



AGENDA
MANDAN CITY COMMISSION
MARCH 3, 2020
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the February 18, 2020 Board of City Commission regular meeting.
- D. PUBLIC HEARING:
1. Consider approval of the first consideration of Ordinance 1335 related to zoning application procedures
- E. BIDS:
- F. CONSENT AGENDA:
1. Consider approval of a funding assistance application through the N.D. Department of Commerce for census outreach.
 2. Consider proclaiming March 2020 Colorectal Cancer Awareness Month in Mandan ND.
 3. Consider approval of the NDDOT Bridge Inspection and Load Rating Services Agreement.
 4. Consider approval of an Engineering Service Agreement with KLJ for the Downtown Street Improvement District, #217.
- G. OLD BUSINESS:
1. Consider entering into an agreement with Condrey and Associates for completion of a salary study that encompasses all City of Mandan departments.
- H. NEW BUSINESS:
1. Consider appointments to the Mandan Youth Commission.
 2. Consider approval of the resolutions and supporting documents necessary for Street Improvement District No. 215A, Project No. 20-04 (Public Works Parking Lot).
 3. Consider approval of the resolutions and supporting documents necessary for Street Improvement District No. 215B, Project No. 20-05 (Grounds Maintenance).

Agenda
Mandan City Commission
March 3, 2020
Page 2 of 2

4. Consider approval of the resolutions and supporting documents necessary for Street Improvement District No. 218, Project No. 2019-12 (Northwest Area).

- I. RESOLUTIONS AND ORDINANCES:
 1. Consider approval of a resolution adopting the Arrive 2045 Metropolitan Transportation Plan (MTP)

- J. OTHER BUSINESS:
 1. Census 2020 Announcement

- K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
 1. March 17, 2020
April 7, 2020 (Board of Equalization @ 7 pm)
April 21, 2020

- L. ADJOURN

The Mandan City Commission met in regular session at 5:00 p.m. on February 18, 2020 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling, Commissioners Braun and Rohr. Commissioners Davis and Larson arrived shortly after the meeting was called to order. Department Heads present were, Finance Director Welch, Fire Chief Nardello, Planning & Engineering Director Froseth, Business Development and Communications Director Huber, Principal Planner Van Dyke, Police Chief Ziegler, City Administrator Neubauer, Human Resource Director Cullen, Director of Public Works Bitz and Attorney Brown. Absent: Assessor Markley and Building Official Ouradnik.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the February 4, 2020 Board of City Commission regular meeting.* Commissioner Rohr moved to approve the minutes as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

E. BIDS:

F. CONSENT AGENDA

1. *Consider approval of monthly bills.*

SAVE YOUR CHURCH MONEY	4,899.00
MONTANA-DAKOTA UTILITIES	26,909.88
ADVANCED BUSINESS METHOD	2,372.27
ADVANCED ENGINEERING SVC	4,269.82
AT & T	326.18
BANK OF NORTH DAKOTA	206,552.93
BIS-MAN CONVTN & VISITOR	4,620.09
BISMARCK MANDAN CHAMBER	30.00
BOERGER, LLC	5,912.04
BURLEIGH COUNTY	82,315.38
CHI ST. ALEXIUS HEALTH E	882.38
CROSS COUNTRY COURIER	88.55
FETZER ELECTRIC, LLC	1,057.02
HDR ENGINEERING, INC	20,028.90
HUB INTERNATIONAL OF ND	539.00
KADRMAS, LEE & JACKSON,	733.93

LPO CONFERENCE ACCOUNT	564.54
MANDAN PARK DISTRICT	144,725.22
MARKLEY/KIMBERLY	36.70
MUNICIPAL JUDGE'S ASSOCI	75.00
ND DEPT OF TRANSPORTATIO	4,073.14
ND STATE TAX COMMISSIONE	1,295.33
ND YOUTH CORRECTIONAL CE	734.50
SCHLOSSER EXCAVATING INC	675.00
SHALLOW CREEK KENNELS, I	14,750.00
SYTECH	63,818.40
TOMAN ENGINEERING CO	274.00
VANGUARD APPRAISALS, INC	11,050.00
WELLS FARGO BANK	8,715.51
ND POST	45.00
BALABAN LAW OFFICE	1,750.00
BANK OF NORTH DAKOTA BON	332,971.07
BASARABA EXCAVATING & DI	41,341.83
BROOKE/PATRICK	200.00
CORE & MAIN	22,248.00
DAKOTA CHILDREN'S ADVOCA	6,675.14
DAKOTA MEDIA ACCESS	11,730.00
DEARBORN LIFE INSURANCE	2,447.93
GLASS/THOMAS J.	1,750.00
KELSCH KELSCH RUFF & KRA	5,000.00
MORTON COUNTY AUDITOR	2,415.85
ND FIRE CHIEFS ASSOCIATI	100.00
ND YOUTH CORRECTIONAL CE	485.00
NELSON AUTO CENTER	30,483.49
VOGELPOHL/STEVEN L	5,030.72
218 WEST MAIN LLC	19,826.80
MONTANA-DAKOTA UTILITIES	40,121.31
CROWLEY FLECK	1,000.00
WELLS FARGO COMMERCIAL C	173,999.62
KIDDER COUNTY	500.00
MY GOV, LLC	960.00
ABUSED ADULT RESOURCE CE	3,226.23
ADVANCED MECHANICAL INC	1,980.00
ARMSTRONG SANIT & ROLL O	100,540.75
BALCO UNIFORM COMPANY	9,796.74
BANK OF NORTH DAKOTA BON	184.95
BEK COMMUNICATION COOPER	2,793.94
BIS-MDN TRANSIT BOARD	51,774.34

BOB'S CUSTOM SERVICES	730.00
BURLEIGH COUNTY SHERIFF	100.00
BURLEIGH-MORTON DETENTIO	3,496.43
C S DOORS INC	51.92
CAPITAL CITY CONSTRUCTIO	143,373.00
CARISCH INC	11,275.98
CDW COMPUTER CENTERS	525.24
CENEX- FUOC BISMARCK-MAN	6,084.27
CENTURYLINK	7,727.34
COMPANION LIFE	10.00
COPPER DOG LLC	1,116.83
CORE & MAIN	326.15
CROWLEY FLECK PLLP	6,000.00
CUSTER DISTRICT HEALTH U	1,139.00
DAKOTA FENCE COMPANY	350.00
DAKOTA FIRE STATION INC	330.60
FIRESIDE OFFICE PRODUCTS	5,432.00
GLENCOE GUN CLUB	1,140.00
GRAYMONT (WI) LLC	8,784.20
HR COLLABORATIVE	400.00
INFORMATION TECHNOLOGY D	2,818.15
JM STRATEGIES, LLC	5,750.00
K & L COMMERCIAL RENTAL	30,000.00
KRONOS SAASHR, INC	2,108.75
KUNTZ/BRITTANY	70.00
LARSON/DEB	80.00
MANDAN AIRPORT AUTHORITY	103,540.15
MANDAN BENNIGAN'S INC	18,554.11
MANDAN KIWANIS CLUB	435.00
MANDAN MUNICIPAL COURT	4,989.00
MANDAN PROGRESS ORGANIZA	76,089.27
MIDWEST MOTOR EXPRESS	127.20
MILLER/CHRIS	190.16
MISSOURI RIVER CONTRACTI	54,632.08
MISSOURI VALLEY PETROLEU	2,747.17
MORRELL'S WELDING INC	1,090.00
MORTON COUNTY AUDITOR	36,527.70
MORTON COUNTY RECORDER	20.00
MORTON MANDAN PUBLIC LIB	160,626.71
MUNICIPAL CODE CORPORATI	842.00
MY GOV, LLC	960.00
NAGEL/KATIE	230.00

ND HEALTH DEPT CHEMISTRY	1,024.86
ND HEALTH DEPT MICRO DIV	400.00
NELSON AUTO CENTER	32,481.69
NISC	18,531.63
NORTHERN IMPROVEMENT CO	247.35
ONE CALL CONCEPT INC	51.15
RAILROAD MANAGEMENT CO I	517.90
ROLL/LINDSEY	6.15
SAGMILLER/JEANETTE	23.92
THE SHOULTS EXPRESS LLC	5,165.42
THREE AFFILIATED TRIBES	2,338.98
TITAN DATA SERVICES	2,925.00
TRAFFIC LOGIX CORPORATIO	15,281.00
VOLK/ERIC	50.31
W & G INVESTMENTS	27,425.35

2. *Consider payment of bills for Morton Mandan Public Library / Downtown Parks Project.*
3. *Consider revisions to Accountant/Senior Accountant job description.*

Commissioner Rohr moved to approve the Consent Agenda items No. 1, 2 and 3 as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS

1. *Consider cost share with Morton County related to engineering services to develop interactive, web based flood mapping.* City Administrator Neubauer stated that this is a request from the Morton County Emergency Management (MCEM) that was discussed recently in preparation of possible spring flooding. This request is for a cost share between the city and MCEM with a 50/50 cost share to have Houston Engineering provide services for providing mapping for the city in one-foot intervals so there is a better understanding of how to prepare and know what to do if problems arise. The city's share will be \$3,675 and those funds would come from the City Sales Tax Fund. This will benefit several departments within the city. Mayor Helbling commented this request is necessary to have updated maps and sharing a plan with other entities will be beneficial to the city. Michael Gunsch came forward and explained the mapping will cover the full extent of Morton County down to the Oahe Reservoir, around the University of Mary bend and a little further south from there. It includes all of the Heart River from the confluence with the Missouri River up to Lions Road, Crown Butte tributary. The Morton County mapping capabilities being requested with this proposal would be comparable to interactive mapping used by Burleigh County that has been available for several years.

Administrator Neubauer recommended hiring Houston Engineering for a maximum fee of \$3,675 for engineering services as a 50/50 cost share in order to produce interactive, web based inundation mapping for Morton County and the City of Mandan based on readings at the Missouri and Heart River gages.

Commissioner Braun moved to approve funds based on using remaining funds in the 2020 Emergency Management Budget to pay Houston Engineering Inc. a maximum of \$3,675.00 to produce interactive, web based inundation mapping for Morton County and the City of Mandan, based on readings at the Missouri and Heart River gages. The city's share in the amount of \$3,675.00 will come from the City Sales Tax Fund. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Morton Mandan Public Library (MMPL) & Downtown Parks project presentation.* City Administrator Neubauer presented an update regarding the progress on the MMPL & Downtown Parks project and also requested taking the next step to design and bid documents. He reported that the \$3 million donation received in the spring of 2019 from Energy Transfer started the process with the addition to the MMPL along with park improvements. Bartlett -West and Stantec were selected to move forward with the project and began with a project kick off meeting in September 2019. On February 11, 2020, a community open house was held at the Mandan Depot inviting public input on the project to date.

Joe Larrivee from Bartlett & West and Wendy Van Duyne from Stantec came forward and presented a power point overview of the project, scheduled in three phases. At the completion of the presentation, Mr. Larrivee indicated that the project is now at a point where approval from the City Commission will be requested to move from the project concept into planning for the design and for bid preparation. The funding for this phase of the project will come from the Energy Transfer grant.

Administrator Neubauer said that the next steps would include bidding the project out sometime this spring and the estimated cost is at \$3.5 million that will include construction and administrative fees. Preliminary cost estimate for Phase I is approximately \$1.1 million and that includes the design fee; Phase II is estimated to cost between \$500,000 to \$600,000. Phase III, between \$2 and 2.5 million. There will be a final report prepared that will include grants and funding sources to support the long term of these phases. One more element that would affect the south side is for a bump out that has been discussed with Director Froseth and that could be added at another time with an approximate cost of \$200,000 however, that can be discussed and added at a later date.

Commissioner Rohr inquired about pop up events that were mentioned. Ms. Van Duyne explained that these are events that were held over time throughout the community wherein she would attend the events and visit with specific groups one-on-one, for example, such as the Cookie Walk that was held in downtown Mandan in December. She also said that she has partnered with the Morton Mandan Public Library wherein she attended story time hours and was available to explain the project to the public. She also attended events held at outlying

communities with the Bookmobile to explain what is happening in Mandan.

Commissioner Davis commented that the plan is very nice, and views it as a wish list that has grown from a library enhancement project to a \$6 million dollar community project. Initially the \$3 million was earmarked to help with library and park, however, the project has grown and the cost is now much higher. He inquired about additional funding to pay for it, such as will the Mandan Progress Organization help pay for this? Will the county chip in? It is apparent that the cost of the project has doubled with the add-ons. He voiced concern about the city's budget, and expressed that he does not want to tap into other sources of city money.

Mayor Helbling commented that the \$3 million grant has been awarded from Energy Transfer. The phases came in due to wanting to do this project right the first time. He stated that there are some Visitors Fund money and Mandan Supplemental Environmental Trust Fund money that could be utilized for this project that the community will benefit from. He also suggested that the city will look for more donations as residents have already come forward with private dollars to get the Phase I of project moving forward. He said he views Phase II and III as next steps. He stated that this is an important area for the community and views it as continuing with the tradition that others before have started. He agreed that other funding resources may be needed to complete Phase I and that eventually fundraising dollars will be needed. Commissioner Davis agreed this will enable the City Commission to reach out for other funding sources to complete all phases of the project.

Mayor Helbling commented that for a long time, the Mandan community has requested that there should be public restrooms and community meeting rooms available for public use. In this project, the library and restrooms can be locked down when they are not in use should that ever be a concern. The City Commission has heard for years there is a need for a gathering space for the community. Administrator Neubauer said when the project was initially talked about it was in the \$5 million dollar range. That's when the phases were developed. Further, Energy Transfer has been kept in the loop should the City need or want to change things from the beginning plan explaining that certain funds have to be used for certain projects. Mayor Helbling stated he feels good about this project and anticipates it will evolve positively over the next few years.

Administrator Neubauer stated that the presentation provided tonight address the major concepts of the project and the next step is that now the library portion is to go out for bid noting that Phases I and II and the library go together. Phase III will be addressed at a later time. Commissioner Rohr commented that he supports Phase I and II and the Library project and wants to move forward at this time.

Administrator Neubauer recommended moving forward into the design phase of this project that would include the Library and Phases I and II for the MMPL addition project.

Commissioner Rohr moved to approve moving forward with the design phase of this project for the Library addition that will include Phases I and II of the project. Commissioner Braun seconded the motion.

City Administrator stated that there will be another opportunity to revise this before the project goes out for bid. The Library Board approved of moving forward with this project at their meeting. Commissioner Larson stated that because so many entities are involved, the private dollars are a great source of additional funding for the city. She voiced concern how that will be handled, who will be the lead entity for the fundraising. Mayor Helbling stated once the design is done then the costs can be looked at and how all part of the project will be addressed. Administrator Neubauer assured there will be a plan in place for the fundraising.

Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Consider approval of participation in North Dakota League of Cities Census Craziiness Tournament.* City Planner Van Dyke presented a request for approval for participating in the North Dakota League of Cities Census Craziiness Tournament explaining that the North Dakota League of Cities is hosting a competition between cities based on 2020 Census self-response rates. The response rates are based on a percentage and will be updated on the US Census Bureau's webpage daily. The contest will take place from March 12, 2020 to May 9, 2020. He stated that obtaining an accurate 2020 census count is vital to North Dakota's future. It is estimated that every person who is missed in the counting results in a loss of \$19,100 to North Dakota. The tournament is intended to increase city official awareness about the census and to encourage city officials to do what they can to encourage citizens to respond to the census. The competition will be bracket style with each competition period covering two weeks. The response rate on the last day of the two-week period will be used to determine the winning city that will move forward in the competition. There will be two different divisions that cities will compete in, the Big City Bracket and the Small and Mighty Bracket. The Big City Bracket is a competition between the 16 largest cities in North Dakota. The two winning cities will receive a pizza party at their city council/city commission meeting and will be honored at the League's Annual Conference in September. There is no financial impact to any city. The information gathered is for census purposes only and will not be used for any other purpose. Commissioner Davis said he will be assisting with this project to get the most accurate count possible. The Engineering and Planning Department recommended approval of participation in the North Dakota League of Cities Census Craziiness Tournament, which kicks off March 12, 2020.

Commissioner Larson moved to approve participation in the North Dakota League of Cities Census Craziiness Tournament that kicks off March 12, 2020. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *Consider approval of a Request for Proposal advertisement for 19th Street Multi-Use Trail, Phase II Engineering Services.* Planning & Engineering Director Froseth presented a request to consider approving the advertisement of a Request for Proposals (RFP) for the 19th Street Multi-Use Trail, Phase II project. The DOT's Transportation Alternatives (TA) program has dedicated \$290,000 of grant funds towards the project. That is the maximum amount available for any single project under this program. Planning and design, followed by construction of this project is going to be a significant undertaking that is always much more

rigorous when receiving federal funds. Therefore, the Engineering Department recommends that a consultant engineer partner with the city to properly execute.

The Engineering Department believes the city has a good head start because of work that Stantec previously completed in creating a preliminary report and helping to facilitate a public meeting on this that occurred in May 2018 (Phase I). Phase II will be a larger construction project than Phase I because it will require the crossing of a significant water feature immediately to the west of Macedonia Avenue and then extend for a greater distance than Phase I. In order to get started on the Phase II planning and design the Director Froseth recommended advertising this RFP to start a selection process for a consulting engineer to lead the design of this project. If approved, the bidding process would start in March and in April a request and information would come back to the Board for review and approval. Similar to other efforts where a special assessment district is involved, it is proposed to commit with the consultant through a preliminary design to present a cost estimate as part of a resolution of necessity and mandatory protest period. If the project were not protested out, the city anticipates going forward with this consultant for final design and bid in the spring of 2021 for 2021 construction. Phase II will be special assessed to the benefiting parties. Special assessment districts will be created this summer. If it moves forward, bidding for Phase II will occur in the spring 2021. He said that the City has partnered with the Park and School Districts since the inception of the trail extension part of the project. For Phase I, the partnership included project creation, planning and full funding of the local costs. For Phase II, the partnership will continue with planning, however, the local funding will come from a regional special assessment district with the School and Park Districts being part of that in proportion to all properties drawn in the district. The Park District will be responsible for the maintenance on the trail project. There is minimal fiscal impact directly related to this item at this time. After a consultant is chosen, the Engineering Department would need to bring back an item to recommend entering into a contract with them. As presented at a previous meeting, when the grant was accepted last year it was noted that the city would intend to special assess the local cost to regional benefitting properties.

Commissioner Larson inquired of this project - if there were estimates submitted for Phase II, after Phase I was looked at? Director Froseth replied that those estimates were there initially looked at and they have not changed. Phase II is estimated at \$590,000 less the \$290,000 for a local cost of \$300,000 and that assessments were projected to be in a wide range. Commissioner Larson commented that she recalls that at the public meetings it felt like there was mixed support of any kind of special assessment for these trails stating the reason was that this trail would go to a dead end - the concern was that if it were to be protested out and the City Commission approves to move forward with a consultant - who will cover that cost? Would it be the City or would it be a Park or School District project? Director Froseth replied that the RFP is written with information to start the protest period. There is a risk if it does not move forward then the properties cannot be assessed because there is no district. That has not been addressed with those entities. Commissioner Larson said that would be a concern as it should not be considered a city project. Considering the area, Commissioner Davis suggested pursuing that the Park and School Districts should cost-share this particular bike/walking path versus the City covering the cost for this. Mayor Helbling concurred stating that this should be a Park and School District cost, in particular, the engineering and construction costs for this part of the project since children would use the walk/biking path to get to and from school. Director Froseth stated that he agreed that

the School District would be assessed for the Ft. Lincoln school area and the park area would be the Park District's responsibility.

Mayor Helbling clarified that this request is for the City Commission to approve that the City, Park and School Districts agree to move forward and split the engineering costs three ways to get this project moving forward. If the project comes in and gets protested out then the City will have to consider other options.

Director Froseth requested both request be approved so they could be worked on at the same time and if that is not received in the next couple days, then Engineering Department could issue a notice to those potential proposals that would come in, and if none, there would be no proposal for consideration.

Commissioner Larson moved to direct Director Froseth to coordinate with the Park and School Districts on behalf of the City, to participate in a cost sharing potential for engineering fees if needed and also moved to approve the advertisement of the Request for Proposal (RFP) for the 19th Street Multi-Use Trail, Phase II. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Consider entering into an agreement with Condrey and Associates for completion of a salary study that encompasses all City of Mandan departments.* Brittany Cullen, HR Director presented a request to enter into agreement with Condrey and Associates to complete a salary study that encompasses all City of Mandan Departments. She reported that the last salary study was conducted in July 2013 which was an in-house study using comparisons to the City of Bismarck. Prior to that study, Condrey and Associates completed a study in January 2008. In recent department head meetings, there has been interest expressed in having an updated salary study completed. Almost 7 years have passed since the internal study was done and 12 years since the last external study was conducted. Since Condrey and Associates completed a study for the City of Mandan in the past they were contacted to obtain the approximate price of a salary study. Condrey and Associates said they would honor the price of a proposal they offered to the City in 2015 (\$42,500). The scope of the study will consist of new job descriptions, interviewing 80% of full-time employees, conducting a salary survey, general organizational structure recommendations and the preparation of a classification plan. Director Cullen stated that the HR Department is requesting a waiver of the formal bid process, as departments were pleased with the work performed by Condrey and Associates in 2007, which was then implemented in 2008. Condrey and Associates is familiar with the City of Mandan area. They completed a salary studies for both the City of Mandan and a salary study for the City of Bismarck in 2015. Recently the department directors sat in on a video call with Condrey to go through the proposal and all questions were addressed. After the meeting with Condrey, Department Directors were in agreement to request approval to move forward with their proposed study. This study will compare the City of Mandan to other cities in the state and outside North Dakota rather than just Bismarck. This study will also help with recruitment and retaining employees and it will suffice as a fair process for comparisons of like positions. This will entail a complete review of all job positions and create up-to-date job descriptions. The Department Directors will provide input

received from their employees and this will assist with budgeting and developing current and future job classifications.

Director Cullen stated that this project does not include a Benefits review as that would be an additional fee of \$12,000. Commissioner Davis suggested looking at Benefits packages in order for the city to be aware of comparisons with other cities. Mayor Helbling commented that when doing salary studies, several factors should also be considered including how it affects taxpayers. Commissioner Davis commented that it would be helpful to have a system in place to have a resource available when needed in order to determine if wage increases are warranted.

Director Cullen said that if approved, Condrey's proposed timeframe to conduct the study would commence in March 2020 and run through June 2020 with a follow up conducted in July 2020. The cost is estimated to be \$42,500. Finance Director Welch provided the funding source as the General Fund 2019 Budget Savings. Commissioner Larson pointed out the importance of paying employees well and assuring a decent and equitable pay rate in comparison to other cities and not just Bismarck is appropriate. Commissioner Davis requested looking into including benefits, insurance, etc., as part of the contract to have Condrey review in addition to salary review. Commissioner Rohr said that the International City Manager's Association used to have access to that information, but he is not aware if those associations still function. Mayor Helbling suggested tabling this until a later time in order to work out details.

Commissioner Davis moved to table this item until the next meeting so that he and Administrator Neubauer and Director Cullen can work through some of the questions that were discussed. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

I. RESOLUTIONS AND ORDINANCES

J. OTHER BUSINESS:

1. *2020 Census Announcement.* City Administrator Neubauer advised the Commission that several reminders in upcoming months will be provided to Mandan residents to complete the 2020 census. He explained that when counting your family members, it is to be based on where you are living, not your legal residency since services are provided to you based on where you live the majority of the year. Planner Van Dyke explained how one missed resident is a loss of \$19,100 and that equates as one missed household is a loss of \$44,312 for the State of North Dakota over the next 10 years. In March, all households will receive a notification to complete the census for everyone living in the home. Census Day is April 1, 2020 but data collection will continue through July 2020. He stressed the importance of completing the census as soon as it is received.

K. ADJOURNMENT:

There being no other business to come before the Board, Commissioner Rohr motioned to adjourn the meeting at 6:57 pm. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present.

James Neubauer
City Administrator

Tim Helbling, Mayor
Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2020
PREPARATION DATE: February 25, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: First Consideration of Ordinance 1335 related to Zoning Application Procedures

STATEMENT/PURPOSE: Consider approval of the first consideration of Ordinance 1335 related to zoning application procedures.

BACKGROUND/ALTERNATIVES: The proposed zoning text amendment surrounds application procedures for zoning applications in the City of Mandan. Presently, application procedures are located throughout the Mandan Code of Ordinances and not easily identifiable. The application procedures have been created in conjunction with the Zoning Ordinance Workgroup, which is comprised of several departments, two planning and zoning commissioners, the Morton County Planning Director, and City legal staff. The amendments are being proposed for the following reasons:

- 1) Clarity of procedure is important to the applicant, city staff overseeing and facilitating the process, and general public to ensure the integrity of due process.
- 2) Consolidating procedures of land use applications related to zoning creates efficiency for staff by reducing the amount of labor resources required to explain said procedure to prospective applicants.
- 3) Future staff may more easily understand the various land use application procedures related to zoning if it is clearly outlined in a step-by-step procedure.
- 4) Various nuances of each land use application procedure are more easily compared when consolidated in one Section and share the same organizational structure.

Planning and Zoning Commission unanimously recommended approval of Ordinance 1335 as presented in Exhibit 1.

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: First Consideration of Ordinance 1335 related to Zoning Application Procedures

Page 2 of 2

ATTACHMENTS:

Exhibit 1 – DRAFT Ordinance 1335 related to Zoning Application Procedures

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Ordinance 1335 has been reviewed and approved by both City Attorney Brown and Assistant City Attorney Amy Oster.

RECOMMENDATION: The Planning and Zoning Commission recommend approval of Ordinance 1335 as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve the first consideration of Ordinance 1335 related to zoning application procedures as presented in Exhibit 1.

EXHIBIT 1

ORDINANCE NO. 1335

An Ordinance to Amend and Re-enact Sec. 101-1-13 related to Amendments, Amend and Re-enact Sec. 105-1-5 related to Special Uses, Amend and Re-enact Sec. 105-1-12 related to Board of Adjustment, and Remove Sec. 105-3-1 related to Applicability of Standards of the Mandan Code of Ordinances

WHEREAS, Clarity of procedure is important to the applicant, city staff overseeing and facilitating the process, and general public to ensure the integrity of due process; and

WHEREAS, Consolidating procedures of land use applications related to zoning creates efficiency for staff by reducing the amount of labor resources required to explain said procedure to prospective applicants; and

WHEREAS, Future staff may more easily understand the various land use application procedures related to zoning if it is clearly outlined in a step-by-step procedure; and

WHEREAS, Various nuances of each land use application procedure are more easily compared when consolidated in one Section and share the same organizational structure.

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

Section 1. Sec. 105-1-5 is Amended and Re-enacted.

Sec. 105-1-5. - ~~Special uses~~Use Standards.

- (a) *Purpose.* In order to carry out the purposes of this chapter, the board of city commissioners finds it necessary to require that certain uses, because of unusual size, safety hazards, infrequent occurrence, effect on surrounding area or other reasons, include additional standards to ensure the health, safety, and overall harmony on and surrounding be reviewed by the planning and zoning commission prior to the board voting on whether or not to approve the use at a specific site.
- ~~(b) — Application submittal. An application for a special use shall be submitted to the city planner. Whenever possible, applications should be submitted electronically.~~
- ~~(c) — General provisions. The uses listed in this section are conditional uses that require increased investigation before considering approval.~~
- ~~(1) — The planning and zoning commission must conduct a public hearing on such application, notice of the time and place of which hearing has been given in a newspaper of general circulation in the city at least ten days prior to the date of such hearing.~~
- ~~(2) — Notices must be mailed at least ten days prior to the hearing to all property owners within 500 feet of the boundary of the proposed project.~~

~~(3) In order to give a favorable recommendation, the planning and zoning commission must consider the following:~~

~~a. The proposed use is in harmony with the purpose and intent of this chapter;~~

~~b. The proposed use is not in conflict with the adopted comprehensive plan of the city;~~

~~c. The proposed use will not adversely affect the health and safety of the public and the workers and residents in the area;~~

~~d. The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood; and~~

~~e. The proposed use meets all appropriate regulations for the district in which it will be located.~~

~~(4) The planning and zoning commission may require the submission of additional plans, special studies or reports during review of the application.~~

~~(5) The planning and zoning commission may recommend special requirements for the proposed use. The reasons for the special requirements must be documented.~~

~~(6) Once the planning and zoning commission has acted, the city commission must hold a public hearing and then act to ratify the recommendation of the planning commission, modify the recommendation of the planning commission or reject the application.~~

~~(db)~~ *Airports and heliports.* An airport may be permitted as a special use in an A agricultural district in the extraterritorial zone and a heliport may be permitted as a special use associated with a medical facility within the zoning jurisdiction of the city, provided that:

(1) The area is sufficient to meet the federal requirements for the class of airport or heliport proposed;

(2) There are no existing flight obstructions, such as towers, chimneys, or other tall structures, or natural obstructions outside the boundaries of the proposed airport or heliport which would fall within the approach zone to any of the proposed runways or landing strips of the airport or heliport;

(3) There is sufficient distance between the end of each useable landing strip and the airport boundary to satisfy the requirements of the federal aviation administration or any other appropriate authority. In cases where air rights or easements have been acquired from the owners of abutting properties, in which approach zones may fall, satisfactory evidence thereof shall be submitted with the application;

(4) Any building, hangar or other structure shall be at least 100 feet from any street or property boundary;

(5) Adequate space for off-street parking has been provided. A traffic study must be submitted to document the need for the number of spaces proposed; and

(6) The application for authorization of an airport or heliport shall be accompanied by plans meeting the requirements of the FAA, other regulatory agencies and the city.

~~(ec)~~ *Cemetery.* A cemetery, mausoleum, or columbarium may be permitted in an industrial or A district as a special use, provided that:

(1) No graves shall be located less than 100 feet distant from any property line;

- (2) There shall be a strip at least 75 feet in width adjacent to all boundaries of the cemetery landscaped and maintained as a green area;
- (3) In any cemetery in which there will be permitted monuments and grave markers rising above the surface of the ground, the green area shall include a dense evergreen hedge at least six feet in height; and
- (4) No mausoleum, columbarium, or cemetery chapel shall be erected within 200 feet of any boundary of the lot or parcel on which it is located.

(fd) *Golf driving range or miniature golf course.* A golf driving range or miniature golf course may be permitted in an A or industrial district as a special use, provided that:

- (1) The area within 500 feet of all boundaries of the lot is not developed in residences to a greater density than one family per acre;
- (2) Any flood-lights used to illuminate the premises are so directed and shielded as to prevent the direct lighting area from extending beyond the property boundary;
- (3) When the area within 500 feet of the property boundary is undeveloped, any approval is limited to one year and must be renewed annually. If residential development exceeding a density of one dwelling unit per acre is approved within this 500-foot area, the approval for this use may be withdrawn unless all property owners within the 500-foot area sign written consents to allow the use to continue on a year to year basis.

(ge) *Fire or emergency medical response.* A facility providing fire and/or emergency medical response services may be permitted in any zoning district as a special use, provided that:

- (1) Ingress and egress from the street shall be so designed and constructed as to provide safe traffic movement. A demand activated traffic control signal for emergency vehicle egress from the site may be required,
- (2) Sufficient parking shall be provided to accommodate the maximum number of personnel per shift plus at least two visitor spaces; and,
- (3) If the use is approved, landscaping, signage and design of the building exterior shall be reviewed and approved by the Mandan Architectural Review Commission.

(hf) *Day care center.* A day care center is a facility providing services to more than 12 children or any number of adults. A day care center requires a special use approval and must comply with the following criteria:

- (1) The facility must receive state approval before an occupancy permit can be issued;
- (2) For a facility catering to children, each building shall provide not less than 35 square feet of interior play area per child;
- (3) For a facility catering to children, a fenced outdoor play area of not less than 75 square feet per child shall be provided that is located no closer than ten feet to an adjoining residential lot;
- (4) For a facility catering to adults, there shall be an outdoor lawn area and covered porch offering either active recreation or passive activities for groups or individuals;
- (5) As a minimum, onsite parking shall be provided at the ratio of one space per manager and employee per shift plus one space for each 12 clients; and

(6) Drop off and pickup of clients shall be in an area off the public street that is separate from parking spaces.

(ig) *Correctional facility.* A correctional facility may be permitted in an industrial or A district as a special use, provided that:

- (1) The facility fronts on an arterial street;
- (2) There are no churches, schools or residentially developed property within 500 feet;
- (3) The primary illumination field for exterior lighting shall not extend beyond the property boundary;
- (4) No building shall be closer than 35 feet to any property line; and
- (5) As a minimum, onsite parking shall be provided at a ratio of one space for each employee per shift plus one space per four inmates.

(jh) *Drug or alcohol outpatient treatment or counseling facility.* A drug or alcohol outpatient treatment or counseling facility may be permitted as a special use in a regional commercial, industrial or A district and must comply with the following criteria:

- (1) The facility fronts on an arterial street;
- (2) As a minimum, onsite parking shall be provided at a ratio of one space for each employee per shift plus one space per two clients per hour;
- (3) Hours of operation are limited to between 6:00 a.m. and 8:00 p.m.;
- (4) The facility is no closer than 1,000 feet to a school, daycare facility or residentially developed property; and
- (5) The facility is no closer than 500 feet to an establishment selling alcohol.

(k) *[Reserved.]*

(Code 1957, § 14-0210; Code 1994, § 21-03-08; Ord. No. 534, § 1, 1976; Ord. No. 535, § 4, 1976; Ord. No. 610, § 1, 1979; Ord. No. 636, § 2, 1981; Ord. No. 657, § 2, 1982; Ord. No. 923, § 3, 7-17-2001; Ord. No. 963, § 7, 6-17-2003; Ord. No. 1223, § 7, 11-3-2015; Ord. No. 1299, §§ 3, 4, 4-16-2019; Ord. No. 1320, § 1, 9-3-2019)

Section 2. Sec. 105-1-12 is Amended and Re-enacted.

Sec. 105-1-12. - Board of Adjustment.

- (a) The board of city commissioners may create a board of adjustment as authorized by N.D.C.C. or may perform the functions themselves.
- (b) The board of adjustment is an administrative board whose powers and duties are limited generally by state laws and particularly by the powers and duties set forth in this section. The board of adjustment shall not have the power to amend this chapter on zoning, nor to permit nor prohibit any actions which accomplish an amendment of this chapter on zoning, nor to permit any action nor fail to prohibit any action which would violate this chapter. However, it is the declared intent of this section that any actions taken by the

board of adjustment, in full compliance with the provisions of this section, shall be deemed to be administrative actions and shall not be interpreted as unauthorized amendments to the chapter. In addition to the powers provided by law, the board of adjustment shall have the following powers and duties:

- (1) Variances. On appeal from an order, requirement, decision or determination made by an administrative official, the board of adjustment may vary or adjust the strict application of any of the requirements of this chapter in the case of an exceptionally irregular, narrow, shallow or steep lot or other exceptional physical or topographical condition, by reason of which the strict application of the provisions of the chapter would result in unnecessary hardship that would deprive the owner of a reasonable use of the land or building involved, but in no other case.
 - ~~a. On appeal from an order, requirement, decision or determination made by an administrative official, the board of adjustment may vary or adjust the strict application of any of the requirements of this chapter in the case of an exceptionally irregular, narrow, shallow or steep lot or other exceptional physical or topographical condition, by reason of which the strict application of the provisions of the chapter would result in unnecessary hardship that would deprive the owner of a reasonable use of the land or building involved, but in no other case.~~
 - ~~b. No adjustment in the strict application of any provisions of this chapter shall be granted by the board of adjustment unless it finds that:
 1. There are special circumstances or conditions, fully described in the findings of the board, applying to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or building, and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant taken subsequent to the adoption of this chapter, whether in violation of the provisions of the chapter, or not;
 2. For reasons fully set forth in the findings of the board, the circumstances or conditions so found are such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of said land or building, and the granting of the variance is necessary for the reasonable use of the land or building, and that the variance as granted by the board is the minimum variance that will accomplish the relief sought by the applicant;
 3. The grant of the variance will be in harmony with the general purposes and intent of this chapter, and not be injurious to the neighborhood or otherwise detrimental to the public welfare.~~
- (2) Conditional variance. In granting any variance, the board of adjustment shall prescribe any conditions applying thereto that it may deem necessary or desirable to carry out the general purposes of this chapter or preserve the neighborhood or general welfare from injury.
- (3) Allocation of unlisted uses. Upon application of a property owner, or upon a request of the building official or other administrative official or of any official, agency or board of the city, or on its own initiative, the board of adjustment shall add to any use group

established by section 105-1-4, any other similar use which conforms to the conditions set forth in the special finding required and listed in this subsection:

- a. Such use is not listed in any other use group, nor is it listed individually as a permitted use.
 - b. Such use is more appropriate in the use group to which it is added than in any other use group.
 - c. Such use conforms to the basic characteristics of the use group to which it is added as set forth in the general description of the use group.
 - d. Such use does not adversely affect the character of any of the districts in which the use group to which it is added is permitted.
 - e. Such use is not likely to create any more traffic than the other uses listed in the use group to which it is added, nor does it create any more offensive noise, vibration, dust, heat, smoke, odor, glare, health or safety hazard or other objectionable influence than the minimum amount normally resulting from the other uses listed in the use group to which it is added.
 - f. When any use has been added to any use group in accordance with the procedure set forth in this section, such use shall thereafter be deemed to be permitted in any district in which such use group is permitted, and to be prohibited from any district in which such use group is prohibited. Such use shall be added to the use group in the published text of this chapter at the first convenient opportunity, with a notation indicating that the addition was made in accordance with this section.
- (4) Renewal of certificate of occupancy for nonconforming use. The board of adjustment shall have the power to renew a certificate of occupancy for nonconforming use in accordance with the provisions of section 105-1-1. In granting such renewal, the board of adjustment shall determine that the temporary continuation will not be injurious to the neighborhood, nor to the public welfare, and that there are unusual circumstances or conditions which would create an unnecessary hardship on the applicant for extension if such extension were refused. The board of adjustment may refuse to grant an extension to the certificate of occupancy for a nonconforming use if application for such extension is received by the board of adjustment less than 15 days prior to the expiration of the original certificate of occupancy.
- (5) Renewal of automatically revoked building permit. Upon appeal by any person holding a building permit automatically revoked by the provisions of this Code, the board of adjustment shall hear and determine whether or not such revoked building permit will be renewed. The board of adjustment shall authorize such renewal only where it specifically finds:
- a. Construction of the building has, in fact, been started.
 - b. Substantial expenditures have been made for such construction.
 - c. The plans for the building and actual construction of the building are in full compliance with the zoning ordinances in effect at the date of issuance of the building permit and in full compliance with the building code and any other city ordinances.

~~(6) Special uses. The board of adjustment shall, on application, hear a request for a special use in accordance with the provisions of section 105-1-5. The board of adjustment shall grant a permit for such special use if and only if it finds that such use is in full conformity with all standards relating thereto as specified in section 105-1-5, and with any other conditions, regulations and standards specified elsewhere in this chapter and applicable to said special use.~~

(76) Off-street parking. The board of adjustment shall, upon application, hear and decide any question relating to the decrease of required off-street parking or off-street loading spaces, as set forth in section 105-1-6.

(78) Airport zoning. The board of adjustment shall have all powers and duties granted to it by this chapter relating to airport zoning regulation.

(89) Recommendations to planning and zoning commission. The board of adjustment is authorized to recommend to the city planning and zoning commission, for study or action, any changes or amendments to the text or district zoning maps that the board finds desirable. The planning and zoning commission shall consider such recommendations and may prepare appropriate amendments for the consideration of the board of city commissioners to carry out said recommendation.

(94) Special permit for large-scale development. The board of adjustment shall hear and pass upon an application for a special permit for a large-scale development in accordance with the provisions of section 105-4-5.

(104) Miscellaneous powers and duties. The board of adjustment shall have such other powers and duties as may be authorized by this chapter, or any amendment thereto.

(112) Rules. The board of adjustment is authorized to establish such rules of procedure, not in conflict with any provisions of the laws of this state, this chapter, or any other ordinance of the city, as it may deem necessary to carry out the provisions of this chapter.

(Code 1957, § 14-0224; Code 1994, § 21-06-02)

Section 3. Sec. 105-1-13 is Amended and Re-enacted.

Sec. 105-1-13. - Zoning Application Procedures Amendments.

~~Whenever the public necessity, convenience, general welfare or good zoning practice requires, the board of city commissioners may amend, supplement or change the regulations in the zoning ordinance, or the zoning boundaries or classification of property on the zoning map, as set forth in this chapter.~~

~~(a) Initiation of amendments. A proposed amendment may be initiated by the board of city commissioners upon its own motion, or upon receipt of a request therefor from the planning and zoning commission, or upon receipt of a petition therefor from any interested person or their agents.~~

~~(b) Report by planning and zoning commission; public hearing. The board shall require a report from the planning and zoning commission on a proposed amendment before taking final action thereon. The planning and zoning commission shall thereupon make a~~

~~tentative report and hold a public hearing thereon with notice the same as required for a public hearing by the board of city commissioners, before submitting its final report. Such final report shall be submitted within 90 days of the referral of the proposed amendment to the planning and zoning commission unless the board is agreeable to an extension of time.~~

~~(e) *Action by board of city commissioners; public hearing.* After the receipt of the required final report on any amendment from the planning and zoning commission, or in the event of the failure of the planning and zoning commission to so report within 90 days following the time of referral of the proposed amendment to the planning and zoning commission, the board shall hold a public hearing, after which the board may make a final determination on the proposed amendment. A hearing shall be granted to any person interested at the time and place specified.~~

(a) General Provisions.

(1) Purpose. The following Section outlines the requirements and procedures for land use applications that fall within the purview of Chapter 105. Specific application and procedural requirements for planned unit developments and large-scale developments shall follow those provided within Sec. 105-4-3 and Sec. 105-4-5 respectively.

(2) Definitions. For the meanings of zoning terms or words not found in Section 101-1-3 related to definitions, the city staff shall rely upon the latest A Planners Dictionary, edited by Michael Davidson and Fay Dolnick, American Planning Association and Planning Advisory Service, for interpretation purposes.

(3) Complete Application. A complete application shall include the following:

a. Development application as established by the Engineering and Planning Department.

b. Fee, as established by the board of city commissioners.

c. Site plan.

d. Letter of intent containing:

1. A summary of the purpose for the application; and

2. How negative externalities resulting from the change in land use will be addressed.

e. Additional submittals as required by the respective land use application that falls within the purview of this Section.

f. Additional plans, studies, or other information as may be required from time to time from the Planning and Zoning Commission or city staff.

(4) Period of Review. The planning office shall review a submitted application within ten (10) business days to determine whether an application is complete. If the application is determined to be a complete application, the planning office shall notify the applicant or applicant representative of the determination and the application shall be considered accepted. If the application is determined to be incomplete, the planning office shall notify the applicant or applicant representative of the missing components necessary to consider the application complete.

(b) Zoning Ordinance Map Amendment. Whenever the public necessity, convenience, general welfare, or good zoning practice requires, the board of city commissioners may amend, supplement, or change the zoning boundaries or classification of property on the zoning map as set forth in this Section.

(1) Initiation of Amendments. A proposed zoning map amendment as described in Section 105-2-2 may be initiated by the board of city commissioners upon its own motion, or upon receipt of a request therefor from the Planning and Zoning Commission, or upon receipt of a petition therefor from any interested person or their agents.

(2) Additional Submittals. A zoning ordinance map amendment application shall include the following additional submittals:

a. Map or written statement evidencing conformity with the future land use map of the City of Mandan Land Use and Transportation Plan and/or any corresponding goals, objectives, policies, and other information contained therein. Evidence of conformity shall include:

1. Where the requested zoning district(s) aligns with the future land use map designation(s); OR

2. Where two or more future land use map designations apply to an area that is part of the application for a zoning ordinance map amendment and only one future land use map designation aligns with the requested zoning district, the applicant shall outline how the application also aligns with the goals, objectives, policies, and other information contained within the City of Mandan Land Use and Transportation Plan; OR

3. If no future land use designations apply to the area that is part of the zoning ordinance map amendment, the applicant shall be required to successfully amend the future land use map as outlined in this Section.

b. An ESRI shapefile (.shp) of the zoning ordinance map amendment area projected in spatial reference well-known ID (WKID) 102721.

c. Map of area, including the subject property and surrounding three-hundred (300) feet. The map shall include the current and proposed zoning of the subject property and neighboring property's current zoning, including street names and base aerial imagery for reference. If the nearest road is greater than three-hundred (300) feet from the subject property, the map shall be scaled back to incorporate the nearest street intersection for reference but is not required to include zoning information for properties outside the three-hundred (300) foot surrounding area.

(3) Complete Application Received. A complete application shall be received no less than 30 days prior to the desired planning and zoning commission meeting date.

(4) Public Hearing Noticing Requirements. Notice of the hearings described in subsections 5 and 6 must be published once a week for two successive weeks before the time set for the hearing in the official newspaper of the city. Property owners within three-hundred (300) feet of the boundary of the area of the proposed amendment shall be notified by mail. The property owner notice requirement shall be considered to be met if reasonable effort is made to contact applicable property owners, even if some are inadvertently omitted from notification. The notice must contain the following items:

a. The time and place of the hearing.

b. A description of any property involved in any zoning change, by street address if streets have been platted or designated in the area affected.

c. A description of the nature, scope, and purpose of the proposed regulation, restriction, or boundary.

d. A statement of the times at which the application will be available to the public for inspection and copying at the office of the city auditor or his/her designee.

(5) Planning and Zoning Public Hearing Required. The planning and zoning commission shall hold a public hearing to review the application for a zoning ordinance map amendment. The planning and zoning commission may recommend approval, recommend approval with restrictions, recommend denial, or table the public hearing

to a future date. A recommendation shall include or reference findings of fact related to the application and forwarded to the board of city commissioners. A motion to table the application to a future date shall be limited to no longer than 60 days.

(6) City Commission Public Hearing Required – First Consideration. The board of city commissioners shall hold a public hearing no sooner than is possible to follow the public hearing noticing requirements. The public hearing shall be the first consideration of the ordinance. The board of city commissioners may approve, approve with restrictions, deny, or table the public hearing to a future date. A decision shall include or reference findings of fact related to the application. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision to deny the application is final and no second consideration is required. If substantial changes to the zoning map amendment are required the public hearing shall be repeated and follow the public hearing noticing requirements.

(7) City Commission Public Meeting Required – Second Consideration. The board of city commissioners shall hold a public meeting no sooner than ten (10) days following the first consideration of the zoning ordinance map amendment. The zoning ordinance map amendment shall not substantially differ from that presented at the preceding public hearing. The board of city commissioners may, at their discretion, hear public testimony related to the application. The board of city commissioners may approve, approve with restrictions, deny, or table the public hearing to a future date. A decision shall include or reference findings of fact related to the application. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision to deny the application is final.

(8) Required Vote for Passage. If a protest against an amendment is signed by the owners of twenty percent or more:

a. Of the area of the lots included in such proposed change; or

b. Of the area adjacent, extending one-hundred-fifty (150) feet from the area to be changed, excluding the width of streets,

the amendment shall not become effective except by the favorable vote of four of the five members of the governing body of the city.

(9) Restrictions. Zoning ordinance map amendments which list allowable uses shall not be construed to be permission to conduct uses in perpetuity. Listed allowable uses shall be further limited by any zoning ordinance text amendment that affects, excludes, alters, or relates to a use contained in said list. The required land use application procedure shall be followed per Chapter 105 DISTRICT REGULATIONS (ZONING) at the time of initiation of any use.

(10) Evaluative Criteria. In order to provide a favorable recommendation by the Planning and Zoning Commission or final decision by the board of city commissioners, the following must be considered:

a. How the proposed zoning district aligns with the City of Mandan Land Use and Transportation Plan and other plans as may be adopted by the board of city commissioners. Alignment includes:

1. Fulfilling the goals, objectives, and policies of the future land use plan;
2. Fulfilling the goals, objectives, and policies of other plans as may be adopted by the city; and
3. Fulfillment of the zoning-future land use crosswalk where one is adopted by the planning and zoning commission.

(c) Zoning Ordinance Text Amendment. Whenever the public necessity, convenience, general welfare or good zoning practice requires, the board of city commissioners may amend, supplement, or change the regulations in the zoning ordinance as set forth in this Section.

(1) Initiation of Amendments. A proposed zoning text amendment may be initiated by the board of city commissioners, Planning and Zoning Commission, the planning office, or any interested person or their agent.

(2) Additional Submittals. A zoning text amendment application shall include the following additional submittals:

- a. Summary of the goal(s) intended to be achieved by the amendment; and
- b. Word document with tracked changes enabled, showing all mark-up of the existing ordinance and proposed changes.

(3) Complete Application Received. A complete application shall be received no less than 30 days prior to the desired planning and zoning commission meeting date.

(4) Public Hearing Noticing Requirements. Notice of the hearing must be published once a week for two successive weeks before the time set for the hearing in the official newspaper of the city. The notice must contain the following items:

- a. The time and place of the hearing.
- b. A description of the nature, scope, and purpose of the proposed regulation, restriction, or boundary.

c. A statement of the times at which the application will be available to the public for inspection and copying at the office of the city auditor or his/her designee.

(5) Planning and Zoning Public Hearing Required. The planning and zoning commission shall hold a public hearing to review the application for a zoning ordinance text amendment. The planning and zoning commission may recommend approval, recommend approval subject to changes, recommend denial, or table the public hearing to a future date. A motion to table the application to a future date is limited to no longer than 60 days.

(6) City Commission Public Hearing Required – First Consideration. The board of city commissioners shall hold a public hearing no sooner than is possible to follow the public hearing noticing requirements. The public hearing shall be the first consideration of the ordinance. The board of city commissioners may approve, approve subject to changes, deny, or table the public hearing to a future date. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision to deny the application is final and no second consideration is required. If substantial changes to the ordinance are required the public hearing shall be repeated and follow the public hearing noticing requirements.

(7) City Commission Public Meeting Required – Second Consideration. The board of city commissioners shall hold a public meeting no sooner than ten (10) days following the first consideration of the zoning ordinance text amendment. The zoning ordinance text amendment shall not substantially differ from that presented at the preceding public hearing. The board of city commissioners may, at their discretion, hear public testimony related to the application. The board of city commissioners may approve, approve subject to changes, deny, or table the public hearing to a future date. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision to deny the application is final.

(8) Evaluative Criteria. In order to provide a favorable recommendation by the Planning and Zoning Commission or final decision by the board of city commissioners, the following must be considered:

a. How the proposed zoning ordinance text amendment serves the public interest; and

b. How the proposed zoning ordinance text amendment aligns with the goals, objectives, and policies outlined in the City of Mandan Land Use and Transportation Plan and other plans as may be adopted by the board of city commissioners.

(d) Conditional/Special Use Permit. In order to carry out the purposes of this chapter, the board of city commissioners finds it necessary to require that certain uses, because of unusual size, safety hazards, infrequent occurrence, effect on surrounding area or other reasons, be reviewed by the planning and zoning commission prior to the board voting on whether or not to approve the use at a specific site.

(1) Additional Submittals. A special or conditional use permit application shall include the following additional submittals:

a. An answer with explanation for each of the following questions:

1. Will the proposed use be designed, constructed, operated, and maintained so as to be compatible in appearance with the existing or intended character of the neighborhood?
2. Will the proposed use involve activities, processes, materials, equipment, or conditions of operation that will be incompatible with the neighborhood due to the production of traffic, noise, smoke, fumes, glare, or odors?
3. Will the hours of operation of the proposed use be different than the adjacent uses?
4. Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses?
5. Will the site of the proposed use have sufficient area to provide the parking required for the use?
6. Will the proposed use require adjustments to the normal lot size, height, and setback requirements of the district?

(2) Complete Application Received. A complete application shall be received no less than 30 days prior to the desired planning and zoning commission meeting date.

(3) Public Hearing Noticing Requirements. Notice of the hearing must be published at least ten (10) days before the time set for the hearing in the official newspaper of the city. Property owners within five-hundred (500) feet of the boundary of the area of the proposed conditional use shall be notified by mail. The property owner notice requirement shall be considered to be met if reasonable effort is made to contact applicable property owners, even if some are inadvertently omitted from notification. The notice must contain the following items:

- a. The time and place of the hearing.
- b. A description of the nature, scope, and purpose of development requiring a special use permit.

c. A statement of the times at which the application will be available to the public for inspection and copying at the office of the city auditor or his/her designee.

(4) Planning and Zoning Public Hearing Required. The planning and zoning commission shall hold a public hearing to review the application for a special use permit. The planning and zoning commission may recommend approval, recommend approval with conditions, deny, or table the public hearing to a future date. A recommendation to approve or approve with conditions shall include or reference findings of fact related to the application and forwarded to the board of city commissioners. Conditions of approval shall be related and roughly proportional to mitigate negative externalities affecting nearby property owners and the general public and to fulfill the intent of the adopted plans of the City. A decision to table the application to a future date shall be limited to no longer than 60 days. A decision to deny is final.

(5) City Commission Ratification of Approval Required. If the planning and zoning commission recommends to approve or approve with conditions and no appeal is filed as provided in this Section, the action by the board of city commissioners may be by consent. The board of city commissioners may approve, approve with conditions, deny, or table the item to a future date. Conditions of approval shall be related and roughly proportional to mitigate negative externalities affecting nearby property owners and the general public and to fulfill the intent of the adopted plans of the City. A motion to table the item to a future date shall be limited to no longer than 60 days. A decision to deny is final.

(6) Evaluative Criteria. In order to provide a favorable recommendation by the planning and zoning commission or final decision by the board of city commissioners, the following must be considered:

- a. The proposed use is in harmony with the purpose and intent of this chapter;
- b. The proposed use is not in conflict with the adopted comprehensive plan of the city;
- c. The proposed use will not adversely affect the health, safety, and general welfare of the public and the workers and residents in the area;
- d. The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood;
- e. The proposed use meets all appropriate regulations for the district in which it will be located;

- f. The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community;
- g. The proposed use includes adequate screening or buffering to compensate for any departure that the proposed use has from existing adjacent uses; and
- h. The proposed use includes adequate provisions for those individuals who are mobility impaired.

(7) Permit Expiration. Conditional/special use approval is valid for one year. Should a building permit not be issued within one year of receiving special/conditional use approval from the city commission, the approval will lapse. An extension may be granted by the board of city commissioners upon receipt of a written request prior to the one-year expiration.

(e) Zoning Variance. On appeal from an order, requirement, decision, or determination made by an administrative official, the board of city commissioners may vary or adjust the strict application of any of the requirements of this chapter in the case of an exceptionally irregular, narrow, shallow, or steep lot or other exceptional physical or topographical condition, by reason of which the strict application of the provisions of the chapter would result in unnecessary hardship that would deprive the owner of a reasonable use of the land or building involved, but in no other case.

(1) Additional Submittals. A zoning variance application shall include the following additional submittals:

a. Detailed statement including the following:

1. The circumstances or conditions applying to the land or buildings for which the variance is sought;
2. How the applicant is deprived of a reasonable use of said land or building;
3. How the grant of a variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
4. The minimum variance that will accomplish the relief sought.

(2) Complete Application Received. A complete application shall be received no less than 30 days prior to the desired planning and zoning commission meeting date.

(3) Public Hearing Noticing Requirements. Notice of the hearing must be published at least ten (10) days before the time set for the hearing in the official newspaper of the city. Property owners within one-hundred-fifty (150) feet of the boundary of the area

of the proposed variance shall be notified by mail. The property owner notice requirement shall be considered to be met if reasonable effort is made to contact applicable property owners, even if some are inadvertently omitted from notification. The notice must contain the following items:

- a. The time and place of the hearing.
- b. A description of the nature, scope, and purpose of the variance request.
- c. A statement of the times at which the application will be available to the public for inspection and copying at the office of the city auditor or his/her designee.

(4) Planning and Zoning Public Hearing Required. The planning and zoning commission shall hold a public hearing to review the application for a variance. The planning and zoning commission may recommend approval, recommend approval with conditions, recommend denial, or table the public hearing to a future date. A recommendation shall include or reference findings of fact related to the application and forwarded to the board of city commissioners. Conditions of approval shall be related and roughly proportional to mitigate negative externalities affecting nearby property owners and the general public and to fulfill the intent of the adopted plans of the City. A motion to table the application to a future date shall be limited to no longer than 60 days.

(5) City Commission Public Hearing Required. The board of city commissioners shall hold a public hearing no sooner than is possible to follow the public hearing noticing requirements. The board of city commissioners may approve, approve with conditions, deny, or table the public hearing to a future date. Conditions of approval shall be related and roughly proportional to mitigate negative externalities affecting nearby property owners and the general public and to fulfill the intent of the adopted plans of the City. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision to deny the variance is final.

(6) Evaluative Criteria. No adjustment in the strict application of any provisions of this chapter shall be recommended by the planning and zoning commission or granted by the board of city commissioners unless it finds that:

- a. There are special circumstances or conditions, fully described in the findings of the board, applying to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or building, and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant taken subsequent to the adoption of this chapter, whether in violation of the provisions of the chapter, or not;

- b. For reasons fully set forth in the findings of the board, the circumstances or conditions so found are such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of said land or building, and the granting of the variance is necessary for the reasonable use of the land or building, and that the variance as granted by the board is the minimum variance that will accomplish the relief sought by the applicant; and
- c. The grant of the variance will be in harmony with the general purposes and intent of this chapter, and not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(f) Future Land Use Map/Plan Amendment.

- (1) Initiation of Amendments. A proposed future land use map/plan amendment may be initiated by the board of city commissioners upon its own motion, or upon receipt of a request therefor from the Planning and Zoning Commission, or upon receipt of a petition therefor from any interested person or their agents. The amendments are limited to the planned land uses for a subject property and do not include amendments to other components of the Land Use and Transportation Plan or other plans that have been adopted by the city.
- (2) Additional Submittals. A future land use map amendment application shall include the following additional submittals:
 - a. An explanation of how the application aligns with the goals, objectives, policies, and other information contained within the City of Mandan Land Use and Transportation Plan and other plans adopted by the city; and
 - b. How any amendment, if approved, would not further create potential for disharmonious adjacent land uses; and
 - c. An ESRI shapefile (.shp) of the future land use map amendment area and projected in spatial reference well-known ID (WKID) 102721.
- (3) Complete Application Received. A complete application shall be received no less than 30 days prior to the desired planning and zoning commission meeting date.
- (4) Public Hearing Noticing Requirements. Notice of the hearing must be published once a week for two successive weeks before the time set for the hearing in the official newspaper of the city. Property owners within five-hundred (500) feet of the boundary of the area of the proposed amendment shall be notified by mail. The property owner notice requirement shall be considered to be met if reasonable effort is made to contact applicable property owners, even if some are inadvertently omitted from notification. The notice must contain the following items:

- a. The time and place of the hearing.
- b. A description of any property involved in any future land use map amendment, by street address if streets have been platted or designated in the area affected.
- c. A description of the nature, scope, and purpose of the proposed regulation, restriction, or boundary.
- d. A statement of the times at which the application will be available to the public for inspection and copying at the office of the city auditor or his/her designee.

(5) Planning and Zoning Public Hearing Required. The planning and zoning commission shall hold a public hearing to review the application for a future land use map amendment. The planning and zoning commission may approve, deny, or table the public hearing to a future date. The adoption of the amendment shall be by a resolution of the commission carried by the affirmative votes of not less than two-thirds of the members thereof. An attested copy of the amendment shall be certified to the governing body of the municipality, if approved. A decision shall include or reference findings of fact related to the application. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision to deny the land use amendment or failure to approve the amendment by the affirmative of at least two-thirds of the members is final.

(6) City Commission Public Hearing Required. The board of city commissioners shall hold a public hearing no sooner than is possible to follow the public hearing noticing requirements. No change or addition to the master plan or any part of it as adopted by the planning commission shall be made by the governing body until the proposed change or addition shall have been referred to the planning commission for report thereon and an attested copy of the commission's report is filed with the governing body. The failure of the planning commission to report within thirty days after the date of the request for the report by the governing body shall be deemed to be an approval by the commission of the additions or changes. If the additions or changes are disapproved by the commission, a two-thirds vote of the entire governing body shall be necessary to pass any ordinance overruling such disapproval. The board of city commissioners may approve, deny, or table the public hearing to a future date. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision to deny the land use amendment is final.

(7) Evaluative Criteria. In order to provide a favorable decision, the following must be considered:

- a. Does the proposed amendment align with the goals, objectives, policies, and other information contained within the City of Mandan Land Use and Transportation Plan and other plans adopted by the city; and
- b. Will the amendment, if approved, further create potential for disharmonious adjacent land uses; and
- c. Does the amendment contribute toward the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the municipality and its environs, which, in accordance with present and future needs, best will promote the amenities of life, health, safety, morals, order, convenience, prosperity, and general welfare as well as efficiency and economy in the process of development, including adequate provision for light and air, distribution of population, good civic design and arrangement, wise and efficient expenditure of public funds, the adequate provision of public utilities and other public requirements, the improvement and control of architecture, and the general embellishment of the area under its jurisdiction.

(g) Request for Reconsideration.

(1) Request for Reconsideration. The applicant who originally initiated the application may file a one-time appeal with the city planner within thirty (30) days of the final decision for land use applications contained in Chapter 105. The request shall be of reconsideration of a final decision by the board of city commissioners.

(2) Complete Application. The request for reconsideration shall include a complete summary of the reasons for the request, including any new evidence or information if applicable. Public Hearing Noticing Requirements. Public and neighboring property owner noticing of the hearing must follow the public hearing noticing requirements of the respective land use application for the hearing body for which a final decision is rendered. The property owner notice requirement shall be considered to be met if reasonable effort is made to contact applicable property owners, even if some are inadvertently omitted from notification. The notice must contain the following items:

- a. The time and place of the hearing;
- b. A description of any property involved in the request, by street address if streets have been platted or designated in the area affected;
- c. A description of the nature, scope, and purpose of the proposed regulation, restriction, or boundary; and

d. A statement of the times at which the application will be available to the public for inspection and copying at the office of the city auditor or his/her designee.

(3) Public Hearing Required. The board of city commissioners shall hold a public hearing no sooner than is possible to follow the public hearing noticing requirements of the respective land use application of the hearing body for which a final decision is rendered. The board of city commissioners may approve, approve with conditions, deny, or table the public hearing to a future date. Conditions of approval shall be related and roughly proportional to mitigate negative externalities affecting nearby property owners and the general public and to fulfill the intent of the adopted plans of the City. A motion to table the application to a future date shall be limited to no longer than 60 days. A decision rendered for the request for reconsideration is final, and any further appeals must be made to the district court.

If a request for reconsideration results in reversing a denied zoning ordinance map or text amendment, the zoning ordinance map or text amendment will be considered an approval of the first consideration, and a second consideration is required subject to the procedures outlined in this Section.

(Code 1957, §§ 14-0223, 14-0226; Code 1994, §§ 21-06-01, 21-07-01, 21-07-02)

State Law reference— Board of adjustment and appeals, N.D.C.C. § 40-47-07 et seq.; amendments to zoning ordinances, N.D.C.C. § 40-47-05.

Section 3. Sec. 105-3-1 related to applicability of standards is removed.

Sec. 105-3-1. — Reserved. Applicability of standards.

- ~~(a) When making computations to determine compliance with these standards, where appropriate, the result shall be rounded to the nearest whole number. Where a standard sets a minimum requirement, the computation shall not be rounded.~~
- ~~(b) Conditional uses are to be evaluated on the following criteria to the extent applicable to the proposed conditional use:
 - ~~(1) Does the proposed use meet the goals and objectives for the area as expressed in the adopted comprehensive plan?~~
 - ~~(2) Will the proposed use be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the neighborhood?~~
 - ~~(3) Will the proposed use be served adequately by essential facilities and services including streets, police and fire protection, drainage, refuse disposal, potable water and sanitary sewer services, emergency services and schools?~~
 - ~~(4) Will the proposed use not create additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community?~~~~

- ~~(5) Will the proposed use involve activities, processes, materials, equipment or conditions of operation that will be incompatible with the neighborhood due to the production of traffic, noise, smoke, fumes, glare or odors?~~
- ~~(6) Will the proposed use have vehicular approaches to the property which do not create traffic congestion or interfere with traffic on surrounding public streets?~~
- ~~(7) Will the proposed use result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community?~~
- ~~(8) Will the proposed use depreciate surrounding property values?~~
- ~~(9) Will the hours of operation of the proposed use be different than the adjacent uses?~~
- ~~(10) Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses?~~
- ~~(11) Will the site of the proposed use have sufficient area to provide the parking required for the use?~~
- ~~(12) Will the proposed use require adjustments to the normal lot size, height and setback requirements of the district?~~
- ~~(13) Has adequate provision been made for those individuals who are mobility impaired?~~
- ~~(14) Will screening or buffering be required to compensate for any departure that the proposed use has from existing adjacent uses?~~
- ~~(c) When recommending approval of a conditional use, the planning and zoning commission may specify certain design parameters to be applied to the approval.~~
- ~~(d) Conditional uses approved by the planning and zoning commission shall be ratified by the city commission.~~
- ~~(e) Should any person object to the approval by the planning and zoning commission of a conditional use, they may file an appeal as provided for in Chapter 101, Article 3.~~
- ~~(f) If an appeal is filed and the appeal is scheduled for consideration by the city commission, the action on the appeal by the city commission shall be taken after holding a public hearing.~~
- ~~(g) If no appeal of a planning and zoning recommendation for a conditional use is received, the action by the city commission may be by consent.~~
- ~~(h) Conditional use approval is valid for one year. Should a building permit not be issued within one year of receiving conditional use approval from the city commission, the approval will lapse.~~

(Ord. No. 1242, § 5, 12-20-2016)

Timothy A. Helbling, President
Board of City Commissioners

Attest:

James Neubauer,

City Administrator

Planning and Zoning:

First Consideration:

Second Consideration and Final Passage:

January 27, 2020

March 3, 2020

March 17, 2020

DRAFT



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2020
PREPARATION DATE: February 25, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Kari Moore, Communications & Community Services Coordinator
SUBJECT: Consider approval of a funding assistance application through the N.D. Department of Commerce for census outreach.

STATEMENT/PURPOSE: To approve a funding assistance application through the N.D. Department of Commerce for census outreach.

BACKGROUND/ALTERNATIVES: The N.D. Department of Commerce is offering funding assistance to complete count committees for projects related to census outreach efforts. The Morton Mandan Complete Count Committee is working with the Morton Mandan Public Library to turn the bookmobile into a census mobile to help ensure everyone is counted, and aid in reaching those considered “hard-to-reach” in our community. The funding assistance of up to \$2,500 will help the committee wrap the bookmobile, obtain flags for locations to complete the census, as well as cover the cost of census inserts being mailed with the April utility bill mailing. There is no match required by the City of Mandan.

ATTACHMENTS: Application available upon request.

FISCAL IMPACT: No match required. Fuel for bookmobile; cost of temporary, full-time employee; indirect cost of feature(s) in *Mandan Messenger* monthly newsletter, and staff time spent on census outreach/public awareness efforts.

STAFF IMPACT: Once this project takes off the majority of the impact will be on the library outreach services team. The library has hired a temporary, full-time employee to work specifically on census outreach. Barb Sandstrom is normally a part-time public services employee with the library, but during the census she has been approved to work up to 40 hours a week on census related activities. Other City staff are being impacted by Census work as well. Census information is being shared via social media, the city website, and monthly newsletter. City Planner John Van Dyke is the Morton Mandan

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider approval of a funding assistance application for census outreach

Page 2 of 2

Complete Count Committee Chair and a great aid in helping with public awareness and outreach planning.

LEGAL REVIEW: N/A

RECOMMENDATION: I move to approve a funding assistance application through the N.D. Department of Commerce for census outreach.

SUGGESTED MOTION: I move to approve a funding assistance application through the N.D. Department of Commerce for census outreach.



PROCLAMATION

Colorectal Cancer Awareness Month

March 2020

- WHEREAS, Colorectal cancer is the second-leading cause of cancer deaths in the U.S. among men and women combined but there is currently no cure; and
- WHEREAS, one in twenty-two men and one in twenty-four women will be diagnosed with colorectal cancer in their lifetimes; and
- WHEREAS, there are now more than one million survivors of colorectal cancer in the United States; and
- WHEREAS, approximately 33% of eligible North Dakotans 50 to 75 years of age and older are not up to date with colorectal cancer screening; and
- WHEREAS, an estimated 384 North Dakotans are diagnosed with colorectal cancer each year and 130 will die from this disease; and
- WHEREAS, if the majority of people in the United States age 50 or older were screened regularly for colorectal cancer, half of all cases could be prevented entirely;
- WHEREAS, it is critical that all people, of all ages, know the signs and symptoms of the disease; and;
- WHEREAS, observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to offer education on the importance of early detection and screening.

NOW THEREFORE, I, TIMOTHY A. HELBLING, President of the Board of City Commissioners of the City of Mandan, do hereby proclaim the month March 2020 as:

COLORECTAL CANCER AWARENESS MONTH

Signed the 3rd day of March, in the year March 2020.

Timothy A. Helbling, President,
Board of City Commissioners

Attest:

James Neubauer City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2020
PREPARATION DATE: February 27, 2020
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: NDDOT Bridge Inspection and Load Rating Services Agreement

STATEMENT/PURPOSE: To approve an agreement with the DOT to allow them to continue to provide bridge inspection services.

BACKGROUND/ALTERNATIVES: The NDDOT has long provided bridge inspection services with their own staff. Recently, they have decided that they do not have the staff to continue to provide these services internally. Therefore, they are pursuing an agreement with engineering consultants to complete this task for many bridges including ours. With this switch in how they handle, they are requiring cities to agree to the attached.

The City of Mandan has three bridges that are considered under city ownership, all in the Lakewood area. The other bridges throughout the city are on the DOT's corridors. The DOT inspects them every

ATTACHMENTS:

- 1) Bridge inspection and load rating services agreement and cover letter.

FISCAL IMPACT: In the past, the inspections has be a relatively low cost item. About \$150 every other year. With this change, the cost is set to go up to \$2,500 in the year 2021 because of the load rating component of that inspection and around \$1,500 is expected every other year after that.

STAFF IMPACT: Minimal.

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

RECOMMENDATION: Approve the agreement this agreement with the DOT.

SUGGESTED MOTIONS: I move to approve the Bridge Inspection and Load Rating Services Agreement with the NDDOT.



January 7, 2020

City Engineer/City Administrator

BRIDGE INSPECTION AND LOAD RATING SERVICES AGREEMENT

Attached you will find an agreement for Bridge Inspection and Load Rating Services to be performed by North Dakota Department of Transportation (NDDOT) and/or a consultant engineering firm hired by NDDOT.

You are receiving this agreement as a result of federal requirements (23 CFR 650), that requires all bridges 20.0' or greater in length need to be inspected for the safety of the traveling public. According to our records, your agency owns a bridge(s) open to the traveling public. NDDOT has been performing this service on all publicly owned bridges in the state since the federal requirement was established.

Please sign and return this agreement at your next council meeting. If you do not want NDDOT to continue to provide this service, your agency will be responsible to provide the necessary inspections and all documentation as required in 23 CFR 650 and notify NDDOT in writing that your agency will now be responsible for performing this task.

If you need any further assistance from NDDOT on this matter or have any questions, please give me a call at 328-2516.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryon Fuchs".

BRYON FUCHS, P.E.
Assistant Local Government Engineer-Rural Programs

38/bf

Enclosure

c: Steve Salwei, Office of Transportation Programs
Chad Orr, Office of Project Development
Paul Benning, Local Government Engineer
Jon Ketterling, Bridge Division Engineer
Blake Crosby, Executive Director - NDLC

NDDOT Contract No. 38200017

**North Dakota Department of Transportation
LPA BRIDGE INSPECTION AND LOAD RATING AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of city of Mandan, North Dakota, hereinafter referred to as the LPA, whose address is 205 2nd Ave. NW, Mandan, ND 58554, who agree that:

It is in the best interest of both parties to have the NDDOT provide bridge inspection and/or load rating Services on LPA owned bridges that are greater than 20.0' in span length in accordance with the National Bridge Inspection Standards (NBIS), 23 CFR 650. NDDOT will provide this service either with internal staff and/or acting through a qualified Engineering Consulting Firm hired by NDDOT.

PART I

LPA Obligation:

1. The LPA will reimburse NDDOT for all costs associated with performing this service less the amount paid by Federal Highway Administration (FHWA). The federal funds will come from the LPA's allocation of federal funds.

If the LPA fails to reimburse NDDOT within 60 days after billing, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The LPA will provide or perform the following task(s) to assist NDDOT in meeting the requirements list in the NBIS (to include but not limited to):
 - a. Allow NDDOT or consultant access to the bridge to perform the inspection(s) as deemed necessary.
 - b. Notify NDDOT if a bridge has been repaired, rehabilitated, replaced, a new bridge constructed, or damaged in order to perform the required inspection and/or load rating as necessary.
 - c. Post bridge load ratings within the required timeframe when notified by NDDOT.
 - d. Return Alert code 3 notifications and scour and channel profiles when due.
 - e. Close bridges when recommended by NDDOT so the traveling public cannot remove or go around the bridge closure.
 - f. And comply with any other requirements as federal regulations are revised.
3. Provide any bridge plans, shop drawings, etc. if available when requested.



PART II

NDDOT obligation:

1. NDDOT or consultant will perform the necessary bridge inspection(s) and/or load rating on said LPA bridge(s) in accordance with NBIS, 23 CFR 650.
2. NDDOT will secure the federal funds to perform the bridge inspection(s) and load rating on all LPA owned bridges that are required to be inspected in accordance with NBIS, 23 CFR 650.
3. NDDOT will submit the following information to the LPA for their use or action as required, but is not limited to the following:
 - a. Completed inspection report for each bridge.
 - b. Updated Structural Inventory and Appraisal (SI&A) sheet(s) for each bridge.
 - c. Bridge Load postings as required.
 - d. Bridge Alert Code 3's as required.
 - e. Bridge scour and channel profiles that need to be completed.
 - f. Bridge Critical Findings as required.
 - g. And any other requirements as federal regulations are revised.

PART III

1. This agreement will remain in place for all current and future inspections and/or load rating of LPA owned bridges unless the agreement is terminated in writing. This agreement can be terminated at any time by either party. If either party terminates this agreement, sufficient time will be provided so the other party can make the necessary arrangements to provide the necessary bridge inspection(s) and/or load ratings in accordance with NBIS, 23 CFR 650. Any costs incurred prior to and up to the termination date will be reimbursed by the applicable party.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.



Executed by the LPA of city of Mandan, North Dakota, the date last below signed.

APPROVED:

CITY/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of city of Mandan

*

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 1097 (Div. 38)
L.D. Approved 1-6-20



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

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are \$250,000 per person and \$500,000 per occurrence. The minimum limits of liability required of the State are \$250,000 per person and \$1,000,000 per occurrence.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19





Board of City Commissioners

Agenda Documentation

MEETING DATE:	March 3, 2020
PREPARATION DATE:	February 27, 2020
SUBMITTING DEPARTMENT:	Planning and Engineering
DEPARTMENT DIRECTOR:	Justin Froseth, PE
PRESENTER:	Justin Froseth, Planning and Engineering Director
SUBJECT:	Downtown Street Improvement Project Engineering Service Agreement

STATEMENT/PURPOSE: To enter into agreement with KLJ for consulting engineering related to the Downtown Street Improvement project.

BACKGROUND/ALTERNATIVES: At our January 21st City Commission meeting, commission approved the selection of KLJ to lead the planning and design effort for this project. Since then, staff has been in regular discussions with KLJ to make sure the scope of work and agreement language is agreeable in order for our office to recommend approval.

A regular theme of our discussions has been to keep the costs of services as low as we reasonably can through the protest period planned as part of this project in order to assess locally benefitting properties. We do, however, have to make sure that we balance the desire to keep the costs down with the need to make sure that we have an appropriate amount of public engagement to have confidence in community support for what the project looks like in this core downtown area, and to have confidence in our estimate. Also, in order to keep a schedule that realizes construction in 2021, we must get going on those items that are required by the DOT in order to accept the \$2.4M in federal funds. Most notably, the environmental document, that has many checks in order to make sure we are not adversely affecting all things related to the environment with this project.

The agreement and associated attachments include language to keep the costs as minimal as possible through the protest period. This agreement does include significant services for right of way, preliminary engineering, survey, environmental document and public involvement because we know that we will have to be in progress with all of those tasks ahead of the sufficiency of protests. However, we do not anticipate the need to be complete with most of these tasks and perhaps just part of the way down the road for the environmental document and right-of way tasks. Also, as part of the contract language, there will be no repercussions to stopping work where we are at should the project be

protested out. We would owe on the services provided to that point, which is anticipated to be about half of the \$396K estimated under this agreement.

The following is background from our January 21st meeting:

Last year we were notified of award of \$2.4M in urban grant program funds to address the poor conditions of 1st Street and Avenues in the downtown core area of Mandan as well as to enhance to bring vibrancy and walkability elements to downtown. The main intent of the project is to reconstruct 1st Street from 1st Avenue West to 5th West as well as 2nd-5th Avenues West from Main Street to 2nd Street. As per applied, the project would also include new sidewalks, street lighting and walkability focused improvements. We would also address underground needs as well such as replacing original watermain and addressing storm sewer and sanitary sewer as needed with the project. In November, City commission approved our request to issue a Request for Proposals (RFP) to select a consultant engineering firm to help us with this project's planning and preliminary design.

By the proposal deadline, the selection committee received seven proposals. The selection committee reviewed and discussed these proposals in order to select three firms to move forward to in-person interviews with us. Those interviews were held on January 16th. We interviewed HDR, HEI (Houston) and KLJ. At the conclusion and after selection committee discussion, KLJ scored highest by our selection team. Notably, KLJ completed the Downtown Subarea study in 2018. They were also chosen for the Main Street Reallocation and Traffic Signals planning and design effort which is coming to a close for a bid opening in April and construction this summer.

ATTACHMENTS:

- 1) Agreement and Agreement Attachments

FISCAL IMPACT: The estimate for services under this agreement is for about \$396K. We estimate the need to expend roughly half of that through the protest period needed for part of the local share.

STAFF IMPACT: Continuous communication with the consultant.

LEGAL REVIEW: The City Attorney reviewed the agreement and attachments and had no concerns with the language.

RECOMMENDATION: Approve the agreement with KLJ.

SUGGESTED MOTION: I move to approve the Preliminary Engineering Service Agreement with KLJ for the for the Downtown Street Improvement project (SID 217).

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 3, 2020 (“Effective Date”) between
City of Mandan (“Owner”) and
Kadrmaz, Lee & Jackson, Inc., 4585 Coleman Street, Bismarck, ND 58503 (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Mandan Downtown Street Improvements, SID 217 (City of Mandan No. 2019-08) (“Project”).
Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Preliminary design through construction close-out

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer’s services;
 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. 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; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' 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 requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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 the subject 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 any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer 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 signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, 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 its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, 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, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* 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 Owner demands that Engineer 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, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial 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, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B 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.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of 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.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the 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 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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then 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 such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph 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.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *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, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* 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, which 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.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and

allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and

start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *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 Construction 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.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **Not Included**
- E. Exhibit E, Notice of Acceptability of Work. **Not Included**
- F. Exhibit F, Construction Cost Limit. **Not Included**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **Not Included**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. 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 an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Mandan, North Dakota

Engineer: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print name: _____

Print name: Mark Anderson

Title: _____

Title: Vice President, EPW

Date Signed: _____

Date Signed: _____

Attest

Firm's Certificate No. (if required): 061-C

By: _____

State of: ND

Print Name: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Kadrmas, Lee & Jackson, Inc.
4585 Coleman Street
Bismarck, ND 58503
Legal Notices to: legal.klj@kljeng.com

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Name: Justin Froseth

Name: Carl Jackson

Title: Planning and Engineering Director

Title: Project Manager

Phone Number: 701.667.3227

Phone Number: 701.355.8479

E-Mail Address: jfroseth@cityofmandan.com

E-Mail Address: carl.jackson@kljeng.com

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 3, 2020.

Engineer's Services

Article 1 of the Agreement is 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 Included*

A1.02 *Preliminary Engineering Phase*

- A. See "Attachment 1 to Exhibit A" consisting of 10 pages, appended to this Exhibit.
- B. Engineer's services under the Preliminary Engineering Phase will be considered complete on the date when Engineer has delivered to Owner the deliverables identified in Attachment 1.

A1.03 *Final Design Phase – To be determined, following preceding phase(s)*

A1.04 *Bidding or Negotiating Phase – To be determined, following preceding phase(s)*

A1.05 *Construction Phase – To be determined, following preceding phase(s)*

A1.06 *Post-Construction Phase – To be determined, following preceding phase(s)*

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 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 existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's 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 Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
5. Furnishing services of Consultants for other than Basic Services.
6. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
7. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
8. Overtime work requiring higher than regular rates.
9. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization—None



KADRMAS, LEE & JACKSON, INC.
SCOPE OF SERVICES
PRELIMINARY ENGINEERING, ENVIRONMENTAL DOCUMENTATION,
PUBLIC INVOLVEMENT AND SPECIAL IMPROVEMENT DISTRICT
MANDAN DOWNTOWN STREET IMPROVEMENTS
MANDAN PROJECT NO. 2019-08; SID NO. 217

OBJECTIVE

The purpose of this Attachment 1 to Exhibit A is to describe the scope of work and responsibilities required to complete preliminary engineering, special improvement district (SID) creation and environmental documentation. Services generally include topographic and boundary survey, property ownership research, preliminary engineering/reports, public involvement and environmental documentation necessary to receive environmental clearance for the project.

The following assumptions were made in preparing the scope of services:

- The project limits are as follows:
 - 1st Street: From Collins Ave to 6th Ave NW (including intersections)
 - Avenues: 5th (1st-2nd); 4th (Main-2nd); 3rd (Main-2nd); 2nd (Main-2nd); 1st (Main-2nd)
 - 2nd Street intersections – 5th Ave, 4th Ave, 3rd Ave, 2nd Ave, and 1st Ave
 - Alleys – limited survey and preliminary assessment
- A contract will be approved by March 3, 2020 and aside from Environmental Document, services will be completed by July 31, 2020. Engineer's subsequent services relating to final design, bidding and construction would be added by a future contract amendment.
- Owner desires construction during the 2021 construction season. Engineer's services contemplate expediting efforts as much as practical after Owner is confident the SID will be approved; however, efforts will be limited before then. Engineer will promptly communicate with Owner if any schedule concerns are identified.

Owner's preference is confirming that the SID will be approved before proceeding with detailed preliminary engineering services related to survey and design. Engineer's initial emphasis will be to complete tasks associated with SID creation and limit other efforts until after Owner determines the SID is likely, and the project will proceed as currently intended. As such, Engineer's work plan will generally follow the below sequence to minimize Owner's initial commitment to Engineer's compensation.

- Special Improvement District – expedite services required to begin the protest period as soon as practical. This will include limited survey and conceptual design necessary to develop the preliminary engineering report required for Owner to initiate the SID creation process.
- Right-of-Way, Preliminary Engineering and Survey – begin immediately, but only those tasks necessary to assist with SID creation and environmental.
- Environmental Document and Public Involvement – begin immediately and work with NDDOT to sequence approach to minimize efforts until after Owner confirms the SID will move forward.



Engineer anticipates fees for services performed prior to Owner's determination that the SID will not be protested out will account for approximately 50% of the total compensation associated with this scope of services. If, at any time during performance of services described herein, Owner determines that the SID will not be approved, Owner may instruct Engineer to suspend work in accordance with Paragraph 6.06 of the Agreement. In the event that work is suspended, Engineer will be available to assist Owner as requested to evaluate alternatives for the project moving forward.

PROJECT MANAGEMENT & COORDINATION

Project Management & Coordination

Manage the project and provide overall coordination of the work completed by the planning and design team. This work shall consist of managing work assignments, leading internal team meetings, client coordination, agency and other stakeholder coordination, subconsultant coordination, project budget and schedule.

Progress Reports (Bi-weekly updates) (Est. 7 Updates)

Submit a biweekly status report via email to Owner which will summarize the work performed in the current period, upcoming activities in the next period, summary of project decisions and potential out of scope work activities. The reports shall include percent complete for key project activities. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time. The report shall include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.

Project Schedule

Submit a schedule to Owner for the completion of the tasks below. The schedule will include the establishment of milestone dates for the major work items and a critical path shown in a Gantt chart format. The schedule will be reviewed and adjusted as necessary to incorporate changes in the work concept and progress to date.

Project Kickoff / Field Review Meeting

Lead a project kickoff / field review with representatives from Owner and NDDOT. A meeting agenda and field review packet will be provided in advance to participants attending the meeting. Preliminary project information will be discussed at the field review to confirm the scope of work and identify potential concerns and alternative solutions. A written summary will be prepared and distributed following the field review.

Client Meetings

Outside of routine coordination with Mandan Engineering staff, Engineer's project team will meet with representatives from Owner and NDDOT to discuss design and planning issues, scheduling, progress, and upcoming work. There will be a maximum of three (3) meetings in an estimated 3-month period.

SPECIAL IMPROVEMENT DISTRICT

Assist with Owner's forming of a SID. Owner's intent is to create one SID that will pay for portions of project construction and related costs. Owner's responsibilities associated with SID creation are defined in Exhibit B. Engineer's services include:

- Landowner research—Assist Owner to establish the district boundary. Obtain ownership data defined in the right-of-way tasks below.



- Exhibits—Prepare overall exhibits depicting improvements, which will be used for public hearings and district creation documents. Engineer’s scope and fee assumes creating individual exhibits for each property will not be required, and landowner notifications will include an overall map.
- Provide an opinion of total probable construction cost summary for items selected by Owner to be included in the SID. Owner will determine cost of bond issuance and other SID-related costs not related to Engineer’s fees and opinion of probable construction cost. Assuming an iterative process for SID creation, complete up to three (3) iterations of opinion of probable construction cost. Owner will be responsible for evaluating and verifying lot sizes, for determining the method of assessment and for calculating the final per lot assessment amount.
- PER - Prepare a preliminary engineering report (PER) according to North Dakota Century Code and Owner requirements.
- Submit drafts of the above deliverables for Owner’s review and comment and revise one time after initial review by Owner.
- Landowner notification—Assist Owner by providing a draft letter with exhibits and costs. Owner will be responsible for sending individual letters.
- Public hearing—Prepare required exhibits and attend a public hearing required for SID creation.
- Attend up to three (3) staff, City Council, public hearings or other meetings related to the SID creation process. Owner will be the primary contact for individual meetings with parcel owners, and Engineer will assist if needed.

RIGHT-OF-WAY

Landowner List

Maintain and manage a landowner list which will be a repository for all individual landowner information for each parcel of land impacted by the project. The data, will include, but is not limited to: landowner name(s), tax identification number(s), address(s), legal description(s), parcel dimensions and area, phone number(s), and email address(s). Engineer will create a direct mailing to the landowners adjacent to the project notifying them of the survey work.

Tract Ownership Report

Perform research through Morton County GIS, online resources, and personal investigation at the Morton County Courthouse. The research includes verifying and printing of the last deed of record to determine ownership for approximately 125 parcels within the identified project area. Copies of all documents will be delivered to Owner as part of the report.

The objective at this stage is to obtain the last deed of record only, which may not reflect a full ownership record for each parcel. The reports provided by Engineer should not be considered as a form of title insurance or proof of title. They are not a title commitment, an opinion of title, nor an abstract of title. There is no insurance, assurance or guarantee afforded by this report to anyone as to the condition of title or marketability of title.

PRELIMINARY ENGINEERING (30%)

Pavement Design Report

Based upon the geotechnical information, a pavement design report will be completed for a concrete and asphalt pavement section. The pavement design will be in accordance with the 1993 AASHTO Guide for Design of Pavement Structures. A life cycle cost analysis will be prepared to compare the asphalt and concrete pavement sections.

Traffic Operation Report

A concurrent project (Bismarck-Mandan Intersection Analysis Study) is performing a traffic operations analysis of selected intersections in both Bismarck and Mandan. This project includes all the intersection included in this project's limits with the exception of the intersection of 1st Street and 5th Avenue. The intersection of 1st Street and 5th Avenue has no proposed changes to its control measures. Engineer will utilize the results of that traffic operations analysis to determine the appropriate intersection control measures for this project. No further traffic operations will be required. This task only includes review of the report prepared with the concurrent project.

Preliminary Intersection Geometry

Based upon recommendations in the Bismarck-Mandan Intersection Analysis Study, Engineer will prepare preliminary intersection layouts.

Storm Water Report and Prelim Layout

Evaluate the existing storm drainage system and prepare a Storm Sewer Evaluation Memorandum for the surface drainage collected within the roadway corridor. Engineer will review existing storm water management plans and develop a desktop evaluation memo with recommendations for pipe sizes and inlet locations based on downstream storm sewer constraints/limitations.

Lighting Report and Analysis

Roadway lighting will be designed to meet AASHTO recommended minimum illuminance and maximum uniformity (average/minimum) levels using a computer-generated lighting analysis. The proposed lighting design will be analyzed using Visual Professional Edition software developed by Acuity Brands Lighting, Inc. using the illuminance method of calculation. The lighting analysis will include placement configurations, fixture wattages and light distribution types to maximize lighting efficiency. The lighting analysis will be completed for a LED lighting system and based off the following assumptions:

- This roadway project will utilize the same "Acorn" light standard, as described below, included in the Mandan Main Street project.
 - Luminaire = PEMCCO Sentinel Glass with Opti-FLUX LED Luminaire (64W, 4K, Type III distribution, 12' height)

Utilities

Coordinate the work of this project with Owner and private utilities within the project corridor.

- Private utilities will be notified of the upcoming project and encouraged to conduct infrastructure improvement concurrently.
- Coordinate obtaining CCTV videos of the sanitary sewer and storm sewer, which will be performed either by Owner or a separate contractor.
- Engineer will review inspection footage and make recommendations for the sanitary and storm sewers to Owner.

Streetscape/Landscape Architecture

Prepare a preliminary design based upon the preliminary geometry of the intersections, bulb-outs at pedestrian crosswalks, and sidewalks. The proposed streetscape improvements will match those to be implemented on Main Street, as part of Project No. UGP-NHU-1-094(202)915.

The preliminary design will be based off the following assumptions:

- One conceptual layout as the basis of design to include one intersection and extending out mid-block of the associated street and avenue. The typical conceptual layout will include:
 - Colored and textured pavement within the sidewalks, bulb-outs, and intersections.
 - Plant beds and/or tree grate locations along with plant materials.
 - Site furnishings such as benches, trash receptacles, tree guards, bike racks, etc.
 - Existing street monuments to remain as is and new street monuments to match existing monuments where desired by Owner.
 - Decorative light poles – coordinating with light pole manufacturer(s) to obtain an opinion of suitability / feasibility of installing banner brackets, banners, and shepherds' crooks (hanging basket brackets) on the existing decorative poles.
- 3D Modeling and Graphics Production:
 - One 3D model will be assembled for the study area stated above. From this 3D model, a maximum of six perspective renderings, as well as one rendered plan view will be generated for use in focus group meetings, public input meetings, and for an online survey to gather feedback.
- Streetscape Site Furnishings & Planting Palette:
 - One materials palette exhibit illustrating proposed site furnishings, trees, shrubs, and perennials will be provided with colored images and a short description of each item.

Preliminary Design (30%)

Prepare conceptual design (30%) based off the findings in the geotechnical report, pavement design report, the "Bismarck-Mandan Intersection Analysis Study", the storm water report and the lighting report. The design will include plan layouts showing following elements:

- Roadway horizontal and vertical alignments
- Typical sections
- Intersection layout and control measure demarcation
- Pedestrian facilities plan view
- Streetscape/landscape feature locations
- Proposed stormwater, sanitary sewer and watermain locations (plan view only)
- Fire suppression water services
- Light poles locations
- Traffic control phasing concepts / construction sequencing

Preliminary Right of Way Limits

Identify potential ROW or easements needs based on preliminary survey and design elements.

Opinion of Probable Construction Cost

Prepare preliminary opinion of probable construction cost based off the preliminary roadway design. A preliminary cost estimate for right-of-way and utility relocations will be included in this section.

Pop-Up Project Coordination

Develop a layout for the implementation of reverse angle parking on 2nd Avenue between 1st Street and 2nd Street adjacent to the courthouse. Engineer will work with Owner to layout the parking as a “Pop-Up” project and Owner will paint over the existing markings with black and paint the reverse angle parking with Yellow.

Geotechnical Report

Coordinate a geotechnical evaluation to determine existing pavement and soil conditions to be used for the pavement design. The geotechnical evaluation will include six (6) – 10-foot-deep borings on 1st Street and nine (9) – 5-foot-deep borings on the side streets to determine existing soil conditions. The geotechnical investigation includes drilling, lab testing, corrosion suite, flagging and signs, and a report that will cover earth related recommendations and pavement considerations.

ENVIRONMENTAL DOCUMENT

Purpose & Need

Develop a purpose and need statement for the project consistent with FHWA and NDDOT guidance. The purpose and need statement will clearly and concisely articulate the reasons why the project is needed and what the project is intended to accomplish.

Alternatives Analysis

Based on information provided in the Preliminary Engineering Phase, Engineer will develop and evaluate project alternatives. It is anticipated that only one build alternative will be evaluated for this project.

Section 4(f) Evaluation

Section 4(f) properties will be identified, and potential impacts will be quantified to the level necessary for determining whether a Programmatic or Full Section 4(f) Evaluation will be needed. If it is determined that a full Section 4(f) Evaluation would be needed, a supplemental agreement would be required.

Draft Documented CATEX – Preparation, Distribution, Review

Prepare and distribute the Draft Documented CATEX for review to Owner and NDDOT. Engineer will also submit an electronic version in PDF format to Owner and NDDOT Local Government Division. The document will be a compilation and summary of the work completed in the preliminary engineering phase. Reports from the project meetings, environmental documentation, survey, roadway design, traffic operations, hydraulics and structure selection, pavement design, lighting design, and pedestrian/bicycle facilities and cost estimation will be referenced in the document.

Revisions to the Draft Report

Compile a summary of all comments to the Draft Documented CATEX. Each comment will be individually addressed. Any revisions resulting from the comment will be summarized.

Prepare & Submit Final Documented CATEX

Input and comments from review of the draft will be incorporated into the Final Documented CATEX. Engineer will submit one original hard copy of the Documented CATEX to Owner. Engineer will submit an electronic version of the Final Documented CATEX in PDF format to Owner and NDDOT Local Government Division.

Office Wetland Delineation

Conduct an office wetland delineation to help determine potential wetland impacts associated with the project. The office wetland delineation and report will be completed in accordance with the USACE 1987 Wetland Delineation Manual, as well as the NDDOT Design Manual - Chapter II – Section IV: “Wetlands, Vegetation and Environmental Permitting”.

Cultural Resources

The cultural resource submittal will include SOV Letter 5, SFN 52748 and a Class I Literature Review. A Class I Literature Review of the North Dakota State Historic Preservation Office (NDSHPO) site and manuscript files will be prepared. Data collected from this review will provide an overview of previously conducted cultural resource work within the project area, including all previously recorded site locations.

If requested from the NDDOT and/or NDSHPO, Engineer could perform a Class III Cultural Resource Inventory of the proposed project area. The fieldwork methodology will follow the established guidelines of the NDDOT and the NDSHPO. Engineer will produce and submit two hardcopies and one electronic copy of the Report of Findings to the NDDOT, one hardcopy for the SHPO and one hardcopy for Owner. This report will be completed in accordance with the established guidelines of the NDDOT and NDSHPO. The Class III Cultural Resource Inventory would be out of scope work. An architectural history survey may be requested by the NDDOT and/or NDSHPO. This survey would be out of scope work.

PUBLIC INVOLVEMENT

Mailing List

Identify and compile a mailing list of affected, potentially affected, or interested parties, as well as governmental agencies, and elected and appointed officials who will be solicited for input regarding the project. Engineer will work with Owner and the NDDOT to update the mailing list.

Solicitation of Views

Prepare and distribute, upon review and approval, a solicitation of views package to affected, potentially affected, or interested parties, as well as governmental agencies with a possible interest in the project’s planning at the beginning of the study process. The letter will be used as a means of scoping issues pertinent to the study and to obtain information about permits, licenses, or other agency requirements needed to construct the project.

Project Website

Communication to the public will be facilitated through a project website hosted on Owner website. Engineer will develop the materials to post on the website and will provide the materials to Owner.

City Commission Presentation

Present at one (1) City Commission Meeting at an appropriate time in the project development to discuss proposed improvement alternatives. It is anticipated to present public comments and project decisions to be made.

Direct Mail

Prepare and distribute notices for one public meeting to affected or potentially affected landowners, businesses, organizations and local government officials. Direct mailings will be sent to residents in

adjacent subdivisions along the corridor. The purpose of the notice is to announce the upcoming public meeting, keep interested parties apprised of developments in the study area, identify key project milestones, provide an opportunity to comment, and indicate who to contact with questions. The notice will be sent out approximately seven (7) to fourteen (14) days prior to the meetings.

News Media

Notice of the Public Input Meeting will be advertised in the area newspaper approximately fifteen (15) days prior to each meeting. A press release will be issued approximately seven (7) days prior to each meeting.

Public Input Meeting

Prepare for and conduct a Public Input Meeting. The purpose of the Public Input Meeting is to present to the public the results of the study to date and obtain comments on the alternatives. The Public Input Meeting will be held after the analysis of alternatives has been completed. The format for the meeting will be an open house format. Preparation for the meeting will include any or all the following: a PowerPoint presentation, visual displays, public handouts, exhibits, and plan drawings. Input from the meeting will be incorporated into the project.

Focus Groups

Conduct two (2) “Focus Group” meetings with the same target group as the recent Mandan Main Street Project. The meetings will review the scope and concepts of the project with the recommendations to be taken to the larger public meetings and commission.

SURVEY AND MAPPING

Notice of Survey

Mail a postcard at the onset of the project to notify the property owners of the forthcoming Engineer survey crews.

Topographic and Boundary Survey

Conduct preliminary ground survey of reconstruction project limits to include associated site contours, existing surfaces, known subsurface features, utilities and right-of-way (ROW) limits and adjacent property boundaries. Engineer will download the field survey data and generate AutoCAD base maps for plan drawings. Survey tasks will include:

- Primary control survey
 - Develop line of site location between all survey control on 1st Street and all avenues.
 - Run a level loop through the control to ensure vertical accuracy is achieved.
 - Set additional control points off site for use during construction phase.
- Property research
 - Review recorded documents to assist with developing property boundaries.
- Boundary survey
 - The ROW survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing ROW and decide if ROW acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.

- Topographic survey- Streets
 - Grid survey within ROW limits of the road, sidewalks, crosswalks and planter areas.
 - Survey of concrete/asphalt transitions, curb, and sidewalk.
 - Survey of select buildings finished floor elevation.
 - Measure building corners of buildings against or near the ROW.
 - Survey of existing street signs.
- Topographic survey-Alleys (limited survey)
 - Survey of utilities.
 - Survey building corners and major surface features.
- One-Call survey
 - Survey of all private utilities located by the North Dakota One Call Services.
- Sanitary sewer survey
 - As-built manholes, cleanouts, and pipe sizes. (no as-builts available)
- Storm sewer survey
 - Spot check manholes, inlets, and pipe sizes existing as-built drawings.
- Water main survey
 - Spot check watermain against existing as-built drawings.

The survey is based off the following assumptions:

- The intent of this survey is to obtain information adequate for preliminary design purposes, and to assist with developing the scope for final design and construction. Engineer and Owner understand that additional survey will be likely for final design and ROW acquisition purposes. Survey will generally occur between back-of-sidewalk and back-of-sidewalk. Building corners and finish floor elevations will only be measured if adjacent to ROW.
- All sidewalks and curb lines have been cleared of snow by Owner. If winter conditions require additional time and create inefficiencies, Engineer will promptly notify Owner in writing of the need for additional survey time.
- Manholes, valves, etc. that are stuck to the rim and not able to be removed with a pick will be identified and opened by Owner.
- Water and storm sewer utilities will be passed off record drawings from project SU-1-988(007)018, dated 1998, with spot-checks by our survey crews to verify accuracy. If additional survey of the utilities is needed, they will be included in a subsequent amendment.

Base Drawing Preparation

Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.

Water Service Evaluation

Evaluate existing water services to commercial buildings within the project limits that will receive a new water service. Engineer may need to enter commercial buildings to document the size of the water service and location that the water service enters the buildings. Engineer will evaluate the existing service size to determine if the water service can provide enough capacity to support fire suppression measure for these buildings and recommend increased service sizes as necessary in support of future fire suppression needs.

DELIVERABLES PROVIDED BY ENGINEER

- Progress reports at two (2) week intervals

- Project schedule with critical path and milestone dates for key activities
- Agendas and minutes for project meetings
- Prepare, assemble, distribute, present and review the Decisions Document and Draft/Final Documented CATEX.
- Electronic version of plan drawing in AutoCAD 2017/Civil3D format
- Record of conversations with landowners, public, news media, agencies, and utility companies
- Landowner list
- Direct mailing to the landowners adjacent to the project notifying them of the survey work
- Report of ownership -last deed of record
- Copies of all documents per each parcel required
- Direct mail notices, news releases, exhibits, materials and reports for Field Review and Public Meetings
- Field Wetland Delineation Report and Tree Count
- Class I Cultural Resource Survey Report
- Topographic and boundary survey
- Pavement thickness design & report
- Analysis of Owner utilities (water/sanitary)
- Geotechnical evaluation & recommendation (Subconsultant)
- Preliminary lighting report and analysis
- Preliminary engineering report for SID creation

SERVICES NOT INCLUDED IN THIS SCOPE

- Creating multiple SIDs or repeating efforts necessary to create a single SID that is protested out
- Environmental Assessment and Environmental Impact Statement
- Cultural Resource Evaluation or Mitigation
- Class III Cultural Resource Inventory (NDDOT guidance for Urban Grant Program – 2020)
- Architectural History Survey (NDDOT guidance for Urban Grant Program – 2020)
- Tribal consultation and coordination
- Survey/documentation of ROW encroachments
- ROW plats and negotiator reports
- Documentation of the existing condition of adjacent buildings
- Survey/measurement of overhead powerlines
- Title documents research
- Relocation assistance
- Appraisals or cost estimates of potential acquisitions/easements
- Litigation and court testimony
- Environmental clearance for borrow/waste sites
- Detention pond analysis/design
- Hydraulic modeling of utility networks
- Retaining wall or other structural design
- Traffic operations analysis & report
- Existing lighting system analysis
- Specifications and special provisions

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 3, 2020.

Owner's Responsibilities

Article 2 of the Agreement is 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 at its expense:

- 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.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. 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.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), 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 money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- 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. 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 constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then 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.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following:

1. Special Assessments: Owner's intent is to create an assessment district that will pay for portions of project costs. A single district will be created in accordance with the Owner's special assessment policy. Owner's responsibilities associated with creating the district include the following:
 - a. Determine construction items and associated costs to be included in assessments, along with the method of assessing each property owner.
 - b. Determine final district boundary.
 - c. Review and approve landowner list provided by Engineer. If data is unavailable to Engineer from public records, assist with completing the landowner list.
 - d. Review Engineer's opinion of probable construction cost, then determine the final per lot assessment amount.
 - e. Determine cost of bond issuance and other SID-related costs not related to Engineer's fees and opinion of probable construction cost.
 - f. Review and approve preliminary engineering report provided by Engineer.
 - g. Facilitate public hearing required for district creation.
 - h. Perform all duties (including legal and bond counsel if applicable) related to creating a special assessment district not identified in Engineer's services.

This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 3, 2020.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- U. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 - ~~3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.~~
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$395,665 based on the following estimated distribution of compensation:

a. Preliminary Design Phase	\$395,665.00
b. Final Design Phase	By amendment
c. Bidding or Negotiating Phase	By amendment
d. Construction Phase	By amendment
e. Post-Construction Phase	By amendment
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 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 Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to

consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 3, 2020.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Bodily injury, each accident:	\$1,000,000
2) Bodily injury by disease, each employee:	\$1,000,000
3) Bodily injury/disease, aggregate:	\$1,000,000
c. General Liability --	
1) Each Occurrence:	\$1,000,000
2) General Aggregate:	\$2,000,000
d. Excess or Umbrella Liability --	
1) Per Occurrence:	\$5,000,000
2) General Aggregate:	\$5,000,000
e. Automobile Liability --	
1) Combined Single Limit:	\$1,000,000
f. Professional Liability --	
1) Each Claim Made	\$5,000,000
2) Annual Aggregate	\$5,000,000

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Engineer's general liability policies of insurance as additional insureds:
 - a. City of Mandan

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 3, 2020.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **a mutually agreed upon mediator**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 3, 2020.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, 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, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
 3. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 3, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
KLJ Project #: 1904-02191
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: March 3, 2020

Owner: City of Mandan

Engineer: Kadrmass, Lee & Jackson, Inc.

Project: Mandan Downtown Street Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Mandan

ENGINEER: Kadmas, Lee & Jackson, Inc.

By: _____

Print

Name: _____

Title: _____

Date Signed: _____

By: _____

Print

Name: Mark Anderson

Title: Vice President, EPW

Date Signed: _____

Attest

By: _____

Print

Name: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2020
PREPARATION DATE: February 24, 2020
SUBMITTING DEPARTMENT: Human Resources
DEPARTMENT DIRECTOR: Brittany Cullen, HR Director
PRESENTER: Brittany Cullen, HR Director
SUBJECT: Salary Study

STATEMENT/PURPOSE: To consider entering into agreement with Condrey and Associates for completion of a salary study that encompasses all City of Mandan departments.

BACKGROUND/ALTERNATIVES: During the last commission meeting, there was discussion on the salary study proposal. The topic discussion was postponed to gather more information relating to the benefits survey.

Condrey provided a quote of \$12,500 for completion of a benefits survey. When inquiring on details of the benefit survey, they informed me that it is a separate survey from the salary survey. While they are sent out at the same time, the results are kept completely separate. They also noted that the benefits survey would decrease the response rate from roughly 90% down to roughly 50%. The results of the benefit survey will only tell us where we are leading, at, or lagging the market. It will not tie into the overall compensation picture. In visiting with them, they recommended not doing the benefit survey if we know where our weaknesses are in the benefit package. It would be more beneficial to retain the \$12,500 and put it towards the salary study or addressing the weaknesses in the benefit package.

Overall, the City does have a great benefit package. Exhibit 1 is a chart of the top 10 cities in ND to compare the ratio of benefits expenses to the total compensation costs (salaries + benefits).

Exhibit 1

2020 Salaries & Benefits					
City	Population	Salaries (FT, PT, OT)	Benefits	Total (Salaries + Benefits)	Benefit/Total
Bismarck	73,112	\$44,012,702	\$18,425,610	\$62,438,312	29.5%
Mandan	22,519	\$8,039,400	\$3,329,450	\$11,368,850	29.3%
Wahpeton	7,753	\$2,669,852	\$1,103,579	\$3,773,431	29.2%
Minot	47,370	\$27,822,350	\$11,202,842	\$39,025,192	28.7%
Grand Forks	56,948	\$40,873,423	\$14,532,471	\$55,405,894	26.2%
West Fargo	36,566	\$14,415,354	\$4,961,956	\$19,377,310	25.6%
Jamestown	15,226	\$6,327,997	\$2,117,756	\$8,445,753	25.1%
Fargo	124,844	\$55,510,636	\$18,575,374	\$74,086,010	25.1%
Williston	27,096	\$29,830,266	\$9,227,026	\$39,057,292	23.6%
Dickinson	22,739	\$13,224,631	\$3,960,545	\$17,185,176	23.0%

Extrapolated numbers from budget
 Separate line item totals in budget

Our family health insurance vesting schedule seems to be an area of concern that I hear about most frequently in regards to our benefits package. We have lost several new hires over the last year who needed family health insurance but could not afford the monthly premium. New employees who need family health insurance coverage are expected to pay \$1,039.92/month out of their own pocket during their first year of employment. Exhibit 2 shows how our health insurance benefits convert into an hourly rate. The Employer Paid portion would be added to the employee's hourly rate. The Employee Paid portion was included to show how the family vesting schedule affects the employer paid portion. The difference is the hourly rate that would actually be added to the employee's hourly rate.

Exhibit 2

Employer Paid				Employee Paid				Hourly Rate
Health Insurance	Monthly	Yearly	Hourly Rate	Health Insurance	Monthly	Yearly	Hourly Rate	Difference
Single	\$733.68	\$8,804.16	\$4.23	Single	\$0.00	\$0.00	\$0.00	\$0.00
Family				Family				
0 to < 1 year	\$733.68	\$8,804.16	\$4.23	0 to < 1 year	\$1,039.92	\$12,479.04	\$6.00	-\$1.77
1 to < 2 years	\$837.67	\$10,052.04	\$4.83	1 to < 2 years	\$935.93	\$11,231.16	\$5.40	-\$0.57
2 to < 3 years	\$941.66	\$11,299.92	\$5.43	2 to < 3 years	\$831.94	\$9,983.28	\$4.80	\$0.63
3 to < 4 years	\$1,045.66	\$12,547.92	\$6.03	3 to < 4 years	\$727.94	\$8,735.28	\$4.20	\$1.83
4 to < 5 years	\$1,149.65	\$13,795.80	\$6.63	4 to < 5 years	\$623.95	\$7,487.40	\$3.60	\$3.03
5 to < 6 years	\$1,357.63	\$16,291.56	\$7.83	5 to < 6 years	\$415.97	\$4,991.64	\$2.40	\$5.43
6 to < 7 years	\$1,565.62	\$18,787.44	\$9.03	6 to < 7 years	\$207.98	\$2,495.76	\$1.20	\$7.83
7+ years	\$1,773.60	\$21,283.20	\$10.23	7+ years	\$0.00	\$0.00	\$0.00	\$10.23

As you can see in Exhibit 2 above, single health insurance coverage equates to an additional \$4.23/hour to an employee’s hourly rate. For family health insurance coverage after seven years of employment, adds an extra \$10.23/hour to an employee’s hourly rate. If the employee needs family health insurance coverage during their first two years of employment, it decreases their hourly rate by \$1.77 the first year, and \$0.57 the second year.

Below is an example that builds on the information above. It shows two employees with the same hourly rate, and how their overall hourly rate is affected based on their health insurance coverage and years of service.

Employee A - Single Coverage		Employee B - Family Coverage		
Hourly Rate:	\$18.82	Hourly Rate:		\$18.82
Health Insurance:	\$4.23	Health Insurance:		Total:
Total:	\$23.05	0 to < 1 year	-\$1.77	\$17.05
		1 to < 2 years	-\$0.57	\$18.25
		2 to < 3 years	\$0.63	\$19.45
		3 to < 4 years	\$1.83	\$20.65
		4 to < 5 years	\$3.03	\$21.85
		5 to < 6 years	\$5.43	\$24.25
		6 to < 7 years	\$7.83	\$26.65
		7+ years	\$10.23	\$29.05

If the salary study is approved at this meeting, Condrey & Associates said the schedule of activities would remain the same.

Background from February 18, 2020 Meeting: The last salary study was done July 2013, which was an in-house study compared to the City of Bismarck. Prior to that, Condrey and Associates completed a study in January 2008. In recent department head meetings, there has been interest expressed in having an updated salary study completed. Almost 7 years have passed since the internal one was done, and 12 years since the last external study.

Since Condrey and Associates completed a study for us in the past. We reached out to them to obtain the approximate price of a salary study. Condrey and Associates said they would honor the price of a proposal they offered to the City in 2015 (\$42,500). The scope of the study will consist of new job descriptions, interviewing 80% of full-time employees, conducting a salary survey, general organizational structure recommendations, and preparation of a classification plan.

We are requesting to waive the formal bid process, as departments were pleased with the work performed by Condrey and Associates in 2007. Condrey and Associates is very familiar with our area. Not only have they completed a salary study for the City of

Mandan, but they have also completed a salary study for the City of Bismarck in 2015. The department directors sat in on a video call with Condrey to run through the proposal and have all of our questions addressed. The representatives from Condrey were very knowledgeable and were able to provide answers, examples, and resources to assist in addressing our questions. After the meeting with Condrey, and knowing some department directors were familiar and satisfied with their work, we were in agreement to request approval to move forward in this process.

Condrey's proposed schedule of activities is provided below for reference on the timeframe of the study.

City of Mandan
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
March 2020	<ul style="list-style-type: none">o Conduct project orientation for human resources staff and department headso Distribute position questionnaireso Completed position questionnaires returned to Condrey and Associates
April 2020	<ul style="list-style-type: none">o Conduct employee interviewso Conduct salary survey
May 2020	<ul style="list-style-type: none">o Continue salary survey
June 2020	<ul style="list-style-type: none">o Develop preliminary cost estimateo Present preliminary classification and pay reporto Publish final report
July 2020 – June 2021	<ul style="list-style-type: none">o Provide follow-up technical assistance in pay plan implementation.

Project Directors: Dr. Stephen E. Condrey, President
Ms. Jan Hansford, Vice President
Condrey and Associates, Inc.
PO Box 7907
Athens, GA 30604-7907
(706) 380-7107 (Phone)
(586) 816-4067 (FAX)
steve@condrey-consulting.com
jan@condrey-consulting.com
www.condrey-consulting.com

ATTACHMENTS: Proposed contract with Condrey and Associates

FISCAL IMPACT: \$42,500. Finance Director Welch provided the funding source as the General Fund 2019 Budget Savings.

STAFF IMPACT: This process will consume time from all employees.

LEGAL REVIEW: The proposal has been reviewed by the City Attorney.

RECOMMENDATION:

- I recommend the City Commission waive the public bidding requirements for the selection of a human resources consulting firm to complete a salary study, job description review, and classification analysis.
- I recommend the approval of the proposed contract with Condrey and Associates to complete a salary study, job description review, and classification analysis for the City of Mandan.

SUGGESTED MOTION:

- I move to approve the City Commission waive the public bidding requirements for the selection of a human resources consulting firm to complete a salary study salary study, job description review, and classification analysis.
- I move the approval of the proposed contract with Condrey and Associates to complete a salary study, job description review, and classification analysis for the City of Mandan.



December 16, 2019

Ms. Brittany Cullen, SHRM-SCP
Human Resources Director
City of Mandan
205 2nd Avenue
Mandan, North Dakota 58554

Dear Ms. Cullen:

I have enclosed a proposal to conduct a classification and compensation study for the City of Mandan. If selected, we plan to begin work on the project March 1, 2020, with a preliminary report submitted for review in June 2020 and a final report submitted on or before June 30, 2020. The enclosed proposal outlines a thorough study for the City.

I believe you will agree that confidence is built in a new classification and compensation system by involving management and employees in the process. If selected for this project, we would interview approximately 80% of the City of Mandan's employees covered under this letter of agreement. We believe this high percentage of persons individually interviewed for the study will greatly increase its validity. As you will note from the enclosed proposal, in the employee interview process we utilize a variety of skilled consultants with specific subject matter knowledge of local government administration, public safety, public utilities, public finance, public works and information technology. This process leads to a valid and expertly prepared compensation plan that is accepted by the City's employees.

Condrey and Associates has been serving clients nationwide for more than 21 years and has never been involved in any litigation. I strongly encourage you to check the references we have listed in our proposal packet. I believe you will find that we work very hard to deliver a thoroughly documented and competitive personnel system that meets the needs of management and employees alike.

This offer of services is valid until June 30, 2020. We will be happy to revise the enclosed memorandum of agreement to meet appropriate legal requirements as deemed necessary by the City of Mandan or to enter into an appropriate contract initiated by the City.

We are looking forward to providing high quality human resource management consulting services to the City of Mandan. I believe you will find our firm to be highly competent and responsive to the needs of your jurisdiction. Please contact me at (706) 380-7107 if I may provide further information.

Sincerely,

Steve Condrey, Ph.D.. IPMA-SCP
President

**PROPOSAL FOR A CLASSIFICATION
AND COMPENSATION STUDY
FOR THE CITY OF
MANDAN, NORTH DAKOTA**

December 16, 2019

**Condrey and Associates, Inc.
PO Box 7907
Athens, Georgia 30604-7907
(706) 380-7107 (phone)
(586) 816-4067 (fax)
steve@condrey-consulting.com
www.condrey-consulting.com**

Table of Contents

Profile of Proposer	1
Representative Client Contacts	2
Selected Clients	4
Summary of Proposer's Qualifications	9
Summary of Consultant Responsibilities and Assignments	13
Project Understanding, Proposed Approach, and Methodology	14
Summary of the Proposed Fee Structure	16
Memorandum of Agreement	17
Contract for Technical Assistance to the City of Mandan	20
Schedule of Activities	23

PROFILE OF PROPOSER

Condrey and Associates, Inc. is a human resource management consulting firm providing personnel-related technical assistance to local and state government organizations. All work performed for the City of Mandan project will be conducted on site and at the firm's offices in Athens, Georgia.

The two principals associated with the project, Dr. Steve Condrey and Ms. Jan Hansford, have collaborated on over 500 similar projects for state and local governments. Consultants for this project will be chosen from among consultants with specific subject matter knowledge in local government, public safety, public utilities, public health, and public works administration: Dr. Rex Facer, Associate Professor in the Romney Institute of Public Management at Brigham Young University and a skilled human resources consultant, Mr. Mark Knowles, an independent consultant experienced in financial administration and information technology, Gene Mays, former Chief Deputy of the Athens-Clarke County, Georgia, Sheriff's Department and a skilled law enforcement consultant, Mr. James Hansford, a skilled classification consultant and former Executive Director of the Georgia Firefighter Standards and Training Commission, Mr. Mike Mahathirath, a skilled consultant specializing in IT, Finance and Staffing Analyses, Dr. Mark Foster, an industrial psychologist with extensive experience in law enforcement administration, Dr. James M. Austin, Jr., an industrial psychologist and President of Austin Consulting, Inc., Mr. Brian Burke, a certified Real Estate Appraiser and Firefighter, and Dr. Greg Reece, a skilled technical writer and consultant.

REPRESENTATIVE CLIENT CONTACTS

Listed below are five representative references. Additional professional references are available upon request.

Mr. Robert McConnell
Director of Human Resources
City of Bismarck
221 N. 5th Street
Bismarck, ND 58506-5503
(701) 355-1330
rmccconnell@bismarcknd.gov

We completed a classification and compensation study for the City of Bismarck in 2015 (approximately 575 employees).

Ms. Laurie Gronlund
Human Resources Director
City of Pierre
222 E. Dakota
Pierre, South Dakota 57501
(605) 773-7406
laurie.gronlund@ci.pierre.sd.us

We originally developed a classification and compensation plan for the City of Pierre in 2000. We completed updates of the City's classification and compensation system in 2005 and 2017. Pierre has recommended us to numerous other jurisdictions.

Ms. Heather Doke, PHR
Human Resources Director
City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801
(307) 675-4220
hdoke@sheridanwy.net

We completed a comprehensive classification and compensation study for the City of Sheridan in 2005 (approximately 200 employees). We completed updates of their system in 2013 and 2018.

Mr. Steve North
Assistant City Manager
City of Lawrenceville
70 S. Clayton Street
Lawrenceville, GA 30046
(770) 963-2414
steve.north@lawrencevillegaweb.org

We completed a comprehensive classification and compensation study for the City of Lawrenceville in 2017 (approximately 300 employees).

Ms. Lisa McLeod
Human Resources Director
City of Opelika
204 S. 7th Street
Opelika, AL 36803
(334) 705-5130
lmcleod@ci.opelika.al.us

We completed a classification and compensation study for the City of Opelika in 2011 and updates of their system in 2014 and 2017. Opelika has approximately 350 employees.

SELECTED CLIENTS

Alabama

Alabama Department of Postsecondary Education
Alabama Department of Corrections
Alabama Department of Human Resources Head Start
Anniston Water Works and Sewer Board
City of Anniston
City of Auburn
Curry Water Authority
City of Dothan
Dothan-Houston County Intellectual Disabilities Board
City of Eufaula
Eufaula Water & Sewer Board
Etowah County
Town of Falkville
City of Gadsden
City of Jasper
Jasper Water Works and Sewer Board
Lee County
City of Madison
City of Mobile
Mobile County
Mobile County Personnel Board
Mobile Area Water and Sewer Board
Mobile Housing Authority
North Central Alabama Regional Council of Governments (NARCOG)
City of Opelika
City of Prattville
City of Rainbow City
City of Tallahassee
City of Tuscaloosa
Selma Waterworks and Sewer Board
Walker County

Alaska

Matanuska-Susitna Borough

Arkansas

City of Jonesboro
City of North Little Rock

Connecticut

Town of Waterford

Florida

City of Miami Beach
St. Johns County
St. Johns County Property Appraiser
St. Johns County Clerk of Courts

Georgia

City of Acworth
Ben Hill County
Brunswick-Glynn County Joint Water and Sewer Commission
City of Canton
City of Cartersville
Columbus Consolidated Government
Cook County
Coweta County Water and Sewerage Authority
City of Forest Park
City of Hinesville
City of Holly Springs
City of Lawrenceville
City of Suwanee
Lowndes County
Morgan County
Paulding County
City of Peachtree City
Pickens County
City of Statesboro
Tift County
Troup County
City of Tybee Island
United Methodist Church, North Georgia Conference
City of Valdosta
City of Watkinsville

Kentucky

Bowling Green Municipal Utilities
DESA International, Inc., Bowling Green
City of Morganfield

Illinois

Village of Forsyth
City of Moline

Iowa

Dallas County
Muscatine Power and Water
City of Pella

Maine

City of Scarborough

Maryland

City of Takoma Park

Missouri

City of Cape Girardeau

City of Gladstone

City of Jefferson City

City of Lake Saint Louis

City of O'Fallon

City of Sedalia

Nevada

Carson City School District

City of Boulder City

New Hampshire

Local Government Center

City of Concord

Town of Hanover

Manchester Employees' Contributory Retirement System

New Mexico

Bloomfield School District

Deming Public School System

Santa Fe Community College

San Juan College

New York

Madison County Government

Onondaga County Government

Orange County Government

North Carolina

Braswell Memorial Library, Rocky Mount

Cape Fear Public Utility Authority

Town of Chapel Hill

City of Hickory

City of Laurinburg

Lenoir County

City of Lincolnton

Lincoln County Government

North Carolina League of Municipalities

Orange County Government

North Carolina, Continued

City of Rocky Mount
Rutherford County Government
City of Wilson

North Dakota

City of Bismarck
City of Mandan
Mandan Parks District

Oklahoma

City of Broken Arrow
Northeastern State University

South Carolina

Town of Fort Mill
City of Goose Creek
Jasper County Government
McCormick County
Saluda County

South Dakota

City of Aberdeen
City of Pierre
Minnehaha County
Pennington County
City of Madison
City of Mitchell
City of Rapid City
City of Spearfish

Tennessee

City of Hendersonville

Texas

City of Big Spring
City of Beaumont
City of Forney
City of Galveston
City of Rockport
City of Seabrook
Galveston County Government
Galveston County Health District
Harris County Housing Authority
Oller Engineering, Inc., Lubbock
Texas Municipal League Intergovernmental Risk Pool

Texas (Continued)
Webb County Government

Vermont

Town of Hartford
Town of Norwich

Virginia

The Children's Center
City of Franklin
Franklin Development and Housing Authority
Powhatan County
Town of Rocky Mount
Town of Vinton

Washington

City of Moses Lake

Wyoming

City of Casper
City of Cody
City of Evanston
Evanston Parks & Recreation District
City of Gillette
City of Green River
City of Laramie
City of Rock Springs
City of Sheridan
Sheridan County Government
Sheridan Recreation District

SUMMARY OF PROPOSER'S QUALIFICATIONS

Stephen E. Condrey, Ph.D. Steve Condrey, President of Condrey and Associates, has over thirty years of professional experience in human resource management and has consulted nationally and internationally with over 800 organizations concerning personnel-related issues. He is the immediate past Editor-in-Chief of the *Review of Public Personnel Administration* and is the co-editor of *Public Administration in Post-Communist Countries* (CRC Press, 2013), editor of the *Handbook of Human Resource Management in Government*, Jossey-Bass, (1998, 2005 and 2010), and *Radical Reform of the Civil Service*, Lexington Press, 2001. He is the 1998 recipient of the University of Georgia's Walter Barnard Hill Award for Distinguished Achievement in Public Service and Outreach and was named Hill Fellow by the University of Georgia in 2004 (the University of Georgia's highest public service faculty honor). He holds the IPMA-SCP designation from the International Public Management Association for Human Resources. Steve retired from the Carl Vinson Institute of Government, University of Georgia in 2010. He was appointed by President Obama as Chairman of the Federal Salary Council in 2010 and served in this capacity until 2017. Dr. Condrey was elected as a Fellow to the National Academy of Public Administration in 2012 and was President of the American Society for Public Administration for 2013-2014.

Ms. Jan Hansford. Jan Hansford, Vice President of Condrey and Associates, is a Principal Human Resource Management Consultant with the Vinson Institute and recently retired as Human Resources Director of Athens-Clarke County, Georgia, a consolidated government of over 1600 employees. With over 30 years of related experience, both as a practitioner and as a consultant, Jan specializes in administrative classification issues, *Fair Labor Standards Act* compliance, and payroll restructuring and administration. She is also well-versed in communicating complex classification and compensation issues in a clear and understandable fashion and will assist in communicating study results to department heads, elected officials, and employees. Ms. Hansford has assisted in managing over 400 personnel-related projects. Jan holds the IPMA-SCP designation from the International Public Management Association for Human Resources.

Mr. Mark Knowles. Mark Knowles, Principal Consultant with Condrey and Associates, is the founder of GovDirections.com – a leading online procurement monitoring system. Mark has prior experience with the Georgia Municipal Association, where he provided technical assistance to local governments. Mark has assisted with organizational management issues related to technology in several communities including the cities of Rapid City, South Dakota, and Auburn, Alabama. Mark has experience in performance benchmarking and assisted in the design and implementation of systems in communities such as Lowndes County and Dawson County, Georgia. Mark has over twenty years of classification and compensation experience and has assisted managing projects in over 200 jurisdictions across the United States.

Mr. Gene Mays. Gene Mays, Senior Consultant with Condrey and Associates, has over twenty-five years of law enforcement experience as a Patrol Officer, Corporal, Juvenile Officer, Detective, Sergeant, Internal Affairs Officer, and Captain with the Athens-Clarke County Police Department. He recently retired as Chief Deputy of the Clarke County, Georgia Sheriff Department. In addition to directly-related law enforcement experience, Gene is a skilled law

enforcement consultant, having consulted with numerous jurisdictions concerning personnel-related issues (classification and compensation, job analysis, and assessment centers). Gene coordinated the law enforcement interviews with the City of Anniston, Alabama, Orange County, North Carolina, Jefferson City, Missouri, North Little Rock and Jonesboro, Arkansas, Galveston County, Texas, Wilson, North Carolina, Auburn, Alabama, Cape Girardeau, Missouri, Sheridan, Wyoming, Gladstone, Missouri and Jasper, Alabama projects.

Mr. James E. Hansford. Jim Hansford, Principal Consultant with Condrey and Associates, has over thirty-five years of experience as a Firefighter, Lieutenant, Captain, Chief of Training and Fire Chief of a consolidated government fire department. He recently retired as the Executive Director of the State of Georgia Firefighter Standards and Training Council, where he administered the certification program for all fire departments in the State of Georgia. Jimmy is a member of the International Association of Fire Chiefs, Georgia Association of Fire Chiefs, and the Georgia Firefighters Association. Mr. Hansford is a skilled consultant, having assisted with over 100 personnel-related projects in various jurisdictions.

Mr. Mike Mahathirath. Mike Mahathirath, Senior Consultant with Condrey and Associates, is co-founder of GovDirections – the leading online procurement monitoring service. Mike has prior experience with the Georgia Municipal Association and the Georgia Department of Community Affairs. Mike managed one of the largest lease-purchase pools in the United States and implementation of a statewide uniform chart of accounts for Georgia Local Governments. Mike has over twelve years of experience working with local governments throughout the United States.

Mr. Ellis Cadenhead. Ellis Cadenhead, Senior Consultant with Condrey and Associates, recently retired as Executive Director of the Coweta County (Georgia) Water Authority. Ellis previously served as Executive Director of Electric Cities of Georgia and Assistant General Manager of Newnan Utilities (Georgia), a full-service utilities commission. Ellis is active in various state and national professional organizations. He assisted with the Galveston, Texas, North Little Rock, Arkansas, Bowling Green Municipal Utilities (Kentucky), Wilson, North Carolina and Muscatine Power and Water (Iowa) projects. Ellis was the founder of the Georgia Public Web, as well as numerous telecommunications innovations while with Newnan Utilities.

Dr. Rex Facer. Rex L. Facer II, Senior Consultant with Condrey and Associates, is an Associate Professor in the Romney Institute of Public Management in the Marriott School at Brigham Young University where he teaches in the Master of Public Administration program. President Obama appointed Facer to the Federal Salary Council in 2010. Facer previously served on NASPAA's Commission on Peer Review and Accreditation, including a term as chair. The commission is the accrediting body for master's degree programs in public administration. Professor Facer regularly lectures and consults nationally and internationally on human resource management and local public finance issues. His published research has appeared in leading peer-reviewed journals. His current research focuses on public sector compensation practices, alternative work schedules, and local government finance. Rex coordinates all performance appraisal design and training as well as all salary equity analyses for Condrey and Associates, Inc.

Dr. James M. Austin, Jr. Jim Austin, Senior Consultant with Condrey and Associates, is President of Austin Consulting, Incorporated. Dr. Austin has extensive experience in conducting job analysis, assessment center preparation/administration, policy development, training, and position classification activities in a variety of public and private sector organizations including Home Depot.

Dr. Mark Foster. Mark Foster, Senior Consultant with Condrey and Associates, is an industrial psychologist with over 20 years of experience in law enforcement personnel selection and promotion administration. Mark has coordinated the promotional process for the Georgia State Patrol for the past twelve years, and the Georgia Bureau of Investigation for the past eight years. Additionally, he has consulted nationally with numerous other law enforcement agencies and with Fortune 500 corporations such as Georgia Pacific and Federal Express.

Dr. Cathy Reese. Cathy Reese, Senior Consultant with Condrey and Associates, is Assistant Professor of Public Administration at Arkansas State University where she teaches courses in budgeting, financial administration, and human resource management. Cathy has over 15 years of experience in conducting classification and compensation studies and most recently worked on the North Little Rock and Jonesboro, Arkansas, projects.

Mr. Brian Burke. Brian Burke, Senior Consultant with Condrey and Associates, is a certified Real Estate Appraiser and Fire Officer. Brian has consulted with over 30 organizations, and currently works for a local government.

Ms. Linda Seagraves. Linda Seagraves, Principal Consultant with Condrey and Associates, is a Personnel Specialist with the Vinson Institute of Government. Ms. Seagraves specializes in payroll restructuring and is skilled in calculating project implementation costs so that accurate budget projections are provided to the client. Ms. Seagraves has consulted with over 500 organizations.

Dr. Greg Reece. Greg Reece, Principal Consultant with Condrey and Associates, is a skilled technical writer, author and consultant. He holds graduate degrees from Vanderbilt University (M.Div.) and Claremont Graduate University (Ph.D). He teaches courses in Ethics at the University of Alabama, Birmingham.

FLORIDA SURVEY RESEARCH CENTER PROFILE

Michael J. Scicchitano, Ph.D. Michael J. Scicchitano is an associate professor of political science and the director of the Florida Survey Research Center (FSRC) at the University of Florida. As Director of the FSRC he has implemented hundreds of survey research and program evaluation projects in the past ten years including projects related to housing and real estate. He has extensive knowledge of the implementation of telephone, mail, and in-person surveys. He brings expertise in survey design, sampling, and data analysis to this project. Dr. Scicchitano earned a BA in political science and masters in public administration from Pennsylvania State University. He received his Ph.D. in political science from the University of Georgia in 1984. Since 1984 he has been on the faculty at West Virginia University, the University of Connecticut and the University of Florida. In addition to his work with the FSRC, he is director of the masters program in public administration. He is also editor of *State and Local Government Review*, which is the official journal for American Society for Public Administration's section on intergovernmental management. His research on issues related to public policy and public affairs has been published in *Journal of Politics*, *Publius*, *Legislative Studies Quarterly*, *Policy Studies Journal*, *Administration and Society* and many others. He has taught courses on public budgeting, computer applications, and public policy and administration to graduate and undergraduate students at the University of Florida.

Tracy L. Johns, Ph.D. Tracy Johns is an Adjunct Instructor for the Departments of Sociology and Political Science and the Research Director at the Florida Survey Research Center (FSRC) at the University of Florida. As Research Director of the FSRC, she has designed and overseen the implementation of hundreds of surveys. Dr. Johns is responsible for the creation and design of survey instruments, population sampling, managing survey implementation, supervising data analysis, and writing summary reports of research conducted by the FSRC. She has an extensive background in conducting mail, telephone, and in-person surveys as well as secondary data analysis and program evaluations. Dr. Johns earned a B.A. and M.A. in sociology from the University of Florida, and completed her Ph.D. in sociology at the University of Florida in 2001.

Dr. Johns has published, in journals such as *Journal of Research in Crime and Delinquency* and *Security Journal*, and presented papers on a variety of topics, including: crime and deviance on college campuses, disaggregated homicide results, racism in America, and survey methodology. Dr. Johns' research focuses on issues related to alcohol use and abuse, date rape, and white collar crime. She has initiated and overseen several large-scale studies on alcohol and drug use and she is currently studying shoplifting behaviors. Dr. Johns teaches courses in deviant behavior and general sociology at the University of Florida.

SUMMARY OF CONSULTANT RESPONSIBILITIES AND ASSIGNMENTS

Steve Condrey will serve as project director and will coordinate all direct contacts with the client in conjunction with **Jan Hansford**. Jan will also coordinate the classification interview schedule, personally interview top administrative personnel, be responsible for constructing the overall classification plan, direct the salary survey, calculate project implementation costs, review the proposed classification plan with appropriate County officials, conduct employee classification appeals (if any), and be available on an as-needed basis for follow-up technical assistance and training during the first year of project implementation.

Jan Hansford and Mark Knowles will serve as assistant project directors and will assist Steve Condrey in the above outlined duties. Mark will also conduct the classification interviews in conjunction with Jan Hansford.

Dr. Greg Reece is the writer for the project. **Linda Seagraves** will coordinate salary data collection activities conducted by the University of Florida as part of this project and will calculate the costs of various project implementation plans.

City of Mandan staff support required for the project will be minimal. We request that one person be appointed to serve as our principal contact for the purpose of communicating project plans and schedules, gathering current payroll information, and disseminating and collecting position questionnaires and draft job descriptions.

PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

- * For a full description of project activities please see the enclosed draft contract. Individual employees will be apprised of project activities through a series of project orientation sessions as well as personally during the time that they are interviewed for classification purposes.
- * Condrey and Associates will conduct a salary survey specifically for this project. Approximately 25 organizations will be invited to participate in the survey. The salary data will be collected using a university-based online system. This system makes it easy for the target organizations to quickly and accurately input their salary and, if needed, benefit information. Each organization will be sent an email that explains the online salary system as well as access information. The team implementing the online salary survey is available to answer questions and provide support as needed. A sample of the web-based salary data collection system can be viewed at : <http://www.flsurveyresearch.org/demo/> using the access code: NJFRHP
- * We will provide the City of Mandan with three implementation plans showing the relative impact of differing funding levels on the compensation plan. This will provide the County with a degree of flexibility in implementing the project. Back-up data will provide individual employee salary calculations for placement in the new plan. Additionally, Condrey and Associates will discern the need for and, if necessary, detail the cost of any equity adjustment to ease employee pay compression.
- * Three months following project implementation, Condrey and Associates will conduct an employee appeals process. The appeals process will provide employees an opportunity to provide written justification for appealing their classification. Condrey and Associates will reply to all appeals in writing and will conduct telephone or onsite reviews to ascertain the nature of the appeals. We normally have few (if any) classification appeals.
- * Condrey and Associates utilizes a modified version of the Factor Evaluation System (FES). FES is the most widely utilized point-factor evaluation system and is the basis for most all other point-factor job evaluation systems. We have utilized FES in over 500 organizations of differing functions and degrees of administrative sophistication. We find that FES, when applied skillfully and properly, produces an internally equitable classification plan that is highly acceptable to management as well as the organization's employees. Training in FES application will be provided to the City of Mandan human resources staff. Also, we provide a full year of follow-up technical assistance to include additional training to insure that the system is properly maintained. Please note that all FES data calculations are available in electronic format. Also, since FES is in the public domain, there are no copyright or royalty fees associated with its use.
- * We will conduct extensive interviews or desk audits with full-time position incumbents (approximately 80% of the City of Mandan's employees). This will help assure an accurate and internally equitable classification plan that is accepted by management as well as the County's employees.

* Condrey and Associates utilizes a system of career ladders as an overlay to the classification system developed through our job evaluation system. These career ladders provide avenues for managerial flexibility as well as individual employee incentive and achievement. We believe this methodology is superior to traditional broad-banding and avoids that system's potential flaws, including those related to equal pay.

* Condrey and Associates is very familiar with the *Americans with Disabilities Act* (ADA). In addition to providing advice to clients in the practical application of ADA, one of the firm's principals conducted the most extensive survey to date of ADA implementation in America's cities. Approximately 300 cities responded to the survey. The results appear in the *American Review of Public Administration*.

* All written products produced for the City of Mandan project will become the property of the City. This includes the job evaluation system, position questionnaires, salary survey data, and all training materials. These products will also be provided to the client in disk form. Our current software includes Word, Excel, and the Statistical Package for the Social Sciences (SPSS+). There is no additional charge for this service.

SUMMARY OF THE PROPOSED FEE STRUCTURE

Condrey and Associates will provide the services outlined in the enclosed draft contract for the **fixed cost** of \$42,500. This fee includes one year of follow-up technical assistance at no additional charge to the jurisdiction.

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this ____ day of _____ 2020, by and between the City of Mandan, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR or its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

Condrey and Associates will:

- a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

Section II

COOPERATOR will pay Condrey and Associates a fixed fee of \$42,500 upon receipt of invoices. This amount will be paid in two (2) equal installments, within twenty (20) days of receipt of billing. The invoices should be directed to Ms. Brittany Cullen, SHRM-SCP, Human Resources Director, City of Mandan, 205 2nd Avenue, Mandan, North Dakota 58554; telephone number (701) 667-3217. The billings shall occur on March 15, 2020 and June 1, 2020.

Section III

The term of this agreement shall be from March 1, 2020 through June 30, 2020. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

Section V

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

FOR THE CITY OF MANDAN:

Stephen E. Condrey
President

Date: _____

Date: _____

Jan H. Hansford
Vice President

Date: _____

Corporate Seal

APPENDIX A

Contract for Technical Assistance to the City of Mandan: Proposal for Reviewing and Updating the City's Compensation and Classification System

The administration of the City of Mandan has determined the need for a review and updating of the job classification system and pay plan for selected jobs covered under its personnel system.

Condrey and Associates proposes the following schedule of activities to accomplish four objectives:

1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;
2. Produce an updated description of each job and produce a classification system based on job content analysis;
3. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
4. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

Phase I – Developing a Work Plan and Schedule of Activities

- 1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

Phase II – Job Analysis Survey

- 2.1 Condrey and Associates will develop a detailed job survey form to be completed by position incumbents. This data will serve as the basis for generating updated job descriptions, job classifications, and job evaluations (ranking of jobs).
- 2.2 Condrey and Associates will determine the number of interviews and/or job audits that will need to be conducted to insure adequate data for generating a complete and valid description of each job and job classification. It is anticipated that approximately 80% of

the City of Mandan's employees will be interviewed concerning their job duties and responsibilities.

- 2.3 After the job survey, job audits and interview data are analyzed, a properly formatted job description will be completed for each job. The written job description will draw on four sources of information: (1) current job descriptions, (2) information from the job survey, (3) supervisors' review and critique, and (4) interviews and job audits.

Phase III – Job Evaluation

- 3.1 Condrey and Associates will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.
- 3.2 Condrey and Associates and appropriate officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

Phase IV – Developing a Compensation Structure

Condrey and Associates will:

- 4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project. The survey will include up to 25 organizations and 40 benchmark positions.
- 4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

Phase V – Developing a Pay Plan

Condrey and Associates will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).

- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

Phase VI – Implementing and Administering the Program

Condrey and Associates will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.
- 6.2 Determine the proper FLSA designation of each position.
- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

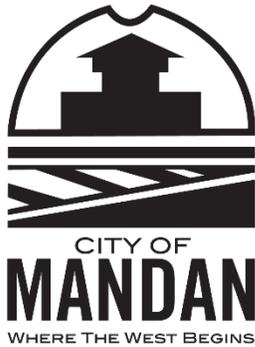
Cost and Duration

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$42,500. Considering the scope of the project, we anticipate a four (4) month work plan beginning March 1, 2020, with final reports submitted on or before June 30, 2020. Follow-up technical assistance will be provided through June 30, 2021 at no additional cost to the City (with the exception of travel-related costs). Formal involvement would terminate June 30, 2020.

City of Mandan
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
March 2020	<ul style="list-style-type: none">o Conduct project orientation for human resources staff and department headso Distribute position questionnaireso Completed position questionnaires returned to Condrey and Associates
April 2020	<ul style="list-style-type: none">o Conduct employee interviewso Conduct salary survey
May 2020	<ul style="list-style-type: none">o Continue salary survey
June 2020	<ul style="list-style-type: none">o Develop preliminary cost estimateo Present preliminary classification and pay reporto Publish final report
July 2020 – June 2021	<ul style="list-style-type: none">o Provide follow-up technical assistance in pay plan implementation.

Project Directors: Dr. Stephen E. Condrey, President
Ms. Jan Hansford, Vice President
Condrey and Associates, Inc.
PO Box 7907
Athens, GA 30604-7907
(706) 380-7107 (Phone)
(586) 816-4067 (FAX)
steve@condrey-consulting.com
jan@condrey-consulting.com
www.condrey-consulting.com



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 4, 2020
PREPARATION DATE: February 25, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Amber Larson, City Commissioner
SUBJECT: Appoints to the Mandan Youth Commission

STATEMENT/PURPOSE: To consider appointing individuals to the Mandan Youth Commission (MYC).

BACKGROUND/ALTERNATIVES: The City Commission created the MYC in 2012 and the MYC was active for a few years and then became dormant. In discussions with representatives from Mandan Public Schools, we would like to resurrect the MYC. Mandan Public Schools put out a call to students at the High School and Middle School for interested parties. Ten applications were received. The following note was sent to the parents:

.....
Youth Commission Members & Parent/Guardian,

Thank you for taking interest in being part of the newly revitalized Mandan Youth Commission. Students we are so happy to see your community spirit come forth in this way. Parents, your MMS or MHS child has indicated an interest in participating joining the Mandan Youth Commission. I am reaching out to you both today to provide you information from Commissioner Larson. Please speak to your child about this opportunity.

----- From Commissioner Larson -----

Dear Parent or Guardian,

Your student has been chosen to participate in the Mandan Youth Commission. This group will meet approximately four times a year during school hours. The Mandan Youth Commission is intended to give young people a direct channel to provide input into Mandan’s growth and development, work on projects that are important to them and encourage a lifelong commitment to public service.

Your student will be officially appointed to the Youth Commission during the Mandan City Commission meeting on Tuesday, March 3 at 5:30 in the Mandan City Hall, and the group's first meeting will be held in March.

If you prefer for your student to not be publicly recognized or do not approve of his/her participation, please contact Jim Neubauer at City Hall.

Respectfully,
Commissioner Larson

First Meeting

The first meeting of the Mandan Youth Commission will be on **Wednesday, March 18th from 11:30 to 12:30 at the Brave Center**. Lunch will be provided for the students (pizza). MHS students can easily walk to the meeting. MMS students will be transported by MPS to and from the meeting. We anticipate this meeting taking 1 hour and will include representatives from the City Commission including Commissioner Larson. Parents it will not be necessary to excuse your children to this event as it will be held during school time on school property. If again you have reservations about your child participating in this or all meetings of the Youth Commission please contact Mr. Jim Neubauer at City Hall.

Schools Perspective

Mandan Public School believes that every child must be Choice Ready when they graduate. Being Choice Ready has many facets including the skills necessary to advocate, solve problems, and lead. We believe the Mandan Youth Commission gives ours students, your children, the opportunity to grow and develop these skills.

If you have questions about MPS's partnership with the City of Mandan on this project feel free to contact me at 701-751-6500.

Respectfully,
Jeff Fastnacht

Asst. Superintendent

ATTACHMENTS: n/a

FISCAL IMPACT: n/a

STAFF IMPACT: unknown at this time

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend appointing Michaela Kuntz, 6th; Hayden Mehlhoff, 7th; Andaleen (Andi) Nelson, 8th; Tenisyn Brugh, 9th; Abby Eckroth, 10th; Kahleesia Chapman, 10th; Lyseaunna Ressler, 10th; Alexandria Dirk, 11th; Austin Horn, 11th and Breanna Horner, 11th to the Mandan Youth Commission.

SUGGESTED MOTION: I move to appoint the following individuals to the Mandan Youth Commission; Michaela Kuntz, 6th; Hayden Mehlhoff, 7th; Andaleen (Andi) Nelson, 8th; Tenisyn Brugh, 9th; Abby Eckroth, 10th; Kahleesia Chapman, 10th; Lyseaunna Ressler, 10th; Alexandria Dirk, 11th; Austin Horn, 11th and Breanna Horner, 11th



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2020
PREPARATION DATE: February 27, 2020
SUBMITTING DEPARTMENT: Engineering/Public Works
DEPARTMENT DIRECTOR: Justin Froseth, PE/Mitch Bitz
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider the creation of street improvement district, approval of the engineer's report, approval of feasibility report and resolution determining sufficiency of forms of petition, waiver and consent for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

STATEMENT/PURPOSE: To move forward with the resolutions necessary to approve the Public Works Parking Lot Street Improvement District project.

BACKGROUND/ALTERNATIVES: Public Works staff approached Engineering staff about including the work necessary to construct a parking lot and other hard surfaces as part of all of the improvements at the Public Works main facility. We plan to include these improvements as part of the Mid-Town East project's scope of work with those costs being assessed to the city only. In order to do so, we need to amend our district boundaries and scope to include this work.

ATTACHMENTS:

- 1) Resolution Creating Street Improvement District
- 2) Resolution approving Engineer's Report
- 3) Feasibility Report
- 4) Resolution determining sufficiency of forms of protest, waiver and consent to assessments
- 5) District Map

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Page 2 of 8

FISCAL IMPACT: The total project cost would be assessed to the City only. We believe that including scope as part of the Mid-Town East project will mutually benefit the Mid-Town East assessments scope and the Public Works scope because more work in a contract typically helps to reduce each items per unit cost on the bid. This work is estimated at \$1,200,000.

STAFF IMPACT: Coordination between Engineering, Public Works and Moore Engineering to execute.

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

RECOMMENDATION: Approve the resolutions necessary to move the Public Works Parking Lot project forward.

SUGGESTED MOTIONS:

1. Move to approve the resolution creating the district, approve the engineer's report, approve the feasibility report and approve the resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Page 3 of 8

**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT NO. 215A**

Project No. 2020-04

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. There is hereby created Street Improvement District No. 215A (the "District")(Project# 2020-04) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, Public Works Parking Lot, and includes concrete paving, storm sewer, and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

The following lots and blocks are included in said District:

Lot 1 Block 1, Southside 2nd Addition

Lot 4 Block 5, Southside 2nd Addition

A tract of land being part of Southside 2nd Addition of the City of Mandan, North Dakota.

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Page 4 of 8

Date of Passage: March 3, 2020

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN STREET IMPROVEMENT DISTRICT NO. 215A**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 215A (Project #2020-04), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.
2. The probable costs of the of the improvement project are estimated to be as follows:

a.	Construction costs:	\$1,100,000
b.	Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$ 100,000
c.	Total estimated costs of the improvement:	\$1,200,000

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Page 5 of 8

4. This resolution shall be in full force and effect from and after its passage.

Dated this 3rd day of March, 2020

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Page 6 of 8

**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STREET IMPROVEMENT DISTRICT #215A, PROJECT #2020-04**

1.) General Nature of Project

The District has been created to allow for the City of Mandan Public Works parking lot. Installation of concrete paving, storm sewer, will take place with this project.

2.) Location of Proposed Construction

The proposed construction will take at City of Mandan Public Works parking lot.

3.) Environmental Impact

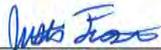
It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area..

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$1,100,000. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$100,000. The total cost for the improvement is estimated at \$1,200,000.



Justin Froseth
Planning and Engineering Director

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Page 7 of 8

**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION, WAIVER
AND CONSENT TO ASSESSMENT FOR STREET IMPROVEMENT DISTRICT NO.
215A**

BE IT RESOLVED, By the Board of City Commissioners of Mandan, North Dakota:

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by City of Mandan, the owner of a majority of property area, for the improvement in and for Street Improvement District No. 215A, Project No. 2020-04("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.

2. This Board is authorized to cause the improvement in and for the District to be made, and to levy and collect assessments therefore.

Dated this 3rd day of March, 2020

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215A, Project No. 2020-04 (Public Works Parking Lot).

Page 8 of 8





New Business No. 3

Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2020
PREPARATION DATE: February 27, 2020
SUBMITTING DEPARTMENT: Engineering/Public Works
DEPARTMENT DIRECTOR: Justin Froseth, PE/Mitch Bitz
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider the creation of street improvement district, approval of the engineer's report, approval of feasibility report and resolution determining sufficiency of forms of petition, waiver and consent for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

STATEMENT/PURPOSE: To move forward with the resolutions necessary to approve the Grounds Maintenance Parking Lot Street Improvement District project.

BACKGROUND/ALTERNATIVES: Public Works staff approached Engineering staff about including the work necessary to construct a parking lot and other hard surfaces needed at the Public Works Grounds Maintenance Facility adjacent to the City Cemetery. We plan to include these improvements as part of the Mid-Town East project's scope of work with those costs being assessed to the city only. In order to do so, we need to amend our district boundaries and scope to include this work.

ATTACHMENTS:

- 1) Resolution Creating Street Improvement District
- 2) Resolution approving Engineer's Report
- 3) Feasibility Report
- 4) Resolution determining sufficiency of forms of protest, waiver and consent to assessments
- 5) District Map

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

Page 2 of 8

FISCAL IMPACT: The total project cost would be assessed to the City only. We believe that including scope as part of the Mid-Town East project will mutually benefit the Mid-Town East assessments scope and the Public Works scope because more work in a contract typically helps to reduce each items per unit cost on the bid. This work is estimated at \$130,000.

STAFF IMPACT: Coordination between Engineering, Public Works and Moore Engineering to execute.

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

RECOMMENDATION: Approve the resolutions necessary to move the Grounds Maintenance Parking Lot project forward.

SUGGESTED MOTIONS:

1. Move to approve the resolution creating the district, approve the engineer's report, approve the feasibility report and approve the resolution of necessity for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

Page 3 of 8

**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT NO. 215B
Project No. 2020-5**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. There is hereby created Street Improvement District No. 215B (the "District")(Project# 2020-05) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, Grounds Maintenance Parking Lot, and includes concrete paving and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

A tract of land being part of NE ¼ SW ¼ Section 23, Township 130, Range 81 of the City of Mandan, North Dakota.

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: March 3, 2020

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN STREET IMPROVEMENT DISTRICT NO. 215B**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 215B (Project #2020-05), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.
2. The probable costs of the of the improvement project are estimated to be as follows:

a. Construction costs:	\$120,000
b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$ 10,000
c. Total estimated costs of the improvement:	\$130,000

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

Page 5 of 8

4. This resolution shall be in full force and effect from and after its passage.

Dated this 3rd day of March, 2020

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

Page 6 of 8

**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STREET IMPROVEMENT DISTRICT #215B, PROJECT #2020-05**

1.) General Nature of Project

The District has been created to allow for new concrete paving for Grounds Maintenance parking lot. Installation of new concrete paving will take place with this project.

2.) Location of Proposed Construction

The proposed construction will take at City of Mandan Grounds Maintenance parking lot.

3.) Environmental Impact

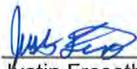
It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as new development spreads in this area.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$120,000. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$10,000. The total cost for the improvement is estimated at \$130,000.



Justin Froseth
Planning and Engineering Director

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

Page 7 of 8

**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION, WAIVER
AND CONSENT TO ASSESSMENT FOR STREET IMPROVEMENT DISTRICT NO.
215B**

BE IT RESOLVED, By the Board of City Commissioners of Mandan, North Dakota:

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by City of Mandan, the owner of a majority of property area, for the improvement in and for Street Improvement District No. 215B, Project No. 2020-05("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.

2. This Board is authorized to cause the improvement in and for the District to be made, and to levy and collect assessments therefore.

Dated this 3rd day of March, 2020

President, Board of City Commissioners

ATTEST:

City Administrator

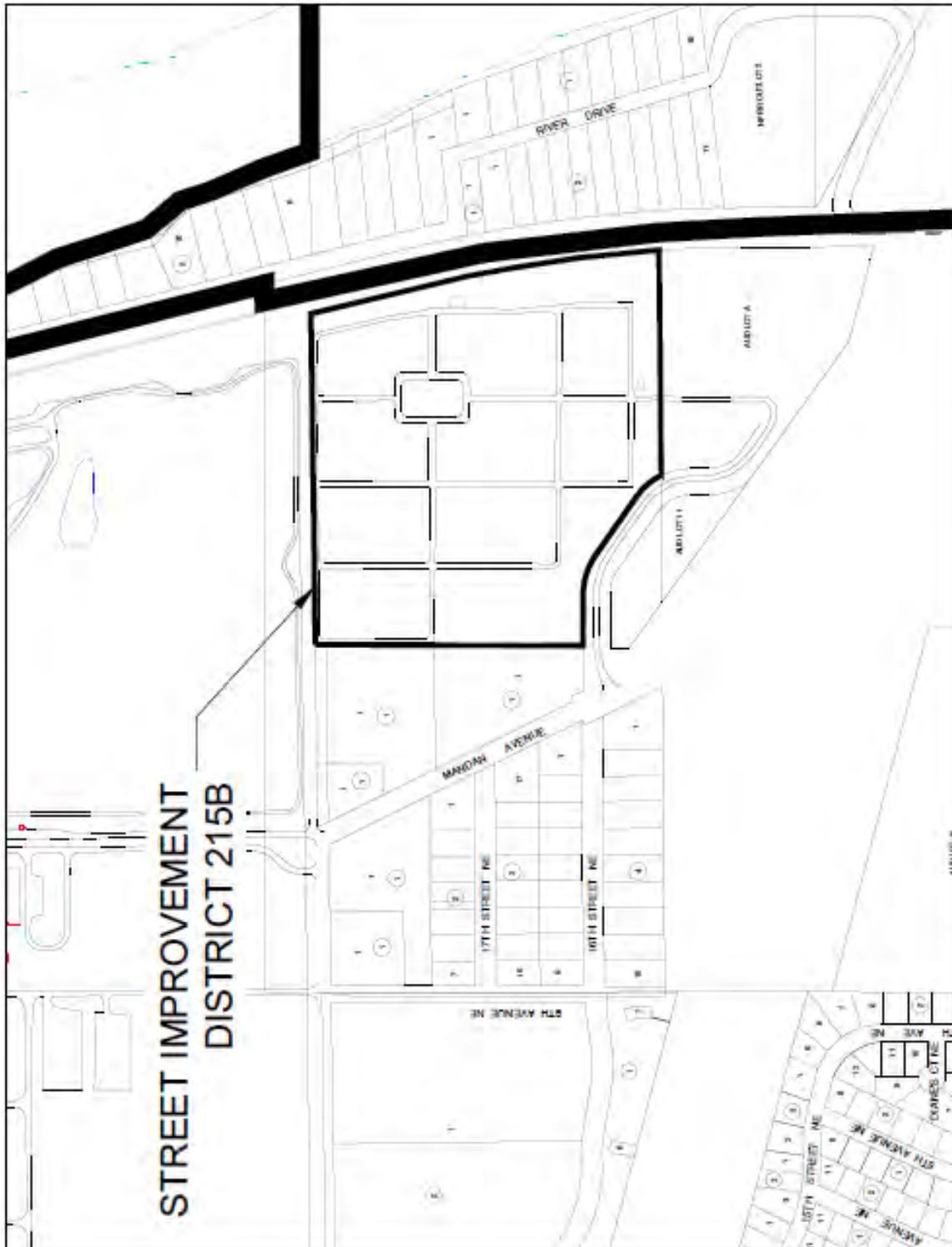
Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215B, Project No. 2020-05 (Grounds Maintenance Parking Lot).

Page 8 of 8





Board of City Commissioners

Agenda Documentation

MEETING DATE:	March 3, 2020
PREPARATION DATE:	February 27, 2020
SUBMITTING DEPARTMENT:	Engineering
DEPARTMENT DIRECTOR:	Justin Froseth, PE
PRESENTER:	Justin Froseth, Planning and Engineering Director
SUBJECT:	Consider the creation of street improvement district, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest Area).

STATEMENT/PURPOSE: To move forward with the resolutions necessary to approve the Northwest area Street Improvement District project.

BACKGROUND/ALTERNATIVES: Engineering staff has been working over past few months on this street improvement district project that will address the poor street conditions that we are seeing in the Northwest part of the City. More specifically, The areas of focus here include the streets north of Old Red Trail Highland Road starting at Highland Road on the east and ending with Old Red Trail at the Intersection with 56th Avenue on the west. It does not include all streets within this area, we have strategically selected the streets and construction methods to address those streets that we believe will give us the best value to extend life where appropriate. In areas where the pavement is just too far gone, we have called for reconstruction as we believe that is the best value for those segments.

The engineering office held a public involvement meeting on this project on Thursday, February 27th. The approximately 450 properties drawn within the district were invited to attend at the Red Trail Elementary School. There were more than 50 in attendance at the meeting. Some common questions and concerns related to the relatively short lifespan of the original build for many of these roads, the fairness of the assessment distributions proposed, and some concerns about the proposed scope of work in certain segments.

If the necessary resolutions are approved tonight, a 30 day protest period will start during which we will accept letters of protest. In addition to the state requirement of posting in the Mandan News, we will also post on our website and social media as well as send letters to property owners with their individual estimate of assessment. After the 30 day

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 2 of 11

protest period we would then bring the results of the protest period back before the board in April to determine sufficiency. Concurrently, we propose to start our advertisement for bid with the intent to bring that request to next Commission meeting. We would bring the determination of sufficiency of protests to our April 7th meeting and if determined insufficient, we would open bids during the week of April 13th for consideration at our April 21st City Commission meeting. We would construct most of the project in 2020 with minor tasks to complete in 2021.

Along with the steps to initiate the project, we are also recommending to commit to buying-down the assessment portion of the costs by 20% with the use of Municipal Infrastructure Funds (aka, Prairie Dog Funds). Another cost savings step specific to this district is to design and inspect this project out of the city engineering office instead of hiring a consultant to help with it. We estimate a cost savings of roughly 10% to approach this way. This particular district is less complex and therefore less time-consuming on the design side because we are not proposing underground (water or sewer) improvements given that they are not very old and we have confidence that those will last until the next major project is needed in this area.

ATTACHMENTS:

- 1) Resolution Creating Street Improvement District
- 2) Resolution approving Engineer's Report
- 3) Feasibility Report
- 4) Resolution of Necessity
- 5) District Map

FISCAL IMPACT: The total project cost that would be divided among district participants if no other funding support, is estimated at \$3,080,000. With Municipal Infrastructure Funds (formerly Prairie Dog Funds) buy down at a rate of 20%, that amount would be reduced by \$616,000 and would become \$2,464,000.

STAFF IMPACT: Significant time and effort working on this project.

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

RECOMMENDATION: Approve the resolutions necessary to move the Northwest Area project forward.

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 3 of 11

SUGGESTED MOTIONS:

1. Move to approve the resolution creating the district, approve the engineer's report, approve the feasibility report and approve the resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest Area).

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 4 of 11

**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT NO. 218
Project No. 2019-12**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. There is hereby created Street Improvement District No. 218 (the "District")(Project# 2019-12) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, streets between Highland Road NW and 56th Avenue NW from Old Red Trail north, and includes street reconstruction and maintenance and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

The following lots and blocks are included in said District:

Debbies Acres 1st Addition, Block 1, Lots 1-15

Dianas Acres 1st, Block 1, Lots 1-14

Patti's Acres 1st, Block 1, Lot 17

Elmshaven 1st, Block 1, Lot 1 - 3

Trail West Addition, Block 1 Lots 1- 4, Block 2, Lots 1-14, Block 3, Lots 1-7

Trail West 2nd, Block 1, Lots 1-2

Trail West 3rd, Block 1, Lots 1

Meadows 1st Block 1, Lots 1-12, Block 2, Lots 1-7, Block 3 Lots 1-9

Meadows 1st Replat of Lots 10-11 Blk 1

Meadows 2nd, Block 1, Lots 1-13, Block 2, Lots 1-6 , Block 3, Lot 1 , Block 4, Lots 1-2

Meadows 3rd Block 1, Lots 1-11

Ventures 1st Addition, Block 1, Lots 1-23, Block 2, Lots 1-21, Block 3, Lots 1-14

Ventures 1st Replat Block 4, Lots 1-A Through 1-N

West River 1st, Block 1, Lots 1-12, Block 2, Lots 1-7

West River 2nd, Block 1, Lots 1- 6

West River 3rd, Block 1, Lots 1-12, Block 2, Lots 1-10

West Hills Estates 1st Addition, Block 1, Lots 1-4, Block 2, Lots 1-7, Block 3, Lots 1-20

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 5 of 11

West Hills Estates 2nd Addition, Block 1, Lots 1a, 1b, 1c, Block 2, Lots 2, Block 3, Lots 1-7, Block 4 Lots 1a, 1b, 1c, 1d, 2-6, 5a, 5b, 7a, 7b, 7c, 7d, Block 5, Lot 1a, 1b, Block 6, Lot 1a, 1b, 1c

West Hills Estates 3rd Addition, Block 1, Lots 1-2, Block 2, Lots 1-6, Block 3 Lots 1-5.

West Hills Estates 4th Addition, Block 1, Lots 1-8, Block 2, Lots 1-6, Block 3, Lots 1-5

West Hills Estates 4th Replat Blocks 1 & 3

Roughrider Estates-Pioneer Addition, Block 1, Lots 1-75, Lot B

Old Red Trail Storage Addition, Block 1, Lot 1

Addie's Acres, Block 1, Lot 1

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: March 3, 2020

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN STREET IMPROVEMENT DISTRICT NO. 218**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 218 (Project #2019-12), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

2. The probable costs of the of the improvement project are estimated to be as follows:

a. Construction costs:	\$2,565,000
b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$ 515,000
c. Total estimated costs of the improvement:	\$3,080,000

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

4. This resolution shall be in full force and effect from and after its passage.

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 7 of 11

Dated this 3rd day of March, 2020

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 8 of 11

**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STREET IMPROVEMENT DISTRICT #218, PROJECT #2019-12**

1.) General Nature of Project

The District has been created to allow for street reconstruction and maintenance. Installation of asphalt pavement street section and other related work, will take place with this project.

2.) Location of Proposed Construction

The proposed construction will take at between Highland Road NW and 56th Avenue NW north of Old Red Trail.

3.) Environmental Impact

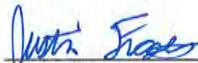
It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the Contractor at his or her expense. The Contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the Contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as new development spreads in this area.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$2,565,000. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$515,000. The total cost for the improvement is estimated at \$3,080,000.



Justin Froseth
Planning and Engineering Director

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 9 of 11

**RESOLUTION DECLARING THE NECESSITY OF AN
IMPROVEMENT PROJECT IN AND FOR
STREET IMPROVEMENT DISTRICT NO. 218 OF THE CITY OF MANDAN
TO BE PAID BY THE LEVY OF SPECIAL ASSESSMENTS
ON PROPERTY BENEFITTED THEREBY**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. It is hereby found, determined and declared that it is necessary for the City of Mandan to construct a street improvement project of the type specified in Subsection 40-22-01(2), North Dakota Century Code, in and for Street Improvement District No. 218 (Project #2019-12) of said City. Said improvement project shall include, but not be limited to the improvements of streets and storm sewer, as well as all other work and materials which are necessary or reasonably incidental to the completion of the project; all in accordance with and as described in the resolution creating said district adopted March 3, 2020; which is on file in the offices of the City Engineer and open for public inspection by anyone interested therein. The project may be more commonly known as the Northwest Area Street Improvement Project. Most of the proposed construction will take place on streets between Highland Road NW and 56th Avenue NW north of Old Red Trail, all in the City of Mandan.

2. The cost of said improvement project shall be paid for by special assessments to be levied against the respective lots, tracts and parcels of land within said improvement district benefitted by the improvement in amounts proportionate to and not exceeding such benefits and the Board of City Commissioners reserves the right to provide for the payment of a portion of the costs of such improvement from such other funds as may be properly available for such purpose.

3. The City Administrator is authorized and directed to cause this resolution, together with a map of the City showing the improvement district, which is attached hereto, to be published once each week for two (2) consecutive weeks in the official newspaper of the City.

Board of City Commissioners

Agenda Documentation

Meeting Date: March 3, 2020

Subject: Consider the creation of, approval of the engineer's report, approval of feasibility report and resolution of necessity for Street Improvement District No. 218, Project No. 2019-12 (Northwest area).

Page 10 of 11

4. The owners of property within said improvement district and liable to be specially assessed for said improvement shall be afforded the opportunity to file written protest with the City Administrator at any time within thirty (30) days after the first publication of this resolution. The City requires written protests only and must clearly contain the property that protests along with the name and signature of the owner of record. Written protests must be submitted to the City Administrator no later than 4:30 pm, local time, April 6, 2020. The Board of City Commissioners shall, at its next meeting after the expiration of said period, to wit April 7th, 2020 at 5:30 o'clock p.m., meet at the City Hall, 205 2nd Avenue N.W., Mandan, ND, to hear and determine the sufficiency of any of the protests so filed and to take such other and further action with reference to said improvement district as may then be deemed necessary and expedient.

5. This resolution shall be in full force and effect from and after its passage.

Dated this 3rd day of March, 2020.

President, Board of City Commissioners

ATTEST:

City Administrator

Publication Dates: March 6th & March 13th, 2020

Map of District Must also be published



Board of City Commissioners

Agenda Documentation

MEETING DATE:	March 3, 2020
PREPARATION DATE:	February 18, 2020
SUBMITTING DEPARTMENT:	Engineering
DEPARTMENT DIRECTOR:	Justin Froseth, PE
PRESENTER:	Wade Kline, KLJ Rachel Drewlow, Bis-Man MPO
SUBJECT:	Final Presentation and Consideration of the Arrive2045 MTP

STATEMENT/PURPOSE: The Bismarck-Mandan MPO, and their consultant KLJ, request a public hearing and the opportunity to present the final Arrive 2045 MTP to the Mandan City Commission for possible adoption.

BACKGROUND/ALTERNATIVES: Arrive2045 is the Metropolitan Transportation Plan (MTP) for the Bismarck-Mandan Metropolitan Planning Organization (BMMPO), which encompasses the City of Bismarck, City of Mandan, City of Lincoln, and portions of Burleigh County and Morton County. The MPT is a long-range transportation planning tool and covers a planning horizon for the future 25 years. As a master document, it will help shape federal transportation spending for the next 5 years. Likewise, it must be presented to the governing boards of all BMMPO jurisdictions for their review and approval.

The Bis-Man MPO, and their consultant KLJ, request a public hearing and the opportunity to present the final Arrive 2045 MTP to the Mandan City Commission at their March 3, 2020 meeting. Wade Kline, of KLJ, will provide the presentation by phone, and Rachel Drewlow, of the BMMPO, will attend in person to assist. The presentation will last approximately 15-20 minutes followed by a time for questions.

City of Mandan staff have been involved with the Arrive 2045 effort throughout its development, from its beginning RFP to the final document review. The process included multiple steering committee meetings, three public meetings, a study website, input/review by local, state and federal partners, and monthly progress updates to the BMMPO Technical Advisory Committee and Policy Boards. Please see the cover letter and executive summary provided by the Bis-Man MPO for more details.

ATTACHMENTS:

1. Arrive2045 MTP Cover Letter: Brief introduction to the agenda request and the Arrive2045 MTP

2. Arrive2045 Executive Summary: Highlights from the Arrive2045 MTP Document (full document available on Arrive2045.com)
3. Resolution of Adoption: City of Mandan Resolution of Adoption for the Arrive2045 MTP

FISCAL IMPACT: There is no immediate financial impact for the City. Impact would occur if the city pursued a transportation project through the BMMPO's annual solicitation and was awarded federal funds by NDDOT.

STAFF IMPACT: City of Mandan staff would assist in the implementation of the 2020-2045 MTP through the annual project solicitation process.

LEGAL REVIEW: The City Attorney has been copied on all agenda documents.

RECOMMENDATION: The Arrive 2045 MTP was presented to the City of Mandan Planning and Zoning Commission at their February 24, 2020 meeting. The Planning and Zoning Commission recommended to approve the Arrive 2045 MPT.

Staff recommends to approve the Arrive 2045 MTP.

SUGGESTED MOTION: The Bismarck-Mandan MPO requests a motion and approval of Arrive 2045, the 2020-2045 Metropolitan Transportation Plan, by Resolution of Adoption.

To: City of Mandan Board of City Commissioners
From: Rachel Drewlow, Transportation Planner – Bis-Man MPO
Wade Kline, Project Manager – KLJ
Date: February 12, 2020
Re: Review and Resolution of Adoption for Arrive 2045 (BMMPO
2020-2045 Metropolitan Transportation Plan)

Introduction

Arrive 2045 is the Metropolitan Transportation Plan (MTP) for the Bismarck-Mandan Metropolitan Planning Organization (BMMPO), which includes the City of Bismarck, City of Mandan, City of Lincoln, Burleigh County, and Morton County. As a long-range planning tool, it covers a planning horizon for the future 25 years. Attached to this memorandum is an Executive Summary for the Arrive 2045 MTP. Also, the full document may be accessed from the study website, Arrive2045.com. **The BMMPO, and their consultant KLJ, request a public hearing and the opportunity to present the final Arrive 2045 MTP to the Mandan City Commission at their March 3, 2020 meeting.**

Summary

Arrive 2045 is designed to help the BMMPO and local jurisdictions meet current and future transportation needs and to gauge the success of these efforts with established performance measures. Arrive 2045 will guide the development of multimodal transportation systems throughout the Bismarck-Mandan metropolitan area for the next 5 years. It will be used to prioritize federal transportation spending throughout this period, and as such, it is vitally important that the plan reflect the choices and needs of the Bismarck-Mandan metropolitan area's residents, workers, and visitors. Since transportation has a broad impact on society, long-range transportation planning must consider concerns, such as impact upon the environment, land use, and economic development, in addition to traditional transportation-related issues, such as mobility and safety.

Plan Development Process

Development of Arrive 2045 includes the following key processes:

- Identify the baseline and future conditions based on historic growth and development, analyze the region's transportation system, and evaluate existing issues and needs.
- Create a transportation vision, goals, and objectives to guide the development.
- Establish a fiscal constraint.
- Evaluate options and alternatives that will address the region's transportation issues and needs and help meet the overall transportation vision for Bismarck-Mandan.
- Prioritize projects based on need, fiscal constraint and timeline for implementation.
- Plan review and approval by the Bismarck-Mandan MPO's Policy Board.

Public Engagement

The development of Arrive 2045 was conducted with a pro-active public involvement process. BMMPO staff also worked cooperatively with decision-makers of its member jurisdictions, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the North Dakota Department of Transportation (NDDOT), and the public to execute a continuous, cooperative, and comprehensive planning process and develop the highest quality public investment plan for our region.

A steering committee was established to provide technical direction and guidance of the Metropolitan Transportation Plan (MTP) development. Representation on the committee included:

- City of Bismarck
- City of Mandan
- City of Lincoln
- Burleigh County
- Morton County
- Bismarck International Airport
- Bismarck Public Schools
- Bismarck Police Department
- Bismarck Rural Fire Department
- North Dakota Department of Transportation

Three rounds of public input meetings were held at strategic phases of the MTP development process. Each phase of meetings was structured to ensure inputs from the public to support the key elements of the Arrive 2045 MTP. Additional tools such as a project web page, social media and more traditional marketing efforts were executed to engage the public and key stakeholders.

Vision, Goals, Objectives & Performance Measures

The future of the transportation system in the Bismarck-Mandan metropolitan area will be driven by the vision, goals, objectives, and performance measures developed for Arrive 2045. The goals developed for Arrive 2045 reflect guidance from MAP-21 planning factors, MAP-21 and FAST Act National Performance Goals, the NDDOT statewide transportation plan, and input from project stakeholders and community outreach.

Constrained & Prioritized Plan

Development of the project list for Arrive 2045 is based on an established fiscal constraint agreed to between the Bismarck-Mandan MPO and NDDOT. All projects were prioritized through a process which balanced technical analysis, public input, project needs and feasibility. These elements were used to determine which projects would be selected for the constrained funding plan and in what period the project(s) would be proposed (short, mid, or long-range).

Projects are assigned a period based on their relative need. So, even if a project could be funded in a later phase, it is kept in the phase at which it is needed and not assigned funding. This allows for a better representation of unmet funding needs.

Requested Action:

The Bismarck-Mandan MPO requests a motion and approval of Arrive 2045, the 2020-2045 Metropolitan Transportation Plan, by Resolution of Adoption.



Bismarck-Mandan **Metropolitan Transportation Plan**

Executive Summary
January 2020



SUMMARY

Arrive 2045 is the long-range transportation plan (LRTP), now known as the metropolitan transportation plan (MTP), for the Bismarck-Mandan Metropolitan Planning Organization (BMMPO) area, which includes the City of Bismarck, the City of Mandan, City of Lincoln, Burleigh County, and Morton County. Arrive 2045 is designed to help realize BMMPO's adopted outcomes to meet current and future transportation needs and to gauge the success of these efforts with established performance measures. Arrive 2045 will guide the development of multimodal transportation systems throughout the Bismarck-Mandan metropolitan area for the next 25 years. It will be used to prioritize most of transportation spending throughout this period, and as such, it is vitally important that the plan reflect the choices and desires of the Bismarck-Mandan metropolitan area's residents, workers, and visitors. Since transportation has a broad impact on society, long-range transportation planning must consider concerns, such as impact upon the environment, land use, and economic development, in addition to traditional transportation-related issues, such as mobility and safety.

In accordance with Federal law, metropolitan transportation plans are updated every five years to accommodate the changing needs of the area and to reflect changes in the socio-economic composition of the area, as well as changes in local transportation policy. The last MTP for the Bismarck-Mandan metropolitan area was adopted in 2015. While 2045 extends beyond what can be accurately predicted, a long-range plan's value lies in comprehensively assessing the region's current transportation system and charting a course of action for coming years. It presents an opportunity to step back and take a big-picture look at current conditions, challenges, and possible solutions. Arrive 2045 creates a vision that assists in guiding future decisions toward the goal of a safe and efficient transportation system to meet the area's current and future needs.

Arrive 2045 must also consider all modes of transportation; streets and highways, transit, bicycle and pedestrian, air, rail and water, as well as freight movement within and through the Bismarck-Mandan metropolitan area. The Plan must be maintained so local jurisdictions can receive Federal funding for transportation improvements within the Bismarck-Mandan metropolitan area.

Arrive 2045 must present a reasonable expectation of revenue to fund the improvements identified to meet the transportation needs of the Bismarck-Mandan metropolitan area now and in the future. It must be a fiscally-constrained document. Fiscally-constrained, simply stated, is that the expense of accomplishing the projects identified in the Plan does not exceed what the Bismarck-Mandan metropolitan area can reasonably expect to receive in revenues.

FEDERAL REQUIREMENTS

Arrive 2045 is an integral part of the BMMPO's "continuing, cooperative, and comprehensive" planning process as stipulated by Federal law. This process was established by the Federal government with the intent of fostering better management, operation, and development of the surface transportation system. This Plan is also compliant with the national goals set forth in Fixing America's Surface Transportation (FAST) Act, the current Federal transportation program. Arrive 2045 adheres to all requirements stipulated in the FAST Act.

PLAN DEVELOPMENT PROCESS

The planning process for the development of Arrive 2045 consisted of six phases:

- » Identify the baseline and future conditions which assessed historic growth and development, analyzed the region's transportation system, and evaluated existing issues and needs.
- » Create a transportation vision, goals, and objectives to guide the development.
- » Establish a fiscal constraint.
- » Evaluate options and alternatives that will address the region's transportation issues and needs and help meet the overall transportation vision for Bismarck-Mandan.
- » Prioritize projects based on the fiscal constraint and time line for implementation.
- » Plan review and approval by the Bismarck-Mandan MPO's Policy Board.

The six phases were part of the overall process, as shown on the next page.

THE PROCESS



PUBLIC ENGAGEMENT

The development of Arrive 2045 was conducted with a proactive public involvement process. BMMPO staff also worked cooperatively with decision-makers of its member jurisdictions, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the North Dakota Department of Transportation (NDDOT), and the public to execute a continuous, cooperative, and comprehensive planning process and develop the highest quality public investment plans for our changing society.

STEERING COMMITTEE

A steering committee was established to provide technical direction and guidance of the Metropolitan Transportation Plan (MTP) development. Representation on the committee included:

- » City of Bismarck
- » City of Mandan
- » City of Lincoln
- » Burleigh County
- » Morton County
- » Bismarck International Airport
- » Bismarck Public Schools
- » Bismarck Police Department
- » Bismarck Rural Fire Department
- » North Dakota Department of Transportation

There were ten Steering Committee meetings held throughout the development of the MTP.

INFORMATION AND MARKETING

Project Website

Arrive2045.com was the website established for the MTP to serve as the primary warehouse for all project documents and information as well as a forum to submit public comment. The website included:

- » A home page with the most recent project updates and links for new information and to provide comment.
- » An about page with a general overview, a frequently asked questions section, the schedule, and project partners.
- » A documents page with all documents and newsletters produced during the MTP.
- » A contact page with an email submission form and other relevant contact information.

Social Media

Facebook was used to keep the community engaged throughout the MTP development. Facebook posts were published as appropriate throughout the process, with key stakeholders sharing the posts as they were able.

Throughout the study process, there were more than 25 Facebook posts that were viewed by more than 900 different users.

PUBLIC INPUT MEETINGS

PIM #1: Arrive 2045 Futures Summit

On October 9th and 10th, 2018, the Bismarck-Mandan MPO held the first round of public engagement for the Bismarck – Mandan Metropolitan Transportation Plan (MTP). These were advertised as the Arrive 2045 Futures Summit meetings. The first round included three meetings located across the MPO Planning area. At each meeting there was a brief presentation on the issues identified through the technical analysis; small group prioritization exercise for goals, performance areas, and emerging issues; and a table top exercise to identify future transportation improvements to the transportation network.

PIM#2: Options & Alternatives

A second round of public input was deployed at the midway point of developing Arrive 2045. The second round of public input meetings was structured to provide the public and key stakeholder an opportunity to provide input on the universe of projects which had been developed and evaluated.

Meeting participants were provided with a list and map of identified projects being contemplated for inclusion in Arrive 2045. Each project was identified with a relative technical score that had been previously identified by the project Study Committee. Participants were asked to provide a ranking of their top three projects; and then to provide a general listing of the seven other projects they felt were high priority needs for Arrive 2045.

A total of three input meetings were held the week of July 9, 2019. Each meeting was opened with a short background presentation the Arrive 2045 and provided content and guidance to participants on what input was needed from them at this point in the planning process.

PIM #3: Draft Plan Review

The third public input meeting was held after the draft plan of Arrive 2045 was compiled. This meeting was an open house format for people to review the key findings, constrained projects, and the project phasing. A total of three input meetings were held the week of January 22nd, 2020.

VISION, GOALS, OBJECTIVES & PERFORMANCE MEASURES

TRANSPORTATION VISION

The future of the transportation system in the Bismarck-Mandan metropolitan area will be driven by the vision, goals, objectives, and performance measures developed for Arrive 2045. The vision for Arrive 2045 has been developed as follows:

Arrive 2045 is focused on **preserving** the transportation infrastructure of the Bismarck-Mandan MPO Area. The development of new **funding strategies** will be critical. Future investments in system preservation must be balanced against thoughtful implementation of **new infrastructure** which serve to **expand transportation capacity**. Arrive 2045 establishes a set of **regional priorities** to **balance public expectations** for improved **regional mobility**. Arrive 2045 recognizes the future contains many opportunities to channel **technology** to influence transportation mobility.

ARRIVE 2045 GOALS, OBJECTIVES & PERFORMANCE MEASURES

The goals developed for Arrive 2045 reflect guidance from MAP-21 planning factors, MAP-21 and FAST Act National Performance Goals, the NDDOT statewide transportation plan, and input from project stakeholders and community outreach. The figure below depicts how the performance measure areas are set as part of MAP-21 and the FAST Act and the requirements for which measures and targets are to be set for NDDOT’s Statewide Transportation Plan and the MPO’s MTP – Arrive 2045.

Again, the graphic is inclusive of the required performance measure areas. Additional performance measures and desired target trendlines have been set by the MPO as part of Arrive 2045 that pertain specifically to the MPO’s system.

Federal Performance Measure Categories	REQUIRED FOR NDDOT STATEWIDE TRANSPORTATION PLAN	REQUIRED FOR MPO MTP – ARRIVE 2045	ARRIVE 2045 ADDITIONAL LOCAL PERFORMANCE MEASURES
PAVEMENT CONDITION ⁽¹⁾	→ ✓	→ ✓	→ ✓
PERFORMANCE ⁽¹⁾	→ ✓	→ ✓	→ ✓
BRIDGE CONDITION ⁽²⁾	→ ✓	→ ✓	→ ✓
SAFETY – FATALITIES & SERIOUS INJURY ⁽³⁾	→ ✓	→ ✓	→ ✓
TRAFFIC CONGESTION ⁽⁵⁾	→ ✓	→ OPTIONAL	→ ✓
ON-ROAD MOBILE SOURCE EMISSIONS ⁽⁵⁾	→ ✓	→ OPTIONAL	→ NOT INCLUDED
FREIGHT MOVEMENT ⁽⁴⁾	→ ✓	→ ✓	→ NOT INCLUDED

Roadways “Required” for the Federal Performance Categories:

(1) Required for Interstate and Non-Interstate NHS Roadways; (2) Required for all NHS Roadways; (3) Required for all Public Roadways; (4) Required for Interstate System Roadways; (5) Required Roadways Not Specified



ARRIVE 2045 GOAL I:

SAFETY & SECURITY

Goal 1 incorporates the following goals, performance measures, and planning factors:

- » National Performance Goal for safety
- » National Performance Measure for Safety - Fatalities and Serious Injuries
- » MAP-21 Planning Factors to increase the safety of the transportation system for motorized and non-motorized users and to increase the security of the transportation system for motorized and non-motorized users.

All transportation improvements should be developed with safety of the traveling public in mind. Safety should be considered when developing transportation projects for all modes of motorized and non-motorized transportation. These improvements should consider reducing both the severity and overall number of crashes.

Security of the transportation system includes ensuring users of the transportation system are protected from natural or human disaster (ie flooding, acts of terrorism). Security measures for transportation system users are often considered for public transit riders and non-motorized users of the trail systems. Security of our transportation system also considers the mobility of our emergency service vehicles.

PERFORMANCE MEASURES

Existing Metrics and Targets:

STATE SYSTEM FEDERAL REQUIREMENTS

Safety Performance Measure	NDDOT 5-Year Average (2013 - 2017)	2019 NDDOT 5-Year Average Target
Number of Motorized Fatalities	120.0	108.3
^a Rate of Fatalities per 100 million VMT	1.2	1.106
Number of Motorized Serious Injuries	458.6	413.9
^a Rate of Serious Injuries per 100 million VMT	4.59	4.23
Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	36.2	33.4

^a The MPO will adapt current NDDOT targets for rate calculated goals

LOCAL MPO SYSTEM OPTIONAL REQUIREMENTS

Safety Performance Measure	MPO 5-Year Average (2013 - 2017)
Number of Motorized Fatalities	4.6
Rate of Fatalities per 100 million VMT	0.642
Number of Motorized Serious Injuries	33.6
Rate of Serious Injuries per 100 million VMT	4.687
Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	5.2

**Desired Target:
Reduction in crashes**



HOW WILL WE ACHIEVE THE GOAL?

Objectives:

- » **1A:** Reduce the incidence of all motor vehicle and non-motor vehicle (pedestrian and cyclist) crashes, with an emphasis on serious injury and fatal crashes. This may include implementing improvements that are both proven Crash Reduction Measures at locations with an existing crash history or at locations without an existing crash history as a proactive improvement (SMO)
- » **1B:** Provide a safe and secure environment for transit system riders (PBO)

- » **1C:** Enhance transportation security and reliability by developing strategies to address critical transportation assets identified that will facilitate the rapid movement of first responders and support incident management during times of emergency (SMO)
- » **1D:** Support North Dakota's State Highway Safety Plan (SHSP) "Vision Zero" as a goal to move toward zero fatal resultant crashes (PBO)

SMO: Scoring Metric Objective | PBO: Policy Based Objective



ARRIVE 2045 GOAL 2:

INFRASTRUCTURE CONDITION

Goal 2 incorporates the following goals, performance measures, and planning factors:

- » National Performance Goals for the infrastructure condition of pavements and bridges.
- » National Performance Measure Categories of bridge condition and pavement condition
- » MAP-21 Planning Factors to emphasize the preservation of the existing transportation system and to promote efficient system management and operations.

As our transportation system ages, maintenance of our existing system is continuously needed to ensure that the condition of our pavements, bridges, bicycle and pedestrian facilities, transit facilities, and any other components of our existing transportation system are maintained and repaired to serve our traveling public. The challenges with maintaining our existing transportation system typically revolve around funding. The cost of transportation maintenance is continuously rising and there is often a competition between maintenance and operations costs of our existing system versus new facilities.

PERFORMANCE MEASURES

Existing Metrics and Targets:

STATE SYSTEM FEDERAL REQUIREMENTS

Pavement Conditions Measures and Targets

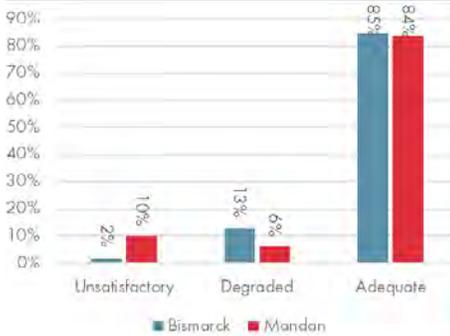
NDDOT Conditions Performance Measure	Existing Condition	Target Condition
Interstate Good	80.2%	75.6%
Interstate Poor	0.1%	3%
Non-Interstate Good	62.8%	58.3%
Non-Interstate Poor	0.3%	3%

Bridge Conditions Measures

Conditions Performance Measure	Structures Good	Structures Poor
Target Condition (NDDOT)	60%	4%
Existing Condition (NDDOT)	64.44%	3.67%

LOCAL MPO SYSTEM OPTIONAL REQUIREMENTS

Pavement Conditions Measures



Desired Target:
Decrease Percent of Unsatisfactory/Degraded Pavement

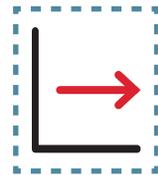


Bridge Conditions Measures

Structures Good:
77.8%

Structures Poor:
5.6%

Desired Target:
Maintain Bridges



HOW WILL WE ACHIEVE THE GOAL?

Objectives:

- » **2A:** Maintain pavement quality and bridges at acceptable levels (SMO)
- » **2B:** Maintain street signage and visibility (SMO)
- » **2C:** Maintain the current bicycle & pedestrian system (SMO)
- » **2D:** Maintain transit fleet, equipment, and facilities in a state of

SMO: Scoring Metric Objective | PBO: Policy Based Objective

- good repair as identified within the Transit Development Plan (TDP) (SMO)
- » **2E:** Maintain traffic signals, lighting, and other transportation ITS assets at acceptable levels (SMO)
- » **2F:** All MPO participating jurisdictions should cost participate in the data collection of pavement system condition on a 5-year cycle (PBO)



ARRIVE 2045 GOAL 3:

CONGESTION REDUCTION

Goal 3 incorporates the following goals, performance measures, and planning factors:

- » National Performance Goals for congestion reduction and system reliability
- » National Performance Measure Categories of traffic congestion and freight movement.
- » MAP-21 Planning Factor to enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

Mobility and connectivity of the transportation system allows users to move from one place to another in a direct route with reduced travel times and reduced delays. Connectivity allows people to make decisions based on traffic conditions, access, and desired trip destinations. Connectivity is not only about a direct route from an origin to a destination, it should also allow users to choose multiple transportation modes and to interchange between the modes in a safe and efficient manner.

PERFORMANCE MEASURES

Existing Metrics and Targets:

LOCAL MPO SYSTEM OPTIONAL REQUIREMENTS

Vehicle Miles Traveled (VMT) Per Capita

County	Population ^a	2017 Annual VMT ^b	Resultant Annual VMT per Capita ^c
Burleigh	95,273	739,236,000	7,800
Morton	31,095	446,409,000	14,500

^a Data Source: American Community Survey (ACS) 2018 Population Estimates

^b Data Source: 2017 NDDOT Annual Traffic Report per County

^c Rounded to the nearest 500 miles

Desired Target:
Reduction of VMT per Capita



Vehicle Hours Traveled (VHT) Per Capita

MPO Population ^c	VHT ^d	VHT per Capita
100,306	47,100	0.47 hours 28.2 minutes

^c Data Source: Bismarck Mandan MPO Monitoring Report - US Census, 2010

^d Data Source: 2015 Travel Demand Model

Desired Target:
Reduction of VHT per Capita

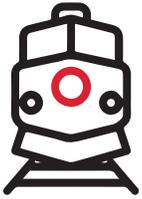


HOW WILL WE ACHIEVE THE GOAL?

Objectives:

- » **3A:** Implement projects and programs that will reduce travel delays on corridors that have an existing or proposed Level of Service (LOS) D or worse, to a LOS C or better after the improvement is made (SMO)
- » **3B:** Provide and maintain corridors functionally classified as minor arterials and above that facilitate longer-distance travel within the region (SMO)
- » **3C:** Improve the continuity of the multimodal systems for pedestrians, cyclists, or transit riders; through improved network connections and reduction of system gaps (SMO)
- » **3D:** Support future development that would result in reduced motor vehicle trips (PBO)

SMO: Scoring Metric Objective | PBO: Policy Based Objective



ARRIVE 2045 GOAL 4:

SYSTEM RELIABILITY FOR FREIGHT MOVEMENT AND ECONOMIC VITALITY

Goal 4 incorporates the following goals, performance measures, and planning factors:

- » National Performance Goals for system reliability and freight movement and economic vitality.
- » National Performance Measure Category of Freight Movement
- » MAP-21 Planning Factors to support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency; enhance the integration and connectivity of the transportation system, across and between modes, for people and freight; and increase accessibility and mobility of people and freight.

A transportation system that provides good access for all modes of transportation can promote future development and employment opportunities which will in return stimulate the region’s local economy.

A well connected and efficient transportation system that facilitates the movement of goods between freight modes and facilitates the movement of goods and freight to commercial and industrial centers can lower the cost of doing business. This can both support existing business and attract new business to support and enhance the local economy.

PERFORMANCE MEASURES

Existing Metrics and Targets:

STATE SYSTEM FEDERAL REQUIREMENTS

System Performance for the Interstate and Non-Interstate NHS

Conditions Performance Measure	Travel Time Reliability Non-Interstate National Highway System (NHS)	Travel Time Reliability Interstate	Freight Reliability Index
Target Condition	85%	85%	3.0
Existing Condition (NDDOT - 2017)	91.6%	99.4%	1.15

LOCAL MPO SYSTEM OPTIONAL REQUIREMENTS

There is not an MPO desired performance measure or target for this goal.

HOW WILL WE ACHIEVE THE GOAL?

Objectives:

- » **4A:** Enhance the efficient and safe movement of freight and goods including investments in congestion reduction and safety improvements on the critical urban freight corridors and other designated freight corridors (SMO)
- » **4B:** Support transportation investments as identified in the most recent Bismarck-Mandan MPO Regional Freight Study (PBO)
- » **4C:** Promote transportation investments that enhance the local economy (PBO)



ARRIVE 2045 GOAL 5:

ALTERNATIVE TRANSPORTATION MODES TO AUTOMOBILE TRAVEL

Goal 5 incorporates the following goals, performance measures, and planning factors:

- » National Performance Goals for congestion reduction, system reliability and environmental sustainability.
- » National Performance Measure Categories of traffic congestion and on-road mobile source emissions.
- » MAP-21 Planning Factors to increase accessibility and mobility of people and freight; protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic

development patterns; and enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

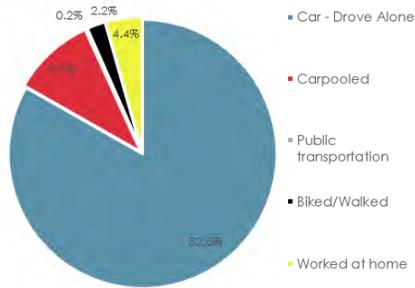
More people are choosing to use alternate modes of transportation to live a healthier lifestyle, reduce their environmental footprint, or spend less money out of their budget on transportation costs. Also, due to various social justice issues, certain portions of the population also are dependent on public transportation or non-motorized transportation. Regardless of the reason, it is important to provide a well-balanced transportation system that supports modes other than a single occupancy motor vehicle. This includes supporting alternative modes of transportation for users of all ages and all abilities.

PERFORMANCE MEASURES

Existing Metrics and Targets:

LOCAL MPO SYSTEM OPTIONAL REQUIREMENTS

Mode Share

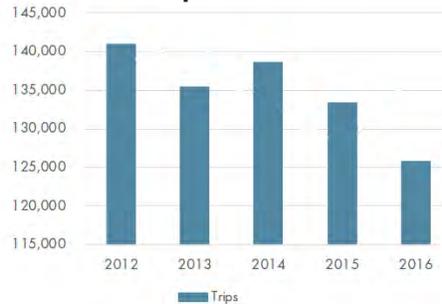


Desired Target:

Decrease single vehicle use

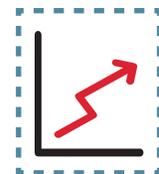


CAT Ridership



Desired Target:

Increase fixed route transit ridership



Miles of Facilities

Facility Type	Miles	
	Bismarck	Mandan
Multi-use Trails	52 miles	18 miles
Bicycle Lanes	4 miles	0 miles
Shared-Use Routes	5 miles	0 miles

Desired Target:

Increase miles of bicycle facilities



HOW WILL WE ACHIEVE THE GOAL?

Objectives:

- » **5A:** Consider coordination with transit agencies to improve transit route efficiency, system productivity, and community awareness by implementing transportation investments that support the transit system (PBO)
- » **5B:** Improve transit and rideshare opportunities for travelers commuting into Bismarck-Mandan from outside the urban area (PBO)
- » **5C:** Improve bicycle and pedestrian system accessibility and connectivity opportunities while maintaining safety by implementing transportation investments identified in the most recent Bismarck-Mandan MPO Bicycle and Pedestrian Plan (SMO)
- » **5D:** Improve the awareness and safety of bicycling, and educate both bicyclists and motorists on rules and responsibilities (PBO)

SMO: Scoring Metric Objective | PBO: Policy Based Objective



ARRIVE 2045 GOAL 6:

ENVIRONMENTAL SUSTAINABILITY

Goal 6 incorporates the following goals, performance measures, and planning factors:

- » National Performance Goal for environmental sustainability.
- » National Performance Measure Category for on-road mobile source emissions.
- » MAP-21 Planning Factor to promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

Air quality is affected by mobile source emissions resulting from vehicle miles traveled (VMT). Air quality impacts can be reduced through roadway improvements that reduce VMT or provide for transportation modes other than single occupancy vehicles. New and expanded transportation facilities can also negatively impact the environment such as impacting wetlands, historical and cultural resources, existing neighborhoods or properties, and many other potential environmental impacts.

PERFORMANCE MEASURES

Existing Metrics and Targets:

LOCAL MPO SYSTEM OPTIONAL REQUIREMENTS

The performance measures and targets for reduction in VMT/Capita and VHT/Capita as identified in Goal 3 Congestion Reduction, will also support environmental sustainability through reduced on-road mobile source emissions. Please see Goal 3 Congestion Reduction for the performance measures, current system performance, and targets.

HOW WILL WE ACHIEVE THE GOAL?

Objectives:

- » **6A:** Minimize the transportation system's impacts on the natural and built environment (PBO)
- » **6B:** Ensure that projects located within Environmental Justice (EJ) areas have no negative impacts or have identified mitigation measures (PBO)
- » **6C:** Promote transportation investments that support infill, mixed use development patterns (PBO)
- » **6D:** Provide transportation infrastructure design guidance that fits within the context of the built environment (PBO)
- » **6E:** Plan for and address multimodal transportation system impacts/sufficiency when planning new developments (PBO)



ARRIVE 2045 GOAL 7:

REDUCED PROJECT DELIVERY

Goal 7 incorporates the following goals, performance measures, and planning factors:

- » National Performance Goals for reduced project delivery delay.
- » MAP-21 Planning Factors to support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency; promote efficient system management and operation; and emphasize the preservation of the existing transportation system.

A well developed MTP will consider fiscal constraint and develop, prioritize, and program projects to ensure they are within the means of each jurisdiction’s transportation budget. This first includes consideration of maintenance and operation costs of the existing transportation system.

Secondly, lower cost alternatives should be considered to improve the performance of the transportation system before more expensive projects such as extending and widening the system are considered.

PERFORMANCE MEASURES

Existing Metrics and Targets:

LOCAL MPO SYSTEM OPTIONAL REQUIREMENTS

There is currently no data available for this performance measure. The MPO, when able, will commit to collecting these data following the completion of this plan. Baseline data will be available in 2020.

Possible Performance Measures:

- » Track the number of projects that are delivered on time (as scheduled).

Possible Desired Target:

Reduction of the number of delayed projects



HOW WILL WE ACHIEVE THE GOAL?

Objectives:

- » **7A:** Identify Non-Federal funding opportunities (public or private) to support transportation needs to fund entire projects or greater than the required Federal project match (PBO)
- » **7B:** Leverage the existing transportation system by emphasizing low-cost, high impact solutions that may include incremental system improvements, system preservation, and technology applications to achieve congestion in lieu of more expensive projects such as roadway widening (SMO)
- » **7C:** Develop policies to support consistent application of development-related improvement requirements and streamlined project development (PBO)

SMO: Scoring Metric Objective | PBO: Policy Based Objective

EXISTING SYSTEM PERFORMANCE

The Existing System Performance analysis evaluated the current conditions for all modes of transportation and was used to identify issues and opportunities for investment over the life of Arrive 2045.

TRAFFIC OPERATIONS

The travel demand model provides level of service for the functionally classified roadways. Areas of existing concern based on deficient LOS include many of the metro's most heavily traveled arterial roadways:

- » Washington Street
- » State Street
- » I-94
- » Divide Avenue
- » Bismarck Expressway
- » Centennial Road
- » 19th Street N
- » 7th Street
- » 3rd Street (Mandan)
- » Memorial Highway
- » Downtown Bismarck and Mandan (various streets)

ASSET MANAGEMENT

Highways, roads, and bridges are an integral part of the community. These assets keep the economy moving, connect to daily destinations, and provide access in case of an emergency. Asset management is defined as a strategic and systematic process of operating, maintaining, and improving physical assets based on engineering and economic analysis. For Arrive 2045 asset management includes pavement conditions and bridge structures.

- » Pavement Conditions
 - 75.6 percent of the Interstate in the MPO area is in good condition and 3 percent in poor condition.
 - 58.3 percent of the Non-Interstate National Highway System in the MPO area is in good condition and 3 percent in poor condition.
 - 85 percent of Bismarck's roadways have an adequate pavement condition and 2 percent in unsatisfactory condition.
 - 84 percent of Mandan's roadways have an adequate pavement condition and 10 percent in unsatisfactory condition.
- » Bridge Conditions
 - 70 percent of bridge structures in the MPO area are in good condition and just 2 percent in poor condition.

ROADWAY SAFETY

The last five years of crash data was analyzed to understand roadway safety patterns and high crash locations. During this timeframe there were 15,039 motorized vehicle and 238 non-motorized crashes. This includes 23 fatal crashes, of which six occurred at intersections, and 186 serious injury crashes.

Bismarck has 17 of 50 high crash urban locations across North Dakota. Mandan, Lincoln, Burleigh, and Morton County had none.

OTHER HIGHLIGHTS

- » Vehicle miles traveled (the sum of the length of each trip driven by every person on the transportation network) has grown faster in Burleigh County than in Morton County, likely associated with larger population growth and suburban style development.
- » Vehicle hours traveled (the sum of the travel time for each trip driven by every person on the transportation network) increased 21 percent between 2010 and 2015.
- » Passenger trips on Capital Area Transit's fixed routes have declined nearly 11 percent between 2012 and 2016 and about eight percent on the paratransit and demand response service. The Transit Development Plan was recently completed and outlined a variety of potential service improvements and funding mechanisms.
- » The Cities of Bismarck and Mandan have 516 miles of bicycle and pedestrian facilities. The 2017 Bicycle and Pedestrian Plan identified priority routes and intersections to improve walking and biking in the Bismarck-Mandan metro.

GROWTH, TRENDS, AND FORECASTS

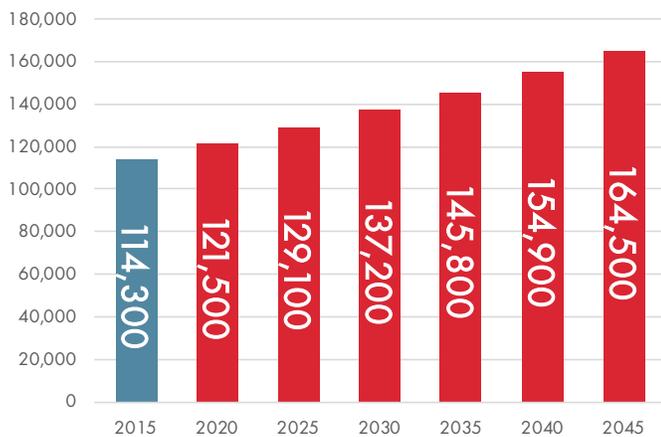
DEMOGRAPHIC TRENDS

Population, household, and employment growth in the Bismarck-Mandan metro area are directly related to the demands placed on the transportation network. As more people and jobs are located in the region, there are more commuting and freight trips. This section includes a review of the population, household, and employment forecasts developed for the Bismarck-Mandan metro area as part of the Bismarck-Mandan Model Review and Socio-Economic Update Study.

Population Growth

The Bismarck-Mandan metro area population has historically grown at a rate of 1.2 percent per year (1985 to 2015), however more recent trends have shown a more significant growth rate, around 2.4 percent per year (2010 to 2015). Recently, the 2045 socioeconomic forecasts were approved using the historic growth rate around 1.2 percent per year, on average, resulting in more than 50,000 new people by 2045, for an expected population of 164,500.

Current and Projected Population

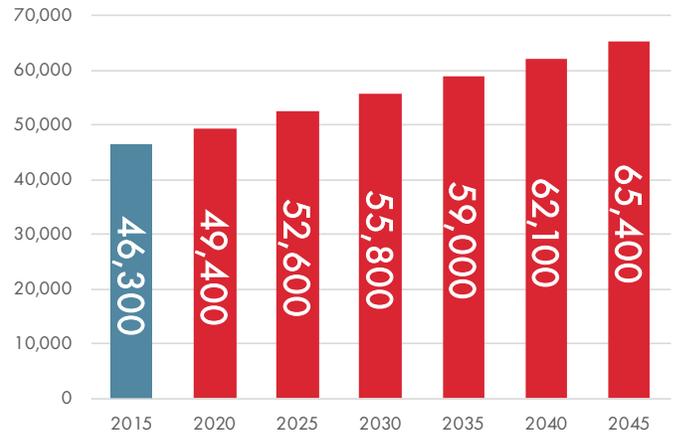


Household Growth

The population growth forecasted through 2045 is allocated to new households based on household size, which reflects a variety of factors, including age and housing type (single-family/multi-family). Household size has declined since the 1970s (3.37) to 2005 (2.39), but has recently stabilized. The demographic forecasts expects a slight increase in household size through 2045.

This results in around 65,400 total households in the Bismarck-Mandan metro area by 2045, an increase of more than 19,000 new households. This forecasts is lower (10.5 percent) than previous 25-year forecasts.

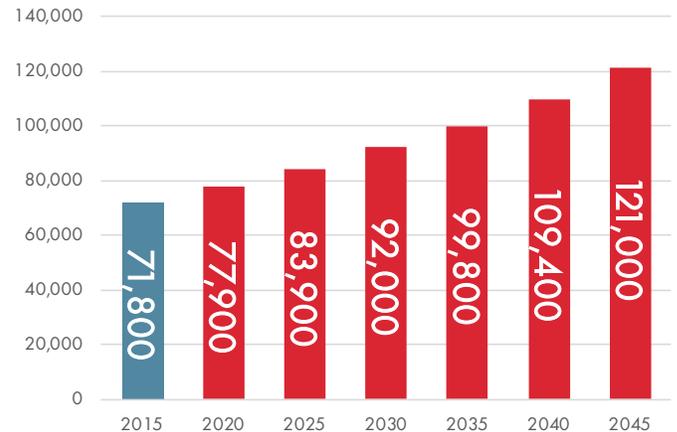
Current and Projected Households



Employment Growth

Employment growth in the Bismarck-Mandan metro area is expected to grow around 1.8 percent per year through 2045, resulting in more than 49,000 new jobs, for a total of 121,000 jobs. This forecast is slightly lower (2.6 percent) than previous 25-year forecasts, likely associated with the uncertainty surrounding energy development in western North Dakota.

Current and Projected Employment



Current and Forecasted Change in Socioeconomic Data

	2015	2020	2025	2030	2035	2040	2045	2015-2045 Percent Change
Metro Population	114,300	121,500	129,100	137,200	145,800	154,900	164,500	43.9%
Metro Households	46,300	49,400	52,600	55,800	59,000	62,100	65,400	41.3%
Metro Jobs	71,800	77,900	83,900	92,000	99,800	109,400	121,000	68.5%

FUTURE SYSTEM PERFORMANCE

The 2020 to 2045 Bismarck-Mandan Metropolitan Transportation Plan uses a year 2045 planning horizon to provide a 25-year time period after plan adoption for prioritizing regional transportation improvements. This chapter provides a performance assessment of the future transportation system.

2030 FUTURE NETWORK PERFORMANCE

By 2030, the Bismarck-Mandan metro area will add nearly 10,000 households and 20,000 jobs. Even with this anticipated growth, the network will continue to operate effectively through most of the metro, however, there are some areas of growing congestion. Vehicle hours traveled (VHT) by all vehicles on the network will increase 30.3 percent, while vehicle miles traveled (VMT) by all vehicles on the network will increase 28.5 percent. VHT growing at a faster rate than VMT indicates increasing congestion, however mild through 2030.

The 2030 LOS is shown in below. Many of the metro’s most heavily traveled arterial roadways will continue to see growing congestion, especially in the northeast.

2030 Model Outputs

	2015	2030	2015-2030 Percent Change
VHT	28,605	37,265	30.3%
VMT	1,753,850	2,253,430	28.5%
% of Links Over Capacity	1.2%	5.1%	322.3%

2045 FUTURE NETWORK PERFORMANCE

From 2030 to 2045, the Bismarck-Mandan metro area will add another 10,000 households and 29,000 jobs. This anticipated growth begins to overload the network, with many of the functionally classified roadways over capacity. VHT increases far outpace VMT increases, indicating significant congestion on the network. The percent of roadway links over capacity increases more than 10 times when compared to 2015. Many of the metro’s most heavily traveled arterial roadways will continue to see growing congestion.

2045 Model Outputs

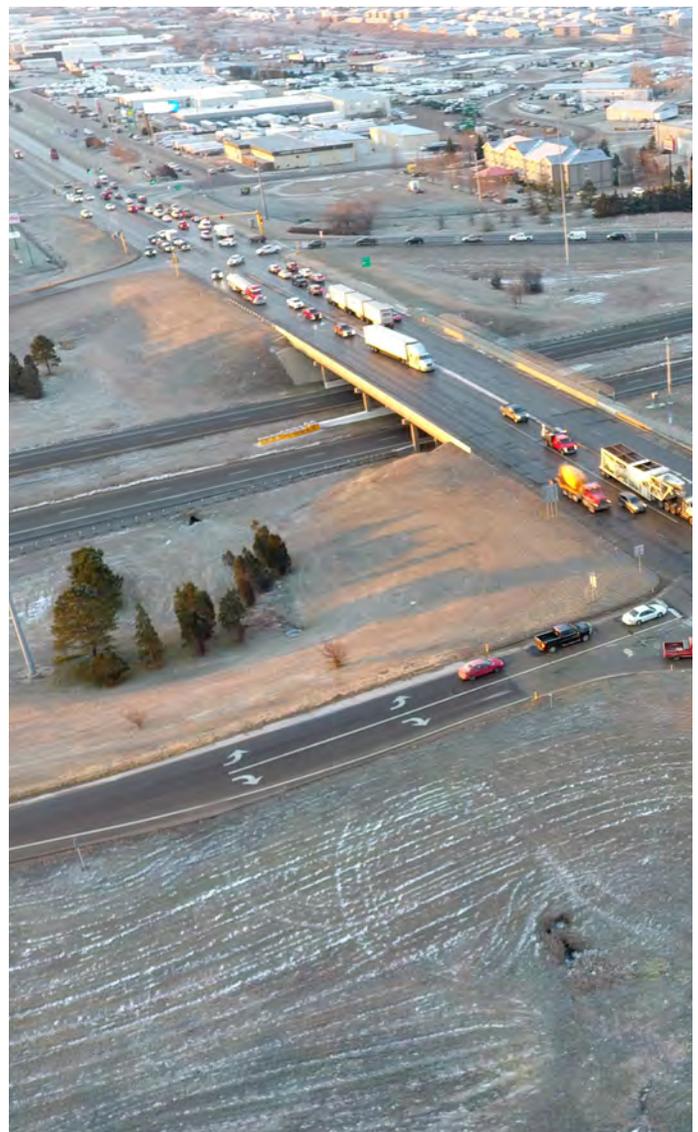
	2015	2045	2015-2045 Percent Change
VHT	28,605	55,650	94.5%
VMT	1,753,850	2,932,685	67.2%
% of Links Over Capacity	1.2%	13.6%	1,033.3%

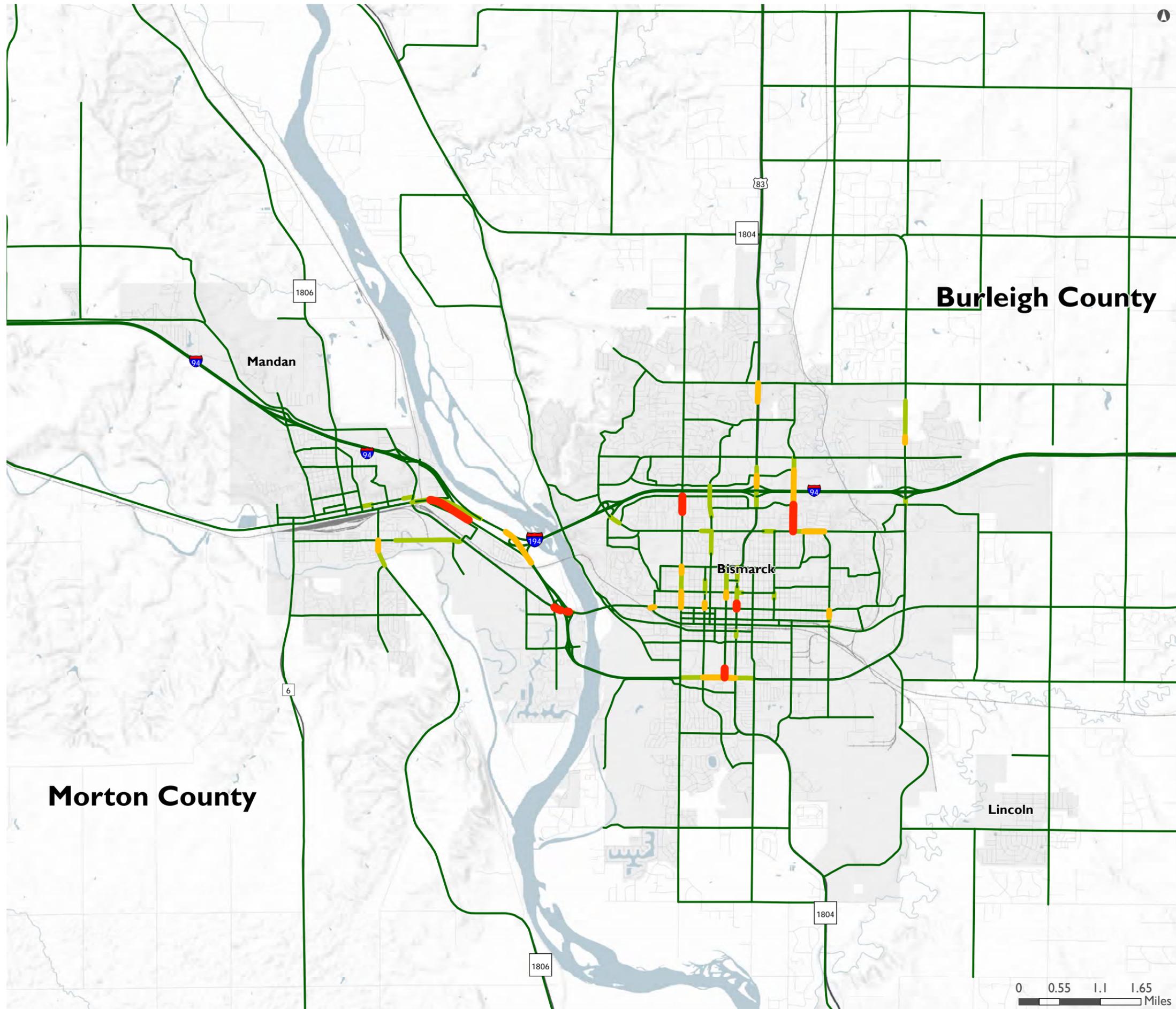
ALTERNATIVE ANALYSIS

The alternatives analysis for Arrive 2045 was a multi-phased approach to assist in the identification of projects that should be evaluated and prioritized through 2045. This process included the following analyses:

- » The Macro-Level Analysis evaluated large project concepts that would potentially address some of the most significant transportation issues, like new river crossings, interchanges, and other major connections.
- » The Interstate Analysis completed a more detailed evaluation of the I-94 and I-194 mainline and existing interchanges.
- » Smart Mobility workshop evaluated the impacts connected and autonomous vehicles and technology solutions could have on the transportation network.
- » Project Evaluation and Prioritization scored and ranked the universe of projects included in this MTP.

Growing Traffic Demands Along Centennial Road

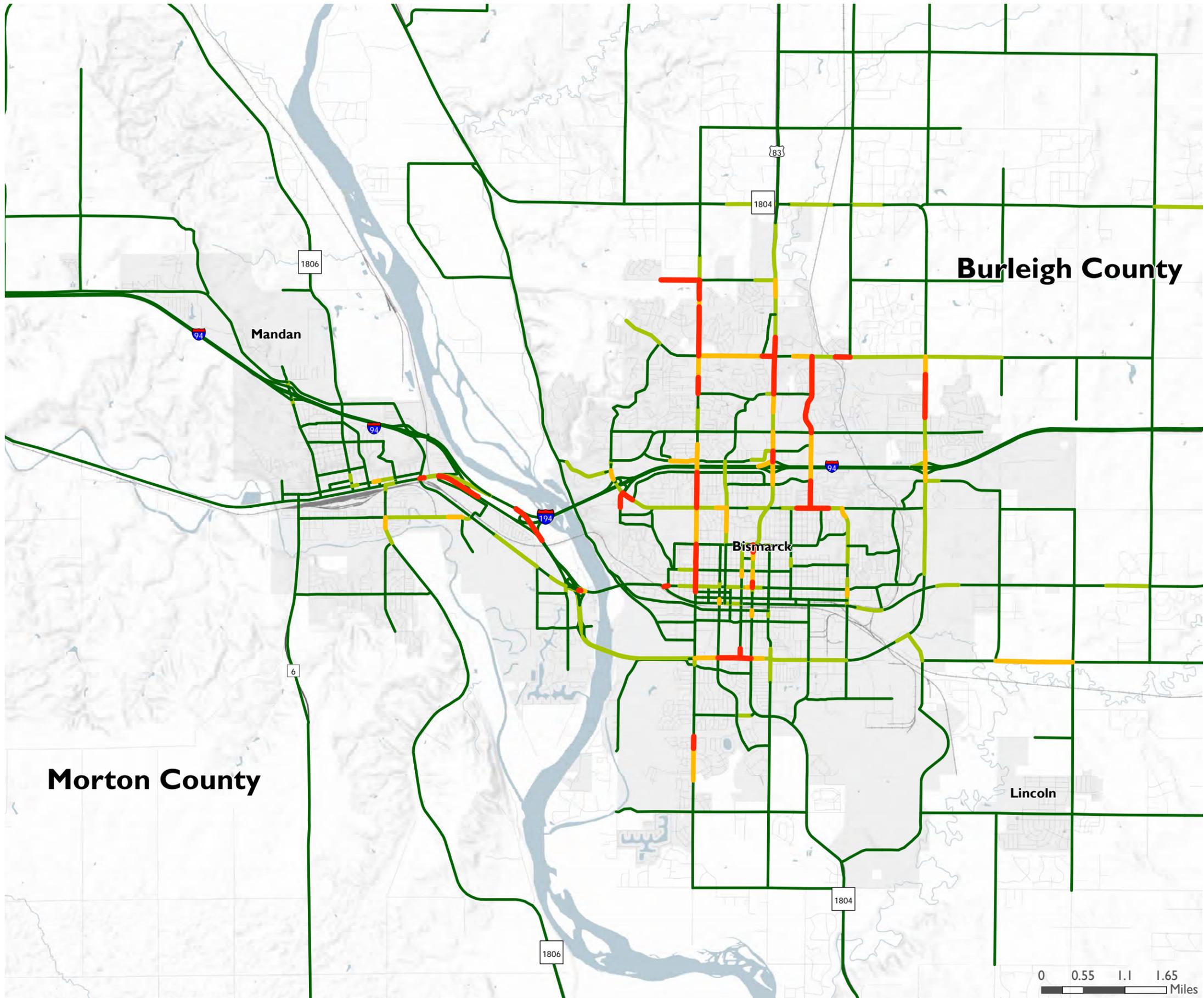




Existing and Committed Projects Only
Level of Service 2015

- Level of Service**
- █ LOS F
 - █ LOS E
 - █ LOS D
 - █ LOS A-C

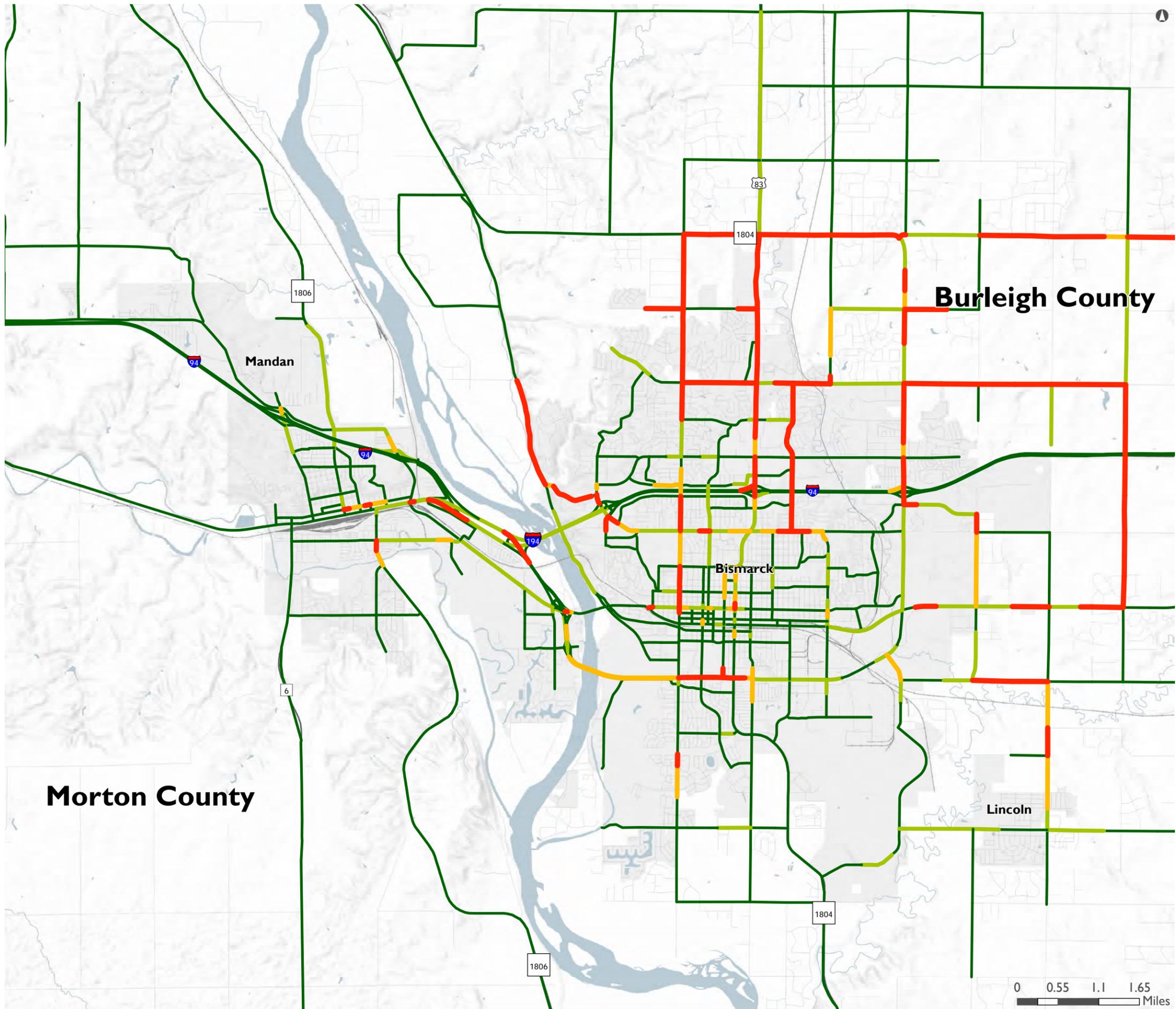




Existing and Committed Projects Only
Level of Service 2030

- LOS 2030**
- F
 - E
 - D
 - A-C





Existing and Committed Projects Only

Level of Service 2045

- LOS 2045**
- F
 - E
 - D
 - A-C



FISCALLY CONSTRAINED PLAN

DEVELOPMENT OF THE FISCAL CONSTRAINT

Development of the project list for Arrive 2045 must be based on an established fiscal constraint agreed to between the Bismarck-Mandan MPO and NDDOT. Development of a fiscal constraint can be based on a variety of scenarios and data points regarding transportation funding programs. Five potential scenarios were evaluated based on historical spending and future programmed funds from the current Transportation Improvement Programs. These trends were extrapolated to 2045 and allocated to the different funding programs, including Urban Roads, Regional Roads, Interstate, Safety, and Transportation Alternatives. The scenario selected was reduced by expected preservation and maintenance costs and operations costs to ensure the fiscal constraint is sufficient to manage the existing transportation network before expansion projects were considered. The table below shows the funding available across all project areas and across the short-term (2024-2031), mid-term (2032-2038), and long-term (2039-2045).

PRIORITIZATION OF PROJECTS

To determine which projects would be selected given limited funds and in what time period the project would be proposed, all projects were prioritized through a three-step process including

- » Technical project evaluation based on the project goals and evaluation criteria. A composite score was calculated for each project based on the goal score times the goal weight which was developed as part of the public involvement process.
- » Public involvement during the second round of public meetings where the public could select their top priorities.
- » Steering Committee review of technical needs and construction feasibility.

Year	Urban	Regional	Interstate	Safety (State)	Safety (Urban)	TA + RTP
Base Year	\$3,936,368	\$4,581,824	\$5,120,750	\$699,713	\$651,250	\$233,750
2024	\$4,172,550	\$428,524	\$3,321,051	\$741,695	\$690,325	\$247,775
2025	\$4,235,138	\$399,247	\$3,318,193	\$752,821	\$700,680	\$251,492
2026	\$4,298,666	\$366,977	\$3,313,186	\$764,113	\$711,190	\$255,264
2027	\$4,363,145	\$331,568	\$3,305,912	\$775,575	\$721,858	\$259,093
2028	\$4,428,593	\$292,866	\$3,296,250	\$787,208	\$732,686	\$262,979
2029	\$4,495,022	\$250,712	\$3,284,073	\$799,016	\$743,676	\$266,924
2030	\$4,562,447	\$204,939	\$3,269,248	\$811,002	\$754,831	\$270,928
2031	\$4,630,884	\$155,372	\$3,251,638	\$823,167	\$766,154	\$274,992
Subtotal	\$29,967,507	\$2,430,206	\$26,359,550	\$6,254,597	\$5,821,400	\$2,089,447
2032	\$4,700,347	\$1,976,831	\$3,231,098	\$835,514	\$777,646	\$279,117
2033	\$4,770,852	\$1,919,128	\$3,207,477	\$848,047	\$789,311	\$283,303
2034	\$4,842,415	\$1,857,064	\$3,087,523	\$848,047	\$789,311	\$283,303
2035	\$4,915,051	\$1,790,436	\$3,055,866	\$860,768	\$801,150	\$287,553
2036	\$4,988,777	\$1,719,029	\$2,926,125	\$860,768	\$801,150	\$287,553
2037	\$5,063,608	\$1,642,620	\$2,885,684	\$873,679	\$813,168	\$291,866
2038	\$5,139,563	\$1,560,977	\$2,745,356	\$873,679	\$813,168	\$291,866
Subtotal	\$28,298,190	\$12,466,086	\$21,139,129	\$6,000,502	\$5,584,903	\$2,004,562
2039	\$5,216,656	\$1,473,859	\$2,695,322	\$886,784	\$825,365	\$296,244
2040	\$5,294,906	\$1,381,012	\$2,640,890	\$900,086	\$837,746	\$300,688
2041	\$5,374,329	\$1,282,174	\$2,581,847	\$913,587	\$850,312	\$305,198
2042	\$5,454,944	\$1,177,072	\$2,517,971	\$927,291	\$863,066	\$309,776
2043	\$5,536,769	\$1,065,420	\$2,449,034	\$941,201	\$876,012	\$314,423
2044	\$5,619,820	\$946,920	\$2,374,794	\$955,319	\$889,153	\$319,139
2045	\$5,704,117	\$821,264	\$2,295,002	\$969,648	\$902,490	\$323,926
Subtotal	\$30,144,852	\$8,147,721	\$17,554,860	\$6,493,916	\$6,044,144	\$2,169,395
Total	\$88,410,549	\$23,044,013	\$65,053,539	\$18,749,015	\$17,450,447	\$6,263,404

FISCALLY CONSTRAINED PROJECT LIST

Projects are assigned a time period based on their relative need. So, even if a project could be funded in a later phase, it is kept in the phase at which it is needed and would be listed as “illustrative” which allows for a better representation of unmet funding needs.

Short-Range Projects

The most significant time period and project list is the short-range list, which reflects projects from which to choose for developing the next five TIPs until Arrive 2045 is updated in 2025. Projects with a yellow fill are recommended for inclusion in the constrained plan and would reflect the MPO’s prioritized list.

Based on the identification of short range projects, below reflects the financial analysis for the years 2024 to 2031 of Arrive 2045, with a summary of the revenue programs below.

- » Urban Program
 - Requires \$16M to \$19M in Bismarck sales tax to balance program.
 - All Bismarck projects are sales tax eligible; sales tax benefit to the urban system is not fully shown in MTP financial analysis.
- » Regional Program
 - Program is balanced; however, P&M revenues needed to support low cost improvements on State Street.
 - Assumes constraint of low cost improvements on State Street while high cost improvements on State Street remain illustrative.
- » Interstate Program
 - Generally balanced, includes reconstruction of Exit 161.

Mid Range Projects

Projects with a yellow fill are recommended for inclusion in the constrained plan. Unlike the short-range project lists, there is no Urban Program priority. These projects can be prioritized as necessary.

Mid-Range Financial Analysis

Based on the identification of mid-range range projects, below reflects the financial analysis for the years 2032 to 2038 of Arrive 2045, with a summary of the revenue programs below.

- » Urban Program
 - Program slightly out of balance, likely balanced with use of Bismarck Sales Tax.
- » Regional Program
 - Program is balanced; however, requires use of P&M revenue to support program.
 - Assumes constraint of low cost improvements on State Street but high cost improvements on State Street remain illustrative.

- » Interstate Program
 - Requires more capacity investment to support reconstruction of Exit 159; program still balanced.

Long-Range Projects

Projects with a yellow fill are recommended for inclusion in the constrained plan and can be prioritized as necessary.

Based on the identification of long-range range projects, below reflects the financial analysis for the years 2039 to 2045 of Arrive 2045, with a summary of the revenue programs below.

- » Urban Program
 - Program balanced.
- » Regional Program
 - Program is balanced; however, requires use of P&M revenue to support program.
 - Assumes constraint of low cost improvements on State Street while high cost improvements on State Street remain illustrative.
- » Interstate Program
 - No capacity programmed in long range (e.g. 66th Street Interchange not included in constrained MTP).

FISCALLY CONSTRAINED PROJECTS AND FUTURE NETWORK PERFORMANCE

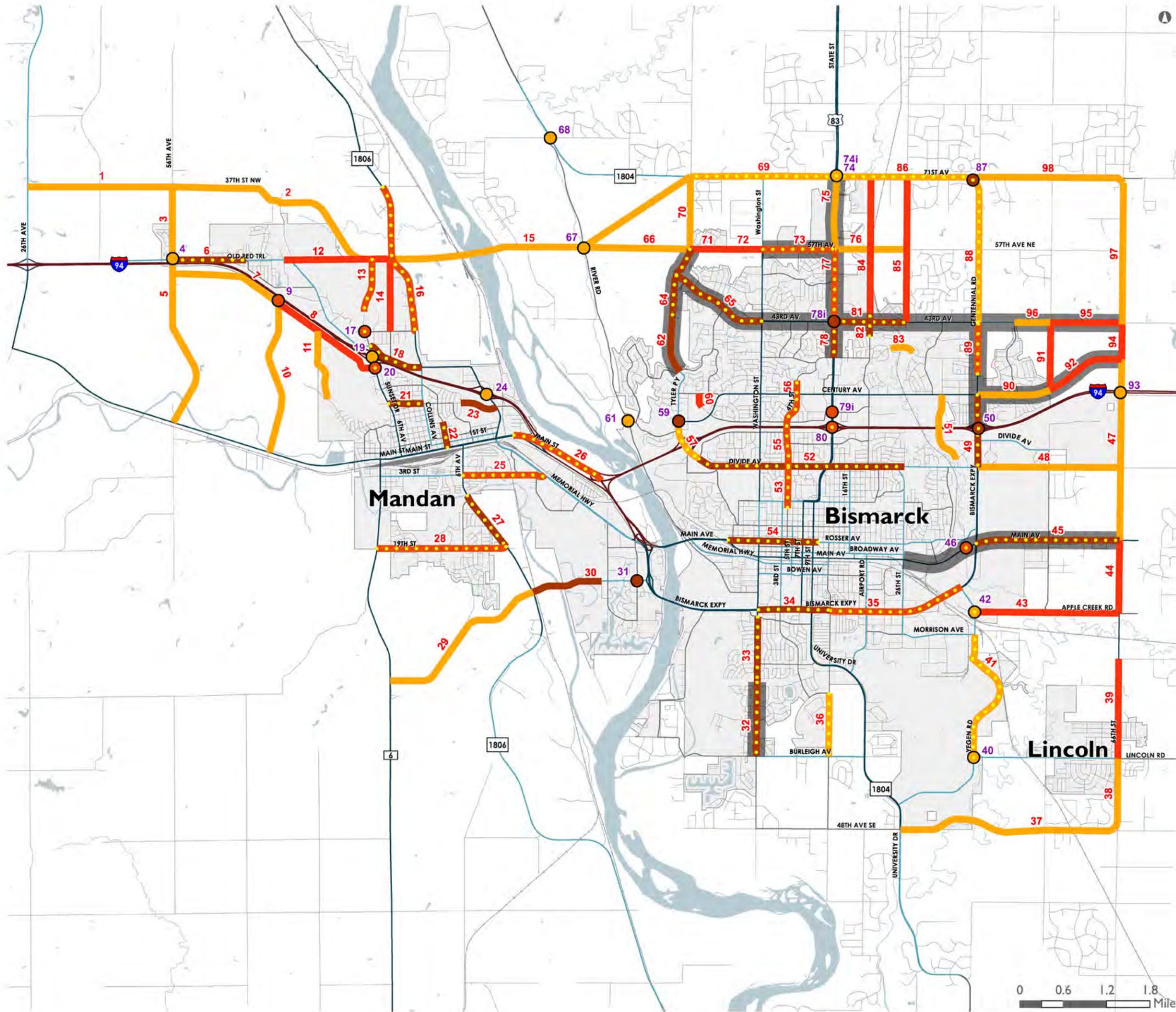
Projects that were cost constrained in the short-, mid-, and long-term were applied to the travel demand model. The prioritized and constrained projects reduce congestion, when compared to the 2030 and 2045 networks without these projects, but increase vehicle miles traveled.

2030 Fiscally Constrained Projects Model Outputs

	2015	2030	2015-2030 Percent Change
VHT	28,605	37,415	30.8%
VMT	1,753,850	2,489,035	41.9%
% of Links Over Capacity	1.2%	2.8%	133.3%

2045 Fiscally Constrained Projects Model Outputs

	2015	2045	2015-2045 Percent Change
VHT	28,605	49,235	72.1%
VMT	1,753,850	3,291,190	87.7%
% of Links Over Capacity	1.2%	7.6%	533.3%



Project Phasing

-  Short Range Projects
-  Mid Range Projects
-  Long Range Projects
-  Short Range Projects for Constrained Plan
-  Mid Range Projects for Constrained Plan
-  Long Range Projects for Constrained Plan
-  Bismarck Sales Tax Eligible Corridors



Short-Range Project List

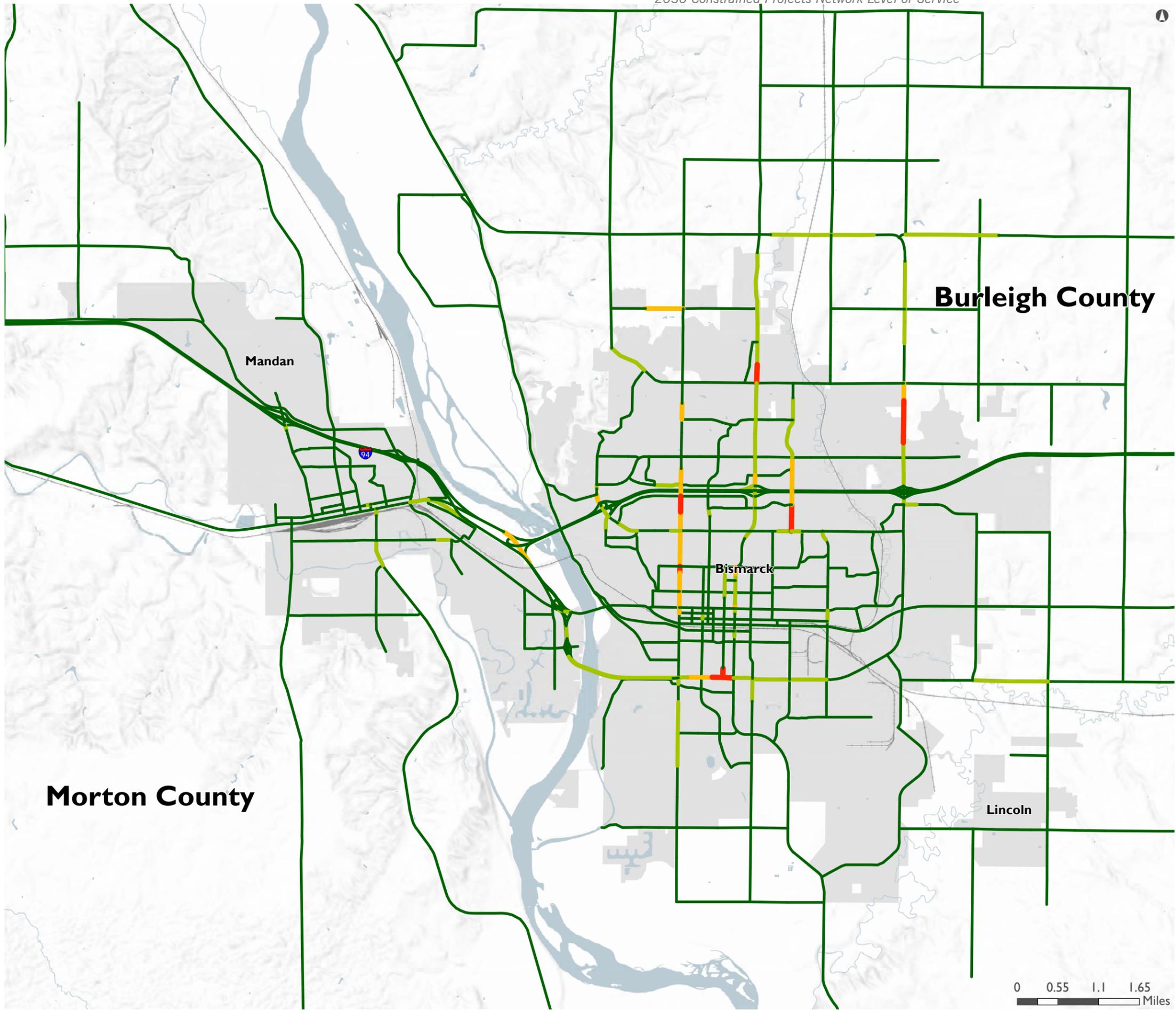
ID	Location	Termini	Termini	Description	Phase	Cost	Year of Expenditure [YOE]	Program	Urban Program Priority
6	Old Red Trail	56th Avenue	40th Avenue NW	Reconstruct as 3-lane urban section.	Short	\$8,400,000	\$9,826,812	Urban	2
18	Old Red Trail	Sunset Drive	ND 1806 / Collins Avenue	Restripe for 3-lane urban section.	Short	\$39,500	\$46,209	Safety	
21	Division Street	Sunset Drive	ND 1806 / Collins Avenue	Reconstruction.	Short	\$2,500,000	\$2,924,646	Urban	5
22	3rd Avenue NE	Main Street	5th Street	Reconstruction.	Short	\$2,500,000	\$2,924,646	Urban (P&M)	7
23	Division Street	8th Avenue E	Mandan Avenue	Construct as 2-lane urban section.	Short	\$2,880,000	\$3,369,193	Urban	
27	Highway 1806	19th Street	Heart River Bridge	Pavement preservation project, including addition of turn lanes and signals at 8th Avenue and 19th Street.	Short	\$1,750,000	\$2,047,252	Regional	
30	McKenzie Road	Highway 1806	39th Avenue E	Construct as 2-lane rural section. Include new bridge across Heart River. Add signals at McKenzie Drive/ Bismarck Expressway ramps and at McKenzie Drive/40th Avenue.	Short	\$15,650,000	\$18,308,286	Urban	
31	McKenzie Road	46th Avenue SE		Intersection capacity improvement.	Short	\$2,500,000	\$2,924,646	Urban	
32	Washington Street	Burleigh Avenue	Drainage Channel	Reconstruct as 3-lane urban arterial.	Short	\$8,720,000	\$10,201,167	Urban	3
33	Washington Street	Drainage Channel	Denver Avenue	Turn lane improvements including restripe south of Reno Avenue as 3-lane section.	Short	\$39,000	\$45,624	Safety	
34	Bismarck Expressway	Washington Street	12th Street	Safety improvements.	Short	\$5,000,000	\$5,849,293	Safety	
45	Main Avenue	Bismarck Expressway	66th Street	Widen from 2-lane to 3-lane section (including intersection improvement at 52nd Street).	Short	\$10,020,000	\$11,721,983	Urban	6
49	Bismarck Expressway / Centennial Road	Divide Avenue	Century Avenue	Widen from 5-lane to 6-lane section.	Short	\$3,960,000	\$4,632,640	Mix	
50	Bismarck Expressway / Centennial Road	I-94		Interchange reconstruction.	Short	\$25,000,000	\$29,246,464	Interstate	
52	Divide Avenue	Turnpike Avenue	26th Street	Restripe as 3-lane urban section.	Short	\$143,500	\$167,875	Safety	
54	Rosser Avenue	Main Avenue	10th Street	Restripe as 3-lane urban section.	Short	\$62,000	\$72,531	Safety	
59	Century Avenue	Tyler Parkway		Intersection capacity improvement.	Short	\$2,500,000	\$2,924,646	Urban	
62	Tyler Parkway	Valley Drive	43rd Avenue	Construct as 2-lane urban section.	Short	\$4,260,000	\$4,983,597	Urban	
64	Tyler Parkway	43rd Avenue	57th Avenue	Overlay existing roadway to 2-lane rural section.	Short	\$500,000	\$584,929	Urban	8
65	Ash Coulee Drive	Tyler Parkway	Washington Street	Widen from 2-lane to 3-lane urban section.	Short	\$5,240,000	\$6,130,059	Urban	4
78	State Street	Calgary Avenue	43rd Avenue	At grade improvements: Calgary Avenue and 43rd Avenue; widening to 6-lane urban section from Calgary Avenue through 43rd Ave intersection.	Short	\$15,185,000	\$17,764,302	Regional	
78i	State Street	43rd Avenue		Grade separation.	Short	\$30,000,000	\$35,095,757	Regional	
81	43rd Avenue	State Street	26th Street	Construct 3-lane or 5-lane urban section.	Short	\$10,000,000	\$11,698,586	Urban	1
82	19th Street	North Valley Loop/Yucca Avenue	43rd Avenue	Reconstruct as 3-lane urban section.	Short	\$1,380,000	\$1,614,405	Urban	1
87	71st Avenue	Centennial Road		Intersection capacity improvement.	Short	\$2,500,000	\$2,924,646	Safety	
TBD	State Street	Calgary Avenue	43rd Avenue	Shared use path.	Short	\$1,000,000	\$1,169,859	Regional	

Mid-Range Project List

ID	Location	Termini	Termini	Description	Phase	Cost	Year of Expenditure [YOE]	Program
8	Boundary Road	32nd Avenue	Sunset Drive	Construct as 3-lane urban section.	Mid	\$12,640,000	\$20,237,047	Urban
9	32nd Avenue	I-94		Grade separation.	Mid	\$15,000,000	\$24,015,483	Urban
12	38th Street NW	Old Red Trail	Collins Avenue / ND 1806	Construct as 2-lane urban section.	Mid	\$8,700,000	\$13,928,980	Urban
13	Sunset Drive	Middle School	38th Street	Construct as 2-lane urban section.	Mid	\$4,500,000	\$7,204,645	Urban
14	8th Avenue NW	27th Street	38th Street	Construct as 2-lane urban section.	Mid	\$6,000,000	\$9,606,193	Urban
16	ND 1806	Old Red Trail	37th Street	Intersection capacity improvement, add turn lanes at key intersections. (Assume minor intersection improvements to match new 37th St section)	Mid	\$2,711,000	\$4,340,398	Regional (P&M)
17	27th Street N / Sunset Drive Intersection	Sunset Drive		Intersection capacity improvement.	Mid	\$2,500,000	\$4,002,581	Safety
20	Boundary Road	Sunset Drive		Signalize and stripe turn lanes on all approaches.	Mid	\$350,000	\$560,361	Safety
25	3rd Street	6th Avenue / ND1806	Memorial Highway	Restripe to include turn lanes or restripe to 3-lane section with center turn lane and no parking.	Mid	\$57,000	\$91,259	Safety
26	I-94	I-194		Additional westbound lane from I-94/I-194 to Main St/Exit 155.	Mid	\$6,000,000	\$9,606,193	Interstate
28	19th Street SE	ND 6	ND1806	Reconstruct as 3-lane urban section.	Mid	\$14,400,000	\$23,054,864	Urban
35	Bismarck Expressway	12th Street	Yegen Road	Implement 3/4 access control at 5 intersections and add right turn at Airport Road.	Mid	\$500,000	\$800,516	Regional (P&M)
39	66th Street	Lincoln Road	Northgate Drive	Widen from 2-lane to 3-section.	Mid	\$5,480,000	\$8,773,657	Urban
43	Apple Creek Road	Yegen Road	66th Street	Intersection capacity improvements at all intersections.	Mid	\$5,000,000	\$8,005,161	Urban
44	66th Street	Apple Creek	Highway 10/ Old Main Avenue	Widen from 2-lane to 3-section.	Mid	\$4,040,000	\$6,468,170	Urban
46	Main Avenue	Hay Creek Crossing		Structural replacement.	Mid	\$500,000	\$800,516	Regional (P&M)
53	4th Street	Boulevard Avenue	Divide Avenue	4th Street signal timing Improvements, stripe turn lanes at key intersections, potential new signal at Turnpike.	Mid	\$278,500	\$445,887	Safety
55	4th Street	Divide Avenue	Century Avenue	4th Street signal timing Improvements, stripe turn lanes at key intersections, potential new signal at Turnpike.	Mid	\$303,000	\$485,113	Safety
56	4th Street	Century Avenue	Montreal Street	4th Street signal timing Improvements, stripe turn lanes at key intersections, potential new signal at Turnpike.	Mid	\$275,000	\$440,284	Safety
60	Interstate Avenue	Country West Road	Country West Road	Construct as 2-lane urban section.	Mid	\$1,140,000	\$1,825,177	Urban
71	57th Avenue	Tyler Parkway	Crested Butte Road	Construct as 3-lane rural section.	Mid	\$3,150,000	\$5,043,251	Urban
72	57th Avenue	Crested Butte Road	Washington Street	Construct as 3-lane rural section.	Mid	\$3,710,000	\$5,939,830	Urban
73	57th Avenue	Washington Street	State Street	Construct as 3-lane rural section.	Mid	\$7,000,000	\$11,207,226	Urban
77	State Street	43rd Avenue	57th Avenue	Widen to 6-lanes from N of 43rd through 57th; intersection improvement at 57th.	Mid	\$11,350,000	\$18,171,716	Regional
79i	State Street	Interstate Boulevard		Grade separation.	Mid	\$23,000,000	\$36,823,741	Regional
80	State Street	I-94		Interchange reconstruction.	Mid	\$21,000,000	\$33,621,677	Interstate
84	19th Street	Skyline Boulevard	71st Avenue	Construct as 3-lane urban section.	Mid	\$15,040,000	\$24,079,525	Urban
85	26th Street	43rd Avenue	71st Avenue	Construct as 3-lane rural section.	Mid	\$16,000,000	\$25,616,515	Urban
89	Centennial Road	Jericho Road	43rd Avenue	Widen from 3-lane to 5-lane urban section.	Mid	\$2,800,000	\$4,482,890	Urban
91	52nd Street	Century Avenue	43rd Avenue	Reconstruct as 3-lane rural section.	Mid	\$7,440,000	\$11,911,680	Urban
92	Century Avenue	52nd Street	66th Street	Construct 3-lane urban section.	Mid	\$9,040,000	\$14,473,331	Urban
94	66th Street	Century Avenue	43rd Avenue	Reconstruct as 3-lane urban section.	Mid	\$4,190,000	\$6,708,325	Urban
95	43rd Avenue	52nd Street	66th Street	Widen from 2-lane to 3-lane or 5-lane urban section.	Mid	\$8,000,000	\$12,808,258	Urban

Long-Range Project List

ID	Location	Termini	Termini	Description	Phase	Cost	Year of Expenditure [YOE]	Program
1	37th Street NW	ND 25	56th Avenue	Construct 2-lane urban section.	Long	\$12,060,000	\$24,431,347	
2	37th Street NW	56th Avenue	ND 1806	Construct 3-lane urban section.	Long	\$27,920,000	\$56,560,797	
3	56th Avenue	Old Red Trail	37th Street	Reconstruct as 3-lane urban section .	Long	\$8,000,000	\$16,206,532	Urban
4	56th Avenue NW	I-94		New interchange.	Long	\$25,000,000	\$50,645,413	Interstate
5	56th Avenue NW	I-94 Business Loop (Main Street)	Old Red Trail	Construct as 3-lane urban section.	Long	\$19,280,000	\$39,057,742	Urban
7	Boundary Road	56th Avenue / I-94 Interchange	32nd Avenue	Construct as 3-lane urban section.	Long	\$13,200,000	\$26,740,778	Urban
10	32nd Avenue W	I-94 Business Loop (Main Street)	Boundary Road (Future)	Construct as 2-lane urban section.	Long	\$12,660,000	\$25,646,837	Urban
11	31st Street	Lohstreter Road	Boundary Road (Future)	Construct as 2-lane urban section.	Long	\$5,940,000	\$12,033,350	Urban
15	Northern Bridge Corridor	38th Street (Mandan)	River Road	Construct as 2-lane rural section. Include new bridge across Heart River. Add signals at McKenzie Drive / Bismarck Expressway ramps and at McKenzie Drive / 40th Avenue.	Long	\$62,450,000	\$126,512,241	
19	Sunset Drive	I-94		Interchange reconstruction.	Long	\$25,000,000	\$50,645,413	Interstate
24	Mandan Avenue	I-94		Interchange reconstruction.	Long	\$25,000,000	\$50,645,413	Interstate
29	McKenzie Road	ND 6	ND 1806	Construct as 2-lane rural section.	Long	\$12,550,000	\$25,423,997	Urban
36	12th Street	Burleigh Avenue	Santa Fe Avenue	Add turn lanes at Santa Fe Avenue and Burleigh Avenue.	Long	\$1,000,000	\$2,025,817	Safety
37	48th Avenue S	University Drive	66th Street	Construct 2-lane rural section and structure improvements at Apple Creek crossing.	Long	\$19,800,000	\$40,111,167	Urban
38	66th Street	48th Avenue S	Lincoln Road	Reconstruct as 2-lane urban section.	Long	\$5,880,000	\$11,911,801	Urban
40	Lincoln Road	Yegen Road / Airway Avenue		Intersection capacity improvement.	Long	\$2,500,000	\$5,064,541	Safety
41	Yegen Road	Lincoln Road	Morrison Avenue	Add 6 new turn lanes in key locations.	Long	\$1,500,000	\$3,038,725	Safety
42	Apple Creek Road	Yegen Road		Intersection capacity improvement.	Long	\$2,500,000	\$5,064,541	Safety
47	66th Street	Highway 10 / Old Main Avenue	Century Avenue	Construct as 3-lane urban section (tied with project for interchange with I-94 at 66th Street).	Long	\$19,920,000	\$40,354,265	Urban
48	Divide Avenue	Bismarck Expressway	66th Street	Reconstruct as 3-lane urban section.	Long	\$15,200,000	\$30,792,411	Urban
51	Hamilton Street / Channel	Divide Avenue	Century Avenue	Construct as 2-lane urban section with grade separation.	Long	\$20,940,000	\$42,420,598	Urban
57	Tyler Parkway	Schafer Road	Burnt Board Drive	Intersection capacity improvement. Add turn lanes and include safety improvements.	Long	\$750,000	\$1,519,362	Urban
61	Burnt Boat Drive	River Road		Intersection capacity improvement.	Long	\$2,500,000	\$5,064,541	Urban
66	57th Avenue	River Road	Tyler Parkway	Construct as 3-lane rural section.	Long	\$10,220,000	\$20,703,845	Urban
67	Burnt Creek Loop South (57th Avenue)	River Road		Intersection capacity improvement.	Long	\$2,500,000	\$5,064,541	Urban
68	Burnt Creek Loop North / River Road	ND 1804		Intersection capacity improvement.	Long	\$2,500,000	\$5,064,541	Regional
69	71st Avenue/ ND 1804	15th Street/Tyler Parkway	State Street	Widen from 2-lane to 4-lane section.	Long	\$10,150,000	\$20,562,038	Regional
70	Tyler Parkway	57th Avenue	ND 1804 / 71st Avenue	Construct as 3-lane urban section.	Long	\$7,920,000	\$16,044,467	Urban
74	71st Street	State Street		Intersection capacity improvement.	Long	\$2,200,000	\$4,456,796	Regional
74i	71st Street	State Street		Grade separation.	Long	\$25,000,000	\$50,645,413	Regional
75	State Street	57th Avenue	71st Avenue	Widen to 6-lanes from 57th Avenue to ND 1804/ 71st Avenue.	Long	\$12,600,000	\$25,525,288	Regional
76	57th Avenue	State Street	26th Street	Construct 3-lane urban section.	Long	\$7,680,000	\$15,558,271	Urban
83	Calgary Avenue	DMVW Railroad	Haycreek Road	Construct 2-lane urban section across DMVW RR with grade separation.	Long	\$36,980,000	\$74,914,695	Urban
86	71st Avenue	State Street	Centennial Road	Widen from 2-lane to 3-lane rural section.	Long	\$7,280,000	\$14,747,944	Urban
88	Centennial Road	43rd Avenue	71st Avenue	Widen from 2-lane to 3-lane rural section.	Long	\$7,960,000	\$16,125,499	Urban
90	Century Avenue	Centennial Road	52nd Street	Reconstruct as 5-lane urban section.	Long	\$10,875,000	\$22,030,755	Urban
93	I-94	66th Street		New interchange.	Long	\$25,000,000	\$50,645,413	Interstate
96	43rd Avenue	Roosevelt Drive	52nd Street	Widen from 2-lane to 3-lane urban section.	Long	\$1,960,000	\$3,970,600	Urban
97	66th Street	43rd Avenue	71st Avenue	Reconstruct/New Construct as a 3-lane urban section.	Long	\$15,600,000	\$31,602,738	Urban
98	71st Avenue	Centennial Road	66th Street	Reconstruct as a 3-lane urban section.	Long	\$16,160,000	\$32,737,195	Urban



Constrained Projects

Level of Service 2030

LOS 2030

- F
- E
- D
- A-C

Morton County

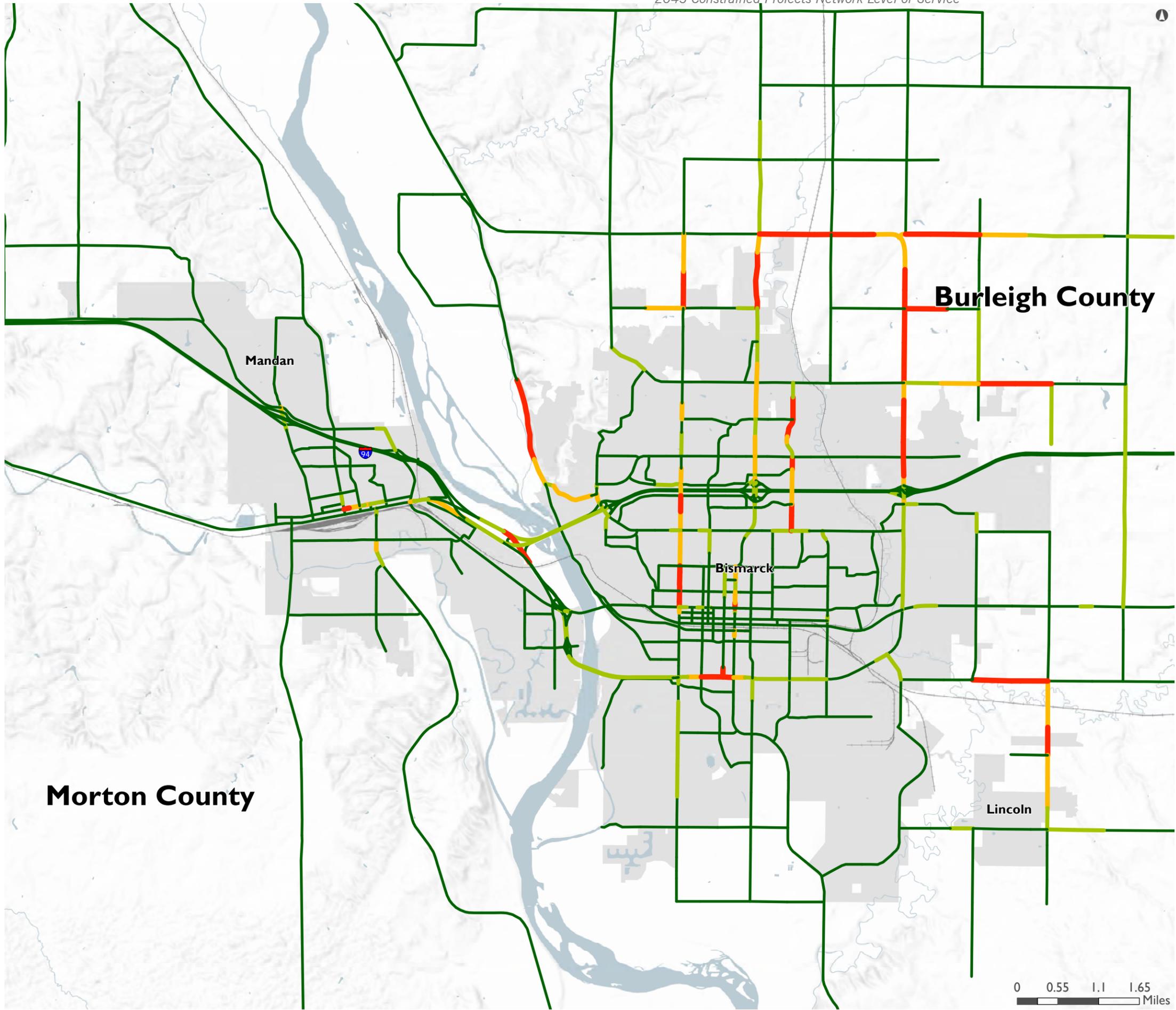
Mandan

Bismarck

Burleigh County

Lincoln





Constrained Projects

Level of Service 2045

LOS 2045

- F
- E
- D
- A-C

Morton County

Burleigh County

Mandan

Bismarck

Lincoln



**RESOLUTION OF ADOPTION FOR THE 2020-2045 BISMARCK-MANDAN
METROPOLITAN TRANSPORTATION PLAN
Board of City Commissioners
City of Mandan, North Dakota**

WHEREAS, the U.S. Department of Transportation requires the development, approval, and maintenance of a Metropolitan Transportation Plan for the Bismarck-Mandan Metropolitan Planning Organization (MPO) as a condition of Federal transportation funding; and

WHEREAS, the MPO has been designated by the Governor of North Dakota as the organization responsible for preparing and maintaining the Metropolitan Transportation Plan; and

WHEREAS, the MPO after an extensive public and stakeholder involvement process and substantial consideration of technical, environmental, financial, and social factors has prepared the 2020-2045 Metropolitan Transportation Plan which is in compliance with Federal and State transportation planning guidance; and

WHEREAS, City of Mandan staff has actively participated in Plan development and has had the opportunity to review the 2020-2045 Metropolitan Transportation Plan, and any comments received have been addressed within the Plan; and

WHEREAS, all relevant State and Federal agencies have had the opportunity to review the Plan and any comments received have been addressed within the Plan; and

WHEREAS, notice was published for a public hearing in accordance with the MPO Public Participation Plan, and the Mandan Planning Commission held a public hearing on the 2020-2045 Metropolitan Transportation Plan and has approved it as a guide for their future planning and development policies, and has recommended it to the Mandan City Commission; and

NOW THEREFORE BE IT RESOLVED, BY THE MANDAN CITY COMMISSION THAT IT ADOPTS THE 2020-2045 METROPOLITAN TRANSPORTATION PLAN; AND

BE IT FURTHER RESOLVED, THAT CITY OF MANDAN STAFF IS DIRECTED TO IMPLEMENT THE 2020-2045 METROPOLITAN TRANSPORTATION PLAN.

CERTIFICATE

The undersigned representatives of the City of Mandan certify that the forgoing is true and correct copy of a Resolution, adopted at a legally convened meeting of the Mandan City Commission held on March 3, 2020.

By: _____

Tim Helbling, Mayor
President, Mandan City Commission

Date

Attest: _____

Jim Neubauer
Administrator, City of Mandan

Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2020
PREPARATION DATE: February 26, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: John Van Dyke, City Planner
SUBJECT: 2020 Census Announcement

STATEMENT/PURPOSE: To keep the public informed of census activity, and the importance of being counted in the 2020 census.

BACKGROUND/ALTERNATIVES: Beginning this month, all households will receive notice to complete the census for everyone living in the home. Census Day is April 1, but data collection begins March 12 and continues through July. This is the first year responses can be submitted online, but the option to mail or call in responses will remain available. The Morton Mandan Public Library will have computers available for the public to respond online.

Census data is used to help better our community and region. This may include community initiatives, legislation, quality-of-life advocacy, public safety, or emergency preparedness. It also helps determine funding provided by federal and state agencies for social services and infrastructure projects.

Information provided in the census is confidential and protected by federal law. Stay tuned for more information.

ATTACHMENTS: N/A

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A