



AGENDA
MANDAN CITY COMMISSION
SEPTEMBER 17, 2019
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the September 3, 2019 Board of City Commission regular meeting.
- D. PUBLIC HEARING:
1. Public budget hearing scheduled at 6:00 p.m. to review and discuss the final 2020 Budget (See Ordinances #1)
2. First consideration of Ordinance 1326 related to murals
3. Consider approval of an amendment to the Mandan Land Use and Transportation Plan
- E. BIDS:
- F. CONSENT AGENDA:
1. Consider approval of monthly bills
2. Consider approval of Public Works request to amend 2019 Public Works – utility budget.
3. Consider approval of Minor Plat for Replat of Lots 23 & 24, Block 3, Developer's West Acres
4. Consider proclaiming October, 2019 as National Disability Employment Awareness Month in the City of Mandan.
5. Consider approval of Site Authorization for Mule Deer Foundation at Prairie Patriot Firearms & Training on October 10, 2019.
6. Consider providing a Flex PACE letter of support by Shawn's Repair, LLC
7. Special Event Permit for MPO Oktoberfest beer garden on 9-28-19.
- G. OLD BUSINESS:
- H. NEW BUSINESS:

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1. Consider entering into contract with Stantec surrounding procurement and implementation of brownfield grants.
2. Consider increasing the public works facility expansion budget.

I. RESOLUTIONS AND ORDINANCES:

1. Consider the second and final consideration of Ordinance No. 1316 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2020, and ending December 31, 2020, and making the annual tax levy for the year 2019.
2. Consider Resolution establishing Rates and Charges for Services from the Water and Sewer Utility Fund.
3. Consider Resolution establishing Rates and Charges for Services from the Solid Waste Utility Fund.
4. Consider Resolution establishing Rates and Charges for Services from the Cemetery Fund.
5. Consider Resolution establishing Rates and Charges for Services from the Building Inspections Department permit fees.

J. OTHER BUSINESS:

1. ~~Consider moving into executive session pursuant to North Dakota Century Code § 44-04-19.1(9) and 44-04-19.2(2) to discuss negotiation strategy related to litigation August Kersten, Brian Berube and Lonesome Dove, Inc. vs. City of Mandan.~~

K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. October 1, 2019
2. October 15, 2019
3. November 5 (4 p.m. start time)

L. ADJOURN

The Mandan City Commission met in regular session at 5:00 p.m. on September 3, 2019 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, Rohr and Larson. Department Heads present were, Finance Director Welch, Fire Chief Nardello, Deputy Chief Flaten, Planning & Engineering Director Froseth, Principal Planner Van Dyke, Business Development and Communications Director Huber, Police Chief Ziegler, Assessor Teigum, City Administrator Neubauer, Director of Public Works Bitz, Assessor Markley and Attorney Brown. Absent: Commissioner Davis, Human Resource Director Cullen, Building Official Ouradnik.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the August 20, 2019 Board of City Commission regular meeting.* Commissioner Braun moved to approve the minutes as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

E. BIDS:

1. *Request permission from Public Works to accept bids relating to contingent heavy equipment rates.* Public Works Director Bitz presented a request to accept bids relating to contingent heavy equipment rates. He said the Public Works Department advertised for bids August 9 & 16, 2019 and then accepted and opened bids on August 23, 2019 at 10:00 a.m. for contingent heavy equipment rates. He explained the purpose for the solicitation is to establish rates from private contractors who would be called upon to assist city crews in hauling snow from our streets within normal winter street maintenance operations. Bids were also solicited on other heavy equipment services so if city staff would not able to perform services with the available resources there would be options of hiring private contractors to augment our capabilities.

Director Bitz recommended approval to accept the two low bids which meet the bidding requirements.

Commissioner Larson moved to approve accepting the two low bids which meet the bidding requirements. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

F. CONSENT AGENDA

1. *Consider proclaiming Friday, November 1, 2019 Extra Mile Day in Mandan ND.*

2. *Consider approval of Engage Addition minor plat.*
3. *Consider approval of the Bismarck Mandan Rifle Pistol Association charity raffle permit for a one day event at the Baymont Inn & Suites on December 14, 2019.*

Commissioner Rohr moved to approve the Consent Agenda as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS

1. *Consider approving the selection of Stantec for assistance of procurement and implementation of brownfields grants.* City Planner Van Dyke presented a request for the approval of the selection of Stantec for assistance of procurement and implementation of brownfields grants. He said that staff recently requested permission to issue a request for qualifications (RFQ) to assist the City with the procurement and implementation of brownfields grants. The City received one RFQ from Stantec. If approved, Stantec will assist with grant writing and administration of a brownfield assessment grant processing. This grant would provide up to \$300,000 in grant monies towards creating an inventory of properties, planning, environmental assessment, as well as community outreach (See Exhibit 1). Stantec will work with the City on a pro-bono basis with the grant writing in an effort to help the City's application be as competitive as possible. The City of Mandan is the only city they are working with in North Dakota during the 2020 application period. If the City is successful in obtaining the grant, federal monies will be used to compensate Stantec for their assistance in administering the grant. The City would be notified in the spring 2020 if it will receive the grant. Funds would be dispersed and work would commence in the fall of 2020. Staff will work with Stantec to create a contract and present these details at the September 17, 2019 City Commission hearing for approval.

Planner Van Dyke recommended approval of the selection of Stantec for assistance of procurement and implementation of brownfields grants.

Commissioner Rohr commented that these grants are used for cleanup or contamination caused of that nature. Director Van Dyke stated that city staff will work with Stantec to identify the areas that are likely to have been contaminated. Examples are gas tanks that have been left in the ground. This grant would determine what work needs to be done and to create a plan of action. The City would be able to apply for additional grant money in the future. If the grant is not given, then no one pays.

Commissioner Braun moved to approve the selection of Stantec for assistance of procurement and implementation of brownfields grants. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider appointment of Victoria Vayda to the Planning and Zoning Commission to fulfill an At-Large member term ending December 2022.* City Planner Van Dyke presented a request to consider the appointment of Victoria Vayda to the Planning and Zoning Commission. The Planning and Zoning Commission is comprised of seven at-large members. One seat is available for appointment due to a recent resignation. The Engineering and Planning Department received a letter of interest from one interested individual, Victoria Vayda. After review and discussion, the Planning and Zoning Commission voted unanimously to appoint Victoria Vayda to the Planning and Zoning Commission to fulfill the term ending December 31, 2022. Planner Van Dyke recommended approval of the appointment.

Commissioner Braun moved to approve the appointment of Victoria Vayda to the Planning and Zoning Commission to fulfill an at-large membership term ending December 2022.

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

3. *Consider contract with Bartlett & West for Phase I Site Planning and Project Programming for the Morton Mandan Public Library and Downtown Parks project.* City Administrator Neubauer presented a request to enter into a contract with Bartlett & West (B&W) for Phase I Site Planning and Project Programming for the MMPL and Downtown Parks project. At the City Commission meeting on August 20, 2019 the Board authorized staff to begin negotiations with Bartlett and West for this project after interviewing two other firms.

B&W supplied a Phase 1 plan for Site Planning and Project Programming. This Phase 1 would cost \$45,000. Phase II would involve the civil engineering and landscape architecture design plan for improvements outlined in Phase I. Phase I and Phase II timelines were reviewed. Administrator Neubauer stated that before moving forward, final presentations will be presented to the MMPL, the MARC and the Mandan City Commission. There will be one designated person at B&W that will handle the project, rather than having several contractors involved. The cost for the Phase 1 initial start of the project will be \$45,000 to Stantec to do master planning on the project before moving forward with final building and structural designs. Bids are expected to go out in December 2019 with ground breaking anticipated in the spring of 2020.

Commissioner Larson respectfully requested to be recused from voting on this matter due to a conflict with Bartlett & West (her employer).

Commissioner Rohr moved to approve the Phase I AIA Agreement between Bartlett & West and the City of Mandan for the Morton Mandan Public Library, Dykshoorn Park and Heritage Plaza improvements. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Abstained; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *Consider approval of Engineering Service Agreement contract with Moore Engineering for Mid-Town East Street Improvement District Project (SID 215).* Planning and Engineering Director Froseth presented a request to enter into an agreement with Moore Engineering for the

design and other engineering services through 30% design including full existing conditions assessment, public input meetings and a project concept report.

At the August 20, 2019 City Commission meeting, Moore Engineering was approved to do contract negotiations and also to provide engineering services for the Southside Street Improvement District project. Moore Engineering delivered their scope and fee for the design of the project the following week. He explained that under this agreement, the city is committing to preliminary or what is commonly referred to in the engineering industry as 30% design. It is intended to be far enough to answer the major questions about project scope and get an idea of the project costs before presenting to the public and commission as a resolution of necessity thereby starting the protest period required by state law. It is anticipated that all steps will be completed with anticipation of moving forward with the project in the spring or early summer of 2020.

Director Froseth recommended approving the Engineering Services Agreement with Moore Engineering for the Mid-Town East Street Improvement District project.

Commissioner Braun moved to approve the Engineering Service Agreement contract with Moore Engineering for Mid-Town East Street Improvement District Project (SID 215). Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Consider Approval of Mandan Raw Water Intake project Ad for Bid and State Water Commission Grant Acceptance.* Planning and Engineering Director Froseth provided an update to the City Commission on the Raw Water Intake project and requested approval of an ad for bids and State Water Commission grant acceptance. City staff and the refinery staff have met at regular meetings over the last half of year and AE2S has completed the final design of the intake project. The project will include the intake structure, the electrical and mechanical equipment, including the pumps, and improvements to the Water Treatment site and the Refinery's site needed to receive the water. He said that the transmission pipe is not included in this initial project at the new intake site to the Water Treatment Facility. Those plans are being finalized and will come before commission as a future item.

Laith Hintz, an AE2S representative was introduced to provide basic information of the project. Director Froseth stated that following the presentation there will be two items of business to be addressed: (1) approval of the ad for bid and (2) accept the State Water Commission grant.

Laith Hintz came forward and stated that over the last year the final design has been worked on and requests have been submitted to the State Water Commission (SWC) for funding the project. He said that the SWC approved the funding budget that was submitted. He provided a history of this project with a timeline that started back in the 1950's with a Standard Oil Agreement; 1960-1980's sediment water problems started; Late 1990's Sediment problems worsened; 2001 the Corps of Engineers directed the city to find long term fix; 2011 Flood temporarily aligned part of the channel to the west. The river will push itself back away from where the water plant currently sits. A high level overview of the bid packages was presented and explained. The first

single family residents and \$1.25 increase for 2021 to get to the \$2.80 per household for the City's \$4.1 million. However based on the presentation given tonight it appears the city's share could possibly be \$4.4 million. Mayor Helbling announced that when residents see their rate increases in 2020 that is the reason for the water bill fees going upwards.

Commissioner Braun moved to approve the Ad for bid for the Raw Water Intake project and to accept the State Water Commission grant funds to share the cost of the project with the State Water Commission. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

I. RESOLUTIONS AND ORDINANCES

1. *Second and final consideration of Ordinance 1325 to amend and re-enact Sections 4 and 5 of Sec. 24-12-8 of the Mandan Code of Ordinances relating to violation for not carrying liability insurance.* City Attorney Brown stated that at the last meeting he explained that this ordinance will bring the Mandan City Code in line with the state law.

Commissioner Rohr moved to approve the second and final consideration of Ordinance 1325 to amend and re-enact Sections 4 and 5 of Sec. 24-12-8 of the Mandan Code of Ordinances relating to violation for not carrying liability insurance. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Second and final consideration of Ordinance 1323 related to a zoning district amendment for proposed Meadow Ridge 4th Addition.* City Planner Van Dyke stated this is a rezone from MC industrial and R3.2 Residential for proposed Meadow Ridge 4th Addition. The first consideration and plat were heard at the August 20, 2019 public hearing.

Loretta Landeis, 2901 Highway 1806 North, Mandan, N.D. came forward and stated she and her husband Tom Landeis, have concerns about water running across their private property with no easements, no right of way and no infrastructure. She said they believe that water has damaged their drain field and caused damage to their private frontage. She said that trees planted 40 years ago have died. They believe that further development in this area will cause more run off onto their property. She presented photos of their property and how it has been damaged over the years. She said that the original culvert was washed away and three culverts were put in after that. Big Sky Dam was to be rebuilt but the city never did it. She said that Terra Valle was developed and it had no infrastructure, no storm water drains and all the surface water ran down to their property. The county had to replace the culverts with two 63" culverts. All the water from the Mandan Junior High middle school drains onto their property. They move the dirt and everything comes into their land. The water goes in on one side all the way to the other side. She feels that it would be better to fix the problem now so the developers can develop without all this trouble. If this were fixed, you would not have to put in all those holding ponds. It would save land and money. It is something that should be covered. She provided one picture per year of the water problems they has on their property. At the conclusion of the photo session Mrs. Landeis requested that there be no more development in this area until the storm water run-off problems are solved. She provided packets and updated pictures and also added more

information of people that they visited with to help solve this problem. She referred to the storm water management plan of June 6, 2006. She said they went to Interstate engineering to discuss the water problem. The soil was checked and they were told that they were floating then. Everyone refers to this storm water management plan that was passed in 2006, and she thinks it is outdated. She requested the city and county work with them to solve the water problem.

Commissioner Rohr inquired how long it takes for the rain water to drain after a rainfall. Mrs. Landeis replied that it depends on how fast the rain falls. She said they have water all the time and it never drains off completely. Commissioner Rohr asked if a cost estimate has ever been gotten to put in drain pipes. She replied that she did not think so.

Director Froseth stated that with the storm water master plan that is waiting final approval. The Landeis property was looked at and there are some technical alternatives to consider, one of them being the installation of a bypass pipe but no cost estimates have been obtained. He estimated that the cost would be a seven digit number based on the amount of work that would have to be done and a large holding pond would have to be acquired in that space for it. It will be a major project.

Mrs. Landeis said that holding ponds were put in the back area and where their property is located however, they didn't fix it. She said they do not want to wait another 3 or 4 years to have it fixed. She requested that this be moved to the top of the list.

Commissioner Rohr commented that if it will take over a million dollars to fix this problem, it will take time in order to come up with funding and determine who is responsible for the funding.

Commissioner Larson stated she went out to the Landeis property to view the area. She went after a rainfall and she said that there is a definite drainage problem but she clarified that she did not find it as drastic as the photos that were shown by Mrs. Landeis. However, she said that she is convinced the photos were an accurate reflection of the water problem. She said she does not see that it is completely relevant to the development the city is pursuing as far as direct correlation of drainage. She said she is not fully convinced that the development of the two roads will have a material impact further at this point on the Landeis property.

Mayor Helbling stated that he agrees with Commissioner Larson in that he does not think these two parcels will have a significant impact on the Landeis property. He does think that any larger parcels that are developed there, the city will need to look at this whole area before anything else is constructed. He does not think penalizing the current developers of these parcels is warranted because they are following the city ordinances and city codes and it would not be appropriate to punish them. If there will be any other land or large development projects that the city receives for that area, the water issue will have to be addressed at that time.

Commissioner Larson moved to approve the second and final consideration of Ordinance 1323 related to a zoning district amendment for proposed Meadow Ridge 4th Addition. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis:

Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Second and final consideration of Ordinance 1324 related to a zoning district amendment for proposed Meadow Ridge 5th Addition.* City Planner Van Dyke stated that this is a similar zoning request as the previous action and there have been no comments received since the first consideration.

Commissioner Braun moved to approve the second and final consideration of Ordinance 1324 related to a zoning district amendment for proposed Meadow Ridge 5th Addition as presented in Exhibit 1. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *Second and final consideration of Ordinance 1322 related to a zoning district amendment for proposed Engage Addition.* City Planner Van Dyke this is a re-zone from MA industrial to R7 which is more appropriate for this area and the minor plat related to this action was passed earlier in this meeting. There have been no comments since the first consideration.

Commissioner Rohr moved to approve the second and final consideration of Ordinance 1322 related to a zoning district amendment for proposed Engage Addition. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Second and final consideration of Ordinance 1321 related to Lots 4 & 5, Block 1 of Midway 14th Addition.* City Planner Van Dyke stated this is property CC Commercial zoning district without restrictions. There have been no comments since the first consideration.

Commissioner Larson moved to approve the second and final consideration of Ordinance 1321 related to Lots 4 & 5, Block 1 of Midway 14th Addition. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

6. *Second and final consideration of Ordinance 1320 related to crematoriums.* City Planner Van Dyke stated this ordinance will limit crematoriums to be limited within an industrial zoning district, minimum 50 ft. from a property line and 350 ft. from an existing dwelling. There have been no comments received since the first consideration with the exception of Mr. Wise's comment.

Commissioner Larson moved to approve the second and final consideration of Ordinance 1320 related to crematoriums as presented in Exhibit 3. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

7. *Consider approval of the resolution to transfer real property by nonexclusive listing agreement.* City Planner Van Dyke stated that properties that have been acquired by the City of Mandan over periods of time. If taxes go unpaid by the property owners, in the past, respective property has gone to bid and the highest bidder would acquire the property, however, the number of pieces of property that the city has acquired lends this process to be unmanageable given additional staff responsibilities. He said that there were and still is 23 pieces of property for sale if anyone is interested. This will be round two. As soon as the property is placed back in the hands of private ownership the sooner tax revenue may be realized. The resolution presented in Exhibit 1 includes 13 properties that have been evaluated by the Assessing Department and Public Works and deemed non-essential to the city. Exhibit 2 provides a map of these locations and Exhibit 3 is a listing agreement to provide Oaktree Realtors the ability to list these properties on the MOS and begin marketing the properties for sale.

Commissioner Larson moved to approve the resolution to transfer real property by nonexclusive listing agreement in Exhibit 1 and to enter into contract with Oaktree Realtors as presented in Exhibit 3. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

K. ADJOURNMENT:

Commissioner Braun motioned adjourn the meeting at 6:13 p.m. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

James Neubauer
City Administrator

Tim Helbling
President, Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 13, 2019
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Final 2020 Budget

PURPOSES

1. To conduct a public budget hearing to review and discuss the final 2020 Budget.
2. To consider the second and final consideration of Ordinance No. 1316 adopting the 2020 Budget.

BACKGROUND

On August 6, 2019, the Budget and Finance Committee presented the preliminary 2020 Budget to the Board of City Commissioners and the Board passed the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1316 adopting the 2020 Budget.

On August 7, 2019, the City provided a copy of the preliminary 2020 budget statement and budget hearing date to the Morton County Auditor.

By August 31, 2019, the Morton County Treasurer provided a written notice to the owner of each parcel of taxable property the estimated property tax, based on the preliminary 2020 budget statement, and the budget hearing date.

On September 9, 2019, the Budget and Finance Committee made the following changes to the preliminary 2020 Budget:

- General Fund
 - Police Department
 - Central Dakota Communications Center = \$49,000 decrease
 - Per CenCom Communications Director on July 31, 2019
 - Attorney Department
 - Prosecutor Fees = \$18,000 increase
 - Per Kelsch Kelsch Ruff & Kranda on August 2, 2019
 - Auditor Department
 - Contingencies = \$31,000 increase
 - To be used for potential cost increase (amount to be determined) in operations at the Morton County Law Enforcement Center.
 - Total General Fund impact resulting from the budget changes above = \$0

On September 18, 2019, the City will submit a certified copy of the levy as adopted and a certified copy of the final 2020 Budget to the Morton County Auditor.

The final 2020 Budget will be posted on the City's website at cityofmandan.com.

ATTACHMENTS

- Ordinance No. 1316
- Certificate of Final Budget
- Certificate of Levy

FISCAL IMPACT

The annual cost for City services for an existing \$275,000 residential property and using 8 units of water per month, excluding special assessments:

NO VALUATION INCREASE				
	2019	2020	ANNUAL INCREASE	
	BUDGET	BUDGET		
PROPERTY TAXES	\$ 774	\$ 786	\$ 12	1.5%
UTILITY BILL	\$ 1,052	\$ 1,073	\$ 21	2.0%
TOTAL	\$ 1,826	\$ 1,859	\$ 33	1.8%

1% VALUATION INCREASE				
	2019	2020	ANNUAL INCREASE	
	BUDGET	BUDGET		
PROPERTY TAXES	\$ 774	\$ 794	\$ 20	2.5%
UTILITY BILL	\$ 1,052	\$ 1,073	\$ 21	2.0%
TOTAL	\$ 1,826	\$ 1,867	\$ 41	2.2%

STAFF IMPACT

None

LEGAL REVIEW

The City of Mandan is required to prepare the annual budget in accordance with the North Dakota Century Code, Chapters 40-40 and 57-15.

RECOMMENDATION

To approve the second and final consideration of Ordinance No. 1316 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2020, and ending December 31, 2020, and making the annual tax levy for the year 2019.

SUGGESTED MOTION

Move to approve the second and final consideration of Ordinance No. 1316 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2020, and ending December 31, 2020, and making the annual tax levy for the year 2019.

ORDINANCE NO. 1316

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2020, AND ENDING DECEMBER 31, 2020, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2019.

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

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2020, and ending December 31, 2020.

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES AND BENEFITS	OPERATIONS AND MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 8,563,050	\$ 3,488,700	\$ 15,000	\$ 761,800	\$ 12,828,550	\$ -
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,181,850
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 78,200	\$ -	\$ 110,000	\$ 188,200	\$ 56,150
MUNICIPAL INFRASTRUCTURE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
CEMETERY FUND	\$ 130,650	\$ 41,300	\$ -	\$ 10,000	\$ 181,950	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 48,750	\$ -	\$ -	\$ 48,750	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 17,950	\$ -	\$ -	\$ 17,950	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 274,000	\$ -	\$ -	\$ 274,000	\$ 1,789,550
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 188,600	\$ -	\$ -	\$ 188,600	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 1,071,100	\$ -	\$ 1,071,100	\$ -
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ 57,350	\$ -	\$ 57,350	\$ 84,250
MANDAN GROWTH FUND	\$ 152,600	\$ 114,250	\$ -	\$ -	\$ 266,850	\$ -
ABUSED ADULT RESOURCE CENTER GRANT FUND	\$ 70,450	\$ -	\$ -	\$ -	\$ 70,450	\$ -
BNSF SETTLEMENT FUND	\$ -	\$ 7,650	\$ -	\$ -	\$ 7,650	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,650	\$ -	\$ -	\$ 1,650	\$ -
HEALTH AND SAFETY FUND	\$ -	\$ 107,600	\$ -	\$ -	\$ 107,600	\$ -
<u>DEBT SERVICE FUNDS</u>						
LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATION BONDS FUND	\$ -	\$ -	\$ 67,800	\$ -	\$ 67,800	\$ -
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 6,046,100	\$ -	\$ 6,046,100	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 10,550	\$ -	\$ -	\$ 10,550	\$ -
WATER AND SEWER UTILITY FUND	\$ 1,955,150	\$ 1,464,750	\$ 2,707,800	\$ 1,679,700	\$ 7,807,400	\$ 459,000
SOLID WASTE UTILITY FUND	\$ 423,700	\$ 1,769,700	\$ 86,950	\$ 37,000	\$ 2,317,350	\$ -
STREET LIGHT UTILITY FUND	\$ 73,250	\$ 313,600	\$ -	\$ 55,000	\$ 441,850	\$ -
CITY SHOP FUND	\$ -	\$ 165,900	\$ -	\$ -	\$ 165,900	\$ -
TOTAL	\$ 11,368,850	\$ 8,093,150	\$ 10,052,100	\$ 2,653,500	\$ 32,167,600	\$ 6,070,800
MORTON MANDAN PUBLIC LIBRARY (GENERAL FUND)	\$ 541,198	\$ 292,500	\$ -	\$ 15,000	\$ 848,698	\$ 10,000
MANDAN AIRPORT AUTHORITY	\$ 94,614	\$ 310,365	\$ 189,250	\$ 3,475,000	\$ 4,069,229	\$ -

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2019 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

GENERAL FUND	\$ 4,820,750
<u>SPECIAL REVENUE FUNDS</u>	
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ 4,807
CEMETERY FUND	\$ 65,789
PUBLIC TRANSPORTATION SYSTEM FUND	\$ 192,299
<u>DEBT SERVICE FUNDS</u>	
GENERAL OBLIGATION BONDS FUND:	
LIBERTY MEMORIAL BRIDGE	\$ 73,332
REFUNDING IMPROVEMENT BONDS FUND:	
STREET IMPROVEMENT DISTRICT #145	\$ 33,508
STREET IMPROVEMENT DISTRICT #148	\$ 9,700
MANDAN AIRPORT AUTHORITY	\$ 384,598
MORTON MANDAN PUBLIC LIBRARY	<u>\$ 528,822</u>
TOTAL	<u>\$ 6,113,605</u>

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

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

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: August 6, 2019
Second Consideration: September 17, 2019
Final Passage and Adoption: September 17, 2019

CITY OF MANDAN, NORTH DAKOTA
Annual Budget for the Year Ended December 31, 2020
CERTIFICATE OF FINAL BUDGET

COUNTY AUDITOR
COUNTY OF MORTON

You are hereby notified on the 18th day of September 2019, the governing body of the City of Mandan, North Dakota, adopted an Ordinance making the annual appropriations for expenditures or expenses of the City for the fiscal year commencing January 1, 2020, and ending December 31, 2020, which appropriation is itemized as follows:

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES AND BENEFITS	OPERATIONS AND MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 8,563,050	\$ 3,488,700	\$ 15,000	\$ 761,800	\$ 12,828,550	\$ -
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,181,850
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 78,200	\$ -	\$ 110,000	\$ 188,200	\$ 56,150
MUNICIPAL INFRASTRUCTURE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
CEMETERY FUND	\$ 130,650	\$ 41,300	\$ -	\$ 10,000	\$ 181,950	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 48,750	\$ -	\$ -	\$ 48,750	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 17,950	\$ -	\$ -	\$ 17,950	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 274,000	\$ -	\$ -	\$ 274,000	\$ 1,789,550
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 188,600	\$ -	\$ -	\$ 188,600	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 1,071,100	\$ -	\$ 1,071,100	\$ -
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ 57,350	\$ -	\$ 57,350	\$ 84,250
MANDAN GROWTH FUND	\$ 152,600	\$ 114,250	\$ -	\$ -	\$ 266,850	\$ -
ABUSED ADULT RESOURCE CENTER GRANT FUND	\$ 70,450	\$ -	\$ -	\$ -	\$ 70,450	\$ -
BNSF SETTLEMENT FUND	\$ -	\$ 7,650	\$ -	\$ -	\$ 7,650	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,650	\$ -	\$ -	\$ 1,650	\$ -
HEALTH AND SAFETY FUND	\$ -	\$ 107,600	\$ -	\$ -	\$ 107,600	\$ -
<u>DEBT SERVICE FUNDS</u>						
LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATION BONDS FUND	\$ -	\$ -	\$ 67,800	\$ -	\$ 67,800	\$ -
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 6,046,100	\$ -	\$ 6,046,100	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 10,550	\$ -	\$ -	\$ 10,550	\$ -
WATER AND SEWER UTILITY FUND	\$ 1,955,150	\$ 1,464,750	\$ 2,707,800	\$ 1,679,700	\$ 7,807,400	\$ 459,000
SOLID WASTE UTILITY FUND	\$ 423,700	\$ 1,769,700	\$ 86,950	\$ 37,000	\$ 2,317,350	\$ -
STREET LIGHT UTILITY FUND	\$ 73,250	\$ 313,600	\$ -	\$ 55,000	\$ 441,850	\$ -
CITY SHOP FUND	\$ -	\$ 165,900	\$ -	\$ -	\$ 165,900	\$ -
TOTAL	<u>\$ 11,368,850</u>	<u>\$ 8,093,150</u>	<u>\$ 10,052,100</u>	<u>\$ 2,653,500</u>	<u>\$ 32,167,600</u>	<u>\$ 6,070,800</u>
MORTON MANDAN PUBLIC LIBRARY (GENERAL FUND)	\$ 541,198	\$ 292,500	\$ -	\$ 15,000	\$ 848,698	\$ 10,000
MANDAN AIRPORT AUTHORITY	\$ 94,614	\$ 310,365	\$ 189,250	\$ 3,475,000	\$ 4,069,229	\$ -

Dated at Mandan, North Dakota this 18th day of September, 2019.

Finance Director

CITY OF MANDAN, NORTH DAKOTA
Annual Budget for the Year Ended December 31, 2020
CERTIFICATE OF LEVY

COUNTY AUDITOR
COUNTY OF MORTON

You are hereby notified on the 18th day of September 2019, the governing body of the City of Mandan, North Dakota, levied a tax of \$6,113,605, upon all the taxable property in the City for the calendar year ended December 31, 2020, which levy is itemized as follows:

<u>FUND</u>	<u>AMOUNT</u> <u>LEVIED</u>
General	\$4,820,750
City's Share of Special Assessments	4,807
Cemetery	65,789
Public Transportation System	192,299
General Obligation Bonds:	
Liberty Memorial Bridge	73,332
Refunding Improvement Bonds:	
Street Improvement District #145	33,508
Street Improvement District #148	9,700
Mandan Airport Authority	384,598
Morton Mandan Public Library	<u>528,822</u>
TOTAL AMOUNT LEVIED	<u>\$6,113,605</u>

You will duly enter tax upon the County tax list for collection upon the taxable property of the City of Mandan, North Dakota, for the ensuing year. Dated at Mandan, North Dakota this 18th day of September, 2019.

Finance Director



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 9, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider approval of the first consideration of Ordinance 1326 related to murals

STATEMENT/PURPOSE: Consider approval of the first consideration of Ordinance 1326 related to murals.

BACKGROUND/ALTERNATIVES: The DRAFT mural ordinance as seen in Exhibit 1 is the product agreed upon by City Commission and legal counsel that fulfills the interest of the City in preserving public safety, traffic and pedestrian safety, property values and will withstand constitutional muster.

Residential Districts Not Regulated

The mural ordinance doesn't regulate in residential districts, rather leaving neighborhood home-owners associations to address this issue internally.

Permitting

A permitting process is required to ensure that any mural not painted directly onto a building is affixed safely and meeting building code. Murals painted directly onto buildings require a permit to ensure that the materials used to paint onto the structure are adequate to withstand North Dakota weather well into the future and to document the original condition of the mural. If a mural painted directly to a building fades, chips, or peels, and adequate upkeep is not conducted, the aesthetics of the building degrade and the building risks becoming an eyesore. A lack of maintenance blights an area and negatively affects property values.

Summary of Standards

The standards for murals ensure that they are not applied directly to significant architectural elements.

Murals are limited to two per structure, as Non-residential districts are afforded additional means to convey messages through the sign ordinance. This standard addresses concerns with traffic safety and is added to ensure that messaging is not a distraction to passing motorists. This is the reasoning behind the 25% limitation on murals applied to the front of buildings.

Existing Murals

Existing murals, including Lonesome Dove's painted sign, will be grandfathered in if this ordinance is ultimately adopted by City Commission. This ordinance will only apply to new murals following its adoption and release of the temporary restraining order that is currently in-place.

Planning and Zoning Commission – August 26

Planning and Zoning Commission recommended approval, with 7 in favor and 1 in opposition, at the August 26 meeting. A minor change to the allowable materials for murals was part of the motion and is incorporated into Exhibit 1. It has been reviewed and approved by City legal counsel.

ATTACHMENTS:

Exhibit 1 – Ordinance 1326 – DRAFT Mural Ordinance

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Ordinance 1326 has been reviewed and approved by legal counsel.

RECOMMENDATION: Engineering and Planning recommend approval of the mural ordinance as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve the first consideration of Ordinance 1326 as presented in Exhibit 1.

EXHIBIT 1

ORDINANCE NO. 1326

An Ordinance to Amend a portion of Section 105-1-15 (b) and Enact Sec. 105-1-17 of the Mandan Code of Ordinances related to the definition and placement of murals

WHEREAS: Clarification is needed surrounding how murals may be regulated and to what degree;

WHEREAS: There is a need to remove the possibility or appearance of content-oriented permitting review processes while at the same time preserving and promoting aesthetics, traffic and public safety, and property values;

WHEREAS: The City of Mandan is actively and directly contributing to aesthetic improvements and economic development and revitalization through financial incentive programs such as the Downtown Storefront Improvement Program and the establishment of design standards in the Downtown Core, Downtown Fringe, and Gateway and Memorial Highway Overlay Districts;

WHEREAS: Alleyway beautification including, but not limited to, the use of murals is a recommendation stemming from the Mandan Downtown Subarea Study;

WHEREAS: Public art is an important tool used in the creation of place and a component of economic development;

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

Section 1. Amended. A portion of Section 105-1-15 (b) related to the definition of Figurative wall mural is amended as follows:

Figurative wall mural means an illustration, diagram or design, not intended to sell a product or to advertise an establishment, that is used for aesthetic purposes or to enhance architectural features of a building.

Section 2. Amended. A portion of Section 105-1-15 (j) related to the prohibition of painted signs and wall murals as follows:

(9) — ~~No sign or wall mural shall be painted on any building without prior approval from the MARC.~~

Section 3. Repealed. Building Mural Guidelines adopted by the Mandan City Commission on August 21, 2018 are repealed.

Section 4. Enacted. Section 105-1-17 related to display of public art:

Sec. 105-1-17 – Public Art

(a) Murals

(1) Purpose. It is the purpose of this Section to promote art within the City of Mandan while preserving significant architectural elements and an orderly appearance, preserving public safety, traffic and pedestrian safety, as well as preserving property values. This Section applies to all commercial, industrial, and downtown districts. Murals are not regulated in residential districts.

(2) Definitions. The established definitions are for purposes of this Section only.

Mural means a hand-painted or hand-tiled work of visual and original art that is either affixed to or painted directly on the exterior of a structure with the permission of the property owner. A mural does not include any display containing an electrical or mechanical component and does not include any changing image art display.

Mural area means the portion of a structure that is generally free of windows, doors, or major architectural elements or details.

Mural size means the smallest rectangle containing the art which encompasses all of the letters, designs, and symbols therein.

Street-fronting side means the side of a structure that orients toward the street by plus or minus forty-five degrees from parallel to the subject street.

Structure means fence or window, door, or wall of a building, where a mural will be applied directly or affixed.

(3) Permit required. A permit is required for any mural viewable from any public street, trail, park, or other right-of-way. A mural applicant may submit a complete application and any necessary non-refundable application fee to the planner or the planner's designee and shall await receipt of the permit prior to beginning work applying the proposed mural to the structure. A permit shall be tied to the mural for which it is being applied.

(4) Submitted Color Rendering or Photographs. Within seven (7) days of the date of completion of the mural for which a permit has been granted, the permittee shall provide the planner or planner's designee a color rendering or a sufficient number of photographs of the completed mural that faithfully represent the following:

i. The color rendering of the mural;

- ii. Dimensions of the mural;
 - iii. Dimensions of the mural area; and
 - iv. Location on the structure.
- (5) Revocation. A permit may be revoked by the planner or the planner's designee because of non-compliance with the permitting process, or because of substantial degradation of the original artwork as measured against the submitted color rendering or photographs, whether the cause of such substantial degradation is due to a lack of maintenance or exposure to time or weather. A mural shall be removed and the structure brought back into substantial conformity of the original aesthetic of the structure within sixty (60) days of revocation. If conformity with the original aesthetic of the structure cannot be achieved within sixty (60) days due to weather, artist unavailability, or other extenuating circumstance, an extension may be granted by the planner or the planner's designee.
- (6) Revocation Due to Vandalism. If the artwork is vandalized resulting in substantial degradation of or damage to the artwork, it shall be brought into conformity with the submitted color rendering or photographs within six (6) months from the date of the issuance of written notice by the City. If it cannot be brought back into such substantial conformity within six (6) months due to weather, artist unavailability, or other extenuating circumstance, an extension may be granted by the planner or the planner's designee.
- (7) Appeal. An applicant may appeal a denial or a conditional approval of a permit, or a permittee may appeal a revocation of a permit, by timely request for a hearing before the Board of City Commissioners. The request for hearing must be received by the City planner or the planner's designee within ten (10) business days following the date of the notice of revocation, conditional approval, or denial. The Board of City Commissioners shall hold a hearing on the applicant's or permittee's request for appeal hearing and shall render a final decision on the matter at or within a reasonable time after said hearing. A separate, non-refundable appeal fee may be required as established by the Board of City Commissioners.
- (8) Non-Affixed Mural Application. In order to obtain necessary permission for a non-affixed mural, which is typically applied by painting, an applicant may submit a complete application to the planner or the planner's designee. Upon receipt of the complete application, the planner or planner's designee shall seasonably issue the permit and shall provide the applicant with a copy of the mural standards set forth in this Section. A complete application for a non-affixed mural permit shall include:
- a. General form established by staff to document applicant, property owner, artist, and property information, including necessary signatures demonstrating owner permission.
 - b. Proposed materials to be used for the non-affixed mural.

- c. Proposed maintenance plan to address degradation due to time, weather, and other exposures.
 - d. Written acknowledgement of understanding of the requirements as set forth in this Section.
- (9) Affixed Mural Application. In order to obtain necessary permission for a mural affixed to a structure, whether mechanically or by some other construction method, an applicant may submit a complete application to the planner or the planner's designee. A complete application for an affixed mural permit shall include:
- a. General form established by staff to document applicant, property owner, artist, contractor, and property information, including necessary signatures demonstrating owner permission.
 - b. Proposed maintenance plan to address degradation and structural integrity concerns of the mural fixture due to time, weather, and other exposures.
 - c. Proposed means, methods and materials to be used to securely and safely affix the mural to the structure.
 - d. Proof of any necessary completed building permit application, fee, and other information required by the building inspection department in relation to the mural fixture.
 - e. Written acknowledgement of understanding of the requirements as set forth in this Section.
- (10) Period of Review Necessary – Affixed Murals. The planner or planner's designee shall seasonably inform the affixed mural applicant of any additional information required to complete the application, to complete the planner's or planner's designee's review of the application, or to complete any necessary further review and decision by the MARC or building inspection department. If a complete affixed mural application is not approved, such decision shall be accompanied by reasons within any correspondence to the applicant. Reasons for conditional approval or denial may only include non-conformity with the standards set forth in this section.

To the extent a complete affixed mural application is received and no additional review or action by the MARC or building inspection department is necessary, the planner or planner's designee shall provide approval, conditional approval, or denial of the application within ten (10) days of such receipt, subject to appeal pursuant to Paragraph 7 of this Section.

To the extent MARC or building inspection department review should be necessary to decide whether the application does or does not meet the standards set forth under Sub-Paragraphs 11(c) or (d) of this Section or other sections of the Mandan Code of Ordinances, the planner or planner's designee must forward the application in a timely manner to the MARC or building inspection department such that a decision can be timely rendered. Any decision by the MARC or the building inspection department is subject to appeal pursuant to Paragraph 7 of this Section.

- (11) Standards. The following standards shall apply to both affixed and non-affixed murals.
- a. A mural shall not contain illustrations or text that are obscene or incite violence.
 - b. A mural shall not be installed on any original facade of a building listed as a contributing structure of an historic district or independently listed on the National Historic Register, unless the mural may be attached to a removable panel without damage to the underlying historic facade and the manner of affixture does not constitute a safety hazard.
 - c. A mural may not be applied to, cover over, or obscure significant architectural elements or significant building materials, including, but not limited to, any balustrade, colonnade, column, cornice, cresting, entablature, frieze, grille, latticework, lintel, lunette, molding, parapet, relief, or spandrel, or any structure or part thereof constructed of stone, cut stone, marble, granite, or glass block.
 - d. Mural materials and application processes shall be appropriate to the environment, the structure and surface upon which the mural will be applied to ensure durability and longevity of the mural, and so as not to impede building use, occupant safety, public safety, or traffic safety.
 - e. Pursuant to the sign code, Section 105-1-15, businesses have ample opportunity to advertise and to express ideas, including on street-fronting sides of buildings. The City has lawful aesthetic, public safety, and traffic safety interests in minimizing the number and total area of signs and murals that are directly observable to pedestrian and automotive traffic. Only one mural, not larger than twenty-five (25) percent of the total square footage of the street-fronting side, may be applied to the street-fronting side of a structure's mural area.
 - f. No mural shall extend beyond the building or structure to which it is painted or affixed or otherwise interfere with the functionality of other components supporting the use of the building or structure. These other components include, but are not limited to, existing signs, external lighting, utilities, sidewalks, parking, building or street address, and ingress/egress.
 - g. A mural shall be a two-dimensional medium, except for minor three-dimensional surface variations of the structure on which the mural is directly applied.
 - h. No structure shall contain more than two murals.

(12) Severability. If any part, sentence, phrase, clause, term, or word in this Section of Mandan Code of Ordinances relating to Public Art is declared invalid or unconstitutional by a valid court judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the constitutionality of or lawfulness of the remainder of this Section, the Mandan Code of Ordinances, or any other Mandan regulation regulating signage, billboards, murals, or Public Art.

Section 3. Sec. 105-1-15 (b) is amended and re-enacted and 105-1-17 is enacted.

Timothy A. Helbling, President
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:

August 26, 2019
September 17, 2019
October 1, 2019



Public Hearing No. 3

Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 9, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider approval of an amendment to the Mandan Land Use and Transportation Plan

STATEMENT/PURPOSE: Consider approval of an amendment to the Mandan Land Use and Transportation Plan.

BACKGROUND/ALTERNATIVES: Jon McCreary has submitted an application for an amendment to the comprehensive plan for approximately 1,000 acres west of Boundary St. NW.

City staff from multiple departments met with the applicant or the applicant's representative Scott Harmstead on a number of occasions to address concerns or issues that needed to be addressed in order to provide a recommendation of approval to this Commission.

The current land use designations for this area call for low density residential throughout the majority of the land south of I-94. An open space buffer separates a mix of medium and high-density residential and commercial from the Interstate.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Consider approval of an amendment to the Mandan Land Use and Transportation Plan

Page 2 of 3

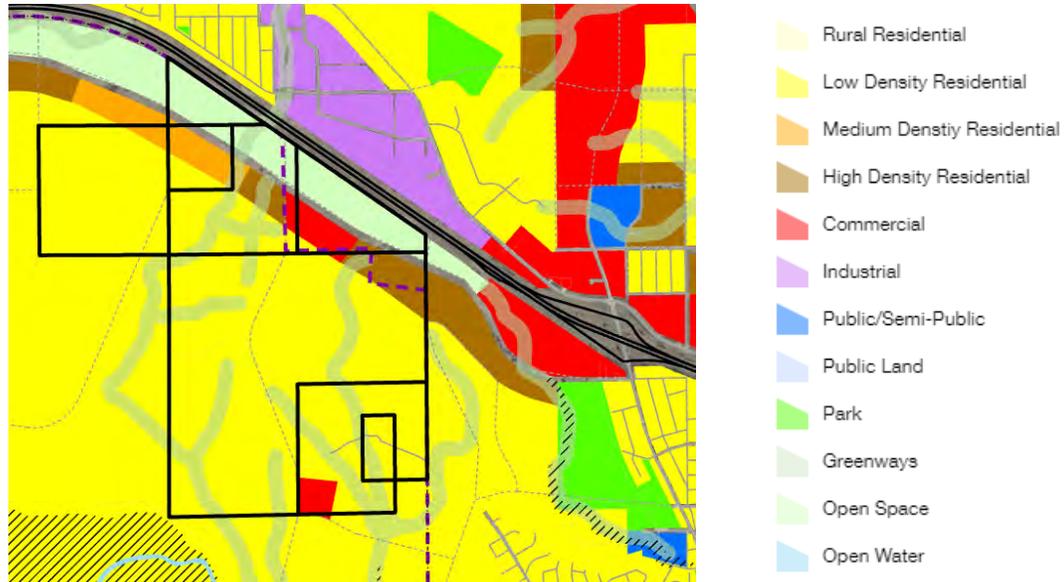


Exhibit 1 contains the proposed amendment to the comprehensive plan. The proposed plan adjusts the location of roads, provides a mix of industrial, neighborhood commercial, and commercial closer to the interstate, and delineates open space on those areas of steep terrain and which provide natural conveyance of water.

If approved, this amendment to the comprehensive plan would replace the future land uses and preliminary road layout presently planned for the area.

Planning and Zoning Commission voted unanimously to approve the amendment at their August 26 meeting.

ATTACHMENTS:

Exhibit 1 – Amendment to the Mandan Land Use and Transportation Plan

Exhibit 2 – Comments

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The amendment and corresponding resolution signed by the Planning and Zoning Commission President has been reviewed and approved by City legal counsel.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Consider approval of an amendment to the Mandan Land Use and Transportation Plan

Page 3 of 3

RECOMMENDATION: Engineering and Planning recommend approval of amendment to the Mandan Land Use and Transportation Plan as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve amendment to the Mandan Land Use and Transportation Plan as presented in Exhibit 1.

EXHIBIT 1

RESOLUTION AMENDING THE COMPREHENSIVE PLAN FOR THE DEVELOPMENT OF THE CITY OF MANDAN, NORTH DAKOTA Planning and Zoning Commission City of Mandan, North Dakota

WHEREAS, North Dakota Century Code Section 40-48-08 requires that the planning commission make and adopt a master plan for the physical development of the municipality and of any land outside its boundaries which, in the commission's judgement, bears a relation to the planning of the municipality; and

WHEREAS, North Dakota Century Code Section 40-48-09 requires that the planning commission make careful and comprehensive surveys and studies of present conditions and future growth of the municipality with due regard to its relation to neighboring territory; and

WHEREAS, North Dakota Century Code Section 40-48-10 requires that before adopting the master plan or any part of it or any substantial amendment thereof, the planning commission hold at least one public hearing thereon; and

WHEREAS, Jon McCreary, in consultation with SRF Consulting Group, Inc. have conducted an in-depth evaluation of the subject area; and

WHEREAS, The amendment is greatly informed by other plans, including the Mandan Land Use and Transportation Plan, Fringe Area Road Master Plan, I-94 Corridor Study, and Envision 2040; and

WHEREAS, The amended configuration of roads and land uses are found to be superior to those previously adopted; and

WHEREAS, City staff met with the applicant and their consultant numerous times to adjust the layout that would solicit staff recommendation of approval and align with the desires of the applicant; and

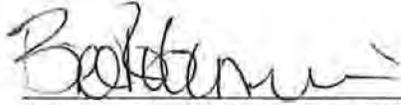
WHEREAS, Nothing in this amendment is a guarantee of City financial assistance or assurance of support of any development application that is deemed too premature in its timing.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA, THAT:

1. The Future Land Use Map of the Comprehensive Plan is hereby amended; and
2. If any goal, objective, or policy of the originally adopted Comprehensive Plan shall be found to be in conflict with the amendment, the originally adopted Comprehensive Plan shall prevail; and
3. The Comprehensive Plan shall be presented to the City Commission for approval as required by North Dakota Century Code Section 40-48-11; and
4. Upon approval by the City Commission, staff is instructed to publish and distribute the plan; and
5. Staff is instructed to report back to the Planning and Zoning Commission at least

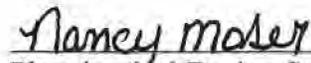
annually regarding implementation of the plan.

Dated this 26th day of August 2019



President, Planning and Zoning Commission

ATTEST:



Planning and Zoning Secretary

To: Mandan City Engineering and Planning Department
From: Scott Harmstead, AICP (SRF Consulting Group, Inc.) & JMAC Resources
Date: June 7, 2019
Subject: McCreary Master Plan – Development Assessment & Approach

Contents

This memorandum provides an assessment of the following issues related to the development of the McCreary property in Mandan, North Dakota:

- Summary of direction from applicable planning documents, related policies and land use restrictions
- Development phasing
- Stakeholder coordination
- Transportation assessment
- Utility needs assessment
- Stormwater approach

This information is based on the preferred master plan (See figure 1) under consideration as of the date of this memorandum.

Applicable Planning Documents, Policies, and Restrictions

Mandan Land Use and Transportation Plan (2015)

The Planned Future Land Use Map designates the subject property predominantly for low density residential. The north end of the property adjacent to I-94 is designated as a greenway that includes a future roadway alignment running parallel to I-94. Running along the southern edge of the greenway is high density residential, medium density residential, and commercial land use. The coulees within the property are identified with a narrow strip of open space.

- The master plan is largely consistent with the uses shown and the intent of the Planned Future Land Use Map, with the exception of the greenway identified along I-94. Follow-up discussion

with the city planner did not reveal a reason to preserve the greenway corridor along I-94 as provided on the Planned Land Use Map. As a result, the master plan redistributes open space areas to the coulees/drainages onsite to serve as a useful tool to protect these important areas for their stormwater/drainage, environmental, and scenic qualities.

The Future Transportation Classification Map identifies the extension of Boundary Street west across the northern tier of the property as a future minor arterial. A future minor arterial is also shown extending south from the Old Red Trail across I-94, down the center of the property. Another future minor arterial runs north/south along the eastern property line and across I-94. Future collectors are shown to support the future minor arterial system.

- The master plan largely follows the future classification system provided in the City Plan, with the exception that the master plan does not include a future minor arterial running north/south along the property's east property line.

Fringe Area Road Master Plan (Morton County-Mandan, 2014)

The MPO's Fringe Area Road Master Plan (FARMP) identifies future corridors for arterial and collector roadways across the property. These corridor alignments are similar to what is provided in the Mandan Land Use and Transportation Plan's Future Transportation Classification Map. The exception is that the alignment that runs north/south along the east edge of property is a collector in the FARMP, rather than an arterial as shown in the City's Plan.

- The master plan largely follows the future classification system provided in the FARMP.

I-94 Corridor Study

This MPO study identified needed improvements to the Sunset Drive Interchange (east of the property) and identified a future I-94 grade separation to access Old Red Trail at the north-central portion of the property.

- The buildout of the master plan is dependent upon the completion of this grade separation.

Envision 2040

Also known as the 2015-2040 Long Range Transportation Plan, this MPO document mirrors the City's Land Use and Transportation Plan Future Transportation Classification System. Shared-use path alignments are also shown to extend into the site, following the future minor arterial corridors.

- The preferred master plan largely follows Envision 2040's direction provided for the property's future arterial and collector roadways, as well the need to extend pedestrian and bicycle access to the property with shared-use paths.

Mandan Zoning Classifications

Figure 1 depicts existing zoning classifications for areas adjacent to the master plan. The proposed land uses in the master plan are shown with corresponding city zoning classifications to be considered upon future subdivision.

North Dakota Main Street Initiative

The City of Mandan has been making great strides in recent years to follow the Main Street Initiative, for example by focusing planning and infrastructure investments in the downtown area. Understanding the City's desire to follow the Initiative on a community-wide basis, noted below are the main goals (referred to as "pillars") of the Initiative and how the master plan intends to follow each.

1. Healthy, vibrant communities

Recreation. A central focus of the McCreary Master Plan is the open space afforded by the site's unique terrain. In conjunction with over 290 acres of open space available onsite, recreation will be a key component of the project, not to mention an attraction for the whole City. The open space corridors in the master plan are envisioned to provide trail corridors for hiking, biking, and other passive recreational opportunities in mixed prairie, woodland, and riparian habitat.

Mixed use neighborhood center. Just to the west of the future high school site and south of the Boundary Street extension the master plan provides mixed use commercial and multi family land use. This mixed use area is adjacent to multi family designated land use to the south. Building from the synergy offered by the future high school site and the critical mass of housing at the point of buildout, this area can serve as a walkable, vibrant neighborhood center. Note that a shared use path has been identified to pass through this area, connecting mixed use with the future high school site and Sunset Drive to the east.

Support to Downtown Mandan. At buildout, the master plan will accommodate an estimated additional 4,400 residents in the City of Mandan. This will help to increase activity downtown and lead to greater success downtown. The master plan is not intended to compete with Downtown by offering different housing options in a different setting than the unique experience only a downtown can offer. In addition, the mixed use neighborhood center is intended to support the local neighborhood needs of the master plan area, not the community as a whole. As a result, the mixed use area is scaled to a neighborhood market, rather than to provide a community-wide need.

2. 21st Century workforce

Education. Schools are a critical component of creating a 21st century workforce. The master plan accommodates a future high school site (replacement of Mandan's existing high school—see further detail under the stakeholder coordination section). Schools also serve as centers of community

gathering and activity. Based on Mandan School District needs as part of later phases of the development, the master plan is flexible to accommodate any possible elementary school needs.

Jobs. The master plan focuses on creating jobs with wages that can support a family. The light industrial and mixed-use areas are intended to provide limited retail and more office and manufacturing opportunities. As a result, capacity is available for an estimated 2,000 family-wage jobs.

3. Smart, efficient infrastructure

The development of infrastructure to support the master plan will depend on a strong public private partnership. This includes JMAC Resources, City of Mandan, State Department of Transportation, School District, Park District, and adjacent property owners. At this initial, conceptual stage of the development these partnerships are still being formed. More information pertaining to coordination with these entities can be found under the Stakeholder Coordination section of this document.

Scenic Viewshed Easement

A scenic viewshed easement is located outside of the master plan boundary on abutting property owned by Mandan Development LLC. The easement was established in 1967 and is held by the State Department of Transportation and only allows development including commercial and residential uses.

St. Joseph's Catholic Cemetery

An historic cemetery is located to the southeast of the master plan area. Coordination with the Morton Count Planning and Zoning Director noted that residential lots cannot be located within 100 feet of any gravesite. This requirement will be adhered to during the subdivision platting stage of the project, as applicable.

Development Phasing

Given the significant size of the proposed master plan (over 1,000 acres), a phasing plan has been developed. Three phases are identified, with the first phase to be developed on the eastern edge of the property and successive phases extending development to the west. Refer to figure 2 for the phasing plan.

Figure 1 – Master Plan

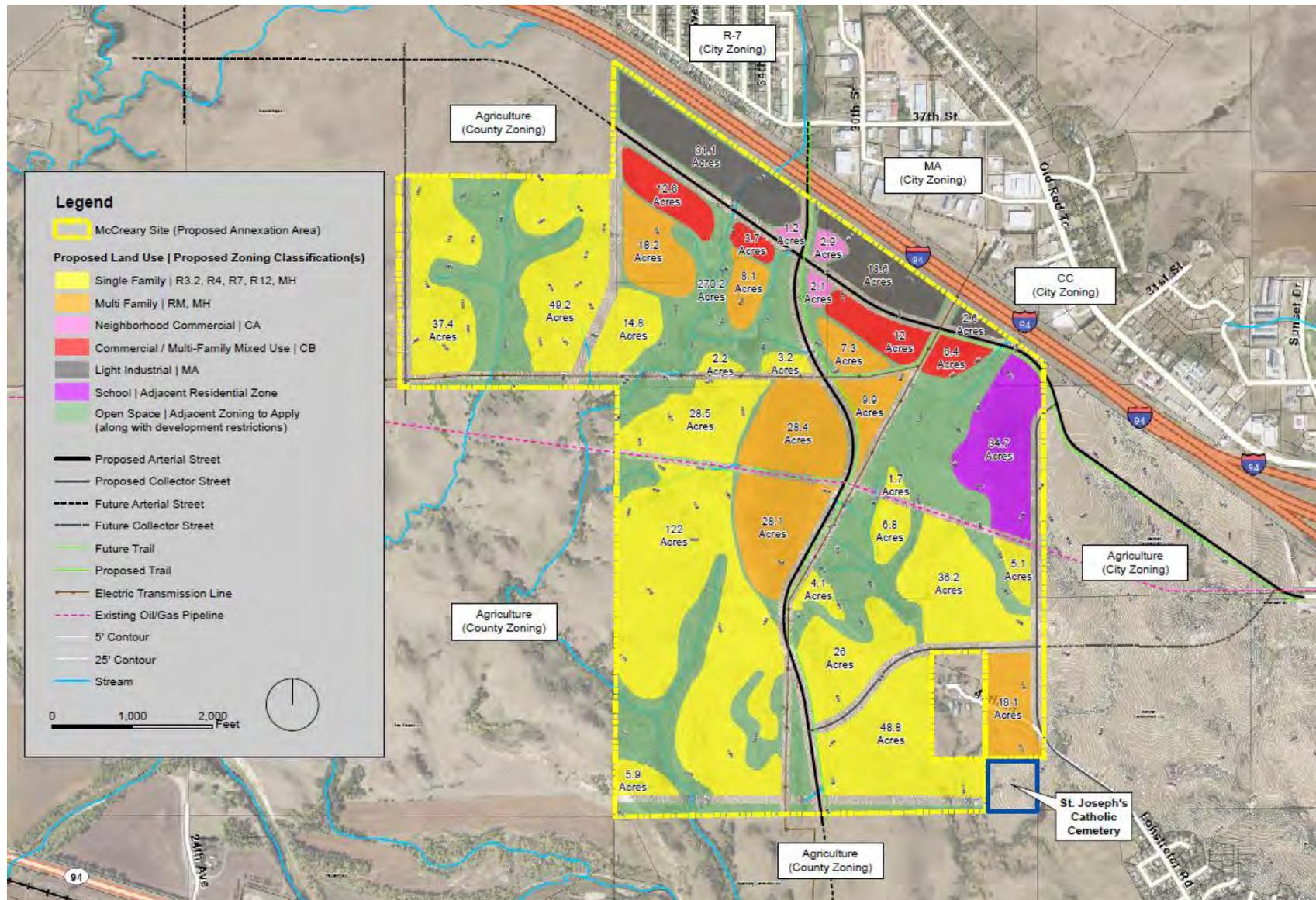
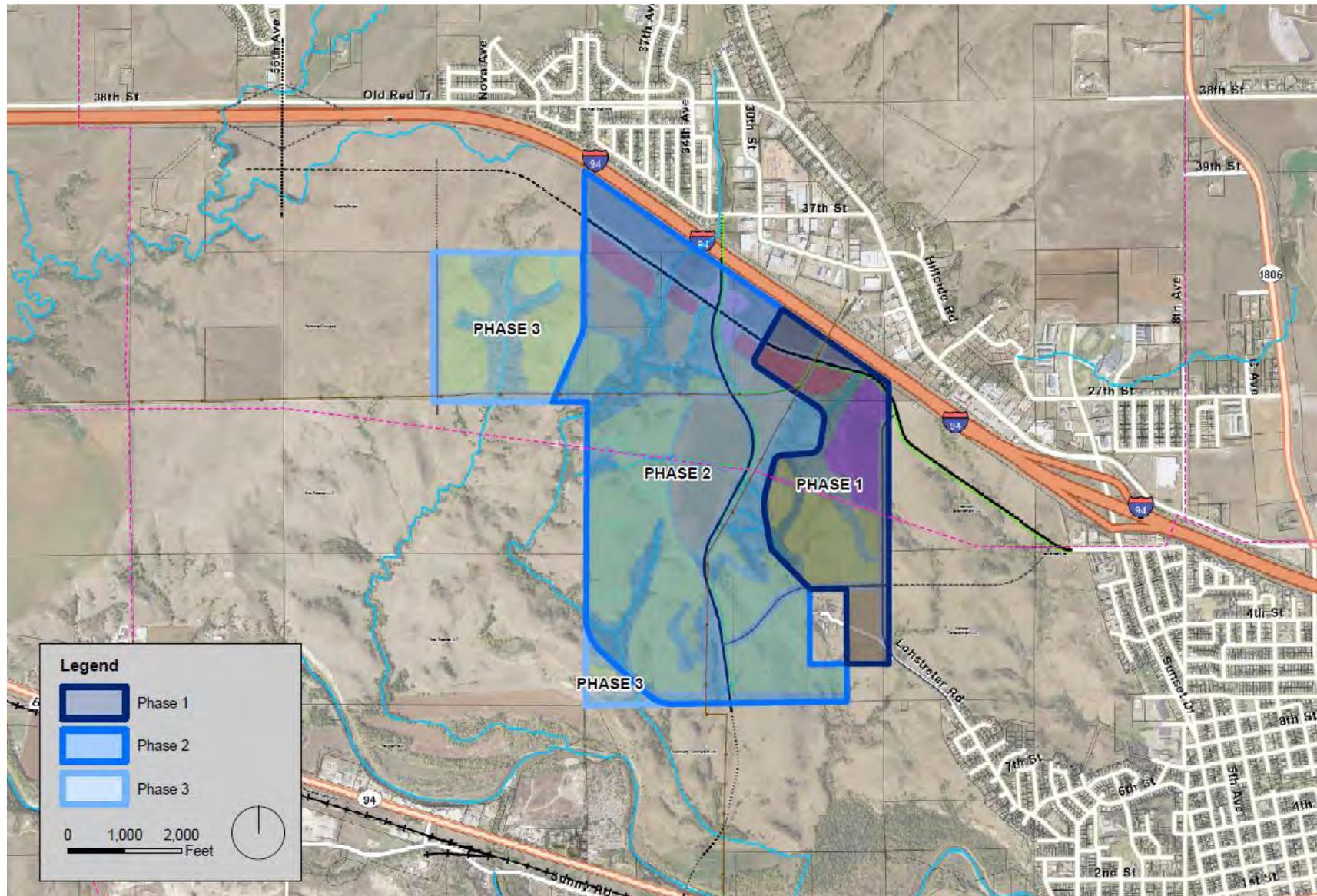


Figure 2 – Phasing Plan



Stakeholder Coordination

Mandan Public Schools

Development of the master plan has involved coordination with the Mandan School District. The District is currently looking at multiple sites to relocate the existing high school. The master plan looks to help the District solve the need for a new high school site and identifies the northeast corner of the master plan for the future high school. Coordination is ongoing with the District.

Mandan Park District

Coordination has also taken place with the Park District. At this time, coordination has involved discussion of future shared use paths on the property (and connecting the property to the developed portion of the City). Coordination will continue into the future regarding park space needs, use of open space within the master plan, and parks and recreation funding.

Mandan Development LLC

Mandan Development LLC, development company, owns property between the master plan area and the developed portion of the City along Sunset Drive. The owner is open to the use of the property to provide ingress/egress across the property in the form of transportation and sewer improvements. This property is planned for a mix of residential and commercial development in the City's Comprehensive Plan (note that this property has been annexed into the City). It is envisioned that infrastructure connections built on the property will help to initiate development of the property. Discussion with the development company is ongoing and positive.

Transportation Assessment

Traffic Operations

The purpose of this section is to provide an overview of the preliminary transportation assessment approach, findings, and key considerations. Significant information includes a summary of land uses associated with three development phases, access management, and phasing/implementation considerations. Additional detail with respect to specific traffic controls and turn lanes are expected to be evaluated at a future time.

A key component to evaluating the McCreary site’s transportation system was to review previous Bismarck Mandan Metropolitan Planning Organization (MPO) and City of Mandan planning documents (i.e. Mandan Land Use and Transportation Plan (2015), the Fringe Area Road Master Plan (Morton County-Mandan, 2014), the I-94 Corridor Study, and Envision 2040). These resources have identified key corridors to enhance short-term and long-term vehicular and pedestrian/bicycle connectivity.

Land Use & Traffic Generation

Land uses proposed for each development phase were evaluated to determine associated estimated trip generation per cumulative phases. A summary of the land uses and equivalent average daily traffic volumes for each phase are illustrated in Table 1.

Table 1. Proposed Development Phases Trip Generation Summary

Phase 1		
Master Plan Land Use Type (ITE Code)	Approximate Size	Daily Trips
General Light Industrial (110)	137,000 SF	680
Single Family Housing (210)	140 DU	1,322
Low-Rise Multi-Family Housing (220)	169 DU	1,238
High School (530)	1,400 Students	2,842
General Office Building (710)	111,078 SF	1,082
Phase 1 Subtotal		7,164

Phases 1 and 2		
Master Plan Land Use Type (ITE Code)	Approximate Size	Daily Trips
General Light Industrial (110)	733,115 SF	3,636
Single Family Housing (210)	830 DU	7,835
Low-Rise Multi-Family Housing (220)	1,074 DU	7,862
High School (530)	1,400 Students	2,842
General Office Building (710)	265,105 SF	2,582
Gas Station w/ Convenience Store (945)	12 Vehicle Fuel Positions	2,464
Phases 1 and 2 Subtotal		27,221

Table 1. Continued

Phases 1, 2 & 3 (Full Build-out)

Master Plan Land Use Type (ITE Code)	Approximate Size	Daily Trips
General Light Industrial (110)	733,115 SF	3,636
Single Family Housing (210)	1,092 DU	10,308
Low-Rise Multi-Family Housing (220)	1,074 DU	7,862
High School (530)	1,400 Students	2,842
General Office Building (710)	265,105 SF	2,582
Gas Station w/ Convenience Store (945)	12 Vehicle Fuel Positions	2,464
Phases 1 - 3 / Full Build - Out, Total Site Trips		29,694

Roadway Connections

Potential future connections are identified in Figure 3. This graphic’s focus is on the primary roadways (i.e. arterials and collectors) within the site for all three phases. However, as development occurs, several internal public/private roadways are expected to be included to help circulation and access within the area, reducing dependence on the primary roadways within the site.

A key connection within the development is Boundary Street, running parallel to I-94 along the northern edge of the proposed development. In the short-term this roadway will be a local road/collector, expanding into an arterial as part of Phase 2. Boundary Street is an integral element to providing access to I-94, as well as access throughout the northern and western portions of Mandan.

An essential component to the property’s transportation network is the proposed minor arterial extending from the Old Red Trail north/south across I-94 via a grade separated underpass. This centrally located roadway provides an additional option to access southern and northern portions of Mandan in Phase 2. This arterial’s southern connection is projected to be located at the existing I-94 Business Route and Sunny Lane South intersection.

Four collectors have been identified throughout the site. The first proposed collector runs east/west, connecting Boundary Street and the north/south arterial roughly in the center of the property. The three remaining collectors run north/south, with one of them providing a connection between Boundary Street and Lohstreter Road on the east side of the site (in Phase 1), whereas the remaining two provide connections to Phase 3 single-family developments in the northwestern corner of the development.

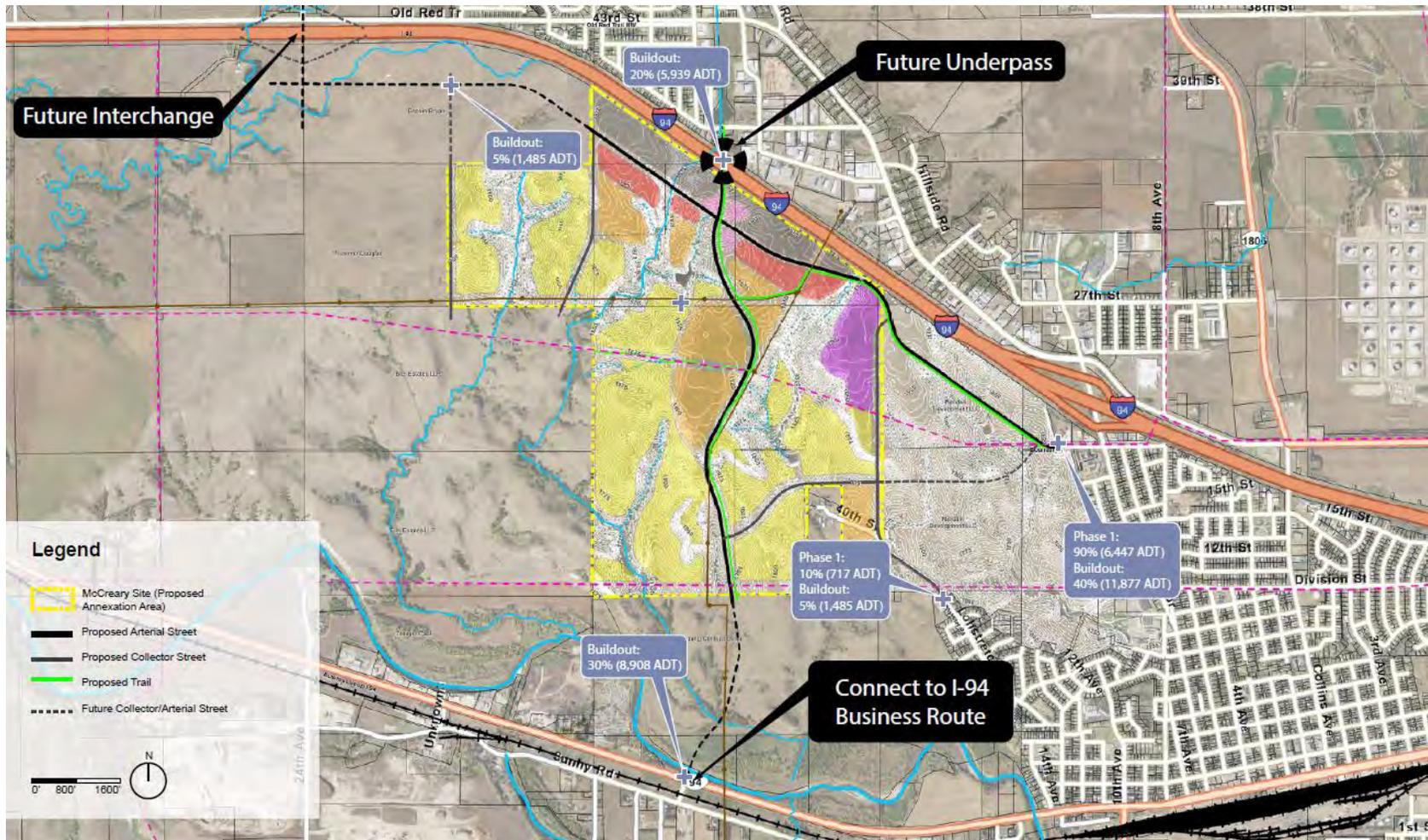
Note that there are a few key items that remain to be determined. This includes potential future roadway links or extensions, initially with the future connection to I-94 Business Route to the south and subsequently the future I-94 and 56th Avenue Interchange to the west. These connections should

be reviewed in more detail as development continues within the site to help limit any interim and/or long-term capacity or safety issues within the area.

Preliminary Trip Distribution

Figure 3 shows anticipated trips generated for Phase 1 of the development and buildout. Note that the trip distribution analysis was qualitative and not based from the regional travel demand model. Use of the travel demand model will produce a more accurate projection of possible trip distribution from the development. Note the likely heavy share of total trips projected to use the Boundary Street/Sunset Drive intersection in Phase I and continuing to buildout. Not to be overstated is the importance of connecting the development to Business Route 94 and Old Red Trail as part of Phase 2 development.

Figure 3 – Conceptual Transportation Plan & Qualitative Trip Distribution



Transportation Network Phase Implementation

Results of the Phase 1 transportation network review indicate that most of the Phase 1 roadways illustrated in Figure 3 are expected to provide sufficient capacity under Phase 1 development conditions. As mentioned previously, the north/south proposed minor arterial extending from the Old Red Trail across I-94 via a grade separated underpass is an important roadway to the Phase 2 transportation improvements. Lastly, the Phase 3 extension of Boundary Street is crucial for completing the north route connection to the proposed future interchange at 56th Avenue. This interchange will provide some relief from the need to use the existing Sunset Drive I-94 interchange (which is approximately 3 miles to the east).

Other Considerations

Boundary Road/Sunset Drive Intersection

The Boundary Road/Sunset Drive intersection currently has side-street stop control. This intersection will serve as a primary gateway into the proposed development, primarily under Phase 1 conditions until the future I-94 underpass and the future 56th Avenue interchange can be constructed. The Sunset Drive intersection fits City’s transportation plan guidance as a full-access intersection and is planned in the MPO’s Envision 2040 to be signalized. Specifically, Envision 2040 identifies the Boundary Road/Sunset Drive as a “short term” project (2015-2023) with a \$660,000 cost (cost based on 2023). Further discussion with respect to the specific intersection configuration will need to be determined through coordination with area stakeholders.

Access Management

As development occurs and the roadway network is developed, adherence to the Fringe Road Design Criteria – Access Location recommendations (see Table 2 below) should occur.

Table 2. Relationship between Functional Classification and Design Characteristics

Functional Classification	Distance Served (and Length of Route)	Intersection Spacing/Access Points	Direct Land Access?
Other Principal Arterial	Multiple miles to across the region	5 per mile	No
Major Collector	Multiple miles	9 per mile	No
Minor Collector	1 to 2 miles	Could provide direct land access	Allowed

source: Fringe Road Area Master Plan, September 2014

Traffic Controls

Once the internal roadway network has been identified and confirmed with area stakeholders, additional analysis is expected to occur to refine specific traffic control and turn lane needs, as well as the approximate implementation timeframe.

Pedestrian and Bicycle Connections

Discussion with Cole Higlin, Park District Director, confirmed desire to extend existing shared-use paths as contemplated in the Mandan Land Use and Transportation Plan, as well as in Envision 2040. An existing shared-use path extends from Mandan High School north to the western terminus of Boundary Road.

As part of Phase 1 of development, the extension of this path along Boundary Street as it is improved west to the property is contemplated. If access through the coulee/drainage system is desired for the property, only single-track natural surface trails are recommended to be improved in those areas due to the challenges of developing a standard shared-use path in such terrain. Future development phases include extension of the shared-use path system throughout the development, including along the north/south minor arterial and further west along an existing oil/gas transmission line easement.

Utility Needs Assessment

It is important to first note that three separate utility lines currently cross the master plan area. These are shown in Figure 1 (Master Plan graphic) and include the following:

- Gas transmission line running east/west across the center of the site.
- Gas transmission line running east/west across the southern edge of the site.
- Electrical transmission lines generally running north/south through the center of the site.

The master plan has been designed to avoid any conflict with these utility corridors. The corridors are identified as an opportunity in some areas to provide an adjacent alignment for a shared use path.

Cursory-level water and sanitary sewer system extension concepts have been developed for the master plan (see Figures 4 and 5). The City's water and sanitary sewer master plans were used as a starting point in developing the extension concepts. Due to the greater scale of development envisioned for the subject property as opposed to the City water and sanitary sewer master plan, significant adjustments were made to accommodate a greater amount of growth on the subject property (in particular, increased development close to the southern property line and at lower

elevations than what has previously been contemplated for the subject property). MDU maintains gas lines in the project vicinity and the master plan intends to utilize this service.

Mandan Sanitary Sewer Master Plan (Amended 2013)

The Mandan Sanitary Sewer Master Plan contemplated future growth within the subject property's northern tier, adjacent to I-94. To serve at least the initial phase of development, the City Engineer has recommended connection to the City's existing 10-inch gravity main located at Sunset Drive adjacent to Mandan High School. Buildout will require significant extensions to the City's sanitary sewer system and treatment facility beyond those envisioned in the City's Sanitary Sewer Master Plan.

Mandan Water System Master Plan (Amended 2013)

The City Engineer has indicated that the Boundary Road pressure-reducing valve improvements identified in the Water System Master Plan will need to occur to allow water service for the initial phase of development. The Master Plan identifies this water system improvement as a 2014 Capital Improvement Plan project with an estimated cost of \$114,000. Buildout of the master plan will require the extension of water mains as depicted in Figure 4. Figure 4 also identifies a location for a future water tower. This concept was carried over from the City's Water System Master Plan for the same approximate location as shown.

Figure 4 – Conceptual Water Supply Plan

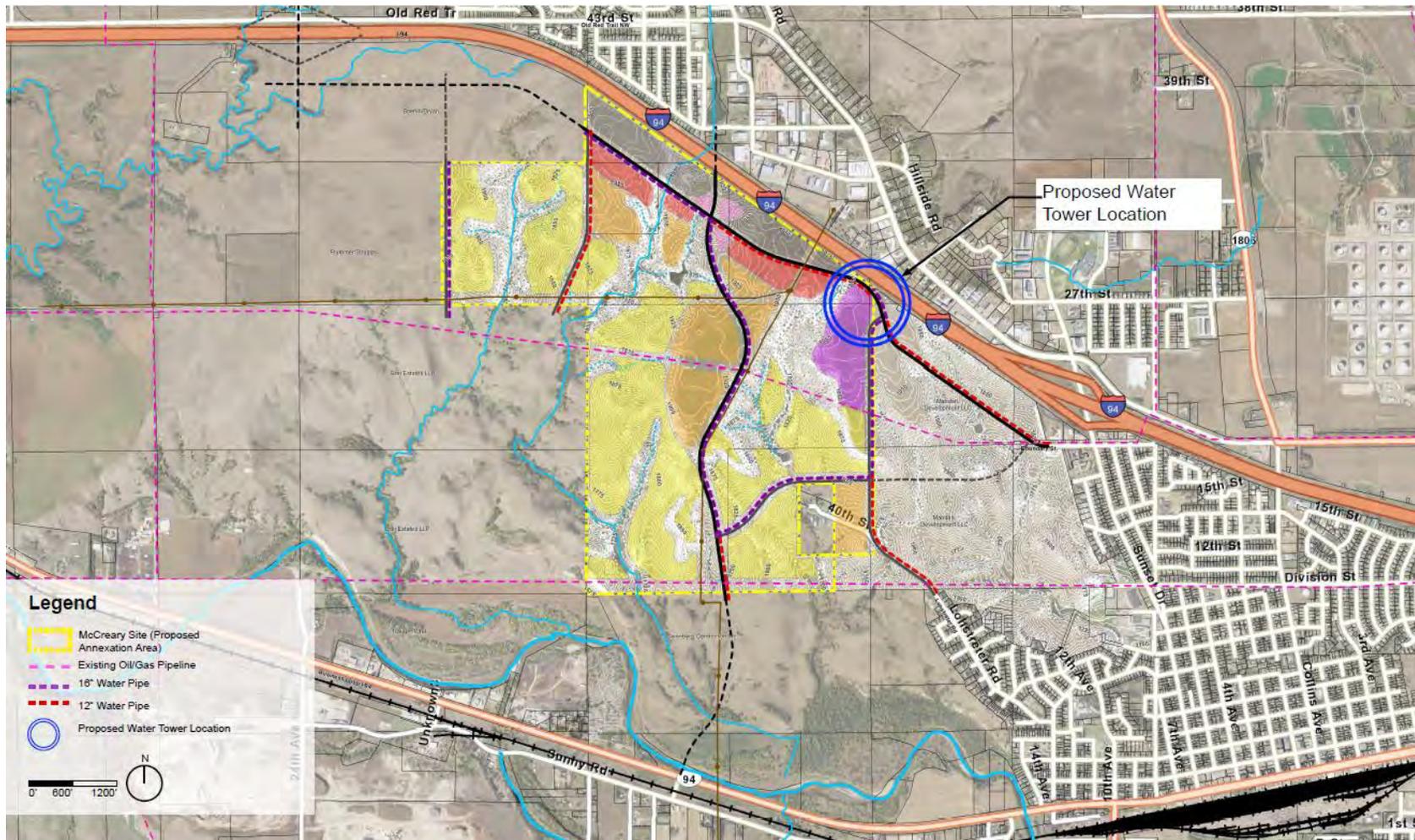
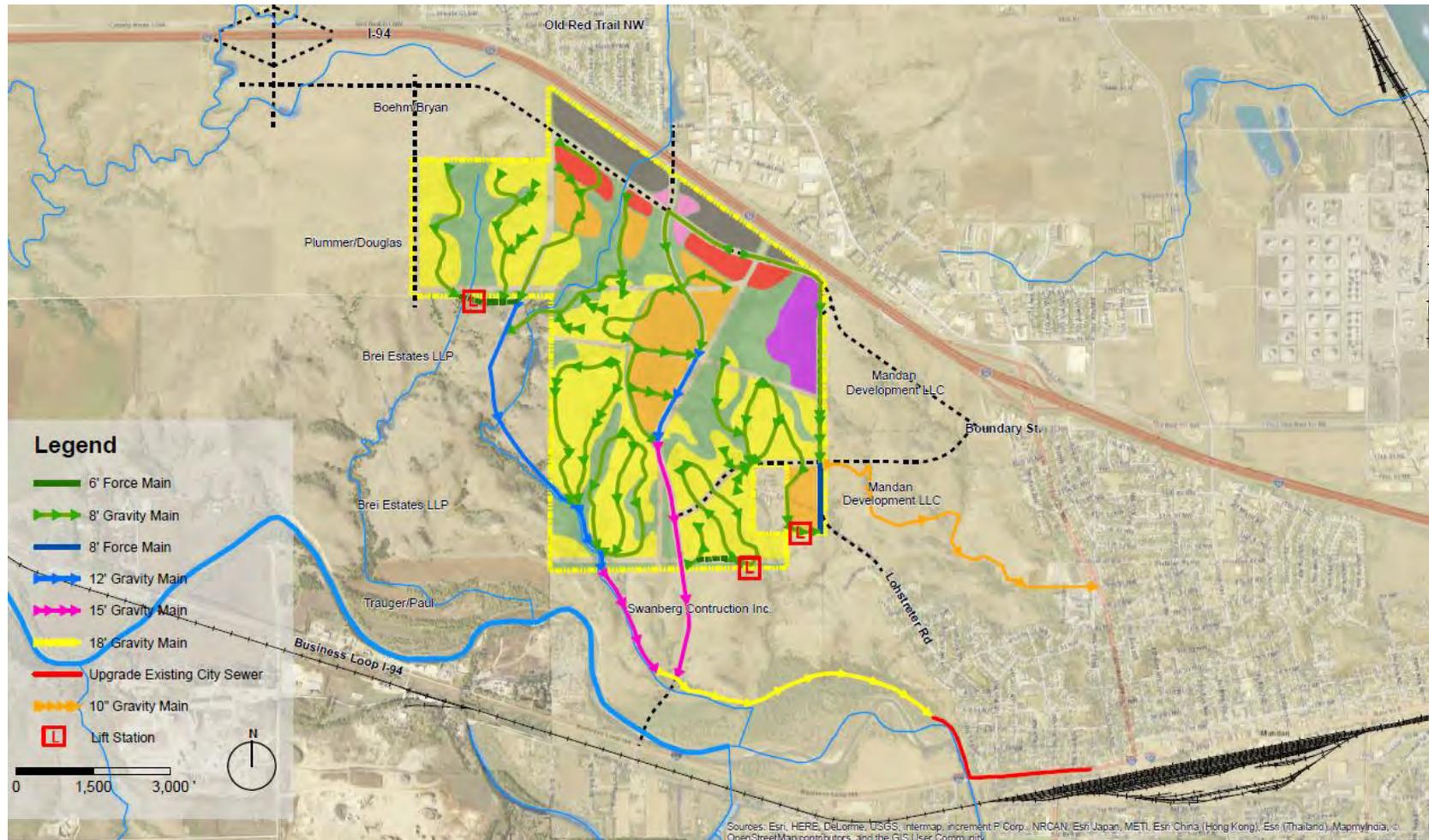


Figure 5 – Conceptual Sanitary Sewer Plan



Stormwater Approach

Existing Condition

The existing land use of the proposed development site consists of a farm house and pasture land for cattle. Topography is steep with a series of ravines that accumulate flow to 4 distinct discharge points from the site. Berms were constructed within a few of the ravines some time before 1997 to provide cattle watering areas, which incidentally provide detention for stormwater runoff and reduce peak discharge rates.

Proposed Condition

The proposed 1,051-acre development includes the addition of commercial and residential area, adding roughly 402 acres of new impervious surface. Due to the steep terrain it is assumed that flow patterns will match the existing condition. The new roadways will have curb and gutter, allowing for roadway and development drainage to be picked up in storm sewer and directed towards the stormwater ponds located at the downstream ends of the existing ravines.

Regulatory Environment

The project site is located within the City of Mandan (City), within the Morton County Water Resource District. The City is the local government unit (LGU) for water resources-related permitting within the district and the project is designed to meet their requirements.

Water Quantity and Volume Control

The water from the project is diverted into the ravines. City rules require discharge rates for the 2-, 10-, and 100-year storm events to be less than or equal to existing peak discharge rates using the city-specific Intensity-Duration-Frequency (IDF) curve. Atlas-14 rainfall, which is more restrictive than the city provided IDF curve, was used instead based on guidance from the North Dakota Department of Transportation (NDDOT). In addition, City rules state that detention basins should provide a minimum of one foot of freeboard above the 100-year surface elevation.

Water Quality

City rules state that stormwater management facilities should be designed to enhance the quality of stormwater runoff. For the concept level design, it is assumed that sizing the basins to meet NURP requirements is reasonable because this will provide dead storage volume for water quality treatment, and the necessary live storage to provide the required rate control.

Pond Design

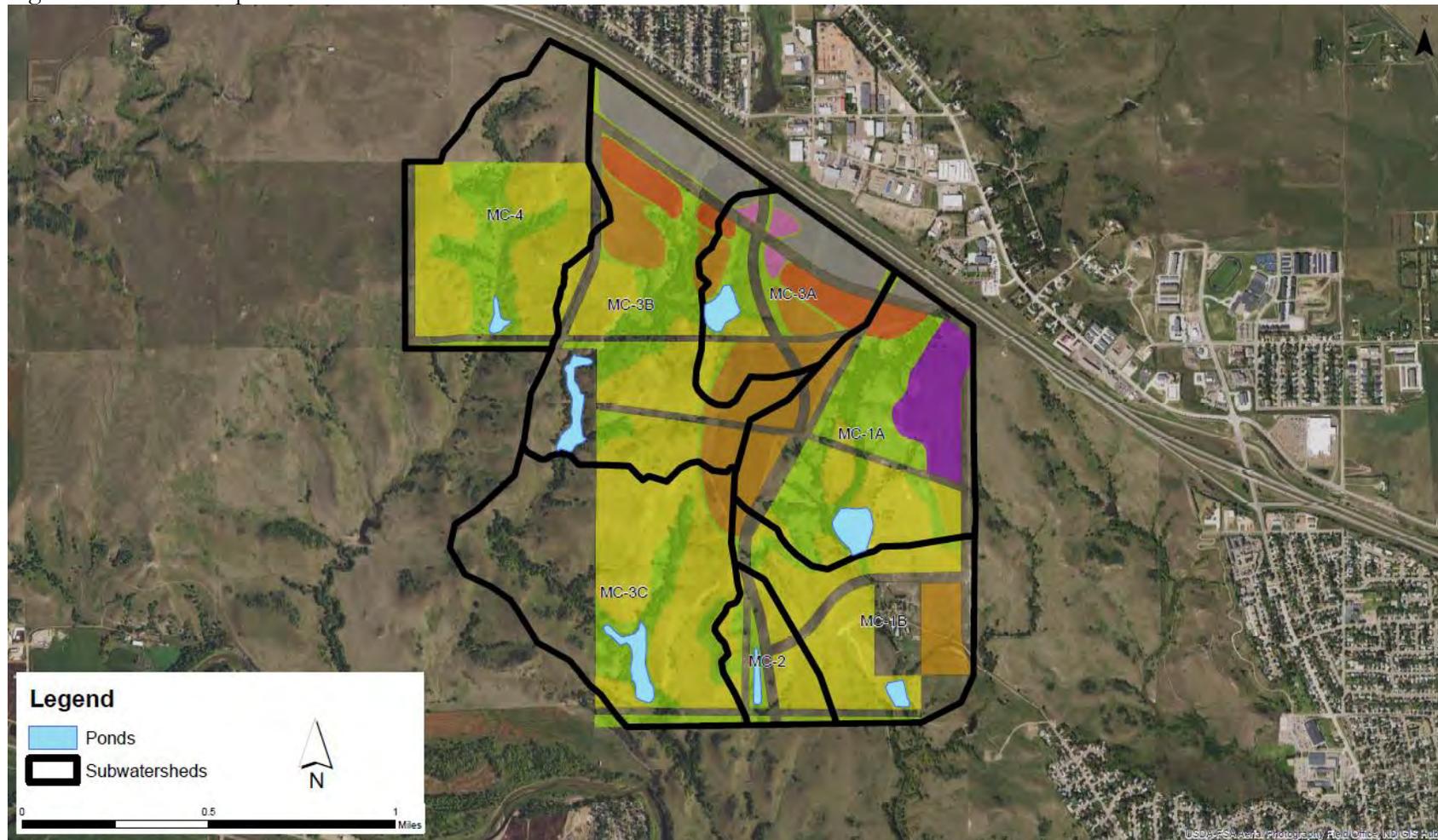
One of the goals of the McCreary Master Plan is to determine locations and approximate sizes for stormwater detention basins. Using available topographic, land use information, and Atlas-14 rainfall, existing and proposed hydrologic models were created based on the pre- and post-development site conditions.

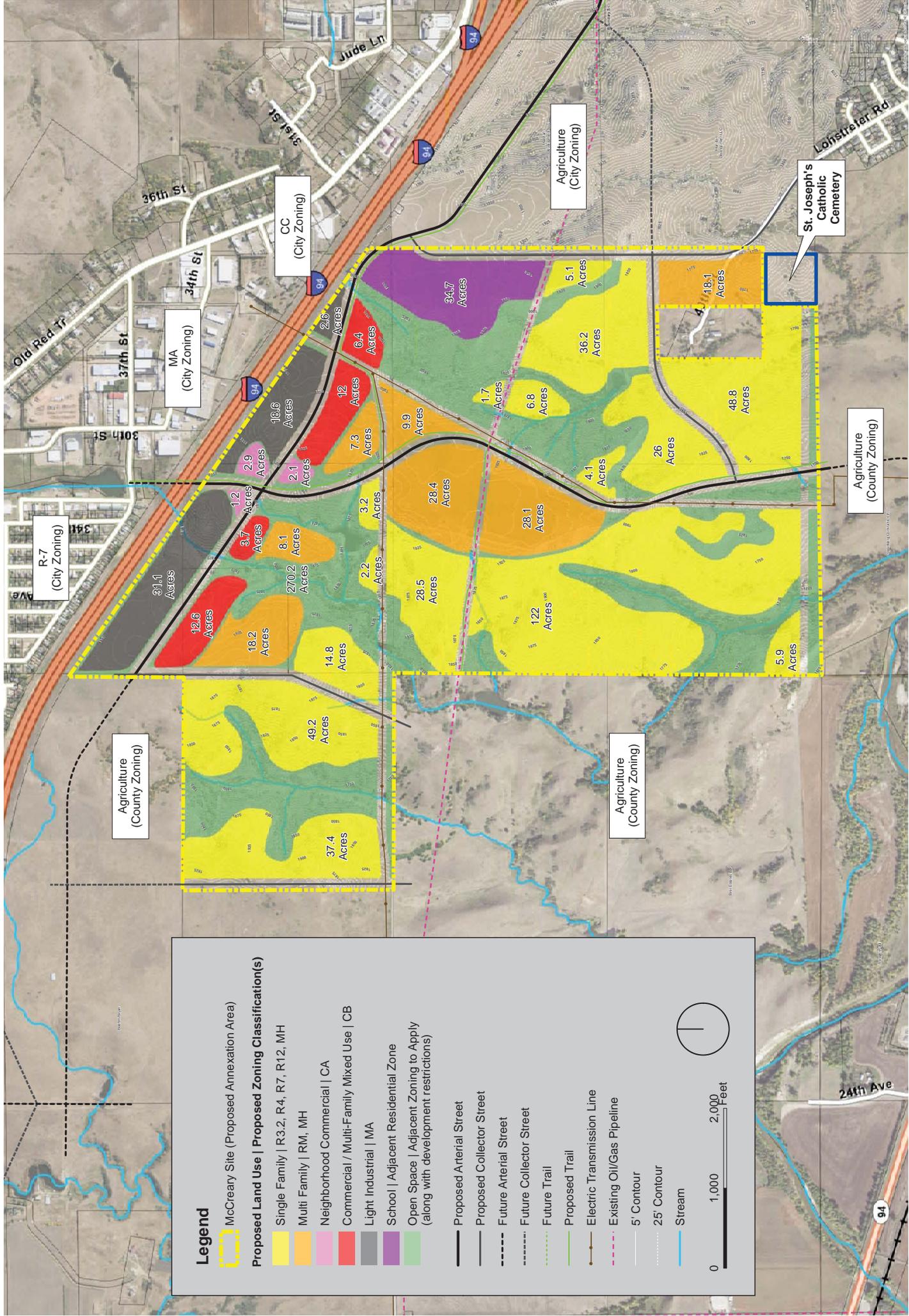
Detention basins were preliminarily sized using NURP guidelines to develop approximate pond volumes. The pond sizes were further refined by inputting the pond volume into the hydrologic model. Site topography and the proposed land use plan were then analyzed to locate areas where the required pond footprint would feasibly fit. Pond footprints and locations are shown in Figure 6. See Table 3 for a summary of the existing and proposed peak discharge rates.

Table 3. Discharge Rate Summary

	2-yr		10-yr		100-yr	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
MC-1	116.3	98.33	359.22	236.31	932.87	725.97
MC-2	29.83	10.08	65.94	19.39	144.54	30.36
MC-3	168.19	71.33	455.65	182.9	1100.94	818.81
MC-4	117.28	71.15	259.12	172.72	569.95	318.1

Figure 6 – Pond Footprints and Location





Legend

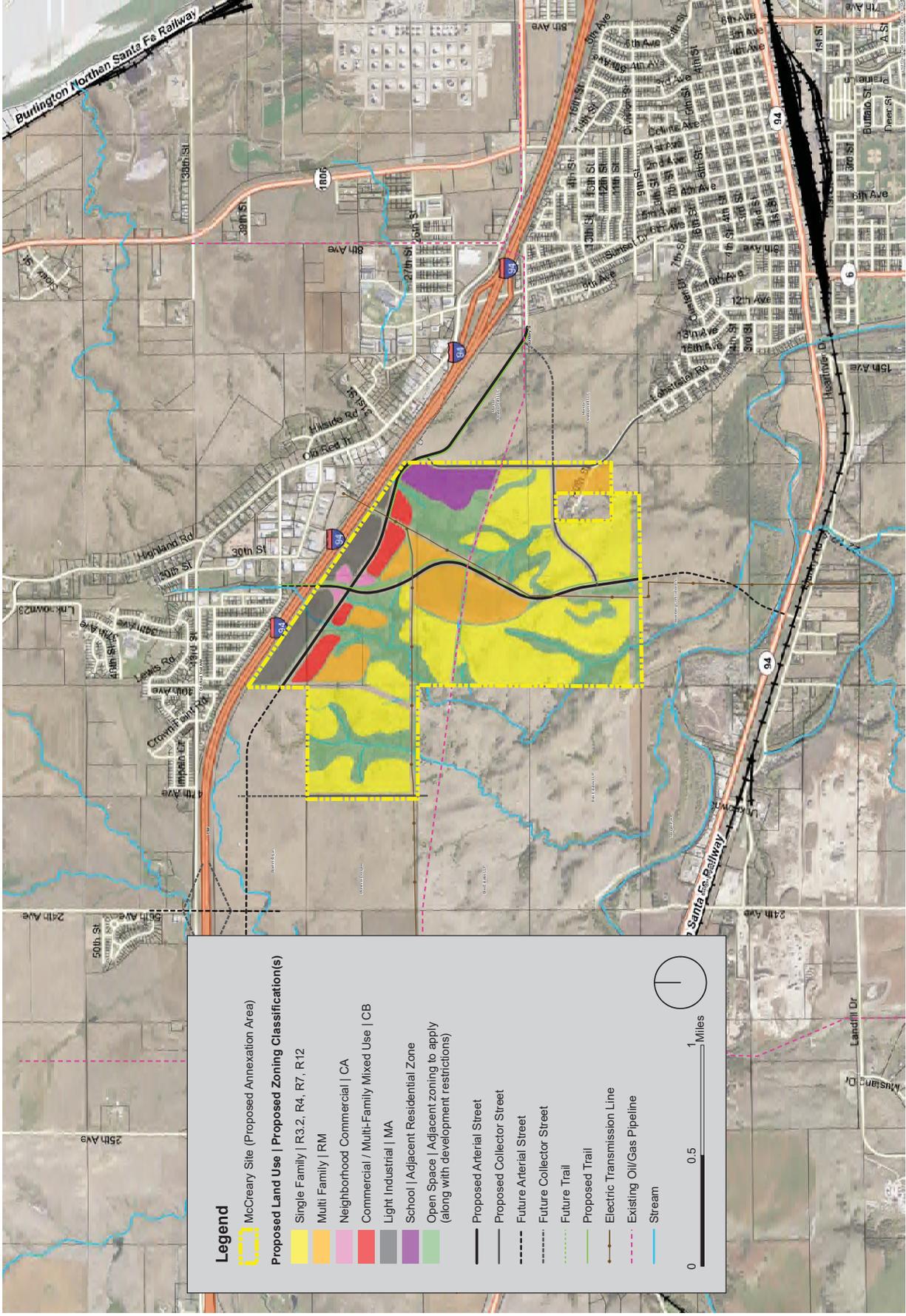
McCreary Site (Proposed Annexation Area)

Proposed Land Use | Proposed Zoning Classification(s)

- Single Family | R3.2, R4, R7, R12, MH
- Multi Family | RM, MH
- Neighborhood Commercial | CA
- Commercial / Multi-Family Mixed Use | CB
- Light Industrial | MA
- School | Adjacent Residential Zone
- Open Space | Adjacent Zoning to Apply (along with development restrictions)

Infrastructure

- Proposed Arterial Street
- Proposed Collector Street
- Future Arterial Street
- Future Collector Street
- Future Trail
- Proposed Trail
- Electric Transmission Line
- Existing Oil/Gas Pipeline
- 5' Contour
- 25' Contour
- Stream

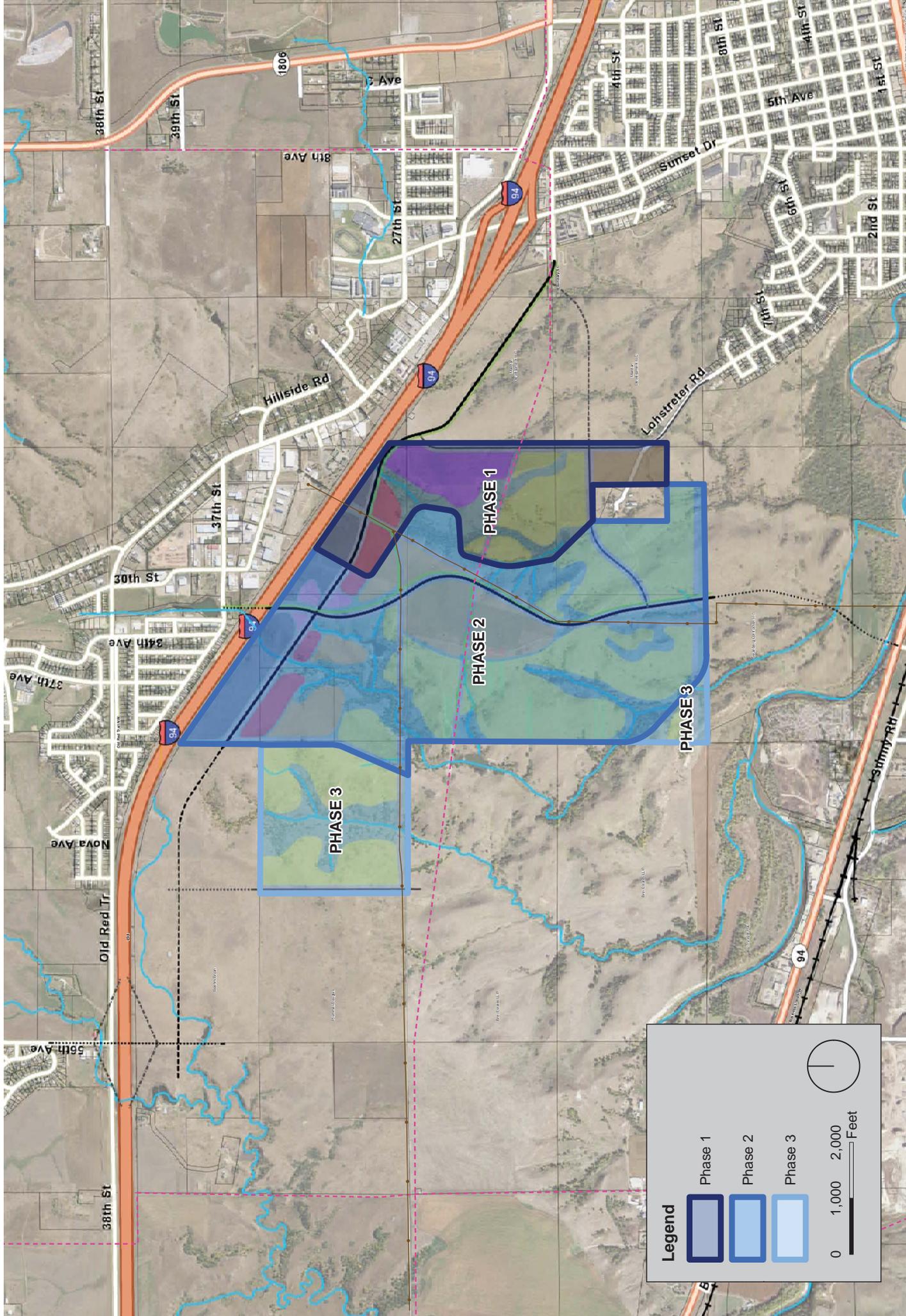


McCreary Master Plan - Vicinity

JMAC Resources
Mandan, ND

May 30, 2019





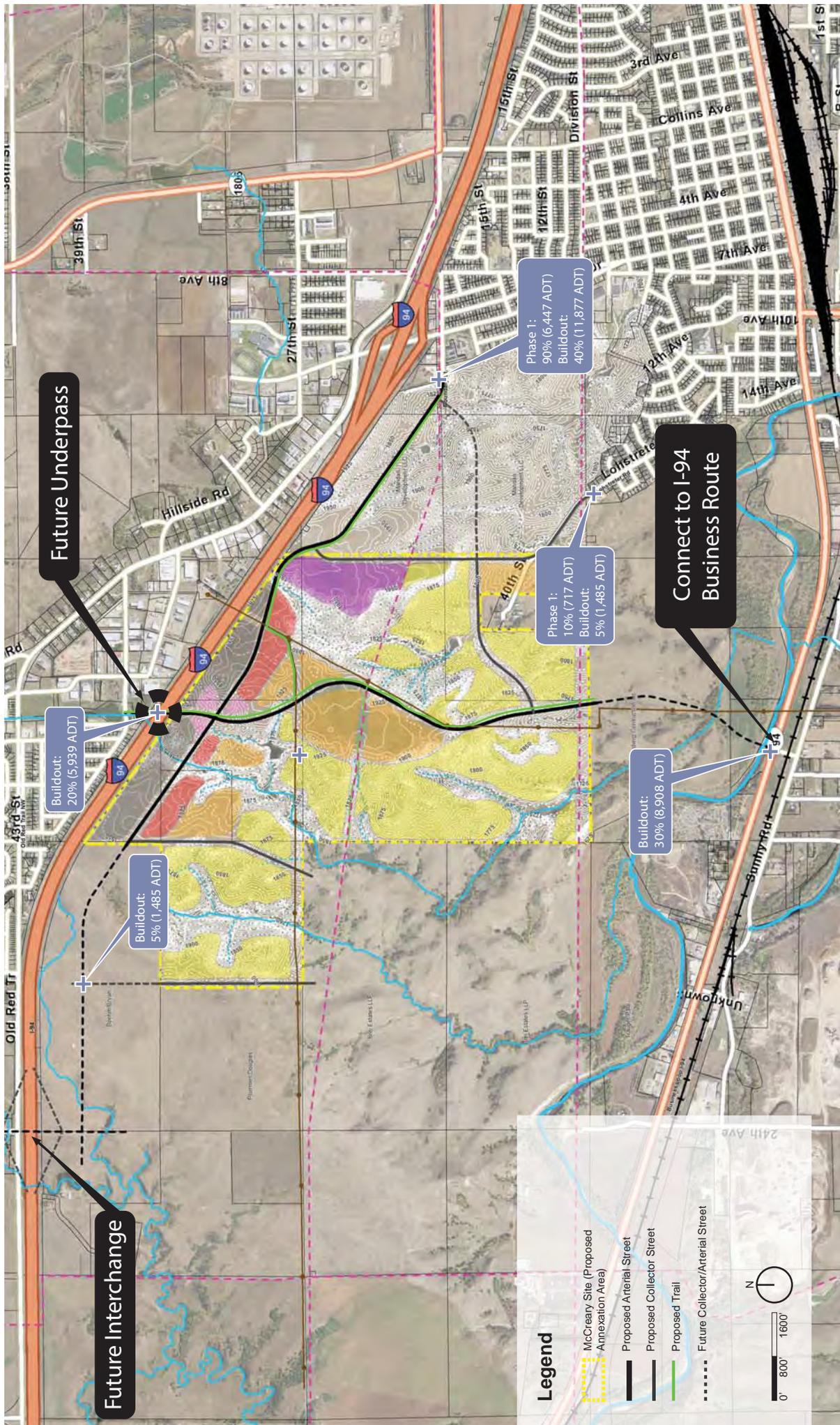
Legend

- Phase 1
- Phase 2
- Phase 3

0 1,000 2,000 Feet



McCreary Master Plan

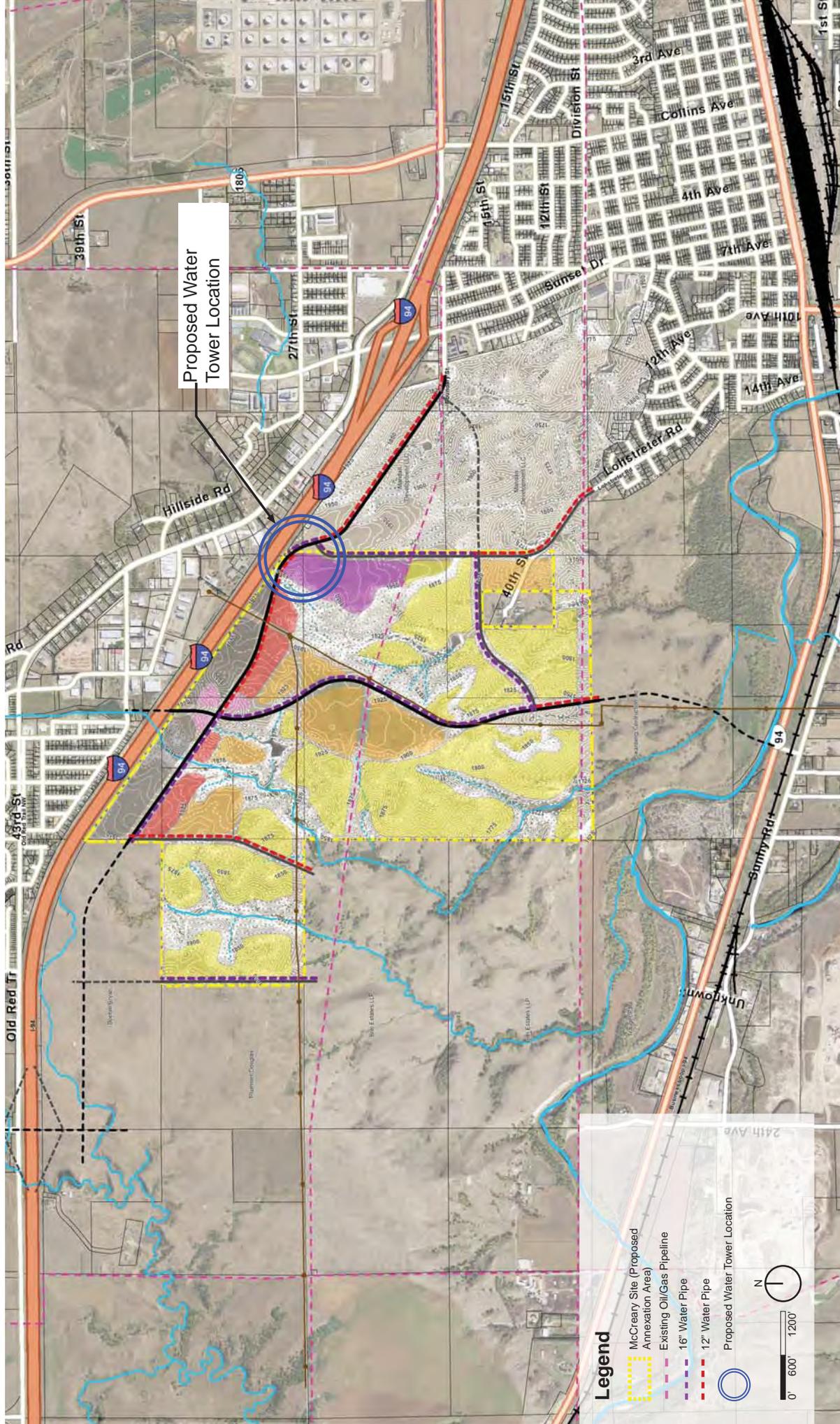


McCreary Transportation Plan

JMAC Resources
Mandan, ND

May 21, 2019





Proposed Water Tower Location

Legend

- McCreary Site (Proposed Annexation Area)
- Existing Oil/Gas Pipeline
- 16" Water Pipe
- 12" Water Pipe
- Proposed Water Tower Location

0' 600' 1200'

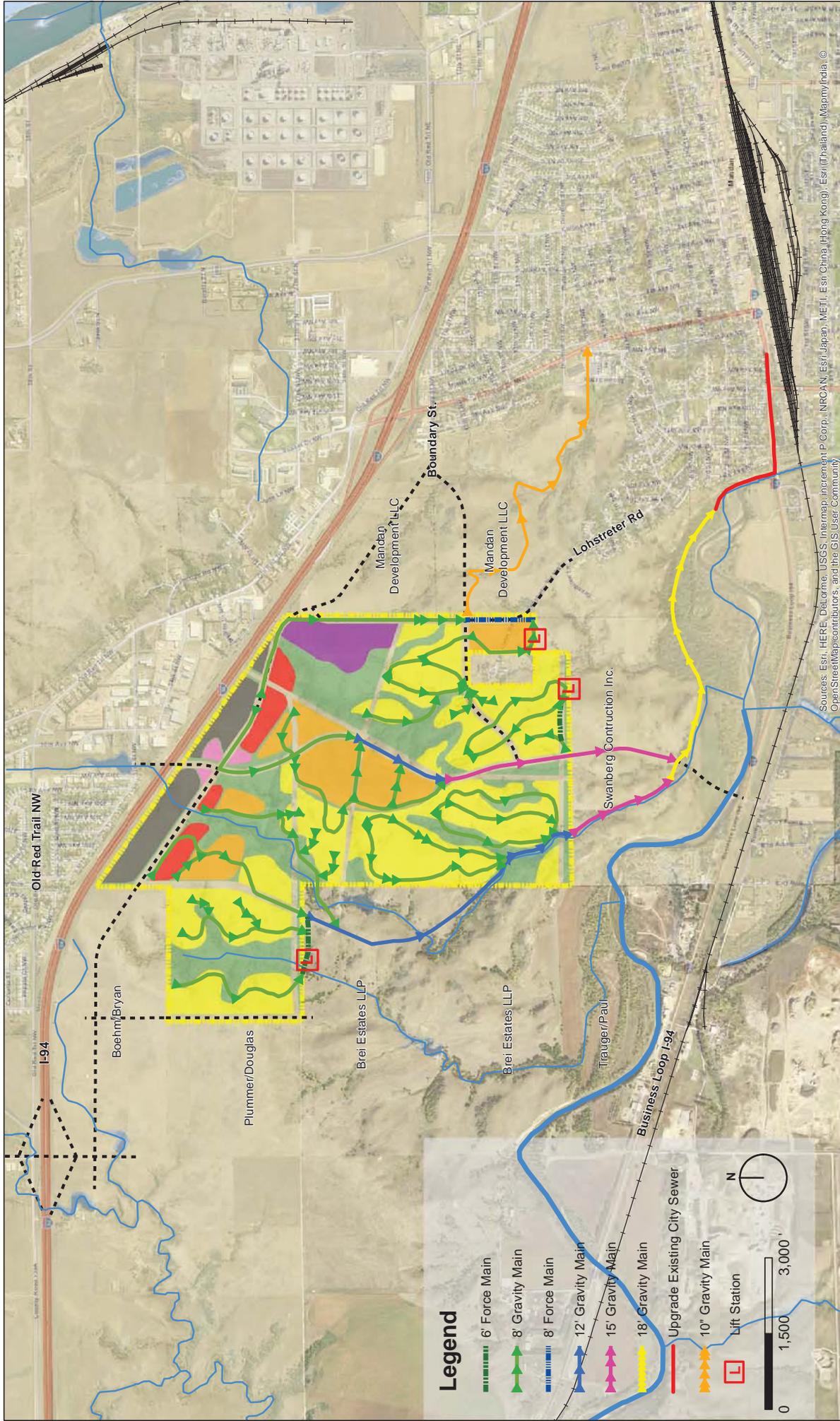
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McCreary Water Supply Plan

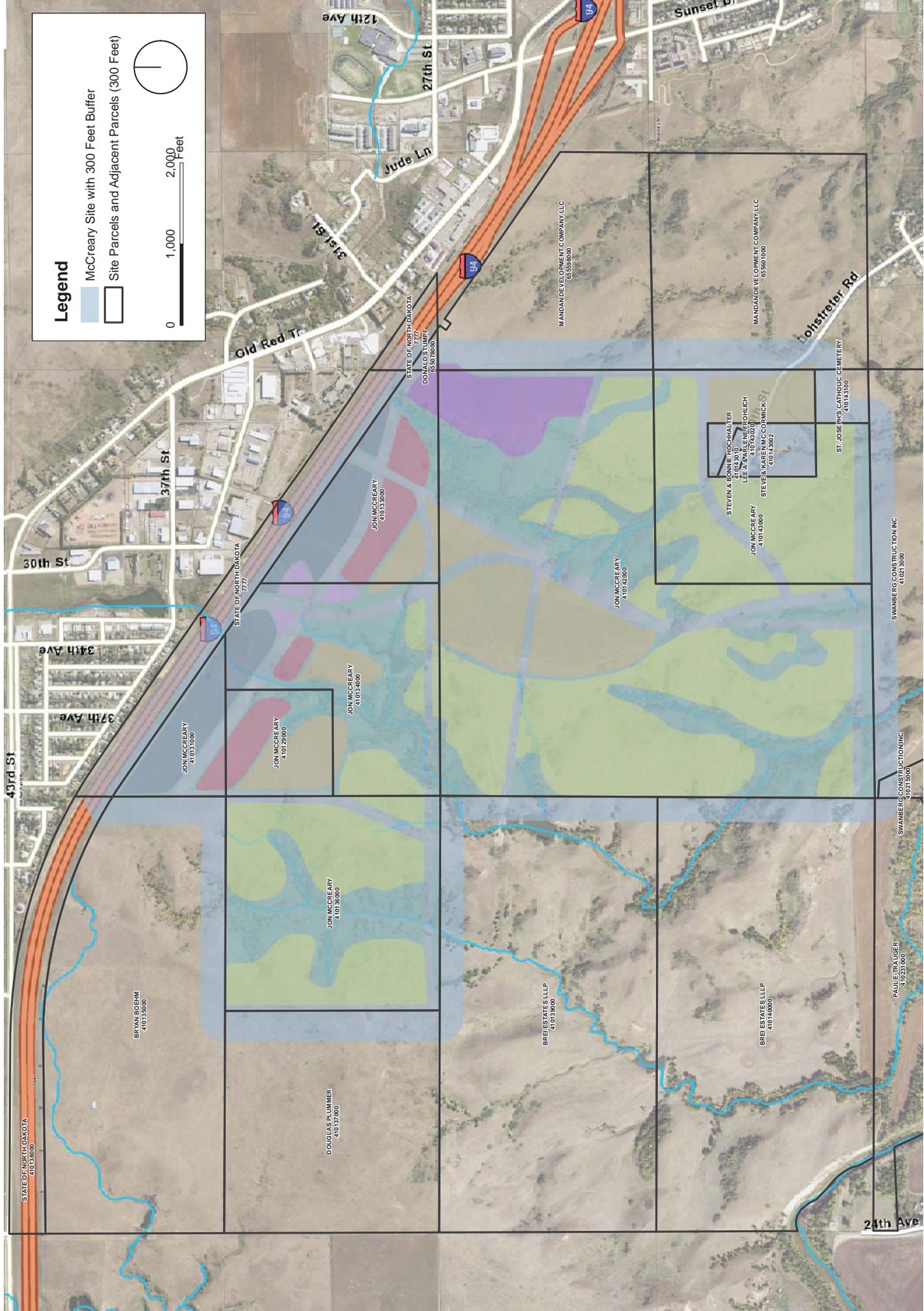
JMAC Resources
Mandan, ND

May 21, 2019





Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



McCreary Master Plan

JMAC Resources
Mandan, ND



May 30, 2019

McCreary Masterplan

Other comments from those not in attendance:

William Hanley, WBI Energy - WBI Energy Transmission Inc., owns and operates the high pressure natural gas pipelines in the Meadow Ridge Masterplan, in Section 22, T139N, R81W and in the McCreary Masterplan, in Section 19,20, T139N, R81W in Morton County, North Dakota. Below is easement criteria, this is to keep the WBI's easement clear to maintain the pipeline that is placed in the area of plat and zone changes. The Meadow Ridge Masterplan has a 33-foot, either side of the centerline of that pipeline instead of 25-foot and stated below. McCreary Masterplan, in Section 19,20 has two pipelines that placed parallel, in that case 25-foot either side of pipelines. I have been in communication with personal working on Meadow Ridge, have not talked anybody with the McCreary project. Yes, with the short notice, I will not be able to attend the pre-planning meeting. Please pass the easement restrictions to the engineering personal for each projects. WBI Energy Transmission Inc., requests that the wording of the Criteria for WBI Energy Easements be placed on each plat, our hope is that, this will help the developer to keep the pipeline easement clear.

Criteria on WBI Energy deeded property:

No activity without approval of WBI Energy.

Criteria for WBI Energy easements:

- 1. No fencing, trees, shrubs, rocks, or boulders, shall be allowed within 25 feet of our pipeline facilities.*
- 2. No utility or other parallel encroachments are allowed within 25 feet of our pipeline facilities.*
- 3. Any proposed equipment crossings must have WBI Energy prior approval.*
- 4. No structures, either permanent or temporary are allowed within 25 feet of our pipeline facilities.*
- 5. Any proposed grading, ground disturbance, paving, cement and, or utility installation, within 25 feet of our pipeline facilities, must have written approval of WBI ENERGY TRANSMISSION INC.*
- 6. Any proposed water drainage re-routes or retention ponds over or within 25 feet of WBI Energy facilities must have prior approval of WBI ENERGY TRANSMISSION INC.*

Morton County Comments

Morton County Planning and Zoning

- 1) Portions of the area encompassed by the master plan already experience issues of slope slumping. It is recommended that City of Mandan require geotechnical analysis as a component of any major subdivision plat applications that would come forward in this area, in the interest of public safety.
- 2) Sanitary sewer and storm sewer lines “downstream” of the proposed development already experience capacity issues. The impacts of the proposed subdivision should be understood to extend to existing and/or proposed trunk sewer lines (i.e. the line running along Sunset or the line that would be proposed to cross I-94 and run east down Old Red Trail).
- 3) Due to the terrain of the proposed area, infrastructure costs will be significantly higher, compared to flatter areas. It is recommended the City not absorb the infrastructure costs associated with the proposed development.

Natalie Pierce, Director of Planning and Zoning

- 1) Infrastructure concerns aside, generally the layout of the master plan looks adequate. One thing that sticks out is that the high school is almost completely isolated from residential areas – which would preclude walking or biking to school.
- 2) I support the incorporation of greenspace throughout the development rather than the strip along I-94 that is proposed in the future land use plan. This arrangement will provide stormwater facilities, and opportunities for trails and local parks.
- 3) The arrangement of commercial, neighborhood commercial and light industrial zones (mirroring the industrial uses on the north side of I-94). Although the width of the light industrial zone seems somewhat narrow and may limit the uses that could locate there. If the expectation is for uses like self-storage, this layout looks good.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 5, 2019
SUBMITTING DEPARTMENT: Public Works - Utility
DEPARTMENT DIRECTOR: Mitch L. Bitz
PRESENTER: Mitch L. Bitz Director of Public Works
SUBJECT: Request to amend the 2019 Utility budget to allow for the purchase of private fire hydrant flags

STATEMENT/PURPOSE: Request to amend the 2019 Utility budget to allow for the purchase of private fire hydrant flags

BACKGROUND/ALTERNATIVES: Public Works staff in conjunction with the engineering and fire departments have identified approximately 130 private fire hydrants within the City of Mandan. Within the City of Mandan, we do allow developers to install private infrastructure such as fire hydrants, along with these installations, the property owners remain responsible for perpetual maintenance and operation. In order to ensure that these hydrants are easily located in an emergency and equally, if not more importantly that the private hydrants are operationally maintained, we have determined it is necessary to physically mark and clearly identify these hydrants much like the public hydrants with the Red markers. There is often confusion as to which hydrants are private and which ones are publicly owned and operated. As a means to easily locate and identify these hydrants, we recommend purchasing Blue fire hydrant flags with wording indicating the hydrant is private. Public Works crews will physically install the flags, and going forward, the Fire Department will then ensure the property owners are maintaining the hydrants as part of the annual fire inspection process.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Request to amend the 2019 Utility budget to allow for the purchase of private fire hydrant flags

Page 2 of 2

ATTACHMENTS:



FISCAL IMPACT: Waterline Maintenance Department account code 601.660.62114
Flags are approximately \$28 per flag, we plan to purchase 150 flags for a grand total of \$4,200

STAFF IMPACT: PW Staff will install flags as time and weather allows during 2019 and 2020

LEGAL REVIEW: All documents have been sent to the city attorney for review.

RECOMMENDATION: I recommend approval of the Utility Department budget amendment request to allow for the private fire hydrant flags

SUGGESTED MOTION: I move to approve the Utility Department budget amendment request to allow for the private fire hydrant flags as presented



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 10, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider approval of Minor Plat for Replat of Lots 23 & 24, Block 3, Developer's West Acres minor plat

STATEMENT/PURPOSE: Consider approval of Minor Plat for Replat of Lots 23 & 24, Block 3, Developer's West Acres

BACKGROUND/ALTERNATIVES: The property owners are seeking to combine two lots in their neighborhood into one for the purposes of residential building expansion. This would allow the property owners to encroach into the vacant lot that is used as their side yard. There are other properties in the neighborhood who are utilizing two lots for their single-family dwelling.

The only condition that staff identified through this consolidation was to remove the water stub that is in-ground to serve the now vacant lot. These stubs, when not utilized, are likely to leak if water is not circulated through them via a connection. These leaks are a significant cost to the City and burden on the neighborhood when water needs to be shut off in order to conduct repairs.

Exhibit 1 shows the structure placement currently on the two lots. Exhibit 2 shows the minor plat.

ATTACHMENTS:

Exhibit 1 – Structures located on the two existing lots
Exhibit 2 – Replat of Lots 23 & 24, Block 3, Developer's West Acres Minor Plat

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Consider approval of Minor Plat for Replat of Lots 23 & 24, Block 3,
Developer's West Acres minor plat

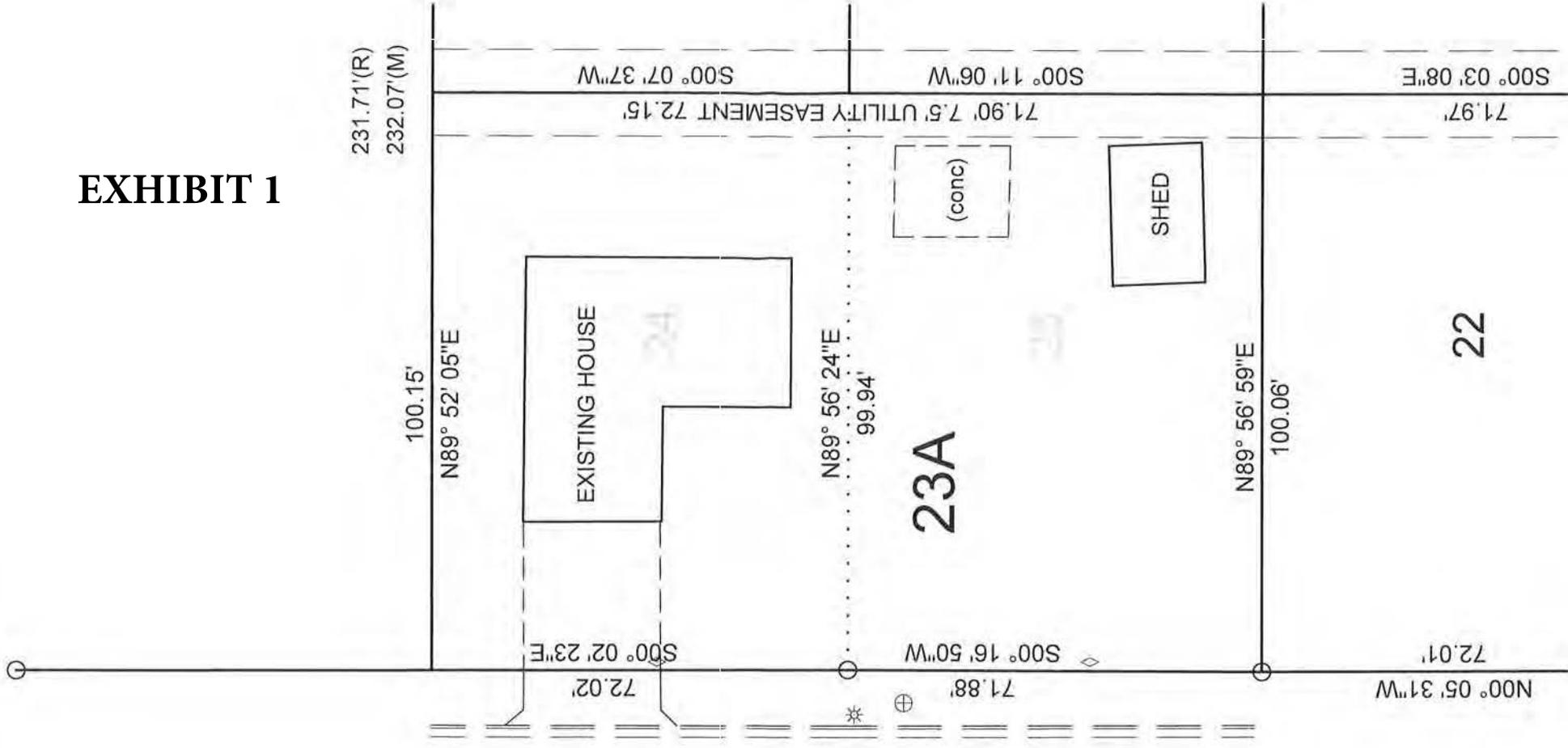
Page 2 of 2

LEGAL REVIEW: This document has been forwarded to Attorney Brown as part of the agenda packet.

RECOMMENDATION: The Engineering and Planning Department recommend approval of the Minor Plat as shown in Exhibit 2 subject to the removal of the in-ground water stub intended to serve Lot 23, Block 3 Developer's West Acres.

SUGGESTED MOTION: I recommend approval of the Minor Plat as shown in Exhibit 2 subject to the removal of the in-ground water stub intended to serve Lot 23, Block 3 Developer's West Acres.

EXHIBIT 1

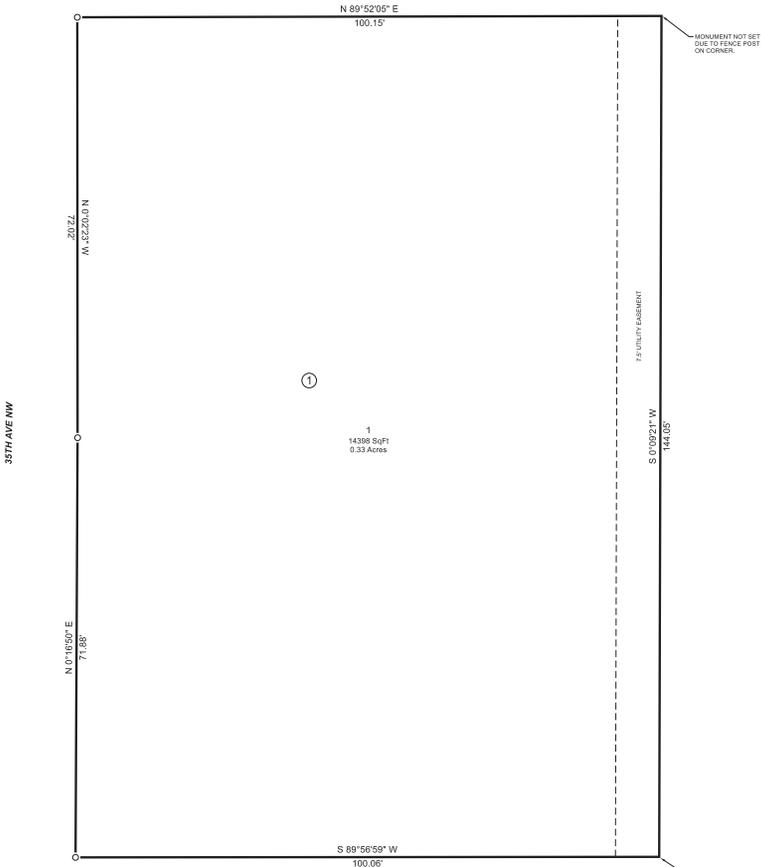


35TH AVENUE NW

EXHIBIT 2

REPLAT OF LOTS 23 & 24, BLOCK 3, DEVELOPER'S WEST ACRES

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 ALL OF LOTS 23 & 24, BLOCK 3, DEVELOPER'S WEST ACRES OF THE NW1/4 OF SECTION 17, T139N-R81W OF THE CITY OF
 MANDAN, MORTON COUNTY, NORTH DAKOTA



9-10-2019
 0 10' 20'
 HORIZ. DATUM: NAD83
 VERT. DATUM: NAVD88

LEGEND
 ○ FOUND REBAR MONUMENT
 ● SET REBAR MONUMENT

DESCRIPTION OF PROPERTY
 ALL OF LOTS 23 & 24, BLOCK 3, DEVELOPER'S WEST ACRES OF THE NW1/4 OF SECTION 17, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINING 14401.50 FT (0.33 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE
 I, MARK R. ISAACS, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 8628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT. FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDRETHS THEREOF AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF. FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

STATE OF NORTH DAKOTA)
) SS
 COUNTY OF MORTON)

ON THIS ____ DAY OF _____, 2019, THERE APPEARED BEFORE ME MARK R. ISAACS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE, AND DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

HARVEY SCHNEIDER
 NOTARY PUBLIC, NORTH DAKOTA

OWNER'S CERTIFICATE OF DEDICATION
 WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

CHARLES KOPP) JEANNIE JACOBS-KOPP
 SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2019.
 _____ NOTARY PUBLIC
 _____ COUNTY,
 MY COMMISSION EXPIRES: _____

APPROVAL OF BOARD OF CITY COMMISSIONERS
 THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS ____ DAY OF _____, 2019.

JIM NEUBAUER - CITY ADMINISTRATOR) TM HELBLING - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

I, JUSTIN FROSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "REPLAT OF LOTS 23 & 24, BLOCK 3, DEVELOPER'S WEST ACRES" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FROSETH, PE

OWNER:
 CHARLES KOPP & JEANNIE JACOBS-KOPP
 4018 35TH AVE NW
 MANDAN, ND 58554

BASIS OF BEARING:
 NORTH BOUNDARY LINE LOT 24
 NORTH BY 52° 00' EAST

NOTES:
 1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.

AUDITOR'S OFFICE, MORTON CO., ND.
 DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTRUMENTS OF SPECIAL ASSESSMENTS, PAID AND TRANSFER ACCEPTED.

DAWN R. RHONE, COUNTY AUDITOR
 BY _____ DEPUTY

APPROVED BY COUNTY AUDITOR'S OFFICE
 DAWN R. RHONE, AUDITOR

BY _____ DEPUTY
 DATE: _____

TOMAN ENGINEERING COMPANY
 501 1st Street NW, Mandan, ND 58554
 Phone: 701-663-6483 | Fax: 701-663-0923

REPLAT OF LOTS 23 & 24, BLOCK 3, DEVELOPER'S WEST ACRES



Consent No. 4

PROCLAMATION

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

WHEREAS, Workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, In this spirit the city of Mandan is recognizing National Disability Employment Awareness Month this **October** to raise awareness about disability employment issues and to celebrate the many and varied contributions of people with disabilities; and

WHEREAS, Activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Mandan’s commitment to an inclusive community.

NOW THEREFORE, I, TIMOTHY A. HELBLING, President of the Board of City Commissioners of the City of Mandan, do hereby proclaim October 2019 as National Disability Employment Awareness Month. In so doing, I call upon employers, schools, and other community organizations in Mandan to observe this month with appropriate programs and activities, and to advance its important message that people with disabilities are equal to the task throughout the years.

Dated this 17th day of September, 2019.

Timothy A. Helbling,
President,
Board of City Commissioners

Attest:

James Neubauer City Administrator





GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Mule Deer Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <u>Prairie Patriot Firearms & training</u>			
Street <u>3930 Memorial Hwy</u>	City <u>Mandan</u>	ZIP Code <u>58554</u>	County <u>Morton</u>
Beginning Date(s) Authorized <u>10/10/19</u>	Ending Date(s) Authorized <u>10/10/19</u>	Number of twenty-one tables if zero, enter "0": <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Training Room/Retail floor</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <u>10/10/19</u>			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) <i>Joseph M Severson</i>		Site Name <i>Prairie Path of Firearms</i>		Site Phone Number <i>701.712.8600</i>	
Site Address <i>3930 Memorial Hwy</i>		City <i>Mandan</i>	State <i>ND</i>	Zip Code <i>58554</i>	County <i>Morton</i>
Organization (Lessee) <i>Mule Deer Foundation</i>			Rental Period <i>10/10/19 to 10/10/19</i>		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device <input type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices _____ No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
Total Monthly Rent					\$ <i>0</i>
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.			<input checked="" type="checkbox"/>		
TERMS OF RENTAL AGREEMENT:					
This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.					
The LESSOR agrees that no game will be directly operated as part of the lessor's business.					
The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.					
The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.					
If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.					
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.					
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.					
At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.					
Signature of Lessor <i>[Signature]</i>		Title <i>Owner</i>		Date <i>9.05.19.</i>	
Signature of Lessee <i>[Signature]</i>		Title <i>President/CEO</i>		Date <i>2-19-19</i>	

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: Sept. 17, 2019
PREPARATION DATE: Sept. 12, 2019
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber
PRESENTER: Ellen Huber, Business Development & Communications Department
SUBJECT: Request for Flex PACE letter of support by Shawn's Repair, LLC

STATEMENT/PURPOSE: Consider providing a letter of support to the N.D. Opportunity Fund (NDOF) loan committee for a loan to finance an expansion project by Shawn's Repair, LLC.

BACKGROUND/ALTERNATIVES: Mandan is part of a consortium of 38 North Dakota municipalities that received funding from the U.S. Treasury Department for a loan participation program marketed as the N.D. Opportunity Fund (NDOF). The NDOF loan committee will consider applications for repayable loans for the required community share of an interest buydown. The interest buydowns are made available through the Bank of North Dakota (BND) PACE and Flex PACE programs. The loan committee needs to receive documentation of community support for use of an interest buydown to assist the particular business or project. A letter from a city commission confirms that a business project provides community benefit and has the support of the governing entity.

Shawn Lunstad, owner of Shawn's Repair, LLC, owns shop condo units on Riverwood Ave SE in Mandan where he operates a complete auto service and repair center. He is seeking to purchase a bigger space right next to his shop, and to remove walls in order to combine the shop space and expand his business.

Lunstad is seeking to reduce the interest rate on a \$550,000 loan to add an approximate 5,000 sf shop to his current shop. Based on a sample BND buydown schedule, the required 35 percent community match is estimated at \$19,008.67. He plans to seek this amount as a repayable loan from the NDOF.

ATTACHMENTS: 1) Shawn's Repair Flex PACE request 2) Proposed letter of support.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Consider providing a Flex PACE letter of Support by Shawn's Repair, LLC

Page 2 of 5

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal

LEGAL REVIEW: All information has been submitted to Attorney Brown for review.

RECOMMENDATION: I recommend the City Commission provide a letter of support regarding an interest buydown for Shawn Lunstad to accommodate an expansion by Shawn's Repair, LLC.

SUGGESTED MOTION: I move to approve providing a letter of support regarding an interest buydown for Shawn Lunstad to accommodate an expansion by Shawn's Repair, LLC.

Shawn's Repair, LLC

Business Description

Shawn's Repair, LLC is a complete auto service and repair center that provides Mandan and surrounding areas with honest, fair-priced service and repairs for all makes and models of vehicles, whether they are foreign or domestic, we work on them all. We have a combined 45 years of experience in the auto repair industry. We perform all major and minor auto repairs on vehicles and pride ourselves on being honest and straight forward with all customers. The repairs are performed by technicians who are ASE certified. Shawn's Repair, LLC is 100% owned by Shawn Lunstad. Shawn was born and raised in Mandan and lived here his whole life. Shawn's Repair, LLC was established January 1st 2006 and has always been proudly located in Mandan.

Project Description

I am expanding the business because I have outgrown the current space that I occupy. I have been turning away many customers because the current shop space cannot facilitate any more work than we are currently doing. There is 5000 sq ft of additional shop space for sale next to the current shop space I own and occupy. This makes it very easy and convenient to add space to the existing space I already own and occupy. After purchase is complete, I plan to remove walls to combine the shop space and expand my business. The total cost of the expansion is \$550,000. The proceeds of the loan are being used for the purchase of the 4 new shop condo units next to my current business location. The address of the current shop condo units that I already own and occupy are 160, 162, 172, & 174 Riverwood Ave SE in Mandan. The new shop condo units that I am purchasing are 164, 166, 176, 178 Riverwood Ave SE in Mandan.

Community Benefits

Shawn's Repair, LLC employs three full-time employees now and plans to hire two more full-time employees after the expansion is complete. I plan to add more employees as time and need for more arise as Shawn's Repair, LLC continues to grow. As Shawn's Repair, LLC grows the community will benefit from increased sales tax and state income tax revenue. There will be employment opportunities for the citizens of Mandan. Shawn's Repair, LLC has a very large loyal clientele that is on the rise daily. Our customer base is not limited to Mandan, as people from surrounding communities come to Mandan for our auto repair services. This expansion will allow Shawn's Repair, LLC to be able to grow with the community, provide jobs, increase tax revenue, and continue to provide quality, fair-priced, honest auto repairs to the residents of the city of Mandan and surrounding areas.

Thank you for your time and consideration. I look forward to continuing to serve the community of Mandan for many years to come.

Sincerely,

Shawn Lunstad, Owner/President Shawn's Repair, LLC

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Consider providing a Flex PACE letter of Support by Shawn's Repair, LLC

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CORNERSTONE BANK

9/11/19

RE: Shawn Lunstad

To: City of Mandan

Shawn Lunstad has been pre-approved for a \$550,000 shop loan purchase at the address provided at 164, 166, 176, & 178 Riverwood Dr. Mandan, ND. His credit is good and income is stable. This pre-approval is based on the information that Shawn has provided which is subject to verification and final underwriting. The loan has been approved by Cornerstone Bank and has been forwarded on to Bank of ND for review and approval for Flex Pace and have verbal approval of commitment.

This pre-approval may be withdrawn if there are substantial changes to the verified information, such as a change of employment, significant increase in debt, etc. Please contact me prior to any significant changes or adjustments. 701-751-4607.

Sincerely,

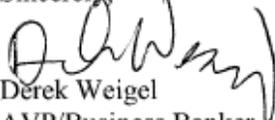

Derek Weigel
AVP/Business Banker
Cornerstone Bank

Exhibit A: Shawn's Repair

LOAN TYPE: Flex PACE
 LOAN NUMBER:
 LEAD BANK:
 BND BUYDOWN AMOUNT:
 COMMUNITY BUYDOWN AMOUNT:
 PRESENT VALUE BND:
 CREATED DATE:

\$55,549.58
 \$36,107.26
 \$19,442.32
 \$35,301.91
 \$19,008.67
 9/12/2019

Loan without buydown

PRINCIPAL: \$550,000.00
 YIELD RATE: 4.509
 AMORTIZATION (MONTHS): 216
 PAYMENT: \$3,741.65

Period	Payment	Principal	Interest	Balance
1	53,741.65	\$1,606.14	\$2,135.51	\$548,393.86
2	53,741.65	\$1,681.06	\$2,060.59	\$546,712.80
3	53,741.65	\$1,618.90	\$2,122.75	\$545,093.90
4	53,741.65	\$1,625.19	\$2,116.46	\$543,468.71
5	53,741.65	\$1,767.64	\$1,974.01	\$541,701.07
6	53,741.65	\$1,638.36	\$2,103.29	\$540,062.71
7	53,741.65	\$1,712.36	\$2,029.29	\$538,350.35
8	53,741.65	\$1,651.37	\$2,090.28	\$536,698.98
9	53,741.65	\$1,725.00	\$2,016.65	\$534,973.98
10	53,741.65	\$1,664.48	\$2,077.17	\$533,309.50
11	53,741.65	\$1,670.94	\$2,070.71	\$531,638.56
12	53,741.65	\$1,744.02	\$1,997.63	\$529,894.54
13	53,741.65	\$1,684.20	\$2,057.45	\$528,210.34
14	53,741.65	\$1,756.90	\$1,984.75	\$526,453.44
15	53,741.65	\$1,697.56	\$2,044.09	\$524,755.88
16	53,741.65	\$1,704.15	\$2,037.50	\$523,051.73
17	53,741.65	\$1,907.31	\$1,834.34	\$521,144.42
18	53,741.65	\$1,718.18	\$2,023.47	\$519,426.24
19	53,741.65	\$1,789.91	\$1,951.74	\$517,636.33
20	53,741.65	\$1,731.80	\$2,009.85	\$515,904.53
21	53,741.65	\$1,803.14	\$1,938.51	\$514,101.39
22	53,741.65	\$1,745.52	\$1,996.13	\$512,355.87
23	53,741.65	\$1,752.30	\$1,989.35	\$510,603.57
24	53,741.65	\$1,823.06	\$1,918.59	\$508,780.51
25	53,741.65	\$1,766.18	\$1,975.47	\$507,014.33
26	53,741.65	\$1,836.54	\$1,905.11	\$505,177.79
27	53,741.65	\$1,780.17	\$1,961.48	\$503,397.62
28	53,741.65	\$1,787.08	\$1,954.57	\$501,610.54
29	53,741.65	\$1,982.50	\$1,759.15	\$499,626.04
30	53,741.65	\$1,801.72	\$1,939.93	\$497,826.32
31	53,741.65	\$1,871.07	\$1,870.58	\$495,955.25
32	53,741.65	\$1,815.98	\$1,925.67	\$494,139.27
33	53,741.65	\$1,884.92	\$1,856.73	\$492,254.35
34	53,741.65	\$1,830.35	\$1,911.30	\$490,424.00
35	53,741.65	\$1,837.46	\$1,904.19	\$488,586.54
36	53,741.65	\$1,905.79	\$1,835.86	\$486,680.75
				\$134,699.40
				\$63,319.25
				\$71,380.15

Loan with buydown

PRINCIPAL: \$550,000.00
 BORROWING RATE: 1.00
 AMORTIZATION (MONTHS): 216

Period	Payment	Principal	Interest	Balance	Interest Buydown	BND (65.00%)	Community (35.00%)
1	\$2,079.75	\$1,606.14	\$473.61	\$548,393.86	\$1,661.90	\$1,080.24	\$581.66
2	\$2,138.05	\$1,681.06	\$456.99	\$546,712.80	\$1,603.60	\$1,042.34	\$561.26
3	\$2,089.68	\$1,618.90	\$470.78	\$545,093.90	\$1,651.97	\$1,073.78	\$578.19
4	\$2,094.58	\$1,625.19	\$469.39	\$543,468.71	\$1,647.07	\$1,070.60	\$576.47
5	\$2,205.43	\$1,767.64	\$437.79	\$541,701.07	\$1,536.22	\$998.54	\$537.68
6	\$2,104.82	\$1,638.36	\$466.46	\$540,062.71	\$1,636.83	\$1,063.94	\$572.89
7	\$2,114.41	\$1,712.36	\$450.05	\$538,350.35	\$1,579.24	\$1,026.51	\$552.73
8	\$2,145.95	\$1,651.37	\$463.58	\$536,698.98	\$1,626.70	\$1,057.35	\$569.34
9	\$2,125.25	\$1,725.00	\$447.25	\$534,973.98	\$1,569.40	\$1,020.11	\$549.29
10	\$2,125.15	\$1,664.48	\$460.67	\$533,309.50	\$1,616.50	\$1,050.72	\$565.78
11	\$2,130.18	\$1,670.94	\$459.24	\$531,638.56	\$1,611.47	\$1,047.46	\$564.01
12	\$2,187.05	\$1,744.02	\$443.03	\$529,894.54	\$1,554.60	\$1,010.49	\$544.11
13	\$2,140.50	\$1,684.20	\$456.30	\$528,210.34	\$1,601.15	\$1,040.75	\$560.40
14	\$2,197.08	\$1,756.90	\$440.18	\$526,453.44	\$1,544.57	\$1,003.97	\$540.60
15	\$2,150.90	\$1,697.56	\$453.34	\$524,755.88	\$1,590.75	\$1,033.99	\$556.76
16	\$2,156.02	\$1,704.15	\$451.87	\$523,051.73	\$1,585.63	\$1,030.66	\$554.97
17	\$2,314.13	\$1,907.31	\$408.82	\$521,144.42	\$1,427.52	\$927.89	\$499.63
18	\$2,166.94	\$1,718.18	\$448.76	\$519,426.24	\$1,574.71	\$1,023.56	\$551.15
19	\$2,222.76	\$1,789.91	\$437.85	\$517,636.33	\$1,518.89	\$987.28	\$531.61
20	\$2,177.54	\$1,731.80	\$446.74	\$515,904.53	\$1,564.11	\$1,016.67	\$547.44
21	\$2,233.06	\$1,803.14	\$429.92	\$514,101.39	\$1,508.59	\$980.58	\$528.01
22	\$2,188.22	\$1,745.52	\$442.70	\$512,355.87	\$1,553.43	\$1,009.73	\$543.70
23	\$2,193.50	\$1,752.30	\$441.20	\$510,603.57	\$1,546.15	\$1,006.30	\$541.85
24	\$2,248.36	\$1,823.06	\$425.50	\$508,780.51	\$1,493.09	\$970.51	\$522.58
25	\$2,204.30	\$1,766.18	\$438.12	\$507,014.33	\$1,537.35	\$999.28	\$538.07
26	\$2,259.05	\$1,836.54	\$422.51	\$505,177.79	\$1,482.60	\$963.69	\$518.91
27	\$2,215.18	\$1,780.17	\$435.01	\$503,397.62	\$1,526.47	\$992.21	\$534.26
28	\$2,220.56	\$1,787.08	\$433.48	\$501,610.54	\$1,521.09	\$988.71	\$532.38
29	\$2,372.64	\$1,982.50	\$390.14	\$499,626.04	\$1,365.01	\$889.86	\$479.15
30	\$2,231.96	\$1,801.72	\$430.24	\$497,826.32	\$1,509.69	\$981.30	\$528.39
31	\$2,285.92	\$1,871.07	\$414.85	\$495,955.25	\$1,455.73	\$946.22	\$509.51
32	\$2,240.05	\$1,815.98	\$427.07	\$494,139.27	\$1,498.60	\$974.09	\$524.51
33	\$2,296.70	\$1,884.92	\$411.78	\$492,254.35	\$1,444.95	\$939.22	\$505.73
34	\$2,254.24	\$1,830.35	\$423.89	\$490,424.00	\$1,487.41	\$966.82	\$520.59
35	\$2,259.77	\$1,837.46	\$422.31	\$488,586.54	\$1,481.88	\$963.22	\$518.66
36	\$2,313.94	\$1,905.79	\$407.15	\$486,680.75	\$1,426.71	\$928.66	\$500.05
				\$79,149.82	\$63,319.25	\$15,830.57	\$19,442.32

NOTE: The borrower and originating lender should be aware that the fund will provide a set stream of subsidy payments (interest buydown) based upon the payment schedule below. The amount of the borrower's payment, the amortization and all other terms of the loan shall be governed by the promissory note.
 The balances shown here, other than the specific buydown amounts, are intended for illustrative purposes only.



Sept. 17, 2019

Dear NDOF Loan Committee,

Please accept this letter as evidence of support by the Mandan City Commission for a NDOF loan to Shawn's Repair, LLC, for the community share of a proposed interest buydown through the Bank of North Dakota Flex PACE program.

As one of 38 participating municipalities involved in creating the NDOF, the City of Mandan has appreciated the role of the revolving loan fund in filling gaps and leveraging private financing to help new and expanding businesses attain needed loans. The City of Mandan's Growth Fund currently has a relatively low balance of uncommitted funds. We are striving to reserve these scarce funds for economic and community development programs and anticipated projects that justify a forgivable or no-interest loan. Thus we ask that you favorably consider the application by Shawn's Repair, LLC.

Shawn Lunstad, owner of Shawn's Repair, LLC, owns shop condo units on Riverwood Ave SE in Mandan where he operates a complete auto service and repair center. He is seeking to purchase a bigger space right next to his shop, and to remove walls in order to combine the shop space and expand his business.

Lunstad is seeking to reduce the interest rate on a \$550,000 loan to add an approximate 5,000 sf shop to his current shop. Based on a sample BND buydown schedule, the required 35 percent community match is estimated at \$19,008.67. He plans to seek this amount as a repayable loan from the NDOF.

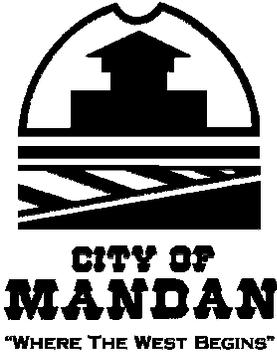
The Mandan City Commission supports the use of the NDOF to reduce borrowing costs on a loan because it allows for the expansion of Shawn's Repair, LLC, the addition of two or more full-time employees, and more customer access to repair service.

We appreciate your consideration of this request.

Sincerely,

City of Mandan

Timothy C. Helbling
Mayor



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 12, 2019
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief of Police J. Ziegler
PRESENTER: Deputy Chief of Police L. Flaten
SUBJECT: Special Event Permit Application Oktoberfest beer garden

STATEMENT/PURPOSE: Consider approval of the Special Event Permit Application for the beer garden for the 2019 Mandan Progress Organization Oktoberfest on September 28, 2019.

BACKGROUND/ALTERNATIVES: The Mandan Progress Organization has completed the City of Mandan's Special Event Application for the Oktoberfest event that will occur on September 28, 2019 from 11:00 am to 8:00 pm in Dykshoorn Park. The application has been approved by each department head to verify that the event is in compliance with Mandan City Ordinance and all necessary permits required have been received by the MPO. There will be no street closure as in past years. There will be a beer garden.

ATTACHMENTS: Special Event Permit Application and all necessary attachments.

FISCAL IMPACT: None

STAFF IMPACT: Police Staff to work normal enforcement.

LEGAL REVIEW: N/A

RECOMMENDATION: To approve the Special Event Permit Application for the Mandan Progress Organization Oktoberfest 2019 and associated beer garden.

SUGGESTED MOTION: Move to approve the Special Event Permit Application for the Mandan Progress Organization Oktoberfest 2019 and associated beer garden.

Permit Application #: 19-12 Date Complete: _____
(For office use only)

Special Events Permit Application

City of Mandan, ND

Mandan Police Department (Special Events) • 205 1st Ave. NW • Mandan, ND 58554
• Phone 701-667-3250 • FAX 701-667-3463

Date of Application: 09/11 2019

30 days prior to the event with a **non-refundable administration application fee of \$25 attached**. Late applications are permitted and subject to an **additional \$50 processing fee** for those submitted within 20 days of an event. **Any application not submitted prior to 20 days before the event will not be accepted for consideration.**

The payment of fees does not guarantee event approval if submitted late. Permits are \$30 per day/Sunday Permit will be \$45, to a maximum of \$150.00 per event not to exceed 14 days (Includes Sundays).

All applicants will be charged fees as appropriate and are expected to fully reimburse the city for all services related to event production which may include, but are not limited to, Police Services, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering and Site Supervisors. (See Below Fee and Charges)

A storage fee of **\$500** will be assessed for all equipment not removed from any public venue or premises within 24 hours of the end of the event. Any vendor may request an extension for equipment removal and may be granted by the City Administrator. Full payment is due upon receipt of final invoice. Any property that is abandoned over 15 days will become property of the City of Mandan and may be sold to recoup any expenses accrued by the city.

Comprehensive site plans must accompany this application.

Street Dance: Beer Garden: Both: Parade or Other Public Event:

Section 1 – Applicant Information

Name of Event Manager: Del Wetsch

Driver's License Number: xxx State _____

Date of Birth: _____ Phone Number: _____ Email: dwetsch@mandanprogress.org

Address: 411 West Main City: Mandan State: ND Zip: 58554

Have you ever been convicted of a crime? YES NO

If yes please list charge(s) and year of conviction(s):

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Name of Event Manager: _____

Driver's License Number: _____ State _____

Date of Birth: _____ Phone Number: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Have you ever been convicted of a crime? YES NO

If yes please list charge and year of conviction:

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Permit Application #: _____ Date Complete: _____
(For office use only)

Business Address: 411 West Main City: Mandan State: ND Zip: 58554
Corporation/Organization: Mandan Progress Organization State of Incorporation: ND
Tax ID #: 45-0439012 501(c)3 #: _____ City Sales Tax ID #: _____
Have you ever coordinated/promoted another event/s? YES NO
If yes, please provide the following:
Last event/s Location: _____ Date: _____
Contact Name: Del Wetsch Phone: 701-751-2983
E-mail Contact: dwetsch@mandanprogress.org

Section 2 – Event Information

Event Name: Oktoberfest Anticipated Daily Attendance: 1500
Event Date(s): September 28, 2019 Set-up Date: September 25-26, 2019 Hours: _____
Hours of event each day: 1100-2000
(begin and end times)
Take Down Date(s): September 28, 2019 Hours: 2000-
E-Mail address for public information: dwetsch@mandanprogress.org
WEB address for public information: mandanprogress.org
Location of Event/physical address: Dykshoorn Park
Sponsors of the Event: _____
Brief Description of Event:
food, beer, crafts

Has this event been held in another location? YES NO
If yes, please provide the following:
Last event/s Location: _____
Date: _____ Contact Name and Phone: _____

Section 3 – Event Features

Will there be an admission charge? Yes No
If yes, Printed ticket count: _____ Tickets for presale count: _____

Will there be entertainment? Yes No
If yes, please attach an itemized complete list of all entertainment.
(A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized by the City Administrator.)

Will merchandise and/or food items be sold? Yes No
If yes, please attach a complete list of vendors.
(Each vender must have all valid permits and license to sell their product)

Permit Application #: _____ Date Complete: _____

(For office use only)

What type of advertising/promotion will be done prior to the event?

(Attach all promotional material.)

Radio: Yes No What Stations? _____

TV: Yes No What Stations? _____

Fliers/Posters: Yes No How many? _____

Press Releases: Yes No How many? _____

Newspaper Ads: Yes No What publication? _____

Is any other promoter/producer assisting you with your event? Yes No

Name of Promoter and Promotion Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: Yes No

Number of Tents: _____

(Tents require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics: Yes No

(Fireworks or Pyrotechnics require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics Production Company's name: _____

*(A copy of the Production Company's License and Insurance is required with this application, only if fireworks or pyrotechnics are being requested for this event.) *A separate bond may be required for this event.*

Require permits from the City of Mandan

Any person for on- or off-sale alcoholic beverage licensee desiring to conduct a public beer garden shall make application for a special permit to do so to the board, 30 days in advance of the proposed event.

Temporary Fencing: Yes No

Provide accurate dimensions of fenced area on site plan along with the site plan.

Company Contact Name: Progress Organization

Contact phone: _____

Restroom Accommodations: Spiffy Biff

Number of required portable toilets: 12, 1hdcp, 2sinks

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

Permit Application #: _____ Date Complete: _____

(For office use only)

Attach a copy of the letter from the Custer Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: _____
Contact phone: _____

Electrical Services/Generators Yes No

Generators must be separated from tents by a minimum of 20' and shall be isolated from contact by fencing or other approved means.

Company Contact name: _____
Contact phone: _____

Approved By: _____ Date Approved: _____ Initials: _____

Carnival/Amusement Rides: Yes No

A separate permit from the Fire Department may be required.

Company Contact name: _____
Contact phone: _____

Bonded and Insured Amount: _____
Approved By: _____ Date Approved: _____ Initials: _____

Signs / Banners Yes No

Company Contact name: _____
Contact phone: _____

Approved By: _____ Date Approved: _____ Initials: _____

Inflatables Yes No

Company Contact name: _____
Contact phone: _____

Bonded and Insured Amount: _____
Approved By: _____ Date Approved: _____ Initials: _____

Raffles

Will this event have a raffle? Yes No

If yes you must apply for a City Permit \$25 Raffle Permit (Attach copy of State Gaming License if issued)

Approved By: _____ Date Approved: _____ Initials: _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 4 – Transportation

Does the event propose using, closing or blocking any of the following:
If yes, specify location and duration on site map, if on a DOT Highway or Roadway DOT authorization will be required.

- City Streets Yes No (Number of locations: _____ attach list of locations.)
- City Sidewalks Yes No (Number of locations _____ attached list of locations)
- City Bus Stops Yes No (Number of locations _____ attached list of locations)
- Public Parking Lots Yes No (Number of locations _____ attached list of locations)
- Public Bicycle Parking Yes No (Number of locations _____ attached list of locations)
- Multiuse Paths Yes No (Number of locations _____ attached list of locations)
- City Alleys Yes No (Number of locations _____ attached list of locations)
- City Right-of-Ways Yes No (Number of locations _____ attached list of locations)

Approved By: JUSTEN FACSETH Date Approved: 9-12-19 Initials: JF
(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

Section 5 – Use of City Utilities

Will any City electric hookups be used? Yes No
Electric Location including amperage _____
Approved By: Ben Hart Date Approved: _____ Initials: _____

Will any City water hookups be used? Yes No
Water Location(s) _____
Approved By: Ben Hart Date Approved: _____ Initials: _____

Will waste water/gray water be generated? Yes No
If so, how will it be disposed? _____
Approved By: Ben Hart Date Approved: _____ Initials: _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 6 – Alcohol

Will there be alcohol at the event? Yes No

Will alcohol be given away? Yes No

Will the alcohol be sold? Yes No

Will the alcohol be donated? Yes No

Who is the alcohol being donated by or purchased through: _____

Is alcohol included in the admission price of the event? Yes No

Approved By: _____ Date Approved: _____ Initials: _____

If you answered Yes to any of the above, a City and State Liquor License will be required. Attach copy(s) of all liquor licenses with this application. (If a City Liquor License is needed please contact the City of Mandan's Finance Department to apply at Phone: (701) 667-3213)

Has the applicant/organization ever had a liquor license or event permit denied, revoked or suspended? Yes No

If yes, please explain:

How will attendees be identified as minors or age 21 and over?

wristbands

Have the alcohol servers received training in sale/service of alcoholic beverages? Yes No

If yes, who provided the training: Baymont

Date and time of most recent training: _____

Request Mandan Police Server Training: Yes No

If yes provide a contact person and contact information::

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 7 – Event Security

Are you requesting off-duty Mandan Police officers? Yes No

Number of personnel requested: _____

After reviewing the event application, the Chief of Police may require the use of the City of Mandan Off-Duty Police Officers for the event.

To schedule Off-Duty Police Officers, please call 701-667-3250.

Officers must be requested 2 weeks prior to any event and there will be a minimum of 4 work hours per officers per event at \$45 per-hour per officer.

Are you requesting private security? Yes No

Number of security personnel onsite: ³ _____

Include security points and duties on event plans

The City of Mandan requires only security companies that are licensed and bonded in the State of North Dakota.

Security Company and Contact Info: Spartan Security

Attach a copy of Company's License

Section 8 – Emergency Medical Services

Are you requesting off-duty Mandan EMT's? Yes No

Number of personnel requested: _____

After reviewing the event application the Fire Chief may require the use of the City of Mandan Off-Duty EMT's or paramedics for the event.

EMTs or paramedics must be requested 2 weeks prior to any even and there will be the minimum of 4 work hours per employee per event \$35

Section 9 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

totes and dumpsters/ Boy Scouts

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: Armstrong Sanitation

Contact Name: Peggy

Phone: 701-220-4949

All costs for containers, dumping and the removing all trash are the responsibility of the applicant/promoter. The City of Mandan's property and or the event site must be returned to its original condition and all equipment removed or daily fees will be accessed.

OKtober Fest

Permit Application #: 19-12 Date Complete: _____
(For office use only)

Signature Page from City Officials and Department Heads

[Signature] / 9-12-19

Fire Department Date

[Signature] / 09-12-19

Police Department Date

_____ / _____

Finance Department Date

[Signature] / 9-12-19

Engineering Department Date

[Signature] / 09-12-19

Public Works Date

_____ / _____

City Administrator Date

_____ / _____

Park District Designee Date

Date Approved by City Commission: _____

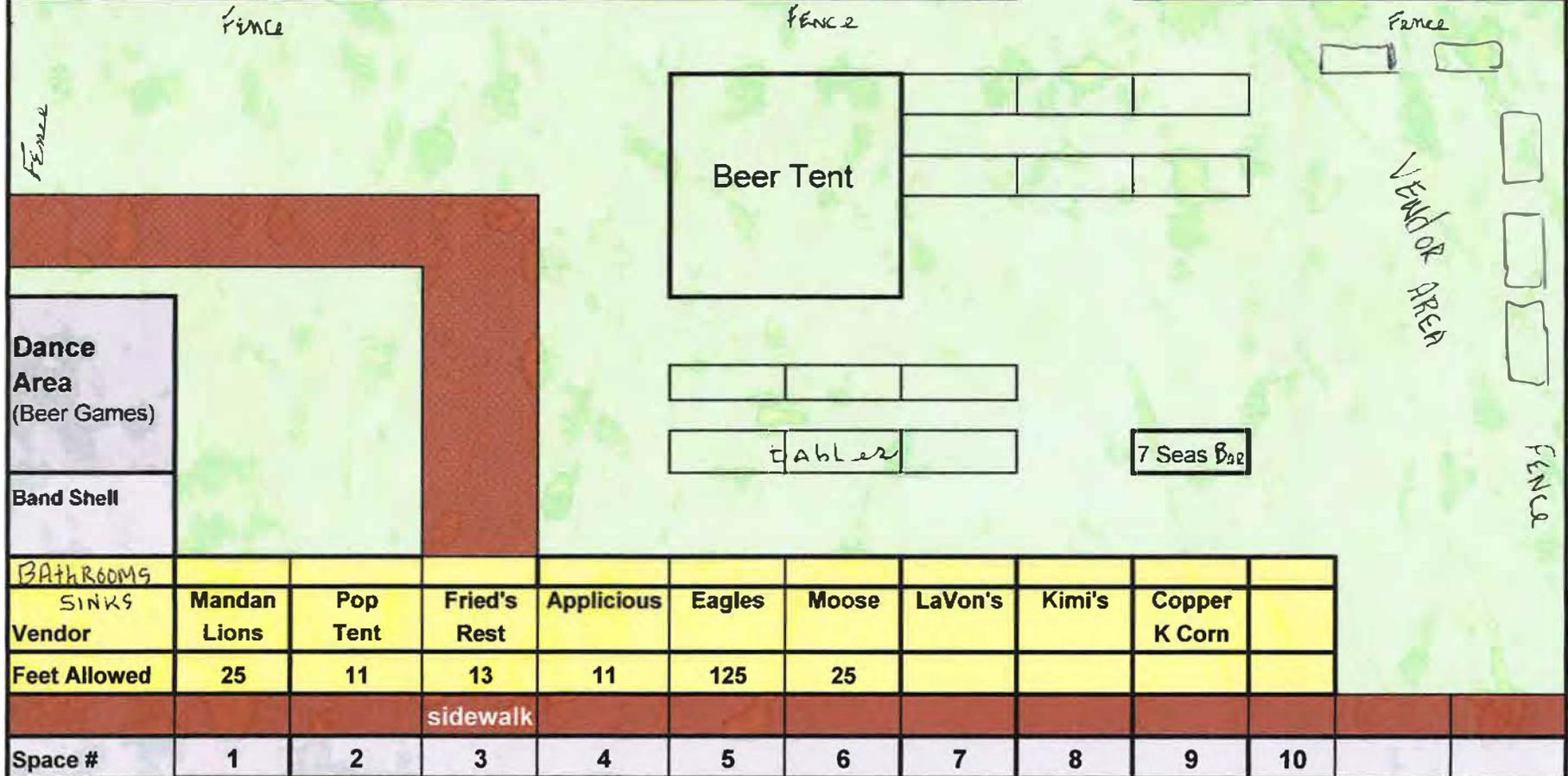
MAIN STREET

DYKSHOORN PARK

Octoberfest- Sept. 28, 2019

ENTRANCE

NOT TO SCALE



Dance Area
(Beer Games)

Band Shell

BATHROOMS

SINKS

Vendor

Feet Allowed

Space #

Mandan
Lions

Pop
Tent

Fried's
Rest

Applicious

Eagles

Moose

LaVon's

Kimi's

Copper
K Corn

25

11

13

11

125

25

sidewalk

1

2

3

4

5

6

7

8

9

10

SOME ADJUSTMENTS MAY BE REQUIRED WITHOUT PRIOR NOTICE

We would like each vendor to set up on the concrete so that you are against the sidewalk area

Please contact us if the time for arrival does not fit your schedule.

Personnel will be in the park @ 8:00 am Saturday morning.

Gates & admissions open at 11:00



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 10, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM,
SUBJECT: Consider entering into contract with Stantec surrounding procurement and implementation of brownfield grants

STATEMENT/PURPOSE: Consider approving the selection of Stantec for assistance of procurement and implementation of brownfields grants.

BACKGROUND/ALTERNATIVES: The City recently selected Stantec to assist with procurement and implementation of brownfield grants. Exhibit 1 summarizes an Environmental Protection Agency assessment grant that will be sought through this process. This grant, if awarded, will provide up to \$300,000 in grant monies toward creating an inventory of properties, planning, environmental assessment, as well as community outreach (See Exhibit 1 for summary).

The purpose of the grant is to assist communities with redevelopment of sites that may have additional hurdles related to previous uses conducted on the land. Some more common higher-risk land uses include gas stations, laundromats, and landfills.

Stantec is willing to work on the grant application at no cost to the City. The grant application will be submitted this fall. Applicants will be notified in spring 2020, if selected. Funding would then be awarded in fall 2020.

The contract is included in Exhibit 2 and has been reviewed and approved by legal.

ATTACHMENTS:

- Exhibit 1 – EPA Brownfield Assessment Grant Summary Handout
- Exhibit 2 – Mandan Master Services Agreement
- Exhibit 3 – Mandan Task Order #1 and Rates

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Consider entering into contract with Stantec surrounding procurement and implementation of brownfield grants

Page 2 of 2

FISCAL IMPACT: N/a

STAFF IMPACT: Minimal

LEGAL REVIEW: City Attorney Brown has reviewed and approved the contract as outlined in Exhibits 2 and 3.

RECOMMENDATION: The Engineering and Planning Department recommend approval to enter into a contract with Stantec to assist with the procurement and implementation of brownfield grants as outlined in Exhibit 2.

SUGGESTED MOTION: I move to approve entering into a contract with Stantec to assist with the procurement and implementation of brownfield grants as outlined in Exhibit 2.

EXHIBIT 1



EPA Brownfields Assessment Grants: Interested in Applying for Funding?

Here's what you need to know to get started...

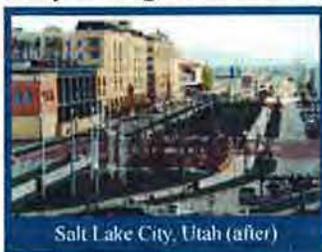
What is EPA's Brownfields Program?



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities, and other stakeholders to work together in

a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

What are the Four Grant Types?

- ✓ **Assessment grants** provide funding for brownfields inventories, planning, environmental assessments, and community outreach.
- ✓ **Revolving Loan Fund grants** provide funding to capitalize a revolving loan fund that provides loans and subgrants to carry out cleanup activities at brownfields.

- ✓ **Cleanup grants** provide direct funding for cleanup activities at specific sites.
- ✓ **Job Training grants** provide environmental training for residents of brownfields communities.

What are Assessment Grants?

Assessment grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

For a Community-Wide Grant:

- ✓ An applicant may apply for a community-wide assessment grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants electing to apply for up to \$200,000 for a community-wide hazardous substance assessment grant are not eligible for a site-specific hazardous substance assessment grant in the same grant competition. Applicants applying for up to \$200,000 for a community-wide petroleum or petroleum product assessment grant will not be eligible for a site-specific petroleum assessment grant.

For a Site-Specific Grant:

- ✓ A site-specific assessment grant must be applied for if the assessment is limited to one, and only one, site. A site-specific assessment grant application must be made if a waiver of the funding limitation is requested.
- ✓ Applicants will not be allowed to substitute another site for a site-specific assessment grant where the subject site is determined to be ineligible.

For the complete discussion of Brownfields Program grant funding, refer to the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants at: <http://www.epa.gov/brownfields/applicat.htm>

How Do I Apply for an Assessment Grant?

Applicants submit a proposal for each grant type that they are applying for (i.e., assessment, revolving loan fund, and/or cleanup). Each proposal must address the selection criteria outlined in the guidelines.

➔ Money to identify list.

Important: This document is not designed as a substitute for the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grants document located on the Brownfields Web site at: <http://www.epa.gov/brownfields/applicat.htm>

Grant proposals should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to evaluation criteria. Factual information about your proposed project and community must be provided.

Proposals must include:

- ✓ Cover letter describing project
- ✓ Applicant information
- ✓ Applicable mandatory attachments (e.g., state letter)
- ✓ Responses to evaluation criteria

All applicants must refer to the Proposal Guidelines published by EPA.

Who is Eligible to Apply for an Assessment Grant?

Eligible entities include: state, local, and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional council or redevelopment agencies; or states or legislatures. Some properties are excluded from the definition of a brownfield unless EPA makes a site-specific funding determination that allows grant funds to be used at that site.

Applicants may apply for both community-wide and site-specific assessment grants; however, an applicant is limited to submitting only ONE hazardous substance assessment grant proposal and ONE petroleum assessment proposal.

Each eligible entity may submit no more than two assessment proposals.

How Much Assessment Grant Funding is Available?

- ✓ Up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- ✓ Up to \$200,000 to address a site contaminated by petroleum.
- ✓ For site-specific proposals, applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants including hazardous

substances comingled with petroleum) or petroleum at a single site. (Community-wide assessment grants are not eligible for assessment grant "waivers.")

- ✓ Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested.
- ✓ Up to \$1 Million for assessment coalitions. A coalition is made up of 3 or more eligible applicants that submits one grant proposal under the name of one of the coalition members who will be the grant recipient.

How Long is the Assessment Period?

The performance period for an assessment grant is three years.

Where Do I Find the Proposal Guidelines?

Electronic copies of the Proposal Guidelines can be obtained from the EPA brownfields Web site at:

<http://www.epa.gov/brownfields/applicat.htm>

Additional information on grant programs may be found at: www.grants.gov

Is Pre-Application Assistance Available?

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at: <http://www.epa.gov/brownfields/corcntct.htm>

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership.

EPA staff can not meet with applicants to discuss draft proposals or provide assistance in responding to ranking criteria.

What is the Evaluation/Selection Process?

Brownfields grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the proposals meet the threshold and ranking criteria outlined in the Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants. Final selections are made by EPA senior management after considering the ranking of proposals by the evaluation panels. Responses to threshold criteria are evaluated on a pass/fail basis. If the proposal does not meet the threshold criteria, the proposal will not be evaluated. In some circumstances, EPA may seek additional information.



EXHIBIT 2

MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective September 17, 2019 (the "Agreement Date") by and between:

"CLIENT"

Name: CITY OF MANDAN, NORTH DAKOTA
Address: 205 Second Avenue NW, Mandan, ND 58554
Phone: (701) 667-3215
Representative: Jim Neubauer, City Administrator

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 733 Marquette Avenue Suite 1000,
Minneapolis, MN 55402
Phone: (612) 712-2031
Representative: David Constant, PG

WHEREAS this **MASTER SERVICES AGREEMENT** ("AGREEMENT") is between STANTEC CONSULTING SERVICES INC. ("STANTEC") and the CITY OF MANDAN, NORTH DAKOTA ("CLIENT") for Consulting Services to be provided by STANTEC and specifically including, but not limited to, procurement and implementation assistance of USEPA Brownfield Program Grants, as described in the Individual Task Order issued pursuant to this AGREEMENT (which sections are incorporated into this AGREEMENT).

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed as follows:

The scope of STANTEC's services ("SERVICES") will be set forth in individual Task Orders, which are incorporated into this AGREEMENT. All work authorized by a Task Order issued pursuant to this AGREEMENT shall be completed in accordance with, and subject to, the Terms and Conditions set forth herein, on pages 2 through 6.

STANTEC's Fee for the SERVICES will be set forth in the individual Task Orders which are incorporated into this AGREEMENT.

The Parties, intending to be legally bound, have made, accepted, and executed this AGREEMENT as of the Agreement Date noted above:

CITY OF MANDAN, NORTH DAKOTA

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Dave Rautmann, Sr Principal

Print Name and Title

Per: _____

Per: _____

Print Name and Title

Bob Seager, Executive Vice President,
Environmental Services

Print Name and Title

Per: _____

Per: _____

DESCRIPTION OF WORK: STANTEC shall render the services described in each Task Order or amendments thereto (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in each Task Order, or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5% per month (18% per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided on the Task Order a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with each PROJECT described in a Task Order, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC'S RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this MASTER SERVICE AGREEMENT or an Individual Task Order without cause upon thirty (30) days' notice in writing. If either party breaches this MASTER SERVICE AGREEMENT or an Individual Task Order, the non-defaulting party may terminate this MASTER SERVICE AGREEMENT and/or an Individual Task Order after giving seven (7) days' notice to remedy the breach. On termination of this MASTER SERVICE AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this MASTER SERVICE AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the SERVICES from an Individual Task Order are suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the SERVICES from an Individual Task Order are suspended for more than ninety (90) days, STANTEC may, at its option, terminate the Task Order upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in an Individual Task Order, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in a particular Task Order. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under an Individual Task Order or arising from the performance or non-performance of the SERVICES called for by a specific Individual Task Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC pursuant to that Individual Task Order or \$500,000

. The limitation of Liability applicable to Phase I Environmental Site Assessments (ESA) shall be strictly limited to the lesser of fees paid to STANTEC pursuant to that individual ESA or \$50,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT or any Task Order, any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT or any Task Order shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and

the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with an Individual Task Order are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the SERVICES is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the CLIENT has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the CLIENT agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT or any Individual Task Order caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW; NONDISCRIMINATION: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

STANTEC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

STANTEC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT or an Individual Task Order by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments and Task Orders referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments, Task Orders and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

EXHIBIT 3



MASTER SERVICES AGREEMENT TASK ORDER NO. 1

Page 1 of 2

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF MANDAN, NORTH DAKOTA
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.
(hereinafter called "STANTEC")

EFFECTIVE: September 17, 2019

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated September 17, 2019) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and the CITY OF MANDAN, NORTH DAKOTA ("CLIENT") for Services to be provided by STANTEC for grant application assistance for a USEPA Brownfield Community-wide Assessment Grant (herein the "PROJECT"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Jim Neubauer, City Administrator

SERVICES: STANTEC shall perform the following SERVICES (hereinafter called the "SERVICES"):

- Complete necessary research and analysis required to submit a completed grant application for USEPA Brownfield Community-wide Assessment Grant (\$300,000) for the fiscal year (FY) 2020 grant competition, including writing the text for the grant application from information provided by the Client and obtained from other information sources;
- Assist the Client with solicitation of letters of support from state agencies, area civic groups, and local stakeholders; and
- Assemble the final application and submit to USEPA on behalf of the Client.

The services will be performed as further detailed in our August 6, 2019 "Procurement and Implementation of Brownfields Grants", and as outlined in the "Request for Qualifications" dated July 19, 2019 (Attachment A). If the grant is funded, Stantec will work with the Client to implement the grant under a separate Task Order.

CONTRACT TIME: Commencement Date: September 17, 2019

Estimated Completion Date: January 31, 2020

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

In accordance with the RFP requirements, Stantec agrees to prepare the grant application for USEPA Brownfields Community-wide Assessment Grant (\$300,000) for FY2020 grant competition at our risk and at no cost to the Client. Furthermore, Stantec will agree to work with the Client on revision and resubmittal of an application in FY2021 if the initial grant application is not awarded funding. The resubmittal effort would be subject to the Client determining that resubmittal was in its best interests, and would also be performed at our risk and at no cost to the Client. We anticipate being able to support future state or federal grant applications that may be pursued under this contract on similar terms, but assume that each would be implemented under a separate task order with terms (and fee, if any) based on the specific grant program, award amount, overall level of effort, and the extent to which the Client would assist with the grant application process.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table (Attachment B).

**ADDITIONAL
CONDITIONS:**

NO ADDITIONAL CONDITIONS

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Attachment A: "Procurement and Implementation of Brownfields Grants ",
and as outlined in the "Request for Qualifications" dated July 19, 2019.
Attachment B: STANTEC'S hourly billing rate table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

CITY OF MANDAN**STANTEC CONSULTING SERVICES INC.**

John Van Dyke, AICP, CFM

David C. Constant, PG, Associate

Print Name and Title

David A. Rautmann, PE, Sr Principal



ATTACHMENT B – STANDARD RATE TABLE

BC1937_2019-1

HOURLY RATES

Stantec Billing Level	2019 Hourly Rate*
3	\$87
4	\$97
5	\$105
6	\$110
7	\$116
8	\$121
9	\$131
10	\$137
11	\$147
12	\$151
13	\$160
14	\$166
15	\$184
16	\$211
17	\$221
18	\$227
19	\$235
20	\$245
21	\$255

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 13, 2019
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Director of Public Works
SUBJECT: Public Works Facility Improvements

STATEMENT/PURPOSE: To consider approval of change order prices to complete the Public Works Facility improvements

BACKGROUND/ALTERNATIVES: After several years of planning and discussion, in February of 2018, the City of Mandan entered into agreement with Capital City Construction, Missouri River Contracting, Advanced Mechanical, and Fetzer Electric to construct an 18,000 sq. ft. minimal heat equipment storage building, an approximately 5,000 sq. ft. administration office and locker area, and approximately 7,000 sq. ft. salt sand storage structure for a combined total contract amount of \$2,431,195. After reviewing the proposed plans and detailed specifications several deficiencies were noted and drove the need to terminate the agreement with the original architect and engineer in late spring or early summer of 2018. Since then staff has continued to work with Jiran Architects of Bismarck to draft new set of plans and specifications. After completing these plans, we requested change order prices from our currently contracted contractors to construct the facility in accordance with the new plans. On July 29th, we received the change order prices from the contractors as a grand total the change order price is \$1,363,705. Some of the larger items identified that were not included in the original pricing are as follows:

Emergency Generator – Required to maintain Public Works Facility, this included fuel depot as the entire city fleet fuels here, including emergency services

Ventilation System – A proper ventilation system is required by code to be installed anytime vehicle or equipment are being worked on or stored in a building of this size

Fire Suppression – By connecting our existing shop to the 18,000 sq. ft. vehicle storage, a fire sprinkler system is now required throughout the facility, including the existing shop

Salt Sand Building Floor – Staff identified the need to put a solid surface floor in the salt sand building to allow for all seasons use

In addition the above mentioned items, staff also identified several miscellaneous items which were not accounted for in the building budget, of these items, the two largest were the vehicle parking lot as well as the lack of a construction contingency fund, subsequently, we have adjusted to allow for an absolute minimum contingency fund of \$100K. We plan to construct the parking area in 2020 as a separate project and special asses the improvements to ourselves. We have communicated with the Finance Department and they had suggested using the sales tax fund to allow for the overages would be a viable option

To construct the project and parking lot with the added required items and a minimal contingency fund, we expect the total project to cost \$5,730,000 with substantial completion in summer or fall of 2020. Currently the fund balance for the Public Works expansion is approximately \$3M.

Total Project:

Salt Sand Building	\$295,000.00
Equipment Storage	\$1,235,000.00
Office and Wash Bay	\$2,300,000.00
Project contingency, vehicle parking, and civil site work	\$1,900,000.00

PW Project Grand Total: \$5,730,000.00

ATTACHMENTS:



FISCAL IMPACT: \$3,000,000 HUB City Fund Balance
\$1,500,000 from sales tax to Public Works Facility
\$1,200,000 Special assessment for parking lot

STAFF IMPACT: Staff will continue to work closely with the Jiran Architect as well as the contractors

LEGAL REVIEW: Attorney Brown's office has reviewed

RECOMMENDATION: To allow for the additional funding to complete the Public Works Expansion

SUGGESTED MOTION: I make a motion to amend the Public Works Expansion budget by utilizing the existing HUB City Fund balance of approximately \$3M as well as transfer \$1.5M from sales tax in order to fund the original contract as well as the proposed change orders Jiran Architects has compiled as summarized above. In addition, I also move to complete the parking lot improvements with a separate project in 2020 and special assessing the parking lot project costs to the Public Works Facility



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 13, 2019
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

PURPOSE

To consider the Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

BACKGROUND

Water and Wastewater Base Charge:

- Raw Water Intake Project = \$20.8M
 - Cost share funding with ND State Water Commission = \$12.6M
 - Local cost share = \$8.2M
 - Marathon Petroleum = \$4.1M
 - City of Mandan = \$4.1M
 - \$2.80/month/residential account
 - ✓ 2020 Budget = \$1.55
 - ✓ 2021 Budget = \$1.25

To finance the City's cost share (\$4.1M) of the Project, the City will apply for a loan from the State Revolving Fund Program (SRF) through the North Dakota Public Finance Authority. The loan will be for a period of 20 years at an interest rate of 1.5% plus a 0.5% administrative fee. The loan will be repaid from the increase in the Base Charge.

ATTACHMENT

Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

Page 2 of 2

FISCAL IMPACT

The monthly increase in the Water and Wastewater Base Charge per Meter:

- Single Family Dwelling (1 unit) = \$1.55
- Mobile Home (1 unit) = \$1.55
- Duplex (2 units) = \$3.10
- Other Multiple Family (3+ units) = \$4.65
- Commercial and Industrial Enterprises = \$3.10
- Apartment and Commercial/Apartment Combination = \$4.65

The increases above were included in the City's 2020 Budget.

STAFF IMPACT

None

LEGAL REVIEW

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION

To approve the Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

SUGGESTED MOTION

Move to approve the Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE WATER AND SEWER UTILITY FUND

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

a) Water and Wastewater Base Charge per Meter

- 1) ~~\$27.30~~ ~~\$28.85~~ for each single family dwelling
- 2) ~~\$27.30~~ ~~\$28.85~~ for each mobile home
- 3) ~~\$54.60~~ ~~\$57.70~~ for each duplex unit
- 4) ~~\$81.90~~ ~~\$86.55~~ for all other multiple family units
- 5) ~~\$54.60~~ ~~\$57.70~~ for all commercial and industrial enterprises
- 6) ~~\$81.90~~ ~~\$86.55~~ for all apartment and commercial/apartment combination

b) Water Usage Charge per Meter

- 1) Plus a water consumption charge shall be added at the rate of \$2.90 per one hundred cubic feet on each month's consumption as registered on each meter during the preceding monthly billing period.
- 2) The Missouri West Water System shall be charged at the rate of \$1.89 per one thousand gallons of water used as registered on each meter.

c) Wastewater Usage Charge per Meter

- 1) For wastewater disposal service there shall be a charge of \$1.65 per one hundred cubic feet of water used except that for the billing statements prepared during the months of May through October the charge for residential wastewater disposal service shall not exceed the charge based upon the average water usage used during the months of December through March.
- 2) Industrial users will be levied a volume charge of \$1.65 per one hundred cubic feet of water used. Industrial users will also be levied a charge of \$.06 per pound of suspended solids and \$.10 per pound of five-day, twenty-degree Centigrade BOD.
- 3) Separate meter for lawn watering purposes only will not be charged for wastewater usage.

d) Stormwater Base Charge per Meter or Structure

- 1) \$2.00 for each meter or structure.

BE IT FURTHER RESOLVED that the rates and charges for services from the Water and Sewer Utility Fund shall be effective as of the first billing after January 1, 2020.

Dated this 17th day of September, 2019.

President, Board of City Commissioners

Attest:

City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 13, 2019
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

PURPOSE

To consider the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

BACKGROUND

Solid Waste Collection and Hauling Base Charge:

- \$0.05 increase per month.
 - Solid waste collection and hauling services.
 - Solid Waste Collection and Hauling Services Agreement with Armstrong Sanitation & Roll-Off expires on October 31, 2027.

Solid Waste Recycling Base Charge:

- \$0.15 increase per month.
 - Recycling collection, transportation and processing services.
 - Recycling Collection, Transportation and Processing Contract with Waste Management expires on December 31, 2020.

ATTACHMENT

Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

FISCAL IMPACT

- The monthly increase in the Solid Waste Collection and Hauling Base Charge per family living unit = \$0.05
- The monthly increase in the Solid Waste Recycling Base Charge per family living unit = \$0.15

The increases above were included in the City's 2020 Budget.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17, 2019

Subject: Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

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STAFF IMPACT

None

LEGAL REVIEW

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION

To approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

SUGGESTED MOTION

Move to approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

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

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

- 1) Residential area. For garbage and rubbish collection and disposal services for residential areas, there shall be a charge of ~~\$14.55~~ \$11.60 per month, per family living unit. Residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged \$49.00 per ton and will be charged a minimum of \$8.00. For curbside recycling collection and disposal services for residential areas provided with 96 gallon totes, there shall be a charge of ~~\$6.00~~ \$6.15 per month, per family living unit.
- 2) Non-residential area. For garbage and rubbish disposal services for non-residential establishments, there shall be a charge of \$49.00 per ton. Non-residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged a minimum of \$10.00.

3) <u>Other disposal charges:</u>	Resident	Commercial/ Non-resident
a) Major appliances and furniture	\$7.00	\$10.00
b) Refrigerated appliances	\$20.00	\$25.00
c) Tires:		
Auto	\$2.00	\$4.00
Truck	\$5.00	\$7.00
Tractor	\$10.00	\$15.00
d) Minimum charge inert (includes scale usage)	\$5.00	\$7.00
e) Minimum monthly charge for services billed on account (includes scale usage)	\$5.00	\$5.00
f) Untarped and unsecured garbage	\$20.00	\$20.00
g) Electronics	\$5.00	\$7.00
h) Mobile homes	\$200.00	\$200.00

Grass clippings and leaves are exempt from all charges.

- 4) Inert materials. For disposal of inert materials there shall be a charge of \$15.00 per ton for Mandan Residents and \$35.00 per ton for Commercial and Non-Residents. Inert materials shall be materials so defined by the North Dakota State Department of Health including trees, lumber, demolition lumber, wooden furniture, metal, bricks, concrete, bottom ash from coal fired boilers and asphalt roofing. For separated, burnable wood materials there shall be a charge of \$20.00 per ton for Commercial and Non-Residents, this does not include painted, stained or sealed wood or railroad ties.
- 5) No motor vehicle bodies or dangerous, flammable or hazardous material may be deposited at the Mandan Municipal Landfill Facility.



**CITY OF
MANDAN**

"WHERE THE WEST BEGINS"

MEETING DATE:	September 17, 2019
PREPARATION DATE:	September 5, 2019
SUBMITTING DEPARTMENT:	Public Works - Cemetery
DEPARTMENT DIRECTOR:	Mitch Bitz
PRESENTER:	Mitch Bitz, Director of Public Works
SUBJECT:	Resolution Establishing Rates And Charges For Mandan Union Cemetery

STATEMENT/PURPOSE: To consider rate adjustments for various services and transactions within the cemetery operations

BACKGROUND/ALTERNATIVES: The attached resolution shows proposed rate changes to the Mandan Union Cemetery rates. The changes allow for another option for patrons to use the Mandan Cemetery as a final resting place. This rates was established in consultations with staff as well as local funeral home directors.

ATTACHMENTS: Resolution establishing rates for the Mandan Union Cemetery

FISCAL IMPACT: This is a new service offered at the Cemetery although difficult to predict, we do not anticipate a significant fiscal impact

STAFF IMPACT: Minimal

LEGAL REVIEW: Documentation has been forwarded to Malcolm for review.

RECOMMENDATION: To approve the resolution establishing rates and charges for Mandan Union Cemetery effective January 1st 2020

SUGGESTED MOTION: Move to approve the resolution establishing rates and charges for the Mandan Union Cemetery.

RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE CEMETERY FUND

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

Traditional Burial Resident Rates

<u>Grave Rights</u>		<u>Opening and Closing</u>	
		<u>Summer</u>	<u>Winter</u>
Full Grave - Per Space	\$600	\$600	\$750
Half Grave - Per Space	\$400	\$400	\$550
Full Grave - Disinterment	\$1,200 (Available June 1 st through October 31 st)		
Half Grave - Disinterment	\$800 (Available June 1 st through October 31 st)		

Traditional Burial Non-Resident Rates

<u>Grave Rights</u>		<u>Opening and Closing</u>	
		<u>Summer</u>	<u>Winter</u>
Full Grave - Per Space	\$700	\$750	\$800
Half Grave - Per Space	\$500	\$500	\$650
Full Grave - Disinterment	\$1,200 (Available June 1 st through October 31 st)		
Half Grave - Disinterment	\$800 (Available June 1 st through October 31 st)		

Columbarium Resident Rates

<u>Location Rights</u>	<u>Opening and Closing</u>
Niche - Per Space \$1,200	\$400 Resident

Columbarium Non-Resident Rates

<u>Location Rights</u>	<u>Opening and Closing</u>
Niche - Per Space \$1,300	\$550 Non-Resident

Scatter Garden Resident Rates
(If services are available)

Scatter Garden usage	\$200
<u>Scatter Garden usage – no name inscription</u>	<u>\$50</u>

Scatter Garden Non-Resident Rates
(If services are available)

Scatter Garden usage – with name inscription	-	\$250
<u>Scatter Garden usage – no name inscription</u>		<u>\$75</u>

Vault Rental

\$50 per day with a minimum charge of \$100.

In addition to the above standard charges, the following amounts will be charged for openings and closings performed on Saturday and any burial after 3:00 p.m.:

- \$200 for standard size graves (adult)
- \$100 for half-size graves (infant, stillborn and urns)

BE IT FURTHER RESOLVED that the rates and charges for services from the Cemetery Fund shall be effective as of January 1, 2020.

Dated this 17th day of September, 2019

President, Board of City Commissioners

Attest:

City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 17, 2019
PREPARATION DATE: September 10, 2019
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Shawn Ouradnik
PRESENTER: Shawn Ouradnik, Building Official
SUBJECT: Consider for approval the Resolution amending fees and charges administered by the Building Inspections Department

STATEMENT/PURPOSE: Consider the approval of the resolution amending the fees and charges by the Building Inspections Department.

BACKGROUND/ALTERNATIVES: Minor changes to permit fees charged by the Building Inspections Department.

ATTACHMENTS: Resolution establishing new fee amounts

FISCAL IMPACT: Increase in fees collected for permits

STAFF IMPACT: N/A

LEGAL REVIEW: All information has been forwarded to the city attorney for review.

RECOMMENDATION: I recommend the approval of the resolution to adopt the new fee schedule for the Building Inspections department effective January 1st 2020.

SUGGESTED MOTION: Move to approve the resolution establishing amended fees for the Building Inspections Department as presented.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17th, 2019

Subject: Consider for approval the Resolution amending fees and charges administered by the Building Inspections Department

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**RESOLUTION AMENDING FEES ADMINISTERED BY THE BUILDING
INSPECTIONS DEPARTMENT FOR THE CITY OF MANDAN, NORTH
DAKOTA**

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

WHEREAS, the City of Mandan is empowered to charge fees relating to Building Inspections Department services and material; and

WHEREAS, the City of Mandan has provided by Ordinance the fees for such services and materials may be determined from time to time by resolution of the Board of City Commissioners; and

WHEREAS, it is the desire of the Board of City Commissioners to establish such fees as may be necessary for the orderly cost effective administration of services and materials;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AS FOLLOWS;

1. The fees for services and materials administered and regulated by the City of Mandan Building Inspections Department, shall be amended as denoted on the attached schedules, and as so amended shall be adopted.
2. The amended fee schedule shall be in full force and effect from and after the 1st day of January, 2020.
3. A copy of the amended fee schedule shall be filed in the office of the city auditor.

Dated this 17th day of September, 2019.

President, Board of City Commissioners

Attest:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17th, 2019

Subject: Consider for approval the Resolution amending fees and charges administered by the Building Inspections Department

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**2020
CITY OF MANDAN
DEPARTMENT OF BUILDING INSPECTIONS
PERMIT FEE SCHEDULE**

Building Permit		
	\$0.00 to \$500	\$40.00 \$45.00
	\$501 to \$2,000	\$40.00 \$45.00 for first \$500, PLUS \$1.85 \$1.94 for each additional \$100.00
	\$2,000 to \$25,000	\$67.75 \$74.10 for first \$2,000 PLUS \$8.40 \$8.82 for each additional \$1,000.00
	\$25,001 to \$50,000	\$260.95 \$276.96 for first \$25,000 PLUS \$6.10 \$6.41 for each additional \$1,000.00
	\$50,001 to \$100,000	\$413.45 \$437.21 for first \$50,000 PLUS \$4.20 \$4.41 for each additional \$1,000.00
	\$100,001 to \$500,000	\$623.45 \$657.71 for first \$100,000 PLUS \$4.00 \$4.20 for each additional \$1,000.00
	\$500,001 to \$1,000,000	\$2,223.45 \$2337.71 for first \$500,000 PLUS \$3.00 \$3.20 \$3.36 for each additional \$1,000.00
	\$1,000,001 and up	\$3,823.45 \$4017.71 for first \$1,000,000 PLUS \$3.15 for each additional \$1,000.00
Plumbing Permit		
	One and Two Family Dwellings	\$50.00 \$55.00 for first Bathroom PLUS \$25.00 \$27.50 for each additional Bathroom
	Multi-Family Dwellings	\$50.00 \$55.00 for first Bathroom PLUS \$40.00 \$44.00 for each additional Bathroom
	Commercial and Industrial	\$50.00 \$55.00 for each Bathroom
	Water Heater replacement	\$50.00 \$55.00
	Lawn Sprinkler	\$50.00 \$55.00
Utility Permits		
	Fuel and Gas	\$50.00 \$55.00
	Sewer	\$75.00 \$80.00
	Water	\$75.00 \$80.00
	Septic System	Permit thru Health Department
Additional Permits		
	Signs	\$45.00 \$50.00
	Moving	\$50.00 \$55.00
	Demolition - Comm. Needs Asbestos Inspection	\$50.00 \$55.00
	Manufactured Home on rented lot	\$200.00 \$225.00
Additional Fees		
	Certificate of Occupancy	Included in Permit Fee
	Mileage	State Rate
	Water Meter	Current Cost

Board of City Commissioners

Agenda Documentation

Meeting Date: September 17th, 2019

Subject: Consider for approval the Resolution amending fees and charges administered by the Building Inspections Department

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	Additional Inspection	\$50.00
	Park Dedication Fee	Single Family - \$500.00, Multi-Family - \$250.00/unit, Comm. And Ind. - \$1,000.00
	Plan Review Fee	Up to 50% of Permit Fee TBD
Penalty Fees		
	All Permits	Up to Double Fee rate