

By: _____

By: _____

Arlyn Van Beek

Rick Anderson

Title: _____
Mayor

Title: _____
President

Date: _____

Date: _____

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2015

Subject: Consider Recycling Contract and Transfer Station Lease with Dakota Sanitation, Inc. for single stream curbside recycling in Mandan.

Page 9 of 11

By: _____

Jim Neubauer

Title: _____ City Administrator _____

Date: _____

Exhibit(s) - City RFP and Dakota
Sanitation Proposal

TRANSFER STATION LEASE

THIS LEASE made and entered into this ____ day of _____, 2015, by and between City of Mandan, 205 Second Avenue NW, Mandan, ND 58554, hereinafter referred to as "LANDLORD," and Dakota Sanitation, Inc., of P.O. Box 2637, Bismarck, ND 58502, hereinafter referred to as "TENANT,"

WITNESSETH, that Landlord, in consideration of the rents and covenants hereinafter mentioned on the part of the Tenant to be made and performed, has leased, and by these presents does lease to the Tenant, the following described real estate situated in Morton County, North Dakota:

Transfer station located at: 4103 County Rd 82
Mandan, ND 58554

TO HAVE AND TO HOLD the above-described premises to the Tenant, its successors and assigns, for the term as hereinafter described and subject to the conditions and agreements hereinafter set forth:

1. Term. The term of this Lease shall coincide with the recycling contract between the parties, commencing on January 1, 2016, and shall terminate upon termination of the recycling contract.

2. Consideration. Tenant is to maintain the transfer station building and appurtenances associated with the building, including but not limited to:

- (a) Concrete area where compaction boxes are loaded and removed from building.
- (b) Large overhead doors and openers
- (c) Lighting
- (d) Compactors and control boxes.
- (e) Repair any damage to building, inside or outside.

Tenant is not responsible for maintenance of the tipping room or the scale.

3. Permitted Uses. The premises shall be used only for the processing of recyclable materials collected under the recycling contract.

4. Inspection. Landlord shall have the right to enter the premises for the purpose of inspecting the same at any time so long as the same shall not unreasonably

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2015

Subject: Consider Recycling Contract and Transfer Station Lease with Dakota Sanitation, Inc. for single stream curbside recycling in Mandan.

Page 11 of 11

interfere with the use of the premises by Tenant.

5. Hold Harmless Provision. Tenant shall hold Landlord harmless from any and all damages, costs, and expense by reason of claims, demands or suits by third persons arising from the operation of the leased premises.

6. Assignment or Sublease. This Lease may not be assigned without specific permission of the Landlord.

7. Default. Tenant's failure to fulfill any condition herein or to pay the rent when due shall be a default, and Landlord shall be entitled to re-enter and take possession without the same working a forfeiture of rents to be paid hereunder or a waiver of any covenants to be performed by Tenant. In the event of such default, the Tenant agrees to peacefully surrender his possession forthwith. A waiver by the Landlord of any default or breach hereunder by the Tenant shall not be construed to be a continuing waiver of such default or breach, nor a waiver in any manner of a breach or default subsequently occurring.

8. Termination. It is further agreed that the Tenant will, at the termination of this Lease, peacefully surrender possession of said premises to the Landlord.

9. Binding Effect of Lease. This Lease shall inure to the benefit of and be binding upon the parties hereto, its successors and assigns.

"LANDLORD"

CITY OF MANDAN

_____, 2015

By: _____
Arlyn VanBeek, Mayor

ATTEST:

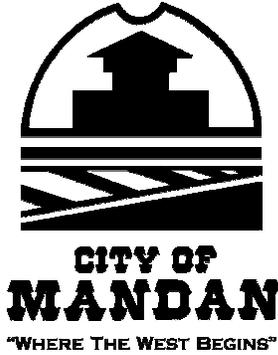
James Neubauer, City Administrator

"TENANT"

DAKOTA SANITATION, INC.

_____, 2015

By: _____
Rick Anderson



Consent No. 4

Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 10, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright, Public Works Director
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider Recycling Contract and Transfer Station Lease with Dakota Sanitation, Inc. for single stream curbside recycling in Mandan.

STATEMENT/PURPOSE: To consider Agreement between the City of Mandan and Dakota Sanitation, Inc. for the collection and disposal of single stream curbside recycling material for Mandan residents.

BACKGROUND/ALTERNATIVES: On the August 18, 2015 commission meeting, the commission approved to include single stream curbside recycling in the preliminary 2016 budget with a unanimous 'YES' vote. Included in the proposal is a 96 gallon tote delivered to each resident that will be picked up near their normal garbage pickup location every other week with a contract length of 5 years. On September 1, 2015 the commission approved to allow city staff and Attorney Brown to negotiate a recycling contract and lease to use the Transfer Station with Dakota Sanitation, Inc. for the proposed 5 years expiring December 31, 2020.

ATTACHMENTS: Agreement, Lease

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW: Attorney Brown has reviewed both the agreement and lease.

RECOMMENDATION: Recommend to execute the proposed Recycling Contract and Transfer Station Lease between the City of Mandan and Dakota Sanitation, Inc.

SUGGESTED MOTION: Move to execute the proposed Recycling Contract and Transfer Station Lease between the City of Mandan and Dakota Sanitation, Inc.

**CONTRACT FOR COLLECTION, TRANSPORTATION AND
PROCESSING OF RESIDENTIAL RECYCLING FOR THE CITY OF
MANDAN, NORTH DAKOTA**

This Contract is made and entered into this _____ day of 2015 by and between the City of Mandan, 205 2nd Ave NW, North Dakota, 58554, a municipal corporation and Dakota Sanitation, Inc. & Roll Off Service, P.O. Box 2637, 723 Memorial Highway, 58502, Bismarck, ND (“Contractor”).

WHEREAS, the City is desirous of entering into a Contract for the collection, transportation and processing of residential recycling within the City; and

WHEREAS, the Contractor is desirous of entering into a Contract with the City with respect to such services.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. **TERM:**
The term of this contract is for five years, beginning January 1, 2016 through December 31, 2020. The contract maybe extended upon the written mutual agreement of the parties for an additional five year period.
2. **RFP AND PROPOSAL:**
The Request for Proposals (RFP) and the Proposal submitted by the Contractor (Proposal) are made a part of this Contract and are attached as Exhibits A and B respectively. The specific terms of this Contract shall govern issues where they are specifically addressed otherwise the provisions of the RFP and the Proposal will govern.
3. **RESIDENTIAL CURBSIDE RECYCLING COLLECTION:**
Contractor agrees to collect single sorted recyclable materials from each residential household located within the corporate limits of Mandan and process all recyclable material in accordance with all Local, State, and Federal regulations.

Included in the annual fee and at no additional charge, the Contractor shall deliver one (1) grey 96 gallon tote with a green lid to each residential unit of the above type, single family, duplex, and apartments that presently have individual garbage containers. Contractor shall maintain a reasonable supply of totes for new construction/future residential households. Contractor will maintain and replace totes that become unusable from normal wear and tear.

Totes must be placed curbside or by the regular garbage pickup location by 7:00 A.M. All recyclable material must be contained within the tote, and materials not in the provided tote will not be collected.

Each eligible dwelling unit in the City shall be served once every other week. The Contractor will not make regular collections on the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. If a holiday falls on or before the scheduled pick up day of the week of recycling collection, the service will be delayed by one day.

4. CITY BUILDINGS:

Contractor agrees to collect single sorted recyclable materials from each of the City Buildings listed in the RFP for recycling at no additional charge. "The City sites may include but are not limited to: City Hall building, Public Works building, Library, all fire stations, Mandan Police Department, Airport, Water Treatment Plant, Waste Water Treatment Plant, Grounds Maintenance and Landfill offices."

5. PERMANENT DROP SITES:

No drop off sites are proposed.

6. SINGLE-STREAM SPECIFICATIONS:

Commingled recyclables, consisting of recyclable glass, aluminum, cans, plastics and papers, generally collected from residential recycling, are as follows:

A. Materials Accepted:

- Aluminum food and beverage containers
- Glass food and beverage containers – brown, clear, or green
- Aseptic juice and milk containers
- Tin/Ferrous (Iron) cans
- Empty aerosol cans
- Plastic bottles, containers, tubs and lids #1-7
- Cartons for food and beverages products
- Newsprint and inserts
- Old Corrugated cardboard
- Magazines
- Catalogs
- Paperboard Cereal boxes
- Telephone books
- Printer paper
- Copier paper
- Color paper
- File folders
- Mail and envelopes with or without window
- Soft cover books

-All other office paper without wax liners (shredded paper should be put in a paper bag and stapled closed)

B. Materials Not Accepted, include but are not limited to (Unacceptable Materials):

- Polystyrene- foam cups, plates, or packaging
- Syringes or sharps
- Microwave trays
- Mirrors
- Window or auto glass
- Light Bulbs
- Ceramics
- Porcelain
- Plastics unnumbered
- Plastic bags
- Coat hangers
- Glass cookware/bakeware
- Household items such as cooking pots, toasters, etc.

C. Special Instructions for Recyclables:

- All glass containers must be empty.
- All tin cans, bi-metal cans, and aluminum cans must be empty.
- All aerosol cans must be empty.
- All plastic containers must be empty.
- All fiber must be dry and free of food debris and other contaminating material.
- Tissues, paper towels or other paper that has been in contact with food is not acceptable.

D. Recyclables may not:

- Materially impair the strength or the durability of the Contractor's structures or equipment; or
- Create flammable or explosive conditions in Contractor's facilities;
- Contain dry cell batteries or lead acid batteries;
- Contain chemicals or other properties which are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public; or
- Contain Excluded Materials defined as any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by Contractor.

The Contractor and the City will periodically review the list of recyclable materials accepted.

7. RESIDENTIAL RATES FOR SERVICE:

A residential unit will be defined as an occupied residential location that is either a single family home or a multifamily residential building that is receiving city garbage collection service that presently have individual garbage containers. Contractor will invoice the City monthly for services rendered pursuant to the following pricing schedule:

| | |
|-------------------------------------|-------------------------------|
| January 1, 2016 – December 31, 2016 | \$4.38/residential unit/month |
| January 1, 2017 – December 31, 2017 | \$4.52/residential unit/month |
| January 1, 2018 – December 31, 2018 | \$4.66/residential unit/month |
| January 1, 2019 – December 31, 2019 | \$4.80/residential unit/month |
| January 1, 2020 – December 31, 2020 | \$4.95/residential unit/month |

Rates for an additional tote shall be at the same rate as the first. The Contractor and the City shall use a minimum household count of 7,415 as the base number of residential units being serviced. This number of households shall be the base number of units serviced and not drop below 7,415 for the term of the contract. The number of units will be adjusted to match the exact number of additional residential units, when the number of residential units exceeds the base number of units. The City shall notify the Contractor at least monthly as to the exact number of households receiving city garbage collection service and curbside recycling in the city. The Contractor shall service any land annexed to the City of Mandan during the term of the contract as well as any residential single family or duplex home constructed during said term. Service to land annexed to the City of Mandan and future residential developments shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the City of Mandan.

8. APARTMENT RATES FOR SERVICE: (Future Consideration)

An apartment unit will be defined as an occupied residential location that is a multifamily apartment building greater than a 3 unit that is receiving city garbage collection service that presently has the larger garbage dumpsters. Contractor will invoice the City monthly for services rendered pursuant to the following pricing schedule:

| | |
|-------------------------------------|-------------------------------|
| January 1, 2016 – December 31, 2016 | \$3.71/residential unit/month |
| January 1, 2017 – December 31, 2017 | \$3.83/residential unit/month |
| January 1, 2018 – December 31, 2018 | \$3.95/residential unit/month |
| January 1, 2019 – December 31, 2019 | \$4.07/residential unit/month |
| January 1, 2020 – December 31, 2020 | \$4.20/residential unit/month |

Contractor shall work with the City to investigate apartment complexes to determine

serviceability to all complexes within city limits before this option will be considered.

9. ADJUSTMENT OF RATES:

Charges shall be adjusted to reflect any new or increases in federal, state, county, local or other taxes, fees, or similar charges relating to the collection and processing of the City's recycling. This must be submitted in writing by the Contractor to the City requesting a change, and listing the factors affecting the charges.

10. BILLING AND PAYMENT:

The Contractor will submit statements to the City for all serviced residential units on a monthly basis. City shall make payment on such statements within (30) days of receipt.

11. EXCLUSIVE PROVIDER

Contractor shall be the exclusive provider of residential curbside recycling services during the duration of this agreement.

12. COLLECTION OPERATIONS:

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection and transportation of recyclables. The Contractor shall make every effort to maintain established pickups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage, and replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done to protect the highest extent possible the public health and safety.

13. CONTRACTOR INSURANCE AND INDEMNIFICATION:

The Contractor shall carry and file policies or certificates with the City of Mandan of workman's compensation insurance, public liability insurance and property damage insurance in the following amounts:

- A. Commercial General Liability Insurance: The Contractor shall provide commercial general liability insurance with a combined single limit of liability of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The CFL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations; independent contractors, products- completed operations, person injury and advertising injury, and liability assumed under an insure contract (including the tort liability of another assumed in a business contract)

- B. Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Auto liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

- C. Workers Compensation Insurance: The Contractor shall provide Workers Compensation Insurance in the required amount as applies to the State of North Dakota and Employers Liability Insurance as follows: (i) Bodily Injury by Accident- \$100,000 each accident; (ii) Bodily Injury by Disease- \$500,000 policy limit; (iii) Bodily Injury by Disease- \$100,000 each employee.

- D. Umbrella Liability Insurance: The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each policy of insurance shall include a waiver of subrogation in favor of the City of Mandan and shall provide no less than thirty (30) days notice to the City of Mandan in the event of cancellation of change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella liability shall name the City of Mandan, and its respective officers, agents, officials, employees, volunteers, boards, and commissions as additional insured's.

Certificates of Insurance and a copy of the endorsement naming the City as an additional insured, acceptable to the City of Mandan or certified copies of the policies and a copy of the endorsement naming the City as an additional insured shall be delivered to the City of Mandan prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all subcontractors and the contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

Contractor shall indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any negligent act or omission of the Contractor or their employees and agents in connection with their performance of the work.

14. PERFORMANCE BOND:

The Contractor shall furnish a Performance Bond for 100% of the expected costs of services under the proposal for one year. For each succeeding year for the life of the contract, the Contractor must, on or before January 1st, submit a letter from a

bonding or surety company, licensed to do business in the State of North Dakota, stating that they will, on or before April 1, provide a Performance Bond for the services under the contract price for the upcoming year. This procedure will be followed in succeeding years. In lieu of a Performance Bond, the city may consider a cash surety or other surety, which, in the opinion of the Public works director and City Attorney, shall provide sufficient protection to the City. The City of Mandan will not be liable for the accrual of interest on any certified or cashier's check submitted.

15. TERMINATION OF CONTRACT AND CONTRACTOR

LIABILITY: This contract may be terminated as follows:

By mutual agreement of the contracting parties specifying the terms of termination and the effective date, which shall be no less than 30 days after the date the non-terminating party receives notice. By the City if the Contractor fails to fulfill in a timely and proper manner the obligations as set forth in the contract, or if the Contractor violates any of the covenants, agreements, or stipulations as set forth in the contract. The City shall thereupon have the right to terminate this contract for good cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, and if progress payments have been made to the Contractor, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract will become the property of the City.

16. FORCE MAJEURE:

Contractor's obligations hereunder shall be suspended in the event of a force majeure (Act of God, such as tornadoes, floods and other similar disasters).

IN WITNESS WHEREOF, the parties have hereunto executed this Contract by their officers on the day and year first above written.

CITY OF MANDAN, ND

DAKOTA SANITATION,
INC.

By: _____

Arlyn Van Beek

Title: _____
Mayor

By: _____

Rick Anderson

Title: _____
Owner

Date: _____

Date: _____

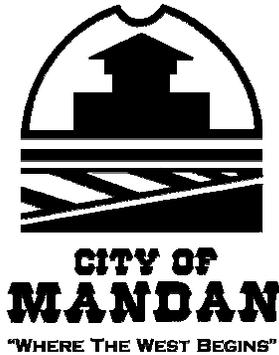
By: _____

Jim Neubauer

Title: City Administrator

Date: _____

Exhibit(s) - City RFP and Dakota Sanitation Proposal



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 9, 2015
PREPARATION DATE: September 15, 2015
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider Agreement with AE2S for GIS
 (Geographic Information System) project services.

STATEMENT/PURPOSE: To approve Agreement with AE2S for Geographical Information System (GIS) project services.

BACKGROUND/ALTERNATIVES: Mandan's existing GIS is web-based, view only, and limited in functionality. Currently, city staff forwards on CAD drawings sent to us by the developer's engineers for any new development to a consultant who in turn updates our web-based GIS system for our viewing. In addition to the limited functionality, control, and information available; there are many concerns with the accuracy of the information that is available. It is common for the public works department to study either our existing GIS or record drawings only to discover in the field that utilities aren't necessarily where they are shown to be on the drawings. For the property/parcel information, city staff relies on a separate web-based interactive map, managed by Morton County and available to the public, to retrieve. Staff goes back and forth between several maps daily for information which is not as efficient as having all of our info on one source map.

In order to create a new system the city can rely on for years to come, staff believes it is necessary to hire a consultant to lead with their GIS expertise and supplemental staff in order to be successful in this effort. We advertised for proposals earlier this year. From those proposals, we went from fourteen down to five firms that we invited in to interview. After the interviews, the panel felt as though the decision was down to three, and that references should be contacted before getting together to recommend one. After many references were contacted, all of which had positive remarks about the firm they had experience with, the selection committee got together once more and after some discussion came to a consensus of recommending to hire AE2S for this effort. Part of the discussion was an acknowledgement that AE2S has historically and currently is working with the city on many projects including masterplans for all of our water and wastewater systems, and more specifically at the moment AE2S is under contract for construction

engineering and inspecting services for our Wastewater Optimization project as well as a Water Treatment Plant Intake study. Though this was acknowledged by all selection members, it was still decided that their proposal and interview was the strongest and it would be best for the city to recommend hiring AE2S for this effort.

It is expected that the project tasks be split between the remainder of 2015 and 2016. The amount of what can be done in 2015, especially in regards to data collection, will be weather dependent.

On August 18th the Mandan City Commission approved entering into negotiations on an agreement with AE2s for services. The agreement with AE2S for GIS project services is now before you for approval.

Expected schedule of project milestones is as follows:

- Start Project: September 2015
- Complete Project: 2016

ATTACHMENTS:

1. Agreement for Services for GIS Project

FISCAL IMPACT: \$535,000 is budgeted for an improved GIS within the capital improvements plan. Through RFP effort however, staff believes we can save on that with a collaborate effort between city and AE2S staff.

STAFF IMPACT: Minimal

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

RECOMMENDATION: Approve Agreement with AE2S for GIS project services.

SUGGESTED MOTION: I move to approve Agreement with AE2S for GIS project services.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 15, 2015 ("Effective Date") between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 ("OWNER") and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 ("ENGINEER").

OWNER retains ENGINEER to perform professional services, in connection with Mandan Geographical Information System Improvements ("Project") for the City of Mandan, as further described in ("Assignment").

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1--ENGINEER'S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2--OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. An amount equal to the cumulative hours charged to the Assignment by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, plus Reimbursable Expenses, estimated to be \$19,896 and ENGINEER's Consultants' charges, if any, estimated to be \$274,711. The total compensation under paragraph 4.01.A.1 is not to exceed \$294,607.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rate Schedule are attached to this Agreement as Exhibits SR-C and SR-D, respectively.

3. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.

4.02 Other Provisions Concerning Payment

A. Adjustments

1. ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

B. Reimbursable Expenses. Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C, and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

C. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

**ARTICLE 5--DESIGNATED
REPRESENTATIVES**

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6--CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of two pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of four pages.

C. Exhibit SR-C, "Reimbursable Expenses Schedule," consisting of one page.

D. Exhibit SR-D, "Standard Hourly Rates," consisting of one page.

6.02 Total Agreement

A. This Agreement (consisting of pages one to four, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
Jim Neubauer (City of Mandan)

ENGINEER:
Brett M. Jochim

By: _____

By: _____

Title: City Administrator

Title: Chief Operations Officer

Date Signed: _____

Date Signed: _____

ATTEST: _____

ATTEST: _____

Name: _____

Name: Kenneth J. Weber, PE

Title: _____

Title: Senior Project Manager

Address for giving notices:

Address for giving notices:

City of Mandan

Advanced Engineering and Environmental Services, Inc.

205 2nd Avenue NW

1815 Schafer Street, Suite 301

Mandan, ND 58554-3125

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Justin Froseth

Lucas R. Rengstorf

Title: City Engineer

Title: GIS Coordinator

Phone Number: (701) 667-3227

Phone Number: (701) 746-8087

Facsimile Number: _____

Facsimile Number: (701) 746-8087

E-Mail Address: jfroseth@cityofmandan.com

E-Mail Address: lucas.rengstorf@ae2s.com

This is EXHIBIT SR-A, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services dated September 15, 2015.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Assignment and available data.
2. Advise OWNER as to the necessity of OWNER providing data or services which are not part of ENGINEER's services, and assist OWNER in obtaining such data and services.
3. Perform a Needs Assessment --
 - a. Review current data and workflows.
 - b. Provide a strategic plan listing out current data and assets along with scheduling and recommendations for improvements.
4. Establish Primary Control -
 - a. Establish high-precision control network based on state plane coordinates using the control monuments published in the latest version of "Global Positioning System, Survey Control Data, City of Bismarck-Burleigh County, City of Mandan-Morton County" booklet.
 - b. Establish vertical control using USGS Survey Monuments local to the City of Mandan.
 - c. Prepare procedure to overlay Morton County GIS data onto Mandan GIS.
5. Optimize Base Map -
 - a. Perform optimization of data layers.
 - b. Survey readily accessible existing block corners in sufficient quantity within city limits.
 - c. Spatially adjust the base map drawings to best fit surveyed block corners.
 - d. Incorporate other GIS data readily available; e.g., water meters, Metropolitan Planning Organization (MPO) data, etc.
6. Survey Utilities --
 - a. Compare record drawings provided by owner to existing Mandan GIS data.
 - b. Create a new system for work-flow of data into improved GIS.
 - c. Reposition GIS utility locations to survey control.
 - d. Perform field survey (survey grade) and data collection of items detailed below.
 - i. Water point features --hydrants and valves
 - ii. Sanitary sewer manhole attributes and inverts and valves
 - iii. Storm sewer point features system wide, manhole attributes and inverts.
 - e. Set-up data schema and application for the City of Mandan to perform the field survey (mapping grade) and data collection of items detailed below.
 - i. Storm detention ponds and system open channels
 - ii. Some minimal survey for street lighting system
 - iii. Street signs and sign attributes

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- iv. Boulevard trees and tree attributes
 - v. Miscellaneous such as traffic signals and points of interest, etc.
 - vi. Water curb stops
7. Scan Paper Documents –
- a. Program Links – use existing scans or scan in paper plats or record drawings, then hyper-link them based on location within the GIS
8. Configure Software and Web-based GIS –
- a. Initially configure software based on the city's intended usage of the program.
 - b. Set up a web-based GIS viewer with levels of viewing associated with the layers of information selected for sharing.
9. Develop and Implement a Work Order Management System –
- a. Set-up links in GIS data to work order management system.
 - b. Set-up the software for work order management system.
10. Implement Standards –
- a. Standard documentation – prepare a comprehensive guideline for GIS standards and data collection as well as re-structure data directories within the city's network.
 - b. Ensure that system layering, theme names, and database attribute fields would be consistent throughout all departments that utilize the data.
11. Training –
- a. Prepare training material to city staff.
 - b. Work with city staff in their office and in the field environment to train.

A.2.01 OWNER's Responsibilities

- A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:
- 1. Provide all criteria and full information as to OWNER's requirements for the Assignment.
 - 2. Furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

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A.3.01 Times for Rendering Services

A. The time period for the performance of ENGINEER's services shall be one year and one month with milestones established as follows:

- Establish Primary Control – November 15th 2015
- Deliver Needs Assessment Report - December 1st, 2015
- Complete Base Map Optimization – January 1st 2016
- Deliver GIS Version I (data for pilot area, software, and applications) - February 1st 2016
- Complete Survey Grade Utility Collection – September 1st 2016
- Team Proofing Meeting – September 15th 2016
- Deliver GIS Version II (data, software, and applications) - October 1st 2016
- Deliver Standard Documents and Templates- October 1st 2016

B. ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Exhibit SR-A are submitted to OWNER.

This is EXHIBIT SR-B, consisting of 4 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services dated September 15, 2015

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. **Standard of Care**
The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
2. **Independent Contractor –Not Used**
3. **Payments to ENGINEER**
Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days after receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.
4. **Insurance**
ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.
5. **Indemnification and Allocation of Risk**
 - a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.
 - b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.
 - c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
 - d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous

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Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

6. Dispute Resolution – Not Used
7. Termination of Contract
Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
8. Access
OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
9. Hazardous Environmental Conditions
It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.
10. Patents –Not Used
11. Ownership and Reuse of Documents
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.
12. Use of Electronic Media
 - a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party

delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

13. Opinions of Probable Construction Cost
ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.
14. Opinions of Total Project Costs
ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.
15. Force Majeure
ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.
16. Assignment
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
17. Binding Effect
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
18. Severability and Waiver of Provisions
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
19. Survival – Not Used
20. Headings
The headings used in this Agreement are for general reference only and do not have special significance.
21. Controlling Law
This Agreement is to be governed by the laws of the state of North Dakota.
22. Notices
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This is **EXHIBIT SR-C**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated September 15, 2015.

Reimbursable Expenses Schedule

Reimbursable Expense Rates

| | |
|---------------------------------------|---------------|
| Transportation | \$0.65/mile |
| Survey Vehicle | \$0.70/mile |
| B&W Photocopies 8½" x11" | \$0.10/copy |
| B&W Laser Printouts 8½" x11" | \$0.20/page |
| Color Laser Printouts/Copies 8½" x11" | \$0.68/page |
| Plots – Color Bond | \$1.25/sf |
| Plots – Monochrome Bond/Vellum | \$0.75/sf |
| Plots – Film/Photo High Gloss | \$2.00/sf |
| Total Station – Robotic | \$35.00/hour |
| Pro-XR GPS | \$15.00/hour |
| Fast Static/RTK GPS | \$50.00/hour |
| Geo 7 PR GPS | \$25.00/hour |
| Sonar Mite | \$50.00/day |
| All-Terrain Vehicle/Boat | \$100.00/day |
| Air Transportation - Pilatus | \$1,600/hour |
| Air Transportation - Cirrus | \$700/hour |
| In-house Lodging | \$150.00/day |
| Legal Services Reimbursement | \$200.00/hour |
| Outside Services** | cost *1.15 |
| Out of Pocket Expenses*** | cost*1.15 |
| Rental Car | cost*1.20 |

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

*** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment each year on January 1.

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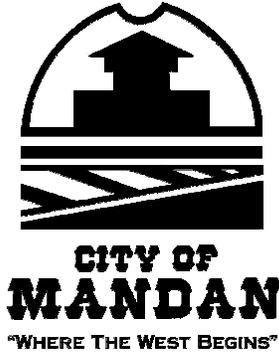
This is EXHIBIT SR-D, consisting of 1 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services dated September 15, 2015

2015 Hourly Rate and Reimbursable Expense Schedule

| Labor Rates* | | | |
|-----------------------------------|----------|--------------------------|------------|
| Administrative I | \$54.00 | Land Surveyor I | \$89.00 |
| Administrative II | \$65.00 | Land Surveyor II | \$108.00 |
| Administrative III | \$78.00 | Land Surveyor III | \$118.00 |
| Administrative IV | \$90.00 | Land Surveyor IV | \$132.00 |
| Administrative V | \$98.00 | | |
| Administrative VI | \$108.00 | Marketing Consultant I | \$75.00 |
| | | Marketing Consultant II | \$95.00 |
| Communications Specialist I | \$80.00 | Marketing Consultant III | \$115.00 |
| Communications Specialist II | \$92.00 | Marketing Consultant IV | \$132.00 |
| Communications Specialist III | \$105.00 | | |
| Communications Specialist IV | \$128.00 | Program Coordinator I | \$160.00 |
| | | Program Coordinator II | \$170.00 |
| Construction Services Manager I | \$120.00 | | |
| Construction Services Manager II | \$132.00 | Project Coordinator I | \$95.00 |
| Construction Services Manager III | \$148.00 | | |
| Construction Services Manager IV | \$165.00 | Project Manager I | \$150.00 |
| Construction Services Manager V | \$180.00 | Project Manager II | \$165.00 |
| | | Project Manager III | \$180.00 |
| Construction Services Rep I | \$75.00 | Project Manager IV | \$195.00 |
| Construction Services Rep II | \$90.00 | | |
| Construction Services Rep III | \$105.00 | Technical Expert I | \$225.00 |
| | | Technical Expert II | \$240.00 |
| Engineer I | \$98.00 | Technical Expert III | Negotiable |
| Engineer II | \$115.00 | | |
| Engineer III | \$140.00 | | |
| Engineer IV | \$160.00 | | |
| Engineer V | \$175.00 | | |
| Engineer VI | \$200.00 | | |
| Engineer VII | \$210.00 | | |
| Engineer VIII | \$220.00 | | |
| | | | |
| Engineering Technician I | \$60.00 | | |
| Engineering Technician II | \$78.00 | | |
| Engineering Technician III | \$92.00 | | |
| Engineering Technician IV | \$108.00 | | |
| Engineering Technician V | \$123.00 | | |
| Engineering Technician VI | \$136.00 | | |
| | | | |
| GIS Specialist I | \$75.00 | | |
| GIS Specialist II | \$95.00 | | |
| GIS Specialist III | \$112.00 | | |
| GIS Specialist IV | \$125.00 | | |
| | | | |
| I&C Technician I | \$89.00 | | |
| I&C Technician II | \$100.00 | | |
| I&C Technician III | \$115.00 | | |
| I&C Technician IV | \$125.00 | | |
| I&C Technician V | \$138.00 | | |
| I&C Technician VI | \$148.00 | | |
| I&C Technician VII | \$155.00 | | |

* Position titles are for labor rate grade purposes only.
 ** Includes laboratory testing, architectural and engineering consultants, surveying, etc.
 *** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

These rates are subject to adjustment each year on January 1.



Board of City Commissioners

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MEETING DATE: September 15, 2015
PREPARATION DATE: September 8, 2015
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Dennis A. Bullinger
PRESENTER: Chief Dennis A. Bullinger
SUBJECT: Increasing the Parking Enforcement Officer Position from Three Quarter Time to Full Time.

STATEMENT/PURPOSE:

Requesting Commission approval to increase the thirty hour work week of the Parking Enforcement position to a forty hour work week.

BACKGROUND/ALTERNATIVES:

The Mandan Police Department has enforcement responsibilities of parking regulations within the City. The position of the Parking Enforcement Officer is currently a three quarter-time position of thirty hours per week. In addition to fulfilling the responsibilities of parking enforcement in the business district, he/she is a support position scheduling and performing maintenance of police department vehicles. It is our intent to use this position in supporting residential areas addressing parking violations.

In January, 2015 the Commission approved increasing hours of the Animal Control Enforcement position from thirty hours to forty hours. The increase in hours was offered and declined by that employee. Budget increases in salaries and benefits for the 2015 and 2016, FY, for the Animal Control Enforcement budget would be used in covering the increase of hours requested for the Parking Enforcement position .

ATTACHMENTS:

FISCAL IMPACT: Minimal/None

STAFF IMPACT: Increase of 10hour/week, 520 hours annually for Parking Enforcement position and a 10 hour/week decrease in the Animal Control Officer position.

LEGAL REVIEW: N/A

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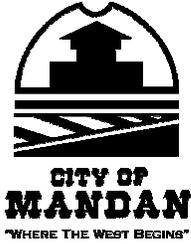
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Subject: Increasing the Parking Enforcement Officer Position from Three Quarter Time to Forty Hours, Full Time.

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RECOMMENDATION: Approve the request to increase the Parking Enforcement Officer position from thirty hours per week, three quarter time to forty hours per week, full time, and reduce the 40 hours per week to 30 hours per week for the Animal Control Officer position.

SUGGESTED MOTION: Move to approve the request of the Police Department to increase the number of hours per week from thirty hours to forty hours for the Parking Enforcement Officer position, and reduction of hours from 40 hr/week to 30 hr/week for the Animal Control Officer position.



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MEETING DATE: September 15, 2015
PREPARATION DATE: September 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, P.E., Principal Planner
SUBJECT: Consider for approval plat for Lot 1, Block 1, Prairie Rose Addition

STATEMENT/PURPOSE:

Request is to plat a lot originally conveyed by Auditor's plat so that a building permit can be issued for a new dental office.

BACKGROUND/ALTERNATIVES:

Lot is a portion of Lot 5, Block 1, Sunset Commercial Park 1st Addition.

Property is located at the NW corner of Old Red Trail and Sunset Drive and is accessed from Overlook Lane.

Water and sanitary sewer service are provided to the lot.

The final signed mylar must meet Morton County standards for recording.

ATTACHMENTS:

1. Sunset Commercial Park 1st Addition plat
2. Water and sanitary sewer service as-built
3. Proposed plat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

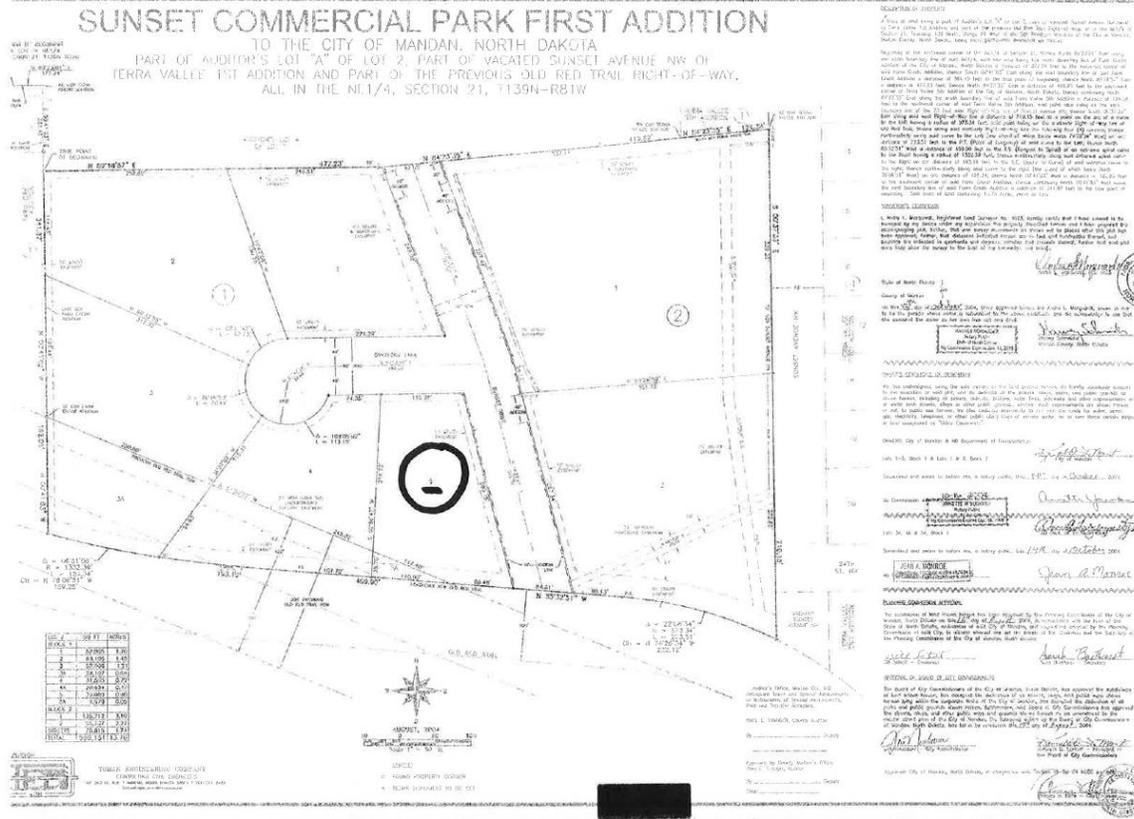
RECOMMENDATION:

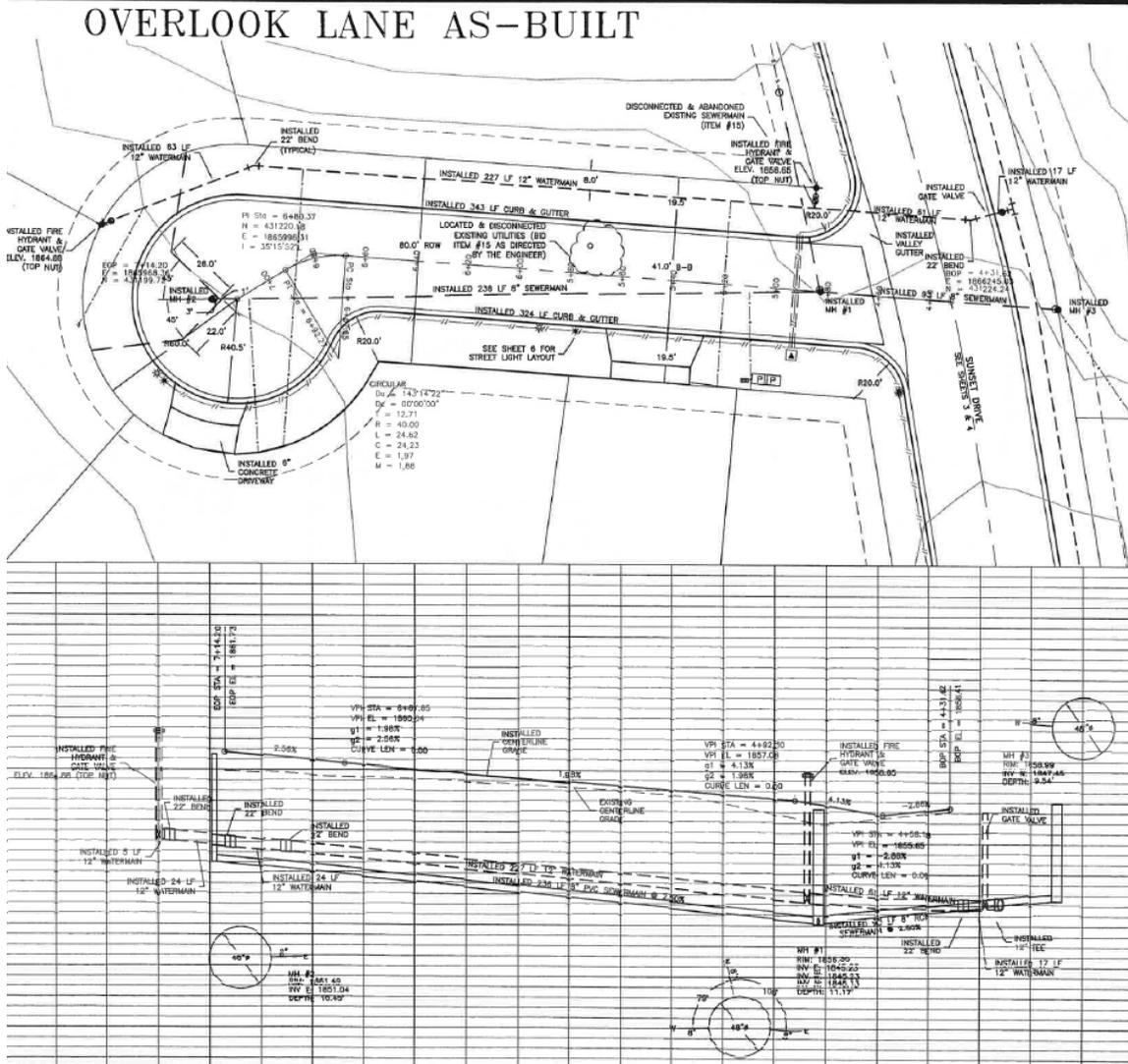
Recommend approval.

SUGGESTED ACTION:

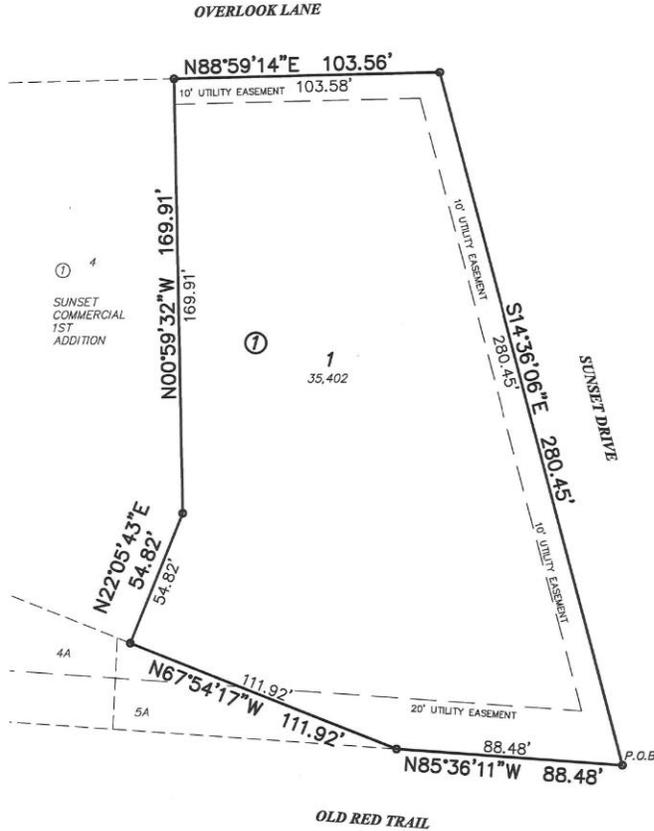
Move to approve plat of Lot 1, Block 1, Prairie Rose Addition

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PRAIRIE ROSE ADDITION
 BEING A REPLAT OF AUDITOR'S LOT A OF LOT 5 BLOCK 1 SUNSET COMMERCIAL PARK 1ST ADDITION
 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 139 NORTH, RANGE 81 WEST,
 TO THE CITY OF
MANDAN, MORTON COUNTY, NORTH DAKOTA



NOTES
 BASE OF MEASUREMENT:
 NORTH DAKOTA STATE PLANE SOUTH ZONE
 BEARINGS AND DISTANCES MAY VARY FROM
 PREVIOUS PLATS DUE TO DIFFERENT METHODS
 OF MEASUREMENTS.

BENCHMARK (NAVD 88)
 NPO MONUMENT NO. M 9-2
 ELEV. 1072.48

DESCRIPTION
 BEING A REPLAT OF AUDITOR'S LOT A OF LOT 5, BLOCK 1, SUNSET COMMERCIAL PARK 1ST ADDITION,
 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 139 NORTH, RANGE 81 WEST, TO THE CITY OF MANDAN,
 NORTH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID AUDITOR'S LOT A, THENCE NORTH 88 DEGREES 20
 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID AUDITOR'S LOT A, A DISTANCE OF 88.48
 FEET, THENCE NORTH 87 DEGREES 54 MINUTES 17 SECONDS WEST, CONTINUING ALONG SAID SOUTH
 LINE, A DISTANCE OF 111.92 FEET TO THE WEST LINE OF SAID AUDITOR'S LOT 4A, THENCE NORTH 20
 DEGREES 05 MINUTES 43 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 54.82 FEET, THENCE
 NORTH 00 DEGREES 59 MINUTES 32 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE
 OF 169.91 FEET TO THE NORTH LINE OF SAID AUDITOR'S LOT A, THENCE NORTH 88 DEGREES 59
 MINUTES 14 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 103.56 FEET TO THE EAST LINE
 OF SAID AUDITOR'S LOT A, THENCE SOUTH 14 DEGREES 36 MINUTES 11 SECONDS EAST, ALONG SAID
 EAST LINE, A DISTANCE OF 88.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT CONTAINS 35,402 SF, MORE OR LESS.

OWNER'S CERTIFICATE & DECLARATION
 KNOW ALL MEN BY THESE PRESENTS THAT BROS PROPERTIES, LLC, BEING THE OWNERS AND
 PROPRIETORS OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT PORTION DESCRIBED HEREON TO
 BE SURVEYED AND PLATTED AS "PRAIRIE ROSE ADDITION", MANDAN, NORTH COUNTY, NORTH DAKOTA.
 THEY ALSO DEDICATE EASEMENTS TO THE CITY OF MANDAN TO RUN WITH THE LAND, FOR GAS,
 ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES ON OR UNDER THOSE CERTAIN STRIPS
 OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

APPROVAL OF BOARD OF CITY COMMISSIONERS
 THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED
 THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DESIGNATION OF ALL
 STREETS SHOWN HEREON, HAS APPROVED THE COULDS AS SHOWN ON THE ANNEXED PLAT AS AN
 AMENDMENT TO THE MASTER PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, AND DOES HEREBY
 VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.
 THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS
 TAKEN BY RESOLUTION APPROVED THE ____ DAY OF _____ 2015.

SURVEYOR'S CERTIFICATE
 I, TERRY BALLEW, A REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA,
 HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY
 PERFORMED UNDER MY SUPERVISION AND COMPLETED ON ____ THAT ALL
 INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF,
 THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN
 SET, AND THAT ALL DIMENSIONAL AND GEOMETRIC DETAILS ARE CORRECT.

STATE OF NORTH DAKOTA)
 COUNTY OF _____) SS
 BROS PROPERTIES, LLC
 800 E. CALSARY AVE
 BISMARCK, ND 58103

ON THIS ____ DAY OF _____ 2015, BEFORE ME PERSONALLY APPEARED _____
 OF BROS PROPERTIES, LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED
 THE FOREGOING CERTIFICATE, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

 NOTARY PUBLIC
 COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES _____

ARLW VAREEN - MAYOR
 ATTEST: JIM HEISLAUER
 CITY ADMINISTRATOR

APPROVAL OF
 HEREBY APPROVE "PRAIRIE ROSE ADDITION", MANDAN, NORTH
 COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH) SS
 DIMENSION, HAGEN & CO. P.C.
 809 BAKER AVENUE
 BISMARCK, NORTH DAKOTA 58504
 TERRY BALLEW
 REGISTERED LAND SURVEYOR
 N.D. REGISTRATION NO. 3589

ON THIS ____ DAY OF _____ 2015, BEFORE ME PERSONALLY APPEARED TERRY BALLEW,
 KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S
 CERTIFICATE, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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



Cajun Cowboy Fais Do Do Festival Proclamation

WHEREAS, a Fais Do Do festival is a mixture of diverse music and people coming together to build a stronger community through the experience of new cultures, foods, sounds, and charity; and

WHEREAS, the City of Mandan is a rapidly growing and changing community in North Dakota; and

WHEREAS, our city's diversity, comprised of residents from near and a far is worth celebrating; and

WHEREAS, the nation stands united with the Gulf region on the 10th anniversary of the tragedy of Hurricane Katrina; and

WHEREAS, the Knights of Columbus Council #2760 will hold its inaugural Cajun Cowboy Fais Do Do Festival at the Mandan Eagles Club on Friday, October 2nd.

NOW, THEREFORE, I, Arlyn Van Beek, Mayor of the City of Mandan, have the honor and pleasure of **PROCLAIMING** October 2nd, 2015 as

CAJUN COWBOY FAIS DO DO DAY

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Mandan this Fifteenth day of September, 2015.

Arlyn Van Beek, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 8, 2015
SUBMITTING DEPARTMENT: Police & Fire
DEPARTMENT DIRECTOR: Dennis Bullinger, Police Chief & Steve Nardello, Fire Chief
PRESENTER: Dennis Bullinger, Police Chief & Steve Nardello, Fire Chief
SUBJECT: Emergency Communications Services

STATEMENT/PURPOSE: The Mandan police and fire chiefs have been reviewing options for dispatching services for well over one year and are now able to offer our official recommendation to combine with the Bismarck/Burleigh Communications Center.

BACKGROUND/ALTERNATIVES: The Mandan Fire Department became users of the Bismarck Computer Aided Dispatch (CAD). Soon after the sharing of a CAD system, talks began with regard to consolidating dispatch centers with another option of combining technology. Consolidation discussions were broke down into several committees to discuss the feasibility of combining the Bismarck/Burleigh and Morton/Mandan dispatch centers. During the process of many committee meetings, the Morton County Sheriff changed administration that resulted in a switch from in favor of consolidation to adamantly opposed to consolidation. It is of our opinion that the City of Mandan can receive better dispatching services, due to more dispatchers per shift, for less cost. In addition, combining would eliminate most emergency call transfers between Bismarck and Mandan.

ATTACHMENTS: Memorandum explaining our recommendation

FISCAL IMPACT: The City would realize a small savings for 2016 however; we should see a considerable savings after 2016.

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

LEGAL REVIEW: None

RECOMMENDATION: We recommend that the City of Mandan consolidate with the Bismarck/Burleigh Combined Communications Center for communications services.

SUGGESTED MOTION: Motion to pursue consolidated dispatch services with Bismarck/Burleigh Combined Communications Center and allow City of Mandan personnel to work on an acceptable memorandum of understanding.

TO: MANDAN CITY COMMISSION
FROM: FIRE CHIEF, STEVE NARDELLO
POLICE CHIEF, DENNIS BULLINGER
SUBJECT: COMMUNICATIONS CENTER
DATE: AUGUST 24, 2015
CC: ADMINISTRATOR NUEBAUER

This memorandum is to advise the Mandan City Commission that Police Chief Bullinger and Fire Chief Nardello support the concept of having the Bismarck/Burleigh Combined Communications Center (BBCCC) provide 911 and dispatching services to the City of Mandan.

We believe that the 911 and dispatching service, to both the community and emergency responders, would improve through the BBCCC and that we will also see a considerable cost savings.

Our statement of better service is in no way to be implied that our dispatchers are incapable but, rather the opposite, that our dispatchers are overwhelmed by the increased demand in services. The Morton/Mandan Communications Advisory Committee agrees that additional dispatchers are needed to improve services which ultimately results in an increased operational cost for the City of Mandan and Morton County. The Morton/Mandan Center is limited to three radio consoles due to limited space whereas the BBCCC currently has provisions for seven consoles with plans of moving to a larger facility in the next several years. For comparison purposes I have included the following; in 2014 the Red River Valley Dispatch Center served a population of 223853 people with 35 dispatchers from one dispatch center whereas two centers for our communities served approximately 126000 people with 37 dispatchers with less efficiency due to personnel at two different locations.

Morton County has indicated that they will switch to State Radio for dispatching services should Mandan decide to switch to the BBCCC. Emergency responders (police, fire, ambulance) will continue to operate radio transmissions as normal and will experience no change in radio operations; therefore, there will be no detriment to emergency responders. Another benefit of merging our two dispatch centers would be a large reduction of annual 911 calls that are currently being transferred from Bismarck to Mandan, as the large majority of 911 calls would go directly to the BBCCC. There were 668 911 emergency calls transferred from Bismarck to Mandan in 2014 and this number does not include calls transferred from Mandan to Bismarck.

The City of Mandan and Morton County will see a considerable cost savings should the Commission vote in favor of a merger with the BBCCC. We have included an estimated cost comparison/savings spreadsheet for 2016 through 2019 providing budgeting on both staying with Morton County and switching to the BBCCC. The cost comparison indicates a \$495,000 savings for the city and over \$2,000,000 savings for the county over the four year period should we decide to join with the BBCCC. Some could argue that Mandan may see a large bill from the BBCCC once the dispatch center is relocated however; we have been assured that the cost of a different facility is planned within the capital expenditure budget and that Mandan would not be required to make retro payments for "our fair share".

Most of the details for any type of joint agreement between the City of Mandan and the BBCCC have already been discussed and resolved through previous merger meetings and a majority of the work has already been completed. Current Mandan/Morton dispatchers would be offered positions with the BBCCC with no application process and most of those details have also already been resolved again, through previous meetings. Mandan would be responsible for approximately 18 - 20% of the BBCCC total annual operating budget which will include provisions for future large expenditures such as CAD and facilities. Exact costs for IT support to the City of Mandan are unknown at this time however; it would be the intent of BBCCC to add a fulltime IT person to its staff should Mandan becomes a user of their system.

There remain some minor operational questions that we need to address for the merger to succeed such as after hour administrative lines, after hour access to law enforcement lobby and warrant entries however; those details seem to be manageable. The after-hours administrative lines will be placed into voice messaging with anyone needing immediate assistance given direct access to the BBCCC and warrant entries accomplished through the Sunguard CAD system. We find no major operational concerns that cannot be properly addressed to ensure there are no "red flags" to contraindicate a successful merger with the BBCCC.

Again, we believe that dispatch services will improve while at the same time experience a large cost savings to the City of Mandan and Morton County and for these reasons, we are providing a strong recommendation of merging with the Bismarck/Burleigh Combined Communications Center.

Bismarck/Burleigh-Mandan/Morton Communications Comparison

10-Aug-15

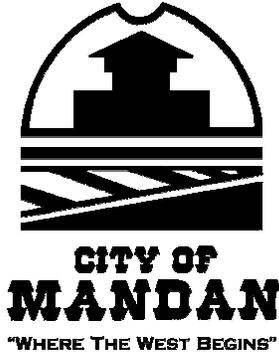
| Mandan City Share w/BBCCC | 2016 | 2017 | 2018 | 2019 |
|------------------------------------|------------------|------------------|------------------|------------------|
| Operations 5% Annual Increase | \$313,000 | \$328,650 | \$345,082 | \$362,336 |
| Additional Personnel | In Operations | \$0 | \$0 | \$0 |
| Next Generation Technology | In Operations | In Operations | In Operations | In Operations |
| Capital Improvement Provisions 15% | In Operations | In Operations | In Operations | In Operations |
| CAD Software | \$0 | \$0 | \$0 | \$0 |
| IT Costs | Unknown Cost | Unknown Cost | Unknown Cost | Unknown Cost |
| Dispatchers per Shift | 4 to 7 | 4 to 7 | 4 to 7 | 4 to 7 |
| Law & Medical Protocol | In Operations | In Operations | In Operations | In Operations |
| Equipment Relocation | \$100,000 | \$0 | \$0 | \$0 |
| Summary | \$413,000 | \$328,650 | \$345,082 | \$362,336 |

| Mandan City Share w/Morton | 2016 | 2017 | 2018 | 2019 |
|------------------------------------|------------------|------------------|------------------|------------------|
| Operations 5% Annual Increase | \$323,000 | \$354,900 | \$450,489 | \$487,857 |
| Additional Personnel | \$15,000 | \$60,000 | \$0 | \$0 |
| Next Generation Technology | Unknown Cost | Unknown Cost | Unknown Cost | Unknown Cost |
| Capital Improvement Provisions 15% | \$0 | \$31,118 | \$33,179 | \$34,838 |
| CAD Software | \$76,958 | \$76,958 | \$0 | \$0 |
| IT Costs | Unknown Cost | Unknown Cost | Unknown Cost | Unknown Cost |
| Dispatchers per Shift | 2 | 3 | 3 | 3 |
| Law & Medical Protocol | \$23,450 | 0 | 0 | 0 |
| Equipment Relocation | \$0 | Unknown Cost | \$0 | \$0 |
| Summary | \$438,410 | \$522,979 | \$483,671 | \$522,698 |

| | |
|--|------------------|
| Bismarck Four Year Cost | \$1,449,068 |
| Morton Four Year Cost | \$1,967,758 |
| City of Mandan Four Year Savings with Bismarck Merger | \$518,690 |

| | |
|---|--------------------|
| Morton County Four Year Savings Through State Radio Using 30% 911 Revenue to Include \$44,000 Annual State Radio Fee Which Should Result in \$168,760 911 Surplus. | \$2,136,518 |
|---|--------------------|

Calculations include 911 revenue using 100% in the Morton proposal and using 70% to Bismarck 30% to Morton in Bismarck proposal.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 10, 2015
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Media Relations Guidelines

STATEMENT/PURPOSE: To consider adoption of City of Mandan Media Relations Guidelines.

BACKGROUND/ALTERNATIVES: At the request of commissioners seeking guidance for themselves and city staff in communicating with the media and responding to media inquiries, City Administrator Jim Neubauer and Business Development and Communications Director Ellen Huber researched practices by some other cities. Here's what we found for North Dakota:

- City of Fargo —Karen Carlson, Communications Manager (6/2/15)
 - *Media inquiries. Departments are often contacted directly by the media. Staff should consult their supervisor to determine their department's protocol for the handling of media phone calls. Departments are free to provide information directly to the media. The public information officer is available to assist departments with preparing for or responding to media inquiries.*
 - We leave it up to department heads or supervisors to make their own decisions related to the media. When a department head is unsure if they should speak on a certain topic they typically contact the City Administrator or myself. We don't inhibit our elected officials communication with the media in any way.
- City of Grand Forks — John Bernstrom, Communications Specialist (6/2/15)
 - Currently working on a council approved plan. We've started and stopped this process of our Communication Plan several times. We are taking another run at it the next couple of months.
- City of Minot — no response
- Bismarck Public Schools — Renae Hoffman Walker — Community Relations Director

- Policies provide basic guidance on news media relations, news releases, board meeting news coverage, and communication during emergencies.

Through internet searches we found examples from cities including Baytown, Texas; Hamilton, California; and Virginia Beach, Virginia. Examples range from simple to very lengthy. Cities with more elaborate media policies also seem to have one or more full-time employees whose sole job responsibility is communications/public information. Public information duties currently make up about 25% of the City of Mandan's Business Development and Communication Director's responsibilities and about 50% of the Program Coordinator's responsibilities. With this in mind, we recommend a more flexible set of guidelines rather than a rigid policy. The proposed guidelines are based largely on the example found from the City of Baytown, Texas.

Following the discussion and potential adoption of media guidelines for the City of Mandan, we recommend that the City provide hands-on media training for the City Commission, department managers and supervisors. The City should continue to provide such training in future years, perhaps every 2-3 years to accommodate any new staff leaders and to reinforce previous training. The Business Development and Communications Department has been in contact with two local communications professionals regarding arrangements for training during the fall of 2015. A workshop is tentatively scheduled for the afternoon of Sept. 30.

ATTACHMENTS:

- Draft Media Relations Guidelines
- Available upon request:
 - Mandan Police Department News Media Relations Policy
 - Mandan Fire Department Standard Operating Procedure (pages 8-9 provide Public Information guidance)

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal

LEGAL REVIEW: Attorney Brown has reviewed the proposed guidelines.

RECOMMENDATION: I recommend adoption of the proposed media relations guidelines for the City of Mandan.

A city commissioner has requested a change to the section labeled "Spokesperson Roles" on page 2 with regard to the section about elected officials. The suggestion is that portfolio commissioners serve as the official spokespersons for portfolio subjects rather than the mayor. An additional suggestion was to clarify that if the mayor or a commissioner is contacted by the media, that BOTH the mayor and commissioner need to

be clear about whether his or her comments represent the official city position (after a vote) or is a personal viewpoint.

Note: The statement about the role of elected officials and the mayor serving as the official spokesperson was taken from the Leadership Code of Ethics for Elected Officials previously been adopted. Thus if the change is to be made, it should be made in both documents to be consistent.

SUGGESTED MOTION: I move the City of Mandan adopt media relations guidelines as proposed.



City of Mandan Media Relations Guidelines — Draft V4

Premise

The City of Mandan is committed to creating and maintaining consistent, accurate and timely communication with all members of the media and the public regarding programs, projects, planning, activities and policy decisions of the City Commission. The City values the role media play in communicating City news and information to the public and the value of reporting the public's views and opinions of the City of Mandan.

Media representatives are welcome to attend all regular and special meetings for the City Commission as well as the City's various commissions, boards and committees appointed for specific purposes.

This document establishes guidelines for the news media regarding inquiries of the City of Mandan elected officials and staff and likewise guides City of Mandan elected officials and employees regarding their communication with the news media.

Ways to Stay Informed

One of the easiest ways to stay informed is by making use of the city website, www.cityofmandan.com. You can sign up for e-mail updates to receive notices of various meetings, news and announcements. Other ways to stay informed include:

- Review of City meeting agendas, minutes.
- Attendance at City meetings or review of televised meetings via Government Access Channel 2, in high definition on 602, and archived at www.freetv.org.
- City news releases — Contact the City Business Development and Communications Department to be sure you are on the e-mail distribution list by 701-667-3485 or sending an e-mail to info@mandan.govoffice.com.
- *Mandan Messenger* newsletter — contact the City Business Development and Communications Department to be added to the mailing list or sign up online to receive an e-mail notification when the newsletter is posted to the city website. Archives are available on the city website.
- E-Messenger — coming soon
- City Facebook page (www.facebook.com/CityofMandan)
- Made in Mandan Facebook page (www.facebook.com/MadeInMandan)

Inquiries from Reporters

The City Business Development and Communications Department can assist members of the media who need help determining the appropriate contact person(s) for a story. Call 701-667-3485.

Contacting City Staff

Reporters who already know names and phone numbers of staff members they wish to interview may contact those individuals directly. A list of department phone numbers and addresses is available on our [City Departments](#) webpage.

SPOKESPERSON ROLES

All spokespersons shall attempt to provide a timely and thorough response to all media requests for information and interviews, but may ask for and expect to be afforded additional time to research relevant issues and prepare for the interview. The City Administrator and Business Development and Communications Department staff are available to provide assistance and advice in preparation for media encounters.

If the City position on a topic is unclear or if the subject matter is controversial in nature, consultation with the City Administrator and Communications Department is recommended to assure an accurate and consistent response.

Elected Officials.¹ The mayor is the official spokesperson for the City Commission. The mayor is the designated representative of the Commission to present and speak on the official City position. If the media contacts an individual Commissioner, the Commission member should be clear about whether his or her comments represent the official City position or a personal viewpoint.

Employees. All employees are permitted to respond directly to the media. Employees should limit their discussion of city operations to those areas where they have specific knowledge, referring other requests to the appropriate subject matter expert. After speaking directly with members of the media, employees, with the exception of Police and Fire, are asked to notify their appropriate department director, who will then notify the City Administrator and Business Development and Communications Department.

The City Administrator is the City's official spokesperson for all City departments, except Police and Fire, or as directed by the City Administrator. Staff assigned with public information responsibilities will promote information about City initiatives, projects and services to the news media and public.

- Business Development and Communications Department staff are available to facilitate communications with the media, including answering questions, responding to developing situations, and offering assistance as needed.
- Business Development and Communications Department staff members are available to all City elected officials and employees for advice, consultation, and assistance in media relations.
- When the City Administrator is unavailable to serve as the City's spokesperson, the Business Development and Communications Director may serve as an alternate unless otherwise designated by the City Administrator.

Public Safety. The Police Chief and Fire Chief may designate a member(s) of their respective departments to serve as the City's official spokesperson for public safety incidents, including but not limited to criminal reports and fire scene reports. The Police and Fire designees should share news releases and media announcements with the Business Development and Communications Department to coordinate corresponding posting as appropriate to Department and/or City websites and social media. On the scene of an active police or fire incident, the incident commander will serve as the media contact until Police or Fire designee is present unless an alternate spokesperson is designated by the Police Chief or Fire Chief.

¹Leadership Code for Elected Officials, p. 17

Department Representation. Each department director will serve as the media liaison or primary contact for the respective department, unless otherwise approved by the City Administrator. The Business Development and Communications Department will maintain a list of all authorized department media representatives. Their role is to provide official, accurate information to media on behalf of their department and the City. Each liaison will inform the City Administrator of media requests for information and other contacts with the media.

Other City Staff. When employees other than designated liaisons are contacted by the media requesting readily available information about City operations known to be public, employees are encouraged to treat the reporter as a customer with courtesy and professionalism. Please make a reasonable offer to provide basic requested information, or refer the media to the appropriate department director or City Administrator. Such information includes, but is not limited to, City staff names, titles and extensions; public meeting dates, locations and agendas; provisions of City ordinances or City charter; and copies of materials prepared by the City for public distribution.

If the employee is unsure how to respond to the inquiry, he or she should forward the request to the appropriate department director. In passing requests along to others, please help in assuring a timely media response by obtaining the journalist's name, media outlet, contact number, deadline and topic.

MEDIA OUTREACH

Departments may prepare media announcements and news releases for direct distribution to the media as the situation warrants or they may utilize the services of the Business Development and Communications Department as needed. A list of local media contacts may be obtained upon request from the Business Development and Communications Department. Departments should provide the Business Development and Communications Department with a copy of all such announcements and news releases.

EMERGENCY/CRISIS SITUATIONS

The main focus of the City during any emergency will be on the security and safety of the public and on the preservation of property. City officials will work with law enforcement to secure and manage an emergency and to provide information to the community via the news media and direct methods as feasible.

In the event of a declared emergency crisis, the City Administrator will designate a formal media area, if needed. Potential sites include the Ed "Bosh" Froehlich Room at City Hall, 205 Second Avenue NW, or the Morton County Commission meeting room in the basement of the County Courthouse, 210 Second Avenue NW. The City Administrator will also designate an official spokesperson for dissemination of information. The Business Development and Communications Department director or designee will be available in the Emergency Operations Center to assist with dissemination of information to the public and response to media inquiries.

TRAINING

The Business Development and Communications Department will provide or arrange for basic instruction in media relations for all elected officials, department directors and others designated to serve as media contacts for their respective departments. Formal, hands-on training is to be provided approximately on an every other year basis with basic instruction provided as needed with changes in positions.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider additions to Chapter 24 Traffic and Vehicles of the new city code

STATEMENT/PURPOSE:

The new city code that was recently adopted will take effect on October 1, 2015. Staff has identified some additional sections of Chapter 39 Motor Vehicles of the North Dakota Century Code that need to be referenced in city code.

BACKGROUND/ALTERNATIVES:

There needs to be a city code section number linked to each section number of Chapter 39 Motor Vehicles of the North Dakota Century Code in order to issue citations into municipal court for violations of Chapter 39.

Numerous sections were added with the adoption of the new code. This proposed action will add additional sections to Chapter 24 Traffic and Vehicles and adjust the numbering of already adopted sections.

ATTACHMENTS:

1. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

Staff recommends adoption of this ordinance.

SUGGESTED ACTION:

Move to Resolutions and Ordinances No. 3



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 11, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider resolution setting recommended penalty amounts for various traffic violations

STATEMENT/PURPOSE:

The new city code that was recently adopted will take effect on October 1, 2015. The old code contained numerous recommended penalty amounts in the text of the code. Most of these were changed to reference the municipal judge's penalty authority.

BACKGROUND/ALTERNATIVES:

There are many violations of city code that do not justify assessing the maximum penalty allowed by law. There are numerous violations of the motor vehicle requirements contained in the North Dakota Century Code that fall in this category.

State law allows a person, if they so choose, to pay the penalty without having to appear in court.

Police officers, when issuing citations for motor vehicle violations that do not require an appearance in court, must list the penalty amount that the person cited is required to pay.

A list of recommended penalties has been developed for motor vehicle violations. Setting these by resolution rather than adopting them into the new code provides a means to organize them into one place and makes it easier to periodically update penalty assessments as needed.

ATTACHMENTS:

1. Resolution

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

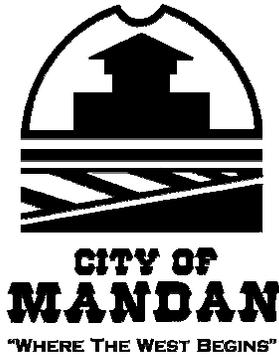
LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION:

Staff recommends adoption of this resolution.

SUGGESTED ACTION:

Move to Resolutions and Ordinances No. 4



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 8, 2015
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Recycling Program Communications Plan

STATEMENT/PURPOSE: To provide a communications plan outlining when and how information will be provided to residents about the single-sort, curbside recycling program to be implemented in 2016.

BACKGROUND/ALTERNATIVES: The City Commission approved adoption of a single-sort, curbside recycling program during its discussion of the 2016 budget at its Aug. 18 meeting. The City's Business Development and Communications staff, City Administrator Jim Neubauer, Finance Director Greg Welch and Public Works Director Jeff Wright met with Dakota Sanitation Owner Rick Anderson in August to discuss the timeline for implementation and communications needs.

Roles and Responsibilities. In general, Dakota Sanitation will undertake any activities with a direct cost and the City will complement these efforts with assistance in public relations such as issuing news releases, seeking media guest interviews, creating of a www.cityofmandan.com/recycle webpage, publishing regular how-to information, messages of social responsibility and progress updates in the Mandan Messenger monthly newsletter and City Facebook page. Other conduits may include a Dakota Media Access video report on the government cable channel, public service displays on local digital billboards, public service announcements on local radio stations, and inclusion in public presentations by city officials. We may also use the electronic message center on East Main as the content schedule allows.

Proposed initial timeline

- Oct. 1 —Deadline for Dakota Sanitation to submit key how-to information to the City including but not limited to collection dates and times, placement of totes for

- pickup, lists of recyclables and non-recyclables, and other directions, plus a draft of brochure for City review.
- Oct. 12—Deadline for Dakota Sanitation to finalize the brochure.
 - Information also to be posted during this same timeframe to www.cityofmandan.com/recycle with supporting issuance of a news release and social media posts.
 - Oct. 26—Deadline for delivery of brochures to Presort or City (TBD) for insertion with November newsletter and distribution via other outlets.
 - November — Utility bill recipients will receive recycling brochure with their monthly bill and newsletter
 - December — Residents to receive totes with information packet.
 - Dec. 10 — Guest show segment on KFYR Country Morning Today
 - Jan. 1 — Collection of totes for recyclables begins.

Other. In researching and reviewing best practices in recycling programs, one helpful resource was the Curbside Value Partnership. Another award-winning program for a Canadian city noted approval of a goal for the City’s program such as a target of 65% residential waste diversion by a certain year.

ATTACHMENTS: Dakota Sanitation outline

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal

LEGAL REVIEW: n/a

RECOMMENDATION: No action is required.

SUGGESTED MOTION: No action is required.

Dakota Sanitation Recycling Program Communications Outline

- PROMOTIONAL AND ADVERTISING PLAN
 - o Public announcement to the award of the contract
 - o Website development, commingling with the city of Mandan's site.
 - o Mass mailers sent in monthly Mandan newsletter re: what /when to recycle with service in the next newsletter.
 - o In monthly newsletter: numbers and percentages of waste reduction in newsletter.
 - o Billboard – 1st of the year.

 - KEY MESSAGES
 - o Paying now to avoid paying much more in the future, through waste reduction in single-stream recycling.
 - o The largest man-made structure anywhere in the world is a landfill, we at Dakota Sanitation aim to reduce the growth of our public landfill.
 - o By Mandan starting single-stream recycling, we are setting the precedent for the surrounding communities to follow the good example.
 - o Generations to come will have the skills to maintain a "go green" lifestyle.

 - PROPOSED GRAPHICS (BRANDING/THEME) COLOR CHOICES ETC.
 - o The container color of the totes will be decided by the city of Mandan.
 - o Dakota Sanitation's logo will be heat stamped on each side of the tote, as well as a recycling logo on the top of the lid.
 - o The top of each lid will have a full color listing of what can and cannot be recycled.

 - PRINT OR COLLATERAL MATERIALS (PACKETS, MAGNETIC CALENDARS, STICKERS. ETC)
 - o All will be included inside the tote and calendars will be mass mailed prior to each calendar year expiring, and will have a full list of holiday services, and weather related issues.
-

- ANY PAID ADVERTISING (INCLUDING CHOSEN MEDIUMS IE: NEWSPAPER, FACEBOOK, CITY OF MANDAN FACEBOOK, MADE IN MANDAN COMMUNITY MARKETING PAGE, RADIO, TV, & BILLBOARDS).
- Before initiating any and all advertisements, Dakota Sanitation will request approval from Mandan officials.
 - o SCHOOL FLYERS
 - o GOOGLE
 - o FACEBOOK
 - o TRIBUNE
 - o KFJR
 - o BISMAR
 - o MANDAN CITY EVENTS
 - o TWITTER
 - o BILLBOARDS
 - o PUBLIC SPONSORSHIPS

- MANDAN PUBLIC SCHOOLS K-5 NEWSLETTER SCHEDULE & FEES.
 - o Will have our flyer in all packets to send home with students' monthly newsletter.

Our budget plan will be open and initially strong using all media sources.

Dakota Sanitation would appreciate any discounts privy to the city of Mandan for any advertising, and would like to be working together for the cause.

We would appreciate any advice or assistance in putting together the best ad campaign.

Dakota Sanitation will put in place monthly newsletter updates for the city of Mandan recycling.

Dakota Sanitation will supply the city of Mandan with the numbers of tonnages hauled for recycling and the volume reduced from the number of loads of garbage hauled by Mandan garbage services.

Through advanced monitoring technology, Dakota Sanitation will be able to see who is not recycling and will utilize the information to target those residents for extra marketing.

Sample Tote Sticker

| | | | | | |
|--------------------------------|--|---|------------|--|-------------|
| ROMO PRODUCTION DRAWING | | P/N: City of Appleton | REV: _____ | APPROVED BY: _____ | DATE: _____ |
| CUST: Rehrg Pacific Company | | MATERIALS COND: 7.5 Mil. Clear Zynicast | | COLORS/PMS: 4 Color Process, Red PMS 485, Green PMS 354, White | |
| SIZE: 12.0" x 8.0" | | DRAWING REVISION RECORD OR NOTES: | | | |
| SPECIAL REQUIREMENTS: | | 4 Color Process on White Background | | | |

8.0"

Place ONLY Recyclable Items In This Cart.

DO NOT PLACE THESE ITEMS IN THIS CART.

| | | | |
|--------------------------|--|--|--|
| Paper | | | |
| Plastic | | | |
| Glass & Metal | | | |

YES

FOR QUESTIONS ABOUT SINGLE-STREAM RECYCLING CALL:
832-5277 or Visit
www.RecycleMoreOutagamie.org

DO NOT RECYCLE

12.0"

CUSTOMER ART APPROVAL

Attn: WH1059

Customer PO#: 341337

Romo Job#: 341337 Date: 2/4/13

CSR: Becky Murphy GPS: MJ

ROMO
RECYCLABLE SUBSTRATES
Recycling. Learning. Improving.

Please indicate any corrections or changes above. Your approval indicates your complete acceptance of the part produced. Please sign and E-mail or Fax to 920-336-5171

Proof Approved.
 Proof Approved with changes or corrections indicated.
 Make changes and provide new proof.

Signature/Date _____

~~XXXXXXXXXX~~

Flyers

Draft - Not yet approved



Single-Stream Recycling

ACCEPTED

| | | |
|---|--|---|
|  <p>Plastic Bottles & Containers</p> |  <p>Glass Bottles & Containers</p> |  <p>Paper</p> |
|  <p>Food & Beverage Cartons</p> |  <p>Flattened Cardboard & Paperboard</p> |  <p>Food & Beverage Cans</p> |

UNACCEPTED (Do NOT include in your mixed recycling):

| | | |
|--|---|---|
|  <p>NO Yard Waste</p> |  <p>NO Styrofoam</p> |  <p>NO Plastic Bags</p> |
|  <p>Dakota SANITATION INC. A ROLL-OFF SERVICE 701-258-4679</p> |  <p>NO Electronics</p> |  <p>NO Motor Oil</p> |

For questions, call 1-877-258-4679
<http://DakotaSanitation.com/recycling.asp>

We will have pictures to match each description

Draft - not yet approved.

flyers



Single-Stream Recycling

Single-stream recycling increases recycling and makes recycling more streamlined and convenient by simplifying the process of collecting and sorting recyclable materials. Below is a list of accepted/unaccepted recyclables.

ACCEPTED

Fibers

- Brown grocery bags
- Beer & Soda cases
- Cake & snack boxes
- Cardboard (non-waxed)
- Catalogs
- Cereal boxes
- Magazines
- Office / School Paper (all colors)
- Junk mail
- Newspaper & Inserts
- Pizza delivery boxes
- Drink and Broth Boxes
- Milk and Juice Cartons
- Telephone books
- Soft cover books

Plastics

- Narrow neck & screw top
- Juice and Berry containers
- Yogurt tubs, butter tubs, etc.
- Milk jugs
- Water bottles
- Plastic toys
- Plastic Containers with symbol #1 & #2
- Plastic Containers with symbol #3 - #7
- Squeezable bottles with symbol #4

Metals and Plastics

- Aluminum Cans
- Beer Bottles
- Steel Food Cans
- Tin & Other Household Metals
- Empty aerosol cans (non-toxic & no caps)
- Metal Household Items (cooking pots & pans)
- Glass Containers that contained food or beverage product
- All colored Glass (brown, green and clear)

UNACCEPTED

- Auto glass
- Ceramics
- Christmas Lights
- Clothes
- Coat hangers
- Diapers
- Dishware
- Drinking Glasses
- Extensions Cords
- Garden hoses
- Porcelain
- Styrofoam
- Window glass
- Syringes
- Light bulbs
- Medical waste
- Microwave trays
- Mirror glass
- Motor oil
- Needles
- Packing peanuts
- Plastic bags and film
- Plastic tarps
- Plastic food wraps
- Waxed cardboard and paper
- Electronic waste (batteries, phones, etc.)
- Compostable plastics (#7 PLA)
- Glass bakeware / cookware (Pyrex)
- Paper products with food residue
- Food Waste / Organic material

For questions, call 1-877-258-4679
<http://DakotaSanitation.com/recycling.asp>



Draft - not yet approved magnets



2016 Recycling Schedule

| January | | | | | February | | | | | March | | | | | April | | | | |
|-----------|----|----|----|----|----------|----|----|----|----|----------|----|----|----|----|----------|----|----|----|----|
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| | | | | 1 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | | | | | 1 | |
| 4 | 5 | 6 | 7 | 8 | 8 | 9 | 10 | 11 | 12 | 7 | 8 | 9 | 10 | 11 | 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 | 15 | 16 | 17 | 18 | 19 | 14 | 15 | 16 | 17 | 18 | 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 | 22 | 23 | 24 | 25 | 26 | 21 | 22 | 23 | 24 | 25 | 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 | 29 | | | | | 28 | 29 | 30 | 31 | 25 | 26 | 27 | 28 | 29 | |
| May | | | | | June | | | | | July | | | | | August | | | | |
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| | | | | | | | 1 | 2 | 3 | | | | | 1 | 1 | 2 | 3 | 4 | 5 |
| 9 | 10 | 11 | 12 | 13 | 6 | 7 | 8 | 9 | 10 | 4 | 5 | 6 | 7 | 8 | 8 | 9 | 10 | 11 | 12 |
| 16 | 17 | 18 | 19 | 20 | 13 | 14 | 15 | 16 | 17 | 11 | 12 | 13 | 14 | 15 | 15 | 16 | 17 | 18 | 19 |
| 23 | 24 | 25 | 26 | 27 | 20 | 21 | 22 | 23 | 24 | 18 | 19 | 20 | 21 | 22 | 22 | 23 | 24 | 25 | 26 |
| 30 | 31 | | | | 27 | 28 | 29 | 30 | 25 | 26 | 27 | 28 | 29 | 29 | 30 | 31 | | | |
| September | | | | | October | | | | | November | | | | | December | | | | |
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | 1 | 2 | 3 | 4 | | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 7 | 8 | 9 | 10 | 11 | 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 14 | 15 | 16 | 17 | 18 | 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 21 | 22 | 23 | 24 | 25 | 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 | 31 | | | | | 28 | 29 | 30 | 26 | 27 | 28 | 29 | 30 | | |

Recycling will be picked up every other week on your normal garbage day.

RED = Even House Numbers

GRAY = Odd House Numbers

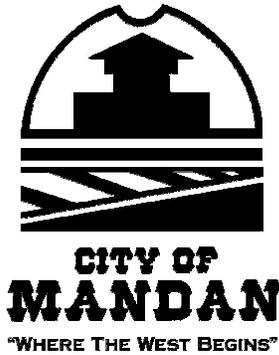
Holidays

Dakota Sanitation is closed for all services in recognition of Thanksgiving Day, Christmas Day, and New Year's Day. If your recycling day lands on any of these holidays, you will be serviced the following day and all pick ups for the remainder of that week will be one day late.



For additional information, go to: <http://DakotaSanitation.com/recycling.asp>

- Requesting collection by area, rather than odd/even to avoid confusion among neighbors.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2015
PREPARATION DATE: September 15, 2015
SUBMITTING DEPARTMENT: Engineering/City Attorney
DEPARTMENT DIRECTOR: Justin Froseth/Malcolm Brown
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Legal Action Against Mr. Volochenko for Violating the City's Stormwater Management Ordinance

STATEMENT/PURPOSE: To pursue legal action against Mr. Volochenko for failure to comply with the city's stormwater management ordinance.

BACKGROUND/ALTERNATIVES: On August 14th, 2015, I received a concern from Jeff Wright, the Director of Mandan Public Works, concerning the re-grading activities on the property without an approved stormwater management plan nor proper erosion controls. Re-grading activities have caused unapproved alterations to stormwater collection for the lots owned by Leslie Volochenko (identified as PUD 15-1) and other surrounding residential lots. Furthermore, an alteration to the Mandan storm drainage system is also evident.

I contacted Joseph Camisa, Mandan City Code Enforcement Officer, to follow up with the property and Volochenko. Camisa met with Volochenko at his 506 Collins Ave address on September 2nd, 2015. He explained the issue and the City's concerns about the grading activities. Volochenko stated a plan was submitted to the City and received no response in relation to its status. He was under the impression the plan was accepted as no rejection was sent to him.

I contacted the site designer on April 9th, 2015, regarding required revisions to the stormwater management plan before it can be accepted. I followed up again with the designer several weeks ago to ensure the City did not miss the submitted revisions.

As of the commencement of grading activities, no revised stormwater management plan has been received or approved.

Sequence of Events:

August 14th, 2015—Wright inspects property and notifies City Engineer.

August 17th, 2015—Camisa inspects the property to find no new changes.

August 21st, 2015—A certified letter was sent to Volochenko requiring activities to stop and restore the land.

August 31st, 2015— Camisa did another inspection and found no progress to restore the land since the August 21st letter was mailed.

September 2nd, 2015—Camisa spoke with Volochenko about revising the management plan and to contact the him for a visit to the property.

September 14th, 2015—The City has not been contacted by Volochenko.

Per section 14.1-06-05 of the municipal code, the board of commissioners must authorize the city attorney to commence action for appropriate legal and/or equitable relief. The section is pasted below:

“Section 14.1-06-05 Legal Action.

The discharge of deposited or eroded materials onto public rights-of-way or public storm sewer systems within the City of Mandan shall be considered an offense and may result in an order to remove such materials. Removal of such materials shall be at the owner's expense based on the properties from which they originated. The owner shall have three (3) days after receiving the notice to remove these materials. If such materials are not removed they may be removed under the City Engineer's direction and any associated costs shall be the responsibility of the owner. If any person commences any land disturbing activities which result in increased stormwater quantity or stormwater quality degradation into the City stormwater management system contrary to the provisions of this title, federal or state requirements or any order of the City, the City Attorney may, following the authorization of such action by the Board of City Commissioners, commence action for appropriate legal and/or equitable relief

Source: Ord. 1005 §7 (2006)”

ATTACHMENTS:

1. Affidavit
2. August 20th Notice Letter to Volochenko

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2015

Subject: Legal Action Against Mr. Volochenko for Violating the City's Stormwater Management Ordinance

Page 3 of 7

LEGAL REVIEW: City attorney Brown has reviewed this item and agrees that legal action is appropriate to address the problem explained.

RECOMMENDATION: Authorize the City Attorney to commence action for appropriate legal and/or equitable relief.

SUGGESTED MOTION: I move authorize the City Attorney to commence action for appropriate legal and/or equitable relief.

STATE OF NORTH DAKOTA
COUNTY OF MORTON
CITY OF MANDAN

AFFIDAVIT
(Stormwater Management)

I, Justin Froseth, being first duly sworn, depose and state the following:

That I am the Director of Engineering and Planning for the City of Mandan and I believe there is probable cause that Leslie Volochenko violated city ordinance (14.1-05-01); unlawful land disturbing and development activities, more particularly the re-grading of soil and blocking of stormwater drainage that is causing an increase in stormwater quantities, degradation of stormwater quality, and restriction of flow to the sewer system, located at the following legal description in Mandan:

All of Lot AE of the NE¼, South of Highway 94, excluding Lot 1 of Lot AE of NE¼ and LESS Parcel 3-1 ROW (1.31ac), on Missouri River Drive. This parcel is further described by City ID #2823 (PUD 15-1 Ord. 1203) and Morton County ID #65-5698000.

On August 14th, I received a concern from Jeff Wright, the Director of Mandan Public Works, concerning the re-grading activities on the property without an approved stormwater management plan and proper erosion controls. I contacted Joseph Camisa, Mandan City Code Enforcement Officer, to follow up with Volochenko.

After a re-inspection was conducted on September 14th, 2015 the grading has not been corrected nor a stormwater management plan approved.

Justin Froseth, Engineering Director

Subscribed and sworn to before me this day of September 2015.

Notary Public
Morton County, North Dakota
Commission expires:



"WHERE THE WEST BEGINS"

CITY OF MANDAN

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

CITY DEPARTMENTS

| | |
|-------------------------------|----------|
| ADMINISTRATION | 667-3215 |
| ASSESSING/BUILDING INSPECTION | 667-3230 |
| BUSINESS DEVELOPMENT | 667-3405 |
| CEMETERY | 667-6044 |
| ENGINEER/PLANNING & ZONING | 667-3225 |
| FINANCE | 667-3213 |
| FIRE | 667-3288 |
| HUMAN RESOURCES | 667-3217 |
| LANDFILL | 667-0184 |
| MUNICIPAL COURT | 667-3270 |
| POLICE | 667-3455 |
| PUBLIC WORKS | 667-3240 |
| WASTEWATER TREATMENT | 667-3278 |
| SPECIAL ASSESSMENTS | 667-3271 |
| UTILITY BILLING | 667-3219 |
| WATER TREATMENT | 667-3275 |

August 20, 2015

Leslie Volochenko
506 Collins Avenue
Mandan, ND 58554

Dear Mr. Volochenko,

Be advised that the 5 properties within the Volochenko Addition (Part of Auditor's Lot AE of the NE ¼ of Section 26 Township 139 N., R. 81 W. to the city of Mandan) are not in compliance with the city of Mandan's SWMP requirements. Most notably, Title 14.1-05-01 – Stormwater Management, which states;

"It is unlawful to initiate land development, land disturbing, or other activities which result in an increase in stormwater quantities, degradation of stormwater quality, or restriction of flow in any storm sewer system, open ditch or natural channel, stormwater easement, water body, or wetland outlet within the jurisdiction of the City, without having first complied with the terms of this title. (Source: Ord. 1005 §6 2006)"

The city has observed land disturbing activities on this property and is concerned about the negative impacts that may result to neighboring properties. In particular, it has been observed that a natural channel that once drained generally north to a city owned and maintained storm facility has been blocked. Also observed is that fill material has been brought in around that city storm inlet and that the manhole for that inlet has been raised to accommodate. All of the aforementioned activity is not allowed since the city has not approved a SWMP for this property. Other concerns include; no observed erosion control measures for an active construction site and lack of clear property boundary staking resulting in questions of stockpiles crossing over property lines.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2015

Subject: Legal Action Against Mr. Volochenko for Violating the City's Stormwater Management Ordinance

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At this time, the city is directing you, the landowner, to;

- 1) Restore the natural low area where water channeled towards the city owned and maintained inlet. **Contact Justin with the city to schedule a meeting onsite before starting.**
- 2) Install BMP (Best Management Practices) erosion control where necessary to ensure that no sediment or any other material leaves your site.
- 3) Cease all earthmoving activities, aside from the activity necessary to accomplish item #1, until you have an approved SWMP.

Failure to act as outlined above by Wednesday, August 26th 2015 may result in the city taking action including, but not limited to, pursuing civil offense charges, pursuing cost of damage expenses, or work under the direction of the city engineering department to bring back to pre-existing conditions to be paid for by the property owner.

Please contact me at 701-667-3227 to fulfill item #1, or with any questions.

Sincerely,



Justin Froseth

Planning and Engineering Director, City of Mandan

Enclosure: Ordinance No. 1005 (Ordinance to create and enact a new Title 14.1 relating to Stormwater Management)

Cc: Jim Neubauer, City Administrator
Malcolm Brown, City Attorney



ORDINANCE NO. 1219

An Ordinance to Adopt Amendments to Chapter 24 Traffic and Vehicles of the New Mandan Code of Ordinances

WHEREAS, Ordinance No. 1207 was recently adopted to revise the city code, and

WHEREAS, The revised city code contains cross-references to NDCC sections; and

WHEREAS, City staff have identified several additional references to NDCC sections that need to be added to the city code.

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

Section 1. Amendments to adopted code. The new Mandan Code of Ordinances recently adopted by Ordinance No. 1207 is hereby amended.

a. A new Section 24-12-9 is added and existing section 24-12-9 is renumbered 24-12-10.

Sec. 24-12-9. Use of a wireless communications device prohibited.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-08-23.

39-08-23. Use of a wireless communications device prohibited.

1. The operator of a motor vehicle that is part of traffic may not use a wireless communications device to compose, read, or send an electronic message.
2. Under this section:
 - a. "Electronic message" means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. The term includes e-mail, a text message, an instant message, a command or request to access a worldwide web page, or other data that uses a commonly recognized electronic communications protocol. The term does not include:
 - (1) Reading, selecting, or entering a telephone number, an extension number, or voice mail retrieval codes and commands into an electronic device for the purpose of initiating or receiving a telephone or cellular phone call or using voice commands to initiate or receive a telephone or cellular phone call;
 - (2) Inputting, selecting, or reading information on a global positioning system device or other navigation system device;
 - (3) Using a device capable of performing multiple functions, such as fleet management systems, dispatching devices, smartphones, citizen band radios, music players, or similar devices, for a purpose that is not otherwise prohibited;

- (4) Voice or other data transmitted as a result of making a telephone or cellular phone call; or
- (5) Data transmitted automatically by a wireless communication device without direct initiation by an individual.
- b. "Traffic" means operation of a motor vehicle while in motion or for the purposes of travel on any street or highway and includes a temporary stop or halt of motion, such as at an official traffic-control signal or sign. The term does not include a motor vehicle that is lawfully parked.
- 3. This section does not apply if a wireless communications device is used for obtaining emergency assistance to report a traffic accident, medical emergency, or serious traffic hazard or to prevent a crime about to be committed, in the reasonable belief that an individual's life or safety is in immediate danger, or in an authorized emergency vehicle while in the performance of official duties.

b. Correct Section 24-14-4 to read: Sec. 24-14-4. Obedience to any required traffic - control devices.

c. Section 24-14-33 is relocated as Section 24-17-2 and section numbers 24-14-34 through 24-14-44 renumbered 24-14-33 through 24-14-43.

d. New section 24-14-44 is added.

Sec. 24-14-44. Weight limitations for vehicles on highways other than the interstate system.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-12-05.3.

39-12-05.3. Weight limitations for vehicles on highways other than the interstate system.

- 1. A person may not operate on a highway that is not part of the interstate system any vehicle with a single axle that carries a gross weight in excess of twenty thousand pounds [9071.85 kilograms] or a wheel load over ten thousand pounds [4535.92 kilograms]. A wheel may not carry a gross weight over five hundred fifty pounds [249.48 kilograms] for each inch [2.54 centimeters] of tire width. Axles spaced forty inches [101.60 centimeters] apart or less are considered as one axle. On axles spaced over forty inches [101.60 centimeters] and under eight feet [2.44 meters] apart, the axle load may not exceed nineteen thousand pounds [8618.26 kilograms] per axle, with a maximum of thirty-four thousand pounds [15422.14 kilograms] gross weight on a tandem axle and a maximum of forty-eight thousand pounds [21772.32 kilograms] gross weight on any grouping of three or more axles. The wheel load, in any instance, may not exceed one-half the allowable axle load. Spacing between axles is measured from axle center to axle center.
- 2. Subject to the limitations imposed by subsection 1 on tires, wheel, and axle loads, a person may not operate on a highway that is not part of the interstate system any vehicle the gross weight of which exceeds that determined by the formula of:

$$\frac{W = 500 (LN + 12N + 36)}{N-1}$$

N-1

- where W equals the maximum gross weight in pounds on any vehicle or combination of vehicles; L equals distance in feet between the two extreme axles of any vehicle or combination of vehicles; and N equals the number of axles of any vehicle or combination of vehicles under consideration. The gross weight on state highways may not exceed one hundred five thousand five hundred pounds [47854.00 kilograms] unless otherwise posted and on all other highways the gross weight may not exceed eighty thousand pounds [36287.39 kilograms] unless designated by local authorities for highways under their jurisdiction for gross weights not to exceed one hundred five thousand five hundred pounds [47854.00 kilograms]. Local authorities are encouraged to assess all roads under their jurisdiction and designate the roads for the appropriate weight limits allowed under this subsection.
3. The gross weight limitations in subsections 1 and 2 do not apply to equipment the director and the state highway patrol approve for exemption. The exemption may not exceed one hundred five thousand five hundred pounds [47854.00 kilograms]. For every vehicle approved for exemption the highway patrol shall issue a nontransferable permit valid for one year. The highway patrol may charge an administrative fee for the permit.
 4. The director, and local authorities, as to the highways under their respective jurisdictions, may issue permits authorizing a specific motor vehicle to exceed the weight limitations stated in subsections 1 and 2 by ten percent. The permits may not provide for a gross weight in excess of one hundred five thousand five hundred pounds [47854.00 kilograms]. The permits must provide only for the movement of agricultural products from the field of harvest to the point of initial storage site, and for the collection and transport of solid wastes, during the period from July fifteenth to December first, and for the general movement of products during the period from December first to March seventh. The appropriate jurisdictional authority shall establish an appropriate fee for the permits and direct how they shall be issued. The highway patrol shall issue the permits authorized by the director.
 5. The director, and local authorities, as to highways under their respective jurisdictions, may issue permits authorizing all vehicles carrying potatoes or sugar beets to exceed weight limitations stated in subsections 1 and 2 by ten percent during the period from July fifteenth to December first. The permits may not provide for a gross weight in excess of one hundred five thousand five hundred pounds [47854.00 kilograms]. The appropriate jurisdictional authority shall establish an appropriate fee for the permits and direct how they shall be issued. The highway patrol shall issue the permits authorized by the director.
 6. The gross weight limitations in subsections 1 and 2 do not apply to movement of a self-propelled fertilizer spreader if the weight of a single axle does not exceed twenty-two thousand pounds [9973.03 kilograms] and does not exceed five hundred fifty pounds [249.48 kilograms] for each inch [2.54 centimeters] of tire width. The gross weight limitations in subsections 1 and 2 do not apply to movement of a self-propelled agricultural chemical applicator if the weight of a single axle does not exceed twenty-two thousand pounds [9973.03 kilograms] and does not exceed five hundred fifty pounds [249.48 kilograms] for each inch [2.54 centimeters] of tire width. The highway patrol shall issue a seasonal permit for the commercial movement of vehicles exempted by this subsection. The seasonal permit issued under

this subsection or under subdivision d of subsection 1 of section 39-12-04 entitles an individual with the permit to operate a vehicle as allowed by either of these provisions. A seasonal permit issued under this subsection is subject to the requirements of subdivision d of subsection 1 of section 39-12-04.

7. The weight limitations in subsections 1 and 2 do not apply to equipment the director and the state highway patrol approve for exemption but the weight limitations in section 39-12-05 do apply to that equipment. For every vehicle approved for exemption, the highway patrol shall issue a nontransferable bridge length permit valid for a single trip or a calendar year.
8. The axle weight limitations in subsection 1 do not apply to movements of implements of husbandry or equipment with pneumatic tires used for construction which is used by an agricultural producer while using the equipment for the producer's agricultural, horticultural, or livestock operations if the maximum wheel load does not exceed five hundred fifty pounds [249.48 kilograms] for each inch [2.54 centimeters] of tire width and if the gross weight limitation in this section is not exceeded.

e. New sections 24-15-5 through 24-15-9 are added and existing sections 24-15-5 and 24-15-6 renumbered 24-15-10 and 24-15-11.

Sec. 24-15-5. Visibility distance and mounted height of lamps.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-02.

39-21-02. Visibility distance and mounted height of lamps.

1. Whenever requirement is hereinafter declared as to distance from which certain lamps and devices must render objects visible or within which such lamps or devices must be visible, said provisions apply during the times stated in section 39-21-01 in respect to a vehicle without load when upon a straight, level, unlighted highway under normal atmospheric conditions unless a different time or condition is expressly stated.
2. Whenever requirement is hereinafter declared as to the mounted height of lamps or devices it means from the center of such lamp or device to the level ground upon which the vehicle stands when such vehicle is without a load.

Sec. 24-15-6. Taillamps.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-04.

39-21-04. Taillamps.

1. Every motor vehicle, trailer, semitrailer and pole trailer, and any other vehicle which is being drawn at the end of a train of vehicles, must be equipped with at least one taillamp mounted on the rear, which, when lighted as hereinbefore required, must emit a red light plainly visible from a distance of one thousand feet [304.8 meters] to the rear, provided that in the case of a train of vehicles only the taillamp on the rearmost vehicle need actually be seen from the distance specified. Every such above-

- mentioned vehicle, other than a truck tractor, registered in this state and manufactured or assembled after January 1, 1964, must be equipped with at least two taillamps mounted on the rear, on the same level and as widely spaced laterally as practicable, which, when lighted as herein required, comply with the provisions of this section.
2. Every taillamp upon every vehicle must be located at a height of not more than seventy-two inches [182.88 centimeters] nor less than fifteen inches [38.1 centimeters].
 3. Either a taillamp or a separate lamp must be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of fifty feet [15.24 meters] to the rear. Any taillamp or taillamps, together with any separate lamp for illuminating the rear registration plate, must be so wired as to be lighted whenever the headlamps or auxiliary driving lamps are lighted.

Sec. 24-15-7. Use of multiple-beam road-lighting equipment.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-21.

39-21-21. Use of multiple-beam road-lighting equipment.

Whenever a motor vehicle is being operated on a roadway or shoulder adjacent thereto during the times specified in section 39-21-01, the driver shall use a distribution of light, or composite beam, directed high enough and of sufficient intensity to reveal persons and vehicles at a safe distance in advance of the vehicle, subject to the following requirements and limitations:

1. Whenever a driver of a vehicle approaches an oncoming vehicle within five hundred feet [152.4 meters], such driver shall use a distribution of light, or composite beam, so aimed that the glaring rays are not projected into the eyes of the oncoming driver. The lowermost distribution of light, or composite beam, specified in subsection 2 of section 39-21-20 must be deemed to avoid glare at all times, regardless of road contour and loading.
2. Whenever the driver of a vehicle follows another vehicle within three hundred feet [91.44 meters] to the rear, the driver shall use a distribution of light permissible under this chapter other than the uppermost distribution of light specified in subsection 1 of section 39-21-20.

Sec. 24-15-8. Special restrictions on lamps.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-26.

39-21-26. Special restrictions on lamps.

1. Any lighted lamp or illuminating device upon a motor vehicle, other than headlamps, spot lamps, auxiliary lamps, flashing turn signals, emergency vehicle warning lamps and schoolbus warning lamps, which projects a beam of light of an intensity greater than three hundred candlepower must be so directed that no part of the high-intensity

- portion of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than seventy-five feet [22.86 meters] from the vehicle.
2. No person may drive or move any vehicle or equipment upon any highway with any lamp or device thereon displaying a red or green light visible from directly in front of the center thereof. This section does not apply to any vehicle upon which a red light visible from the front is expressly authorized or required by this chapter.
 3. Flashing lights are prohibited except on an authorized emergency vehicle, schoolbus, snow-removal equipment or on any vehicle as a means of indicating a right or left turn, or the presence of a vehicular traffic hazard requiring unusual care in approaching, overtaking, or passing.

Sec. 24-15-9. Brake equipment required.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-32.

39-21-32. Brake equipment required.

1. Every motor vehicle, other than a motorcycle or motor-driven cycle, when operated upon a highway must be equipped with brakes adequate to control the movement of and to stop and hold such vehicle, including two separate means of applying the brakes, each of which means must be effective to apply the brakes to at least two wheels. If these two separate means of applying the brakes are connected in any way, they must be so constructed that failure of any one part of the operating mechanism does not leave the motor vehicle without brakes on at least two wheels.
2. Every farm tractor, motorcycle, and motor-driven cycle, when operated upon a highway, must be equipped with at least one brake, which may be operated by hand or foot.
3. Every trailer or semitrailer when operated upon a highway at a speed in excess of twenty-five miles [40.23 kilometers] per hour must be equipped with safety chains or brakes adequate to control the movement of and to stop and to hold such vehicle and so designed as to be applied by the driver of the towing motor vehicle from its cab, and said brakes must be so designed and connected that in case of an accidental breakaway of the towed vehicle the brakes are automatically applied.
4. One of the means of brake operation must be parking brakes adequate to hold the vehicle on any grade on which it is operated, under all conditions of loading, on a surface free from snow, ice, or loose material. The parking brakes must be capable of being applied in conformance with the foregoing requirements by the driver's muscular effort or by spring action or by equivalent means. Their operation may be assisted by the service brakes or other source of power provided that failure of the service brake actuation system or other power-assisting mechanism will not prevent the parking brakes from being applied in conformance with the foregoing requirements. The parking brakes must be so designed that when once applied they remain applied with the required effectiveness despite exhaustion of any source of energy or leakage of any kind. The same brakedrums, brakeshoes and lining assemblies, brakeshoe anchors, and mechanical brakeshoe actuation mechanism

normally associated with the wheel brake assemblies may be used for both the service brakes and the parking brakes.

f. New section 24-15-12 is added and existing section 24-15-7 renumbered 24-15-13.

Sec. 24-15-12. Mirror.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-38.

39-21-38. Mirror.

On and after January 1, 1964, every motor vehicle, operated singly or when towing any other vehicle, must be equipped with a mirror so located as to reflect to the driver a view of the highway for a distance of at least two hundred feet [60.96 meters] to the rear of such motor vehicle.

g. New section 24-15-14 is added and existing sections 24-15-8 and 24-15-9 renumbered 24-15-15 and 24-15-16.

Sec. 24-15-14. Restrictions as to tire equipment.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-40.

39-21-40. Restrictions as to tire equipment.

1. Every solid rubber tire on a vehicle must have rubber on its entire traction surface at least one inch [2.54 centimeters] thick above the edge of the flange of the entire periphery.
2. No person may operate or move on any highway any motor vehicle, trailer, or semitrailer having any metal tire in contact with the roadway.
3. No tire on a vehicle moved on a highway may have on its periphery any block, stud, flange, cleat, or spike or any other protuberance of any material other than rubber which projects beyond the tread of the traction surface of the tire, except that it is permissible to use farm machinery with tires having protuberances which will not injure the highway, and except also that it is permissible to use tire chains of reasonable proportions. It is also permissible to use, from October fifteenth to April fifteenth, pneumatic tires which have metal studs which do not project more than one-sixteenth of an inch [1.59 millimeters] beyond the tread of the traction surface of the tire, except that it is permissible to use such tires on schoolbuses at any time during the year.

h. New sections 24-15-17, 24-15-18 and 24-15-19 are added.

Sec. 24-15-17. Modification of motor vehicle.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-45.1.

39-21-45.1. Modification of motor vehicle.

1. An individual who operates a registered motor vehicle on a highway may not modify that vehicle unless the modification meets the following requirements:
 - a. Any modifying equipment must meet any other requirement applicable to a vehicle under chapter 39-21.
 - b. If tires placed on a motor vehicle have a diameter greater than that of the tires on the motor vehicle as manufactured, those tires must be branded with a United States department of transportation tire identification number.
 - c. The maximum body height permitted for a motor vehicle is forty-two inches [106.68 centimeters]. Measurement of body height is made from a level ground surface to the floor of the cargo area.
2. An individual may not operate a registered motor vehicle on a highway unless the motor vehicle is equipped with front and rear bumpers. The height of the bumper must not exceed twenty-seven inches [68.58 centimeters] and this measurement is made from a level ground surface to the highest point on the bottom of the bumper. A horizontal drop bumper may be used to comply with this subsection and must be at least three inches [7.62 centimeters] in vertical width; extend the entire horizontal body width; and be horizontal, load bearing, and attached to the vehicle frame to effectively transfer impact when engaged.
3. Vehicles owned by law enforcement agencies, the military, firefighting agencies, and ambulances may be modified without regard to this section.
4. The director may adopt rules to implement this section.

Sec. 24-15-18. Scope and effect of equipment requirements - Penalty.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-46.

39-21-46. Scope and effect of equipment requirements - Penalty.

1. It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved, on any highway any vehicle or combination of vehicles which the actor knows does not contain those parts or is not at all times equipped with lamps and other equipment in proper condition and adjustment as required in this chapter, or which the actor knows is equipped in any manner in violation of this chapter, or for any person to do any act forbidden or fail to perform any act required under this chapter for which a fee or penalty for its violation is not otherwise provided.
2. A person who drives or moves, or any owner who causes or knowingly permits to be driven or moved upon a highway, any vehicle or combination of vehicles which that person knows is in such unsafe condition as to endanger a person is guilty of an infraction.
3. The superintendent of the state highway patrol shall, under chapter 28-32, adopt necessary rules concerning the safe operation of motor vehicles and when and how

- motor carrier audits or inspections will be conducted. The rules must duplicate or be consistent with current motor carrier safety regulations of the United States department of transportation. The superintendent of the state highway patrol may adopt the motor carrier safety regulations by reference, and any adoption must be construed to incorporate amendments as may be made from time to time. A violation of rules adopted under this subsection is a noncriminal violation. A person who fails or refuses to comply with these rules must be assessed a fee in the amount set forth in section 39-06.1-06 for each violation.
4. Nothing contained in this chapter may be construed to prohibit the use of additional parts and accessories on any vehicle not inconsistent with the provisions of this chapter.
 5. The provisions of this chapter with respect to equipment on vehicles do not apply to implements of husbandry, road machinery, road rollers, or farm tractors except as specifically made applicable.
 6. The provisions of this chapter with respect to equipment required on vehicles do not apply to motorcycles or motor-driven cycles, except as specifically made applicable.
 7. The provisions of this chapter and regulations of the department do not apply to vehicles moved solely by human power, except as specifically made applicable.

Sec. 24-15-19. Slow-moving vehicles required to display identification emblem - Penalty.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-50.

39-21-50. Slow-moving vehicles required to display identification emblem - Penalty.

All implements of husbandry, as defined in section 39-01-01, and machinery, including all road construction machinery, designed for operation at a speed of twenty-five miles [40.23 kilometers] an hour or less, must display either a triangular slow-moving vehicle emblem or a rotating or flashing amber light, as authorized for class B emergency vehicles, whenever traveling along the roadway on any county, state, federal highway, or city street in the state of North Dakota. The emblem or light must be mounted so as to be visible from a distance of not less than five hundred feet [152.4 meters] to the rear. The director shall adopt standards and specifications for the design and position of mounting the slow-moving vehicle emblem and light. The standards and specifications for slow-moving vehicle emblems referred to in this section must correlate with and, so far as possible, conform with those approved by the American society of agricultural engineers. No vehicle, other than those specified in this section, must display a slow-moving vehicle emblem, and its use on any type of stationary object is prohibited. Any person who fails or refuses to comply with the provisions of this section must be assessed a fee of twenty dollars for each offense.

i. Sections 24-17-3 and 24-17-4 are added to read:

Sec. 24-17-3. Stopping, standing, or parking prohibited in specified places.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-10-49.

39-10-49. Stopping, standing, or parking prohibited in specified places.

No person may stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

1. On a sidewalk.
2. In front of a public or private driveway.
3. Within an intersection.
4. Within ten feet [3.05 meters] of a fire hydrant.
5. On a crosswalk.
6. Within ten feet [3.05 meters] of a crosswalk at an intersection.
7. Within fifteen feet [4.57 meters] upon the approach to any flashing beacon, stop sign, or traffic-control signal located at the side of a roadway.
8. Between a safety zone and the adjacent curb or within fifteen feet [4.57 meters] of points on the curb immediately opposite the ends of a safety zone, unless the department or local authority indicates a different length by signs or markings.
9. Within fifteen feet [4.57 meters] of the nearest rail of a railroad crossing.
10. Within twenty feet [6.10 meters] of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five feet [22.86 meters] of said entrance when properly signposted.
11. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
12. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
13. Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
14. At any place where official signs prohibit stopping.

No person shall move a vehicle not lawfully under the person's control into any such prohibited area or away from a curb such distance as is unlawful.

Sec. 24-17-4. Additional parking regulations.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-10-50.

39-10-50. Additional parking regulations.

1. Except as otherwise provided in this section, every vehicle stopped or parked upon a two-way roadway must be so stopped or parked with the right-hand wheels of such vehicle parallel to and within twelve inches [30.48 centimeters] of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder.
2. Except where otherwise provided by local ordinance, every vehicle stopped or parked upon a one-way roadway must be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within twelve inches [30.48 centimeters] of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder, or with its left-hand wheels

- within twelve inches [30.48 centimeters] of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.
3. Local authorities may by ordinance permit angle parking on any roadway, except that angle parking is not permitted on any federal-aid or state highway without first obtaining the written authorization of the director.
 4. The department with respect to highways under its jurisdiction may place official traffic-control devices prohibiting or restricting the stopping, standing, or parking of vehicles on any highway where in its opinion such stopping, standing, or parking is dangerous to those using the highway or where the stopping, standing, or parking of vehicles would unduly interfere with the free movement of traffic thereon. No person may stop, stand, or park any vehicle in violation of the restrictions indicated by such devices.
 5. The department, with respect to streets, roadways, and parking areas of any state charitable or penal institution and on the state capitol grounds, may authorize the purchase and placement by the supervisory agency of official traffic-control devices prohibiting or restricting the stopping, standing, or parking of vehicles. The placement of signs pursuant to this section must be done when, in the department's opinion, the stopping, standing, or parking is dangerous or would unduly interfere with the free movement of traffic, especially the free flow of traffic required for proper fire protection. No person may stop, stand, or park any vehicle in violation of the restriction indicated by any official traffic-control device. Any registered owner must be presumed to have been the operator of a vehicle that is parked in violation of any official traffic-control device prohibiting or restricting the stopping, standing, or parking of vehicles on any highway, state charitable or penal institution property, or on the state capitol grounds. This presumption may be rebutted by a showing of clear and convincing evidence to the contrary. However, no traffic citation may be issued for a violation of this subsection occurring on the state capitol grounds during a legislative session, except that a written warning must be placed on any vehicle for such a violation.

j. New section 24-19-13 is added to read.

Sec. 24-19-13. Operation by persons under age sixteen.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-19-13.

39-29-10. Operation by persons under age sixteen.

Except as otherwise provided in this section, an individual under sixteen years of age who is not in possession of a valid operator's license or permit to operate an off-highway vehicle may not, except upon the lands of the individual's parent or guardian or as a participant in an organized sporting event that involves the use of off-highway vehicles, operate an off-highway vehicle. An individual at least twelve years of age may operate an off-highway vehicle if the individual has completed an off-highway vehicle safety training course prescribed by the director of the parks and recreation department and has received the appropriate off-highway vehicle safety certificate issued by the director of the department of

transportation. The failure of an operator to exhibit an off-highway vehicle safety certificate on demand to any official authorized to enforce this chapter is presumptive evidence that that person does not hold a certificate. Fees collected from each individual receiving certification must be deposited in the off-highway vehicle trail tax fund for off-highway vehicle safety education and training programs.

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

President, Board of City Commissioners

Attest:

City Administrator

First Consideration:

9/15/2015

Second Consideration and Final Passage:

RESOLUTION SETTING RECOMMENDED PENALTIES FOR VARIOUS TRAFFIC VIOLATIONS
Board of City Commissioners
City of Mandan, North Dakota

WHEREAS, certain violations of city code are considered minor and do not warrant the maximum penalty authorized by law, and

WHEREAS, certain traffic violations fall in this category, and

WHEREAS, state law allows a person to agree to the penalty and pay certain citations without appearing before a judge, and

WHEREAS, when law enforcement personnel issue citations they need a recommended penalty amount.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that recommended penalty amounts are established for various traffic violations as follows:

BE IT FURTHER RESOLVED, that the within and foregoing Resolution shall become effective on October 7, 2015.

| Code Section Number | NDCC Number | Code Section Name | Type of Violation | Recommended Penalty Amount |
|----------------------------|--------------------|---|--------------------------|-----------------------------------|
| 24-3-2 | | Motorized Scooter Violation | Moving | 100.00 |
| 24-5-1 | | Additional rules for operation of off-highway vehicles | Infraction | 20.00 |
| 24-5-2 | | Off-highway vehicle on public street prohibited | Infraction | 20.00 |
| 24-7-7 | | Backing into Angle Parking | Infraction | 10.00 |
| 24-7-9 | | Certain purpose prohibited | Infraction | 10.00 |
| 24-11-1 | 39-04-37 | Violations of registration provisions | Moving | 20.00 |
| 24-11-2 | 39-06-42 | Penalty for driving while license suspended or revoked | Class B Misdemeanor | Must appear in court |
| | | Fourth Offense in 5 yrs., NDCC 39-06-42 | Class A Misdemeanor | |
| 24-11-3 | 39-08-01 | Persons under the influence of intoxicating liquor or any other drugs or substances not to operate vehicle. | Class B Misdemeanor | Must appear in court |

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| | | Third Offense in 7 years | Class A Misdemeanor | |
| | | Fourth or subsequent | Class C Felony | |
| 24-11-4 | 39-08-03 | Reckless driving | Class B Misdemeanor | Must appear in court |
| | | Aggravated reckless driving causing injury to another | Class A Misdemeanor | |
| 24-12-1 | 39-04-11 | Display of number plates and tab | Non-Moving | 20.00 |
| 24-12-2 | 39-06-16 | License to be carried and exhibited on demand | Moving | 20.00 |
| 24-12-3 | 39-06-44 | Permitting Unauthorized minor to drive | Non-Moving | 20.00 |
| 24-12-4 | 39-06-45 | Permitting unauthorized individual to drive | Non-Moving | 20.00 |
| 24-12-5 | 39-07-12, 39-07-13, 39-08-09, 39-08-11 | Garages, wrecker and towing services to give immediate notice of accident when driver unable to report | Non-criminal | 50.00 |
| 24-12-6 | 39-08-03.1 | Exhibition Driving | Moving | 50.00 |
| | | Drag Race or Racing | Moving | 100.00 |
| 24-12-7 | 39-08-18 | Open container/receptacle in or on motor vehicle | Moving | 50.00 |
| 24-12-8 | 39-08-20 | Driving without liability insurance | Class B Misdemeanor | Must appear in court |
| 24-12-9 | 39-08-23 | Use of wireless communication Device prohibited | Moving | 100.00 |
| 24-12-10 | 39-09-01.1 | Careless driving | Moving | \$30.00 |
| 24-13-1 | 39-10-28 | Failed to yield right of way to pedestrian in crosswalk | Moving | 50.00 |
| 24-13-2 | 39-10-29 | Crossing at other than crosswalk | Moving | 20.00 |
| 24-13-3 | 39-10-33 | Pedestrian on roadway when sidewalk available | Moving | 20.00 |
| 24-13-4 | 39-10-33.1 | Driver failed to yield right of way to pedestrian on sidewalk | Moving | 20.00 |
| 24-13-5 | 39-10-33.2 | Pedestrian to yield to authorized emergency vehicle | Moving | 20.00 |
| 24-13-6 | 39-10-33.3 | Driver failed to yield right of way to blind/incapable person | Moving | 20.00 |
| 24-13-7 | 39-10-33.4 | Pedestrian under influence of alcohol or drugs creating hazard on roadway | Moving | 20.00 |

Resolutions and Ordinances No. 4

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| 24-13-8 | 39-10-34 | Pedestrian soliciting ride | Moving | 20.00 |
| 24-13-9 | 39-10-35 | Required position and method of turning | Moving | 20.00 |
| 24-14-1 | 39-08-05 | Accidents involving damage to an attended vehicle or property | Class B Misdemeanor | Must appear in court |
| 24-14-2 | 39-08-08 | Duty upon striking highway fixture or other property | Class B Misdemeanor | Must appear in court |
| 24-14-3 | 39-10-02 | Obedience to police officer or firefighter | Class B Misdemeanor | Must appear in court |
| 24-14-4 | 39-10-04 | Obedience to any required traffic-control devices | Moving | 20.00 |
| 24-14-5 | 39-10-05 | Disobey traffic-control signal legend | Moving | 20.00 |
| 24-14-6 | 39-10-07 | Failed to stop or yield for flashing red light or failed to exercise caution for flashing yellow | Moving | 20.00 |
| 24-14-7 | 39-10-07.3 | Interference with official traffic-control device or railroad sign or signal | Moving | 20.00 |
| 24-14-8 | 39-10-08 | Failure to drive on right side of road when required | Moving | 20.00 |
| 24-14-9 | 39-10-11 | Overtaking vehicle on the left | Moving | 20.00 |
| | | Failed to give way when overtaken | Moving | 20.00 |
| 24-14-10 | 39-10-12 | Overtook on right when unsafe | Moving | 20.00 |
| 24-14-11 | 39-10-13 | Unsafe pass on left | Moving | 20.00 |
| 24-14-12 | 39-10-14 | Drove on left half of roadway on hill or curve | Moving | 20.00 |
| | | Drove on left within 100 feet of or on intersection or railroad crossing | | |
| | | Drove on left within 100 feet approaching bridge, viaduct or tunnel when view obstructed | | |
| 24-14-13 | 39-10-15 | Overtaking where prohibited | Moving | 20.00 |
| 24-14-14 | 39-10-16 | One-way roadways and rotary traffic islands | Moving | 20.00 |
| 24-14-15 | 39-10-17 | Driving on roads laned for traffic | Moving | 20.00 |
| 24-14-16 | 39-10-18 | Following too closely | Moving | 20.00 |
| 24-14-17 | 39-10-19 | Driving on or crossing the | Moving | 20.00 |

| | | median | | |
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| 24-14-18 | 39-10-20 | Entering or exiting controlled-access roadway | Moving | 20.00 |
| 24-14-19 | 39-10-21.1 | Knowingly entered road closed due to hazard conditions which is posted with a traffic-control device at point of entry | Moving | 250.00 |
| 24-14-20 | 39-10-22 | Failed to yield at intersection | Moving | 20.00 |
| 24-14-21 | 39-10-23 | Turned left in front of approaching traffic | Moving | 20.00 |
| 24-14-22 | 39-10-24 | Failed to yield right-of-way at intersection marked with stop or yield | Moving | 20.00 |
| 24-14-23 | 39-10-25 | Failed to yield entering from any place other than another roadway | Moving | 20.00 |
| 24-14-24 | 39-10-26 | Failed to yield to emergency vehicle or highway maintenance vehicle | Moving | 50.00 |
| | | Failed to yield to emergency or highway vehicle and causes accident | Infraction | Must appear in court |
| 24-14-25 | 39-10-26.1 | Failed to yield right-of-way to any authorized vehicles or pedestrian engaged in work on highway/roadway | Moving | 20.00 |
| 24-14-26 | 39-10-36 | Improper turn around (interfered with traffic or on hill or curve) | Moving | 20.00 |
| 24-14-27 | 39-10-37 | Failed to yield from parked position | Moving | 20.00 |
| 24-14-28 | 39-10-38 | Neglected signal when required | Moving | 20.00 |
| 24-14-29 | 39-10-44 | Disregarded stop sign or yield sign | Moving | 20.00 |
| 24-14-30 | 39-10-45 | Driver failed to yield emerging from alley/driveway/private road | Moving | 20.00 |
| 24-14-31 | 39-10-46 | Overtook or passed stopped school bus, | Moving | 50.00 |
| | | Improper use of school bus warning signs | Moving | 50.00 |
| 24-14-32 | 39-10-46.1 | Registered owner permitted | Moving | 100.00 |

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| | | overtaking or passing of school bus | | |
| 24-14-33 | 39-10-52 | Backing so as to interfere with traffic | Moving | 20.00 |
| 24-14-34 | 39-10-52.1 | Driving upon sidewalk | Moving | 20.00 |
| 24-14-35 | 39-10-54 | Obstruction to driver's view or driving mechanism | Moving | 20.00 |
| 24-14-36 | 39-10-54.1 | Opening door on vehicle when unsafe | Non-Moving | 20.00 |
| 24-14-37 | 39-10-56 | Coasting prohibited | Moving | 20.00 |
| 24-14-38 | 39-10-57 | Following emergency vehicle to closely | Moving | 20.00 |
| 24-14-39 | 39-10-58 | Drove across fire hose | Moving | 20.00 |
| 24-14-40 | 39-10-59 | Depositing rubbish on the roadway | Moving | 20.00 |
| 24-14-41 | 39-10-65 | Operated motor vehicle on protective flood works | Class B Misdemeanor | Must appear in court |
| 24-14-42 | 39-10-68 | Entered intersection, crosswalk or RR grade crossing when roadway obstructed | Moving | 20.00 |
| 24-14-43 | 39-10-72 | Violated right-of-way to funeral procession | Moving | 20.00 |
| 24-14-44 | 39-12-05.3 | Weight limitations | Non-Moving | 250.00 |
| 24-15-1 | 39-06-01 | Drove without operator's license | Moving | 20.00 |
| 24-15-2 | 39-06-17 | Violated driver's license or work permit restrictions (FR Filing) | Class B Misdemeanor | Must appear in court |
| 24-15-3 | 39-06-40 | Unlawful use of license | Class B Misdemeanor | Must appear in court |
| 24-15-4 | 39-21-01 | Drove without headlamps when required | Moving | 20.00 |
| | | Drove without tail lamps when required | Moving | 20.00 |
| | | No license plate light when required | Moving | 20.00 |
| | | Operated vehicle with insufficient/improper lights | Moving | 20.00 |
| 24-15-5 | 39-21-02 | Visibility distance of lamps mounted height of lamps | Moving | 20.00 |
| 24-15-6 | 39-21-04 | Tail lamps | Moving | 20.00 |
| 24-15-7 | 39-21-21 | Failed to dim headlamps for approaching vehicle within 500 | Moving | 20.00 |

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| | | ft | | | |
| | | Failed to dim headlamps when following vehicle within 300 ft | | | |
| 24-15-8 | 39-21-26 | Unauthorized red or green light visible from the front | Moving | 20.00 | |
| | | Operated vehicle with white light to rear | | | |
| | | Unauthorized flashing light | | | |
| 24-15-9 | 39-21-32 | Defective Brakes or no safety chains on trailer | Moving | 20.00 | |
| 24-15-10 | 39-21-13 | No flag or lamp on projecting load | Moving | 20.00 | |
| 24-15-11 | 39-21-37 | Defective muffler or no muffler | Moving | 20.00 | |
| 24-15-12 | 39-21-38 | No mirror | Moving | 20.00 | |
| 24-15-13 | 39-21-39 | Driving vehicle with obstructed windshield or no windshield | Moving | 20.00 | |
| | | Vehicle having tinted windshield | | | |
| 24-15-14 | 39-21-40 | Drove with studded tires when illegal | Moving | 20.00 | |
| 24-15-15 | 39-21-41.2 | Operator failed to provide child restraint device | Moving | 25.00 | |
| 24-15-16 | 39-21-41.4 | Front seat passenger/driver not belted (secondary Offense) | Moving | 20.00 | |
| 24-15-17 | 39-21-45.1 | Illegal modification of vehicle | Infraction | Must appear in Court | |
| 24-15-18 | 39-21-46 | Failed to have minimum required equipment, operated unsafe vehicle | Infraction | Must appear in Court | |
| 24-15-19 | 39-21-50 | Failed to display slow moving vehicle emblem or flashing amber light | Moving | 20.00 | |
| 24-16-1 | 39-09-01 | Basic Rule, Careless Driving | Moving | 30.00 | |
| | | Care Required in operating | | | |
| 24-16-2 | 39-09-02 | Speeding | Moving | MPH | Penalty |
| | | | | 1-5 | 5 |
| | | | | 6-10 | 5+1ea |
| | | | | 11-15 | 10+1ea |
| | | | | 16-20 | 15+2ea |
| | | | | 21-25 | 25+3ea |
| | | | | 26-35 | 40+3ea |
| | | | | 36-45 | 70+3ea |
| 46+ | 100+5ea | | | | |

Resolutions and Ordinances No. 4

| | | | | 40.00 plus | |
|---------|----------|---|------------|--------------------|---------|
| | | | | MPH | Penalty |
| | | Exceeded Speed in School Zone | Moving | 1-5 | 5 |
| | | | | 6-10 | 5+1ea |
| | | | | 11-15 | 10+1ea |
| | | | | 16-20 | 15+2ea |
| | | | | 21-25 | 25+3ea |
| | | | | 26-35 | 40+3ea |
| | | | | 36-45 | 70+3ea |
| | | | | 46+ | 100+5ea |
| 24-16-3 | 39-09-03 | | | Local speed limits | Moving |
| 24-16-4 | 39-09-09 | Minimum speed | Moving | 20.00 | |
| 24-17-1 | 39-01-15 | Mobility impaired certificate or license plate not prominently displayed | Non-Moving | 5.00 | |
| | | Mobility impaired certificate improperly used | Infraction | 100.00 | |
| 24-17-2 | 39-10-51 | Unattended motor vehicle improperly parked | Non-Moving | 20.00 | |
| 24-17-3 | 39-10-49 | Parking on sidewalk, in front of driveway, within an intersection, within 10 feet of fire hydrant, on a crosswalk, within 10 feet of a crosswalk at an intersection, within 15 feet of traffic control sign or signal, between safety zone and curb, within 15 feet of safety zone on opposite side of street, within 15 feet of a railroad, within 20 feet of driveway to fire station, within 75 feet opposite entrance to fire station, alongside or opposite excavation, double parked, on a bridge or other elevated structure, area posted no parking | Non-Moving | 20.00 | |
| 24-17-4 | 39-10-50 | Parking 12" or more away from or not parallel to curb | Non-Moving | 20.00 | |
| 24-18-1 | 39-10-41 | Failed to stop for automatic RR crossing signal, flagman, or | Moving | 50.00 | |

| | | | | |
|----------|-----------------------|---|---------------------|----------------------|
| | | train; drove around crossing gate or barrier | | |
| 24-18-2 | 39-10-42 | Failed to stop for RR crossing marked with stop sign | Moving | 50.00 |
| 24-18-3 | 39-10-43 | Passenger bus, school bus, or vehicle carrying certain hazardous materials failed to stop at RR crossing | Moving | 20.00 |
| 24-19-1 | 39-10.1-04 | Clinging to a vehicle | Moving | 5.00 |
| 24-19-2 | 39-10.2-02 | Riding more than designed or interfering with the operator - motorcycle | Moving | 20.00 |
| 24-19-3 | 39-10.2-03 | Overtaking or passing vehicle in same lane or more than two abreast - motorcycle | Moving | 20.00 |
| 24-19-4 | 39-10.2-04 | Clinging to a vehicle - motorcycle | Moving | 20.00 |
| 24-19-5 | 39-10.2-05 | Carrying passengers on motorcycle not equipped with passenger foot rest | Moving | 20.00 |
| 24-19-6 | 39-10.2-06 | No motorcycle helmet worn-driver or passenger under 18 (if the driver is required to wear protective headgear, any passenger must also regardless of age) | Moving | 20.00 |
| 24-19-7 | 39-24-02, 39-24-03 | Failed to register snowmobile | Moving | 50.00 |
| 24-19-8 | 39-24-09 | Snowmobile-use on street | Moving | 20.00 |
| | | Careless, reckless, negligent operation of snowmobile | Class B Misdemeanor | Must Appear in Court |
| | | DUI on snowmobile | Class B Misdemeanor | Must Appear in Court |
| | | No valid DL in possession while operating snowmobile | Moving | 20.00 |
| | | No helmet worn-snowmobile operator or passenger under 18 | Infraction | 20.00 |
| 24-19-9 | 39-24-09.1 | Age 12 or over operating snowmobile without certificate or license | Infraction | 20.00 |
| 24-19-11 | 39-29-02, 39-29-03 | Failed to register off-highway vehicle | Infraction | 50.00 |

| | | | | |
|----------|----------|--|---------------------|----------------------|
| 24-19-12 | 39-29-09 | Careless, reckless, negligent operation of OHV | Class B Misdemeanor | Must appear in court |
| | | DUI on OHV | Class B Misdemeanor | Must appear in Court |
| | | No valid DL in possession while operating OHV | Infraction | 20.00 |
| | | No helmet worn-operator/passenger under 18 | Infraction | 20.00 |
| | | Age 12 or over operating OHV without safety certificate or license | Infraction | 10.00 |
| 24-19-13 | 39-19-13 | Operation by persons under age sixteen | Infraction | 10.00 |

Approved and passed September 15, 2015, by members of the Board of City Commissioners.

President, Board of City Commissioners

ATTEST:

City Administrator

Publication Date: _____

ORDINANCE NO. 1216**AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF
THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT
BOUNDARIES AND ZONING MAP**

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

SECTION 1. AMENDMENT. Section 21-03-02 of the Mandan Code of Ordinances is amended to read as follows:

1. Lakewood 9th Addition located within the City of Mandan, Morton County, North Dakota shall be excluded from the A (agricultural) zoning and shall be included in PUD District 2015-02 (Planned Unit Development) with the following conditions and restrictions.
 - a. All lots in Block 1 shall conform to the requirements of an R7 district unless modified herein.
 - b. Lot 1, Block 2 shall conform to the requirements of a CB zoning district unless modified herein.
 - c. Lots 2 through 23, Block 2 shall conform to the requirements of an R7 zoning district unless modified herein.
 - d. The minimum average width for Lots 2 through 23, Block 2 shall be 50 feet, the minimum lot size shall be 6000 square feet, the minimum average front yard setback shall be 20 feet and the minimum average side yard setback shall be 5 feet.
 - e. Lots 24 and 25, Block 2 shall conform to the requirements of a CB zoning district unless modified herein.
 - f. All lots in Block 3 shall conform to the requirements of an R7 zoning district unless modified herein.
 - g. The minimum average width for lots in Block 3 shall be 40 feet, the minimum lot size shall be 4800 square feet, the minimum average front yard setback shall be 20 feet and the minimum average side yard setback shall be 4 feet.
 - h. Secondary front yard setback (house side yard) for corner lots (Lots 8 & 9, Block 3) on Amity Circle SE shall be a minimum average of 15 feet.
 - i. Lot 1, Block 4 shall conform to the requirements of a CB zoning district unless modified herein.
 - j. CB zone uses shall be limited to multi-family residential and those in Retail Group A, Service Group A, the Office-bank Group and the health-medical Group.
 - k. Lot 2, Block 4 shall conform to the requirements of a RM zoning district unless modified herein
 - l. The portion of a structure containing a garage door that fronts a public street shall be set back a minimum of 20 feet from the property line.
 - m. The width of residential driveway aprons shall be limited in order to provide one 20 foot long parking space along the curb in front of each single-family property.
 - n. The maximum lot coverage for all structures on a lot shall be 40%.
 - o. Signage shall conform to the requirements of the Mandan Architectural Review Commission.
 - p. The developer shall install or arrange for the installation of all utilities. Installation of public water and sanitary sewer shall be accomplished with a 3-

- way agreement. A public water easement shall be provided near the western end of the development between the 19th St. SE alignment and 34th Ave. SE to provide a location for looping of the public water system.
- q. Fire hydrants shall be installed as directed by the City of Mandan Fire Department.
 - r. 34th Ave. SE, 21st St. SE and Amity Circle SE shall be constructed using the special assessment district funding option and once constructed shall be public streets owned and maintained by the City of Mandan.
 - s. Two public access easements shall be provided for pedestrian access from the streets in the development to the multi-use path along the 19th St. SE alignment.
 - t. All on-site paved areas shall be privately owned and maintained.
 - u. Configuration of the roadways shall meet the requirements of the City of Mandan Fire Department for emergency vehicle access.
 - v. All areas on each residential lot that are not paved or concealed from public view behind a six foot high opaque fence shall be landscaped.
 - w. Multi-family and commercial areas fronting 21st St. SE shall be landscaped. The landscaping shall include shrubs and/or trees where appropriate. The landscaping plan must be submitted to the city for review and approval by MARC and the city forester.
 - x. A property owners association shall be created to operate and maintain all common facilities in multi-family and commercial areas.
 - y. No public recreation areas are required. All lots shall be accessible to the public multi-use path along the 19th St. SE alignment on the north boundary of the project.
 - z. A stormwater plan for each lot shall be submitted to and approved by the city prior to beginning any land disturbing activities.
 - aa. A detailed site plan for each lot shall be prepared and presented to the city prior to beginning any land disturbing activities documenting compliance with the requirements contained herein.
 - bb. A subdivision development agreement for each lot shall be fully executed and approved by the city.
 - cc. All lots, whether developed or undeveloped, shall be maintained in accordance with City Code requirements.

SECTION 2. RE-ENACTMENT. Section 21-03-02 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

Public Hearing:

September 1, 2015

First Consideration:

September 1, 2015

Second Consideration and Final Reading:

September 15, 2015



Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2015

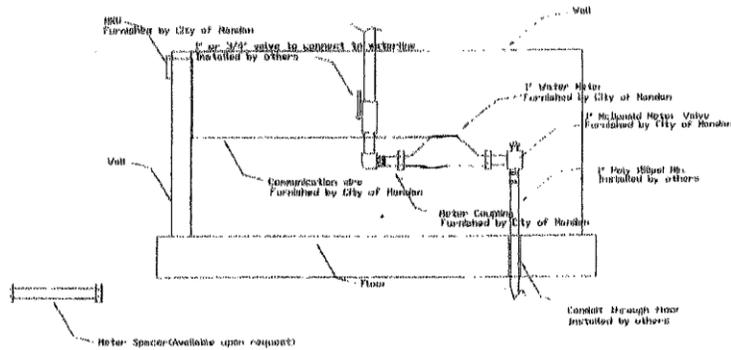
Subject: Ord. 1218 - An Ordinance to Amend and Re-enact Section 9-02-11 of the Mandan Code of Ordinances Relating to Meters – Repair and Control

Page 2 of 2

City of Mandan, North Dakota

Note:

1. Water meter shall be located in basement or mechanical/utility room
2. Meter shall be placed (30 inches Min. and 42 inches max.) from where the water service line penetrates the wall or floor.
3. Meter shall be installed in a horizontal position. Supports are required on both sides of the meter.
4. The base of the water meter shall be set at a height of (30 inches Min. and 42 inches Max.) from the floor.
5. It is recommended that a floor drain be located in the room containing the water meter and be within 5 feet.
6. Meters may not be located above the first floor or ground level. (NO EXCEPTIONS!)
7. Meters may not be installed in crawl space. (NO EXCEPTIONS!)
8. No meter shall be placed above or behind a water heater, furnace, washer, dryer, or other such obstructions limiting access to the meter
9. A meter pit is required if there is no basement, mechanical/utility room, or the water service is 150 feet or longer.
10. A minimum of 2 feet working clearance is required around 1 inch or smaller water meters.
11. Contact the City of Mandan Water Meter Department if the described installation requirements cannot be satisfied.



Standard Small Meter Installation

Not to Scale