



**AGENDA**  
**MANDAN CITY COMMISSION**  
**SEPTEMBER 1, 2020**  
**ED "BOSH" FROEHLICH MEETING ROOM,**  
**MANDAN CITY HALL**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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*The City of Mandan is encouraging citizens to provide their comments for agenda items via email to [info@cityofmandan.com](mailto:info@cityofmandan.com). Please provide your comments before 3:30 p.m. on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.*

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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 August 18, 2020 Board of City Commission regular meeting.
- D. **PUBLIC HEARING:**  
1. First consideration of Ordinance 1350 related to a zoning map amendment from RM Residential and MC Industrial to CB Commercial
- E. **BIDS:**  
1. Consider approval of staff advertising for bids related to contingency heavy equipment rates for the City of Mandan.

*Agenda*  
*Mandan City Commission*  
*September 1, 2020*  
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F. CONSENT AGENDA:

1. Consider approval of the 1806 South Preliminary Engineering Reimbursement Agreement.
2. Consider approval of annual liquor license for September 1, 2020 to June 30, 2021.
3. Consider ratification of a special use permit for daycare center located at 1710 E. Main St.
4. Consider ratification of a special use permit for a multi-use shop to be located on Lot 3, Block 1, Evergreen Heights Third Addition
5. Consider Application for Abatement from Richard McFall for Veterans Credit
6. Consider the final plat for Rockwood First Addition
7. Consider approval of the 19<sup>th</sup> Street Trail, Phase II Cost Participation and Maintenance Agreement.
8. Consider approval of the Traffic Safety Contract between the City of Mandan and the North Dakota Department of Transportation concerning the state's Annual Highway Safety Plan.
9. Consider entering into contracts for the Morton Mandan Public Library & Downtown Parks project with Capital City Construction, Advanced Mechanical and Denny's Electric.
10. Consider approval of Mule Deer Foundation Site Authorization at Prairie Patriot Firearms on Sept. 17, 2020.

G. OLD BUSINESS:

H. NEW BUSINESS:

1. Consider approval of the 30" Water Transmission Line Change Order No. G-3.
2. Consider approval of the Northwest Street Improvement District Change Order.
3. Consider two appointments to the Dakota Media Access Board of Directors.
4. Consider entering into a purchase agreement for the sale of Auditor's Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay Replat.
5. Consider joining North Dakota Public Health Insurance Trust
6. Consider approval of I-94 Sanitary Interceptor Sewerline Request for Proposal.

I. RESOLUTIONS AND ORDINANCES:

1. Second and final consideration of Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD).

J. OTHER BUSINESS:

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- K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
  - 1. September 15, 2020
  - 2. October 6, 2020
  - 3. October 20, 2020
  
- L. ADJOURN

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The Mandan City Commission met in regular session at 5:30 p.m. on August 18, 2020 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling and Commissioners Braun, Camisa, Rohr and Larson. Department Heads present were City Administrator Neubauer, Assessing Director Markley, Business Development and Communications Director Huber, Finance Director Welch, Public Works Director Bitz, Engineering & Planning Director Froseth, Principal Planner Van Dyke, Fire Chief Nardello, Police Chief Ziegler, City Attorney Oster, Building Official Ouradnik and Human Resources Director Cullen.

2. *Introduction of new K-9 Medve and handler Officer Westgard.* Police Chief Ziegler introduced Officer Michaela Westgard and new K-9 Medve to the Mandan Police Force. Officer Westgard introduced Medve, who is a German Shepherd who completed a 6-week training this month. Last Wednesday was the first day on the job. Officer Westgard is the first female K-9 handler on the Mandan Police Force. Mayor Helbling extended a welcome to Officer Westgard and Medve to the City of Mandan.

3. Mayor Helbling extended a thank you to the Mandan Fire and Police Departments, the Mandan Rural Fire Department and the Bismarck City and Rural Fire Departments and Metro Ambulance for the services they provided at a recent fire at one of the Mandan Apartment Complex buildings. He also extended a thank you to the Red Cross for quickly responding after the fire and to NSIC for providing a space for storage. A thank you was also extended to the MPO as they hosted a Classic Car Show parade last weekend due to the Buggies-n-Blues event being cancelled. This coming weekend, the MPO will be hosting another Night-at-the-Movies at the Brave Center.

B. APPROVAL OF AGENDA:

Mayor Helbling inquired if there were any additions or corrections to the Agenda. Hearing none, Commissioner Braun moved to approve the Agenda as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

C. MINUTES:

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

D. PUBLIC HEARING:

1. *First Consideration of Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD).* Principal Planner Van Dyke presented

Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD). He said that the property owner, Dr. Belanger, is requesting a zone change from A-Agricultural to PUD-Planned unit development (See application in Exhibit 1). The PUD will apply to the first phase of Rockwood First Addition, previously named Sunset Avenue First. The first phase of Rockwood First Addition contains eight (8) lots located in the northwest area of the subdivision (Exhibit 1). The purpose for the PUD designation is to allow for the flexibility of the developer to construct single-family residential on reduced sized lots that have less restrictive setbacks than RM Residential. The developer also would like to have the flexibility to construct single, twin-home, and/or ROW homes as needed and desired by the market. However, the lot width and setbacks are less accommodating for this mix of residential development primarily due to lot frontage requirements. Planner Van Dyke explained:

Setback	RM Residential	R-4 Residential
Front	15'	10' (local)
Side	5' minimum	5'
Rear	10'	20'

R-4 Lot Frontage = 20'  
RM Lot Frontage = 40'

Planner Van Dyke said that staff is supportive of the zoning map amendment (rezone) to a PUD and will place a requirement within the draft Development Agreement that each subsequent phase will include a zoning amendment to PUD to declare the specific underlying zone on each lot, whether single-family, twin-home, or row home construction. He provided a copy of the draft Development Agreement (Exhibit 3). It was recommended to approve the rezone as presented. Commissioner Rohr commented that five (5) feet is not a lot of distance in this area. Commissioner Larson said this was discussed previously in particular, with regard to snow removal in this part of the city and inquired if that has been addressed. Planner Van Dyke stated that there is minimal amount of access as well as boulevard space. That will be presented and addressed during the final plat phase of the project. He is still working with the developer to provide the apron width and the boulevard space in between. There will be no parking on the south side, so snow will be placed on the boulevard in that area.

Mayor Helbling announced this is a Public Hearing and invited anyone to come forward to comment or speak for or against the request to approve Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD).

Dr. Belanger, the property owner (via teleconference) spoke in favor of the request and stated that the product that he is trying to bring to Mandan is a plan that exists in West Fargo that has worked extremely well. This product is well time-tested in that area and he assured that it will work well in Mandan to promote growth in that area. The setback in West Fargo is 4' between homes instead of 5' and that he is not aware of any concerns with the 4' setback in West Fargo. He stated that pursuant to the Agreement, one concern he brought forward has to do with the Development Agreement, in particular, the cost that will be assessed to this property for connection to the sewer. The cost will be passed on to the purchasers of the properties and at this

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point the developer agreements state that the cost will be assessed by the city and the city commissioners. He said that it will be helpful at some point before everything is signed if the costs are determined.

A second announcement was made to come forward to comment or speak for or against the request to approve Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD). A third and final announcement was made to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Camisa moved to approve Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD) as presented in Exhibit 2.

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

2. *Consider approval of a variance request to the rear setback for 1314 Heart River Dr. SW.* Principal Planner Van Dyke presented a request for the approval of a variance request to the rear setback for 1314 Heart River Dr. SW. He explained that the property owner, Eric Seefeldt, is seeking a variance to the rear setback from twenty (20) feet to five (5) feet for the construction of a dwelling. Until recently the property maintained a home onsite that was in disrepair and needed to be demolished. The previous dwelling was located five (5) feet from the rear property line. The lot was established under previously adopted code and cannot be enlarged to create the desired space necessary to accommodate the home that the property owner's desire without encroaching closer to the access road/easement which serves the dwellings. It was noted that a dwelling that meets the setbacks of eight (8) feet in front and twenty (20) feet in the rear would be restricted to a home twenty-two (22) feet in depth due to the limited lot depth of fifty (50) feet. Moving the home further than the eight (8) feet from the front setback would add an element of safety. The roadway is a rural gravel road in a residential enclave that preceded platting requirements and therefore does not have the benefit of paved roads with curb. The homeowner to the west of the property does not have any concerns with this request. Planner Van Dyke explained that accessing the home from the south does not appear to be possible for a few reasons. First, the road running to the south appears to be contained within the BNSF right-of-way and whether the property owner is able to access his property is indeterminate at this time. Second, it is unclear where the septic system is located. Due to the size of the lot, it could be in the south part of the property. If so, a southern access would not be possible, as the property owner would be crossing the septic field to park near the home location. The granting of the variance will be in harmony with the general purposes and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. This property is all rural surfaces and there is no city sewer connection. Planner Van Dyke recommended approval of the variance request as presented.

Mayor Helbling announced this is a Public Hearing and invited anyone to come forward to comment or speak for or against the request to approve a variance request to the rear setback for 1314 Heart River Dr. SW. A second announcement was made to come forward to comment or

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speak for or against the request. A third and final announcement was made to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Camisa commented that this property was initially platted in the 1930's to the 1950's so given the nature of the plat this would be a pertinent variance to approve.

Commissioner Larson moved to approve a variance request to the rear setback for 1314 Heart River Dr. SW from twenty (20) feet to five (5) feet as presented in Exhibit 2. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

E. BIDS:

1. *Update on the Raw Water Intake low bids.* Planning and Engineering Director provided an update on the State Water Commission level discussion and options with holding bids. He reported that at the August 13, 2020 State Water Commission (SWC) meeting, it was again decided to table any decisions on additional funds or any funds to go to newly requested projects. This project is included in those projects and we are also asking for additional funds for the bids that came in June and May. It was a split vote at the SWC meeting but as a whole they were not comfortable with increasing the funding for new projects at this time. They tabled the decision to fund new projects and the SWC will not meet until October 8, 2020. For our project, we can reject the bids or approve the project with the additional funds which is risky or continue what we have been doing and ask the contractors to hold the bids until the SWC meets in October. We contacted the contractors who placed a bid in May and June for Raw Water intake phases and we've gotten good feedback that they are willing to hold the bids until the City Commission meeting is held on October 20, 2020, to discuss this project, hence, there is nothing in writing at this time from the contractors. It is probable that contractors ask for time extensions related to holding bids for this long. It is also possible that contractors may ask for increases in the cost to do the work given this request. If they do ask for cost increases the city will need to consider that with the decision to award or reject.

Director Froseth said that no action is being requested today. Mayor Helbling extended a thank you to Director Froseth for the update and agreed that this project will have to wait until the State Water Commission makes a decision.

2. *Consider bids for the Morton Mandan Public Library Downtown Parks project.* City Administrator Neubauer presented a request to consider bids for the Morton Mandan Public Library Downtown Parks project. The donation from Energy Transfer of \$3M kick started an expansion of the Library and improvements to the downtown parks. The City received bids for this project on July 14, 2020. The apparent low bidders on the project are General (three bidders): Capital City Construction; Mechanical (five bidders): Advanced Mechanical; Electrical (eight bidders): Denny's Electric.

The Visitors Fund Committee met on August 13, 2020 and recommended approval of the use of

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\$2.2M. The motion was contingent on only funding those items which may be tourism related. The tourism related cost of this project amount to \$2,471,574. He said that Bartlett and West broke down the project as follows: The total cost of the project including alternates with fees is \$5,785,420. The cost of the Park District portion of that amount is \$940,124. The cost of the meeting rooms, new public restrooms, east entrance lobby, patio and deck and one-half of the costs associated with the parking lot is \$1,531,450.

The Mandan Supplemental Environmental Projects Trust (MSEPT) met on August 12, 2020 and voted to contribute \$600,000 towards this project. The MSEPT has provided financial assistance to downtown projects in the general plume area, such as the improvements to the fountain area and bulb outs on 1<sup>st</sup> Street, so this project is well within the MSEPT funding authority.

Total Project Cost:	\$ 5,785,420
Less:	
Energy Transfer Grant	\$ 3,000,000
Mandan Supplemental Environmental Trust	\$ 600,000
Mandan Visitor's Fund	\$ 2,200,000
Balance:	\$ 0

*(See: New Business Item No. 1, for funding sources.)*

Administrator Neubauer recommended the award of bids to the apparent low bidders on the project General: Capital City Construction; Mechanical: Advanced Mechanical; Electrical: Denny's Electric. Completion of the project is estimated to be August, 2021.

Commissioner Rohr moved to approve the award of bids to the apparent low bidders on the project General: Capital City Construction; Mechanical: Advanced Mechanical; Electrical: Denny's Electric. Commissioner Braun seconded the motion.

Commissioner Larson extended a thank you to former Commissioner Davis for his work done on this project over the years along with Mayor Helbling and all previous commissioners who had worked on this project.

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

F. CONSENT AGENDA

1. *Consider approval of monthly bills.*

MANDAN HERITAGE PLAZA - 250.00; MONTANA-  
DAKOTA UTILITIES - 27,413.62; STATE TAX  
COMMISSIONER - 739.66; ARMSTRONG SANIT & ROLL O  
- 47,561.96; BANK OF NORTH DAKOTA - 232,138.82; BIS-  
MAN CONVTN & VISITOR - 3,515.13; CODE 2 CANINE  
SERVICES, - 500.00; DIRECTMED - 18.44; ECOLAB PEST

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ELIIMINATION - 166.84; FETZER ELECTRIC, LLC - 906.13; KILEN ENTERPRISES INC. - 6,207.50; MALARD/DENICA - 33.86; MANDAN PARK BOARD - 113,519.73; MISSOURI VALLEY PETROLEU - 10,133.97; MORGAN/ROBERT - 95.00; ND DEPT OF ENVIRON QUALI - 1,024.86; ND YOUTH CORRECTIONAL CE - 338.01; NELSON AUTO CENTER - 38,526.34; ONE CALL CONCEPT INC - 464.50; T & R CONTRACTING, INC - 5,825.00; TWIN CITY ROOFING INC - 458.00; BANK OF NORTH DAKOTA LOA - 14,307.07; MONTANA-DAKOTA UTILITIES - 28,728.68; RECHENBERG/SHANNON - 390.71; ADVANCED ENGINEERING SVC - 11,723.10; AMERICAN WELDING & GAS, - 1,620.80; BALABAN LAW OFFICE - 1,750.00; BANK OF NORTH DAKOTA TRU - 2,278,856.96; BIS-MDN TRANSIT BOARD - 5,377.96; BOERGER, LLC - 4,087.12; CAPITAL CITY CONSTRUCTIO - 111,932.00; CORE & MAIN - 1,724.29; DAKOTA MEDIA ACCESS - 11,730.00; DEARBORN LIFE INSURANCE - 2,388.70; FETZER ELECTRIC, LLC - 1,423.44; GLASS/THOMAS J. - 1,750.00; HUB INTERNATIONAL OF ND - 640.00; KELSCH KELSCH RUFF & KRA - 5,000.00; MANDAN AIRPORT AUTHORITY - 10,752.70; MANDAN MUNICIPAL COURT - 4,193.00; MORTON MANDAN PUBLIC LIB - 33,037.68; MUNICIPAL CODE CORPORATI - 432.00; MY GOV, LLC - 960.00; NORTH DAKOTA CPA SOCIETY - 145.00; NORTHWESTERN POWER EQUIP - 570.00; ONE CALL CONCEPT INC - 445.60; SANITATION PRODUCTS INC - 5,204.00; SOUTHWEST AG, INC - 220.00; THIRD WATCH COMMUNICATIO - 699.38; TITAN DATA SERVICES - 2,925.00; WELLS FARGO COMMERCIAL C - 153,864.07; NDPERS - 158,132.21; CUNA Retirement - 14,914.39; PERS Retire - 19,049.05; CUNA Retirement - 14,776.89

2. *Consider approval of the annual liquor licenses for September 1, 2020 to June 30, 2021.*
3. *Consider payment of bills for Morton Mandan Public Library / Downtown Parks Project.*
4. *Consider approval of the Special Event Permit for the Mandan Progress Organization's Carpool Cinema on Aug. 22, 2020.*
5. *Consider approval of Sylvester's Industrial Park 11th Addition (Revised).*
6. *Consider approval of the Cost Participation and Maintenance Agreement for Old Red Trail, Phase II of Trail project.*
7. *Consider approval of minor plat for Lakewood Harbor 3rd Addition First Replat of Block 1.*
8. *Consider approval of an easement necessary for the completion of the 30" Water Transmission Line project.*

Commissioner Camisa moved to approve Consent Agenda items 1 through 8 as presented.

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

G. OLD BUSINESS

1. *Consider contract for recycling.*

City Administrator Neubauer presented a request to consider renewing the recycling contract with Waste Management (WM). He explained that the original recycling contract was with Dakota Sanitation was for five years with an opportunity for an extension. The current contract ends December 31, 2020. WM subsequently purchased Dakota Sanitation and became the contractor for the pickup and disposal of recyclable materials. The extension of the contract is similar to the previous contract with the exception in pricing and the addition of a fuel surcharge should the price of diesel rises above \$4/gallon, see section V(e). The proposal to renew the contract states:

Term: 5 years beginning Jan. 1, 2021 thru Dec. 31, 2025, with possible 3-year extension.  
Services: Single sort, once every two week pick up.  
Fee: 2021 - \$5.95/month and it will increase by 7% per year (by the end of year 5, rate would be comparable to rate charged to City of Bismarck) The first year increase is \$1.00 more than the 2020 rate.

Administrator Neubauer stated that if the recycling contract were to be terminated there would be an additional cost for residential pick up. If the City averages 100 tons of recycle per month = 1,200 tons per year. To dispose at Bismarck Landfill would add \$55,320 plus (\$46.10/ton x 1,200 tons) a per load charge of \$7,000 (1,200 tons / 6 tons per truck = 200 truck trips \$35/trip). He explained there may be additional costs as residents may want collection sites for recycling which also has a cost. Common recycle sites are not effective as they become a dumping ground and also the loads are at higher risk for contamination. Should the contract be terminated there may be requests for additional totes as residents currently have one for recycle and one for trash. He reported there were two comments received regarding the recycling program one for the recycling and one against recycling.

Administrator Neubauer presented three options for consideration by the City Commission:

- (1) Extending the terms of the contract with WM for an additional 5 years.
- (2) Rebid the service.
- (3) Not renew or in essence terminate the contract.

Commissioner Camisa requested additional information from Waste Management regarding apartment buildings and other multi-unit complex units would not be included in the plan?

Mitch Dahlstrom, Senior District Manager for Waste Management of North Dakota. He said that apartment buildings are not included explaining that experiences that the company has had is because of the high level of contamination for recycling by having open dumpsters at apartments. The other reason is due to limited space for parking and it is sometimes impossible to put a large dumpster in that location. Apartments owners do not want to give up 2, 3, or 4

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parking spaces in limited areas. He would be willing to pilot a program if there is a request to do so. Mayor Helbling commented that when recycling first started, recycling made sense when the product was worth money and residents were told that by the time this contract ended, residents would be getting paid money for recyclables. At this time, it doesn't make sense to spend over \$500,000 to recycle. Residents should have an option to recycle and it should not be forced on residents. Given all the other projects that are necessary, he does not think recycling is a top priority. He said he believes in recycling, but does not support this contract at this time.

Commissioner Rohr inquired as to how a program would work if residents were offered the option to voluntarily pay for recycling services? Is it worth it to provide a recycling program if it is lacking incentive for a program?

Mitch Dahlstrom explained that opening the program for subscription purposes, it would be a significant cost increase to just the residents that want to participate. When dealing with municipal contracts it has helped diffuse the cost to the homeowner. Data shows that 7/10 (70%) homes in Mandan participate in recycling. When WM took over the program in 2017, they were averaging 70 tons of material per month and now are up to 100 tons of material per month, a 42% increase. More people are recycling and they are recycling more items. He said that WM would be willing to partner with the City of Mandan to provide helpful education. The program has been a success and it continues to grow. There are going to 17 new plants in the US since recyclables are not going to China anymore. Commissioner Rohr said that he sees both sides but questioned the future in recycling. Dahlstrom provided information of recycling increasing.

Commissioner Braun said that when the City first considered recycling there was much discussion on starting the program in Mandan. When looking at data, the United States is No. 35 on the chart for recycling. Germany, Austria, South Korea, Switzerland, Wales are all countries that have implemented mandatory recycling and each 5 years they progressively add information on how much is going to be recycled in the future and how much that will help us and help our children. In Mandan, the data shows that 70% of the people contribute to the program. We have heard from some who are in favor of recycling and those that aren't in favor. What about all the people who have not been in contact or voiced concern either for or in opposition of recycling? If 70% are participating then you have to assume that they accept it or they are a proponent of it. He believes additional education will make a difference. This is not just a program. This is important for the community and he believes the City should continue with the program.

Commissioner Camisa tagged on to Commissioner Braun's comments stating that this topic is more than just helping future generations and helping the environment. There are long term costs that need to be kept in mind. And, concerns regarding landfill. It is unknown how much more the Bismarck landfill can take or how many years of service will be gotten out of that landfill. It's a very cost extensive business if a new landfill has to be found or relocated.

Commissioner Larson extended a thank you Waste Management for their customer service. Complaints are very rare and that's important when considering a contract renewal. WM rates are reasonable and we get good service so those are important items when considering a renewal.

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Mayor Helbling commented that due to the environment and circumstances that everyone is dealing with both locally and nationally right now, he noted that this nominal expense for a household can be burdensome, especially when the City will be assessing another \$3-\$4 a month on utility bills. He complimented Waste Management for their excellent customer service.

Commissioner Larson moved to approve to extend the terms of the recycling contract with Waste Management for an additional 5-years beginning January 21, 2021 through December 31, 2025 with a possible 3-year extension. Commissioner Camisa seconded the motion.

Mayor Helbling commented that with the recycling of grass clippings and regular recycling, when combining those two, the cost is about \$100,000 per month.

Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: No. The motion passed.

#### H. NEW BUSINESS

##### I. *Consider recommendation from the Visitor's Committee.*

City Administrator Neubauer presented a request to consider a funding recommendation from the Mandan Visitors Committee. He said that the Visitors Committee met on August 13, 2020 to discuss funding assistance for the Morton Mandan Public Library (MMPL) Downtown parks project. At that meeting, the Visitors Committee viewed a presentation of the project overview and elements that would be included. Members of the committee expressed interest in funding a portion of the project related to tourism. The request was for \$2.2M of assistance. The recommendation from the Visitors Committee was to provide funding of \$2.2M provided the dollars spent from the Visitors Committee go towards the tourism related facilities. The motion received unanimous approval. There is adequate funding available. Bartlett and West provided the following project cost with the total cost of the project including alternates with fees per the summary statement is \$5,785,420. The cost of the Park District portion is \$940,124 and the cost of the meeting rooms, new public restrooms, east entrance lobby, patio and deck and one-half of the costs associated with the parking lot is \$1,531,450. The Visitors Fund had a balance of \$2.2M at the beginning of 2020 and has expected revenue of \$495,000 in 2020 and that revenues are tracking above that projection. The projected unreserved amount at the end of 2020 is \$2.6M. Therefore, the funds are available to honor the recommendation of \$2.2M for this project, as there are no pending requests from this funding source.

The Visitors Committee recommended on a unanimous vote (3-0, two members were unable to attend, but one expressed his support for the project) a contribution to the MMPL Downtown Parks project of \$2.2M provided the funds are used for the tourism related aspects of the project.

Commissioner Larson moved to approve the Visitors Committee recommendation for a contribution to the MMPL Downtown Parks project of \$2.2M provided the funds are used for the tourism related aspects of the project. Commissioner Braun seconded the motion.

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Mayor Helbling clarified that these funds are dedicated by state law and can only be used for specific purposes. They cannot be used to repair roads or several projects that people would like to have improvements done for.

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

I. RESOLUTIONS AND ORDINANCES:

1. *Consider second and final consideration of Ordinance No. 1348 An Ordinance to Amend and Re-enact Section 10-2-10 of the Mandan Code of Ordinances Relating to Fireworks.*

City Administrator Neubauer presented the second and final consideration of Ordinance No. 1348 for approval. He reported that there have been no comments received since the first consideration.

Commissioner Larson moved to approve the second and final consideration of Ordinance No. 1348 an Ordinance to Amend and Re-enact Section 10-2-10 of the Mandan Code of Ordinances Relating to Fireworks. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: No; Mayor Helbling: Yes. The motion passed.

2. *First Consideration of Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD). (see Public Hearing No. 1).*

Commissioner Rohr moved to approve the First Consideration of Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD). (see Public Hearing No. 1). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

K. ADJOURNMENT:

There being no other business to come before the Board, Commissioner Braun motioned to adjourn the meeting at 6:30 pm. Commissioner Camisa seconded the motion. The motion received unanimous approval of the members present.

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James Neubauer  
City Administrator

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Tim Helbling, Mayor  
Board of City Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 26, 2020  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** First Consideration of Ordinance 1350 related to a zoning amendment from RM Residential and MC Industrial to CB Commercial

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**STATEMENT/PURPOSE:** Consider approval of the first consideration of Ordinance 1350 related to a zoning map amendment (rezone) from RM Residential and MC Industrial to CB Commercial.

**BACKGROUND/ALTERNATIVES:**

The applicant seeks to combine four (4) lots into one (1) and rezone the property for the purposes of commercial automotive sales (See Exhibits 1 and 2 showing the preliminary and final plats to be considered for approval at the September 15 meeting).

The property is located on the east side of 8th Ave. NW and north of I-94. The development abuts 8th Ave. NW, a collector road, and Old Red Trail NW, an arterial road. The future land use for the property is commercial and the CB Commercial zoning sought conforms to the land use plan for the area.

Adjacent property zoning is MC Industrial and CC Commercial.

Planning and Zoning Commission unanimously recommended approval of the rezone from RM Residential and MC Industrial to CB Commercial based on the findings in Exhibit 4.

**ATTACHMENTS:**

Exhibit 1 – Foundation Addition Preliminary Plat  
Exhibit 2 – Final Plat  
Exhibit 3 – Ordinance 1350  
Exhibit 4 – Findings

Board of City Commissioners

Agenda Documentation

Meeting Date: September 1, 2020

Subject: First Consideration of Ordinance 1350 related to a zoning amendment from RM Residential and MC Industrial to CB Commercial

Page 2 of 2

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Exhibit 5 – Present Zoning and Future Land Use of Subject Property

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The staff report and exhibits have been reviewed by Attorney Oster as part of the agenda packet. Ordinance 1350 was sent for review and any necessary changes will be included in the second final consideration presented to City Commission on September 15 assuming the first consideration is approved.

RECOMMENDATION: Planning and Zoning Commission unanimously recommended approval of the rezone from RM Residential and MC Industrial to CB Commercial based on the findings in Exhibit 4.

SUGGESTED MOTION: I move to approve the first consideration of Ordinance 1350 as presented in Exhibit 3 based on the findings in Exhibit 4.





# EXHIBIT 3

## ORDINANCE NO. 1350

### **AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.**

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Commercial; and

WHEREAS, Adjacent property to the west is zoned CC-Commercial and similar zoning would be appropriate; and

WHEREAS, Adjacent property to the north and east is zoned MC Industrial and commercial zoning would be appropriate; and

WHEREAS, The subject property abuts both arterial and collector roadways and is therefore conducive for commercial development; and

WHEREAS, Given the alignment with the Mandan Land use and Transportation designation, surrounding zoning either as commercial or for similar commercial purposes, and abutting roadways being arterial or collector roads and most suitable for commercial activity, the Planning and Zoning Commission recommended approval and the Board of City Commissioners affirms.

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

**SECTION 1. ZONING AMENDMENT.** Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

LOTS 24 THROUGH 27, BLOCK 2, PIONEER INDUSTRIAL PARK 1<sup>ST</sup> ADDITION IN THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 4.67 ACRES, MORE OR LESS.

Said tract shall be removed from the RM Residential District and MC Industrial District and be included in the CB – Commercial District.

**SECTION 2. RE-ENACTMENT.** Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

---

Tim Helbling, President  
Board of City Commissioners

Attest:

---

Jim Neubauer  
City Administrator

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

August 24, 2020  
September 1, 2020  
September 15, 2020

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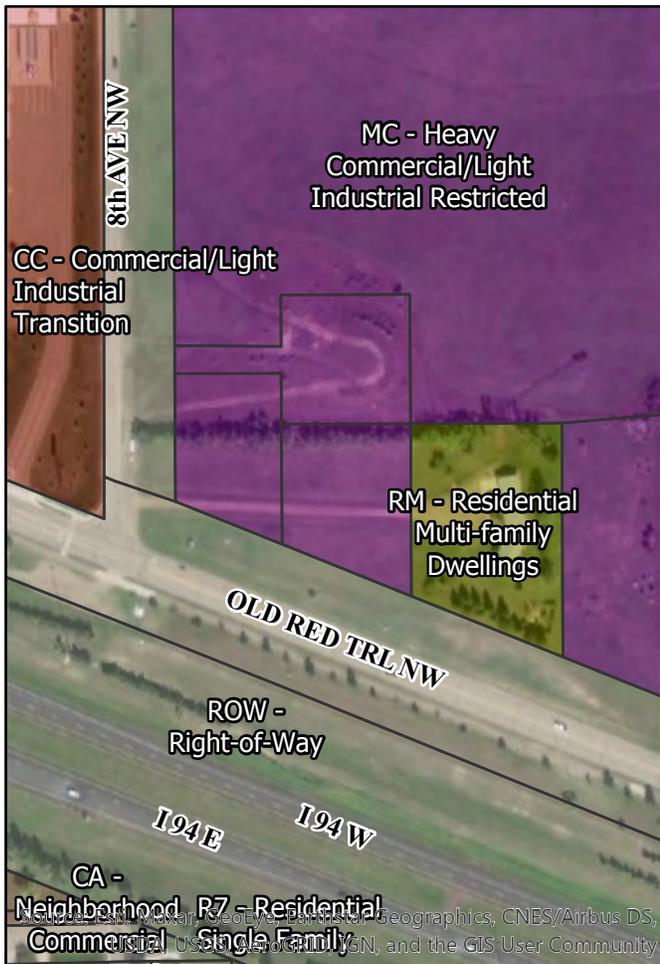
# EXHIBIT 4

## FINDINGS

- The Mandan Land Use and Transportation Plan designates the subject property as Commercial
- Adjacent property to the west is zoned CC-Commercial and similar zoning would be appropriate
- Adjacent property to the north and east is zoned MC Industrial and commercial zoning would be appropriate
- The subject property abuts both arterial and collector roadways and is therefore conducive for commercial development

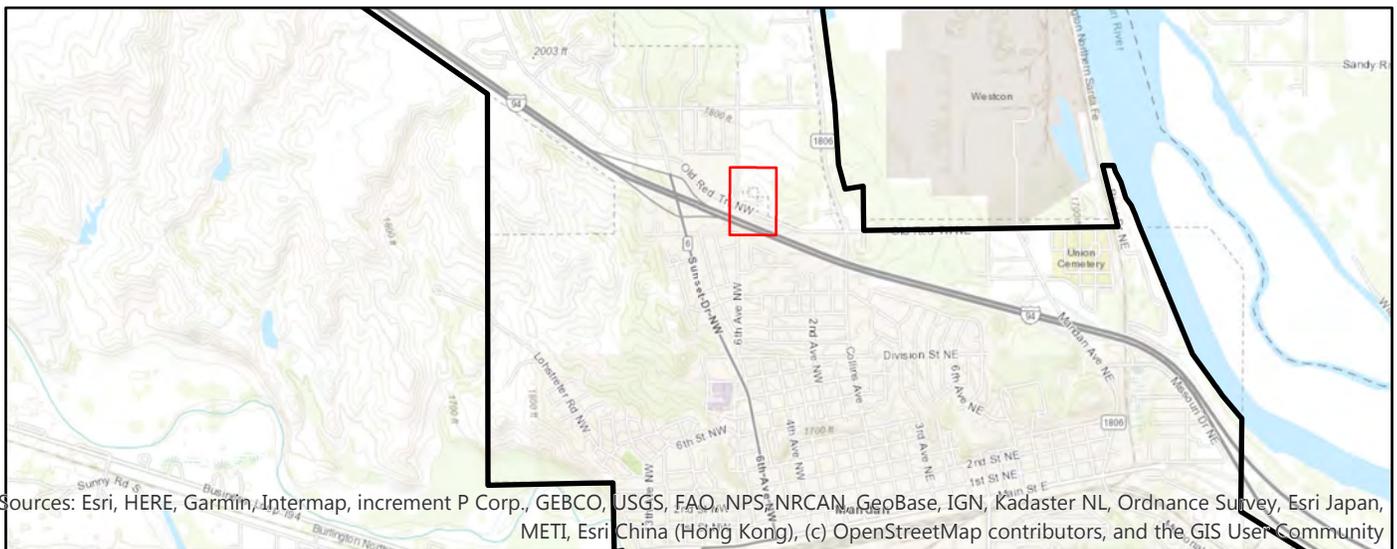
# Lots 24 through 27 Pioneer Ind. Park 1st Present Zoning and Future Land Use

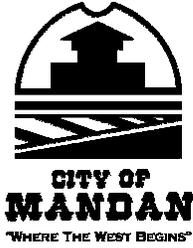
## EXHIBIT 5



**Present Zoning = RM Residential and MC Industrial**

**Future Land Use = Commercial**





Bids No.1

# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** September 1<sup>st</sup>, 2020  
**PREPARATION DATE:** August 21<sup>st</sup>, 2020  
**SUBMITTING DEPARTMENT:** Public Works - Streets  
**DEPARTMENT DIRECTOR:** Mitch Bitz  
**PRESENTER:** Mitch Bitz, Director of Public Works  
**SUBJECT:** Requesting Permission to Re-Bid Contingent Heavy Equipment Rates

---

STATEMENT/PURPOSE: Requesting permission to re-bid Contingent Heavy Equipment Rates.

BACKGROUND/ALTERNATIVES: We advertised as normally done in years prior. We published in the Mandan News on August 7<sup>th</sup> and 14<sup>th</sup> as well as on City of Mandan Website under Bids and Proposals. No bids were received at bid opening held on August 21<sup>st</sup> at 10:00 a.m. The re-bidding will allow city staff to advertise for private contractor rates for heavy equipment and operators, mainly utilized to assist in hauling snow.

Traditionally, city staff has utilized private contractors to augment our snow hauling efforts. We would like to re-solicit bids for the heavy equipment and trucks. We would still ask that contractors provide rates valid for a one year period.

ATTACHMENTS: Bidding Documents

FISCAL IMPACT: Will vary depending on weather conditions and needs

STAFF IMPACT: Minimal

LEGAL REVIEW: Attorney Oster's office has reviewed the documents

RECOMMENDATION: To allow staff to advertise for bids relating to heavy equipment rates

SUGGESTED MOTION: Move to approve staff advertising for bids related to contingency heavy equipment rates for the City of Mandan

## ADVERTISEMENT

The City of Mandan is seeking cost proposals for “Contingent Heavy Equipment Rates” for the Mandan Street Department, Mandan, ND.

Sealed bids for the “Contingent Heavy Equipment Rates” for the Mandan Street Department, Mandan, ND will be received in the office of the Public Works Director, until ten (10:00) o’clock a.m. on Wednesday, September 30<sup>th</sup>, 2020 where bids will be publicly opened and reviewed at the Public Works Department, 411 6<sup>th</sup> Ave SW, Mandan, ND. All bidders are invited to be present at the opening of the proposals.

The proposals must be mailed to the Public Works Director, 411 6<sup>th</sup> Ave SW or otherwise deposited with the Public Works Director, 411 6<sup>th</sup> Ave SW and shall be sealed and endorsed:

**“Proposal – Contingent Heavy Equipment Rates  
for the Mandan Street Department”  
Name of the person, firm or corporation submitting the bid**

If a bid is to be faxed, the bid must be sent to a bidder’s agent, independent of the City of Mandan, placed in a sealed envelope, labeled according to this specification and delivered to the office of the Public Works Director prior to the bid deadline.

Bids must be submitted on forms furnished by the City of Mandan and in accordance with specifications and conditions therein contained. Copies of proposal forms and specifications may be obtained from the Public Works Director at 411 6<sup>th</sup> Ave SW, Mandan, ND or on the City of Mandan web site, [www.cityofmandan.com](http://www.cityofmandan.com).

The right is reserved to hold all bids for a period of thirty (30) days, to reject any and all bids, to waive technicalities or to accept such as may be determined to be for the best interest of the City of Mandan

*Publish September 11<sup>th</sup> and 18<sup>th</sup>, 2020*

City of Mandan  
*James Neubauer*  
City Administrator

## REQUEST FOR BID

**Contingent Heavy Equipment Rates for the Mandan Street Department, Mandan, ND**  
Bids due 10:00 a.m. Wednesday, September 30<sup>th</sup>, 2020

Bids opened 10:00 a.m. Wednesday, September 30<sup>th</sup>, 2020

The City of Mandan plans to provide for contingent on-call assistance for the 2020-2021 seasons in conjunction and cooperation with our current Public Works Department Street Division operation as deemed necessary. The length of the bid term will be from October 1<sup>st</sup>, 2020 – October 1<sup>st</sup>, 2021, to include availability for all Street Division shift schedules. The City of Mandan requires that the successful bidder demonstrate their ability to access and provide within 5 hour notification by Brian Dirk, Public Works Street Superintendent or Mitch Bitz, Public Works Director:

- Minimum of 3 tandem trucks with a minimum of 20 yard boxes to include operators
- 2.5 yard Loader to include Operator
- Loader w/12' plow to include Operator
- Loader w/Blower attachment capable of loading truck at 2,000 tons/hr- Minimum
- Motor Grader w/12' plow to include Operator
- Skid-Steer to include Operator
- Skid-Steer w/Snow Blower to include Operator
- Skid-Steer w/Broom to include Operator

#### **Tandem Trucks, Loaders, Grader, Skid-steer and Operators**

##### **General Specifications:**

1. Truck(s) shall be clean North Dakota DOT inspected vehicles.
2. The successful bidder shall be responsible to provide adequate service, within Street Department timelines and response time, regardless of breakdowns or staffing issues. The successful bidder will be required to provide replacement equipment and/or drivers *within one hour* for scheduled snow removal service.
3. All truck drivers and equipment operators shall be qualified, competent, and safe operators with appropriate and applicable licenses.
4. The total bid price shall not include any North Dakota sales tax, for which an exemption certificate can be furnished.
5. Bids must be submitted on forms supplied by the City, and bidders must comply with all conditions in the bid specifications.
6. The City of Mandan reserves the right to reject any or all bids, or to accept the bid that is deemed to be in the best interest of the City of Mandan.
7. Work schedules will be communicated through Brian Dirk, Public Works Street Superintendent or his designee, to the successful bidder's point of contact listed on the bid form.
8. The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.
9. The successful bidder further undertakes and agrees to and with the City of Mandan that it will protect, indemnify, and hold harmless the City of Mandan from any and all damages and liability whatsoever on account of any accident or injury which may occur or be caused directly or indirectly to any person or property on account of the performance of said work by the contractor.

10. It is hereby understood and agreed that any and all employees of the successful bidder and all other persons employed by the company in the performance of any of the services required or provided for under this agreement shall not be considered employees of the City of Mandan, and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said company's employees while so engaged in any of the services to be rendered under this agreement by the company shall in no way be the obligation or responsibility of the City of Mandan.
11. Bid submitted must contain- Proof of ND State Contractors License.
12. The successful bidder shall, within 10 days of bid award, furnish a Certificate of Insurance to the Mandan Public Works Office, as evidence of sufficient and satisfactory coverage.
13. Any deletions, variations, or exceptions to the specifications must be explained in detail within submitted bid document(s).



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 26, 2020  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** 1806 South Project Preliminary Engineering Reimbursement (PER) Agreement

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**STATEMENT/PURPOSE:** As part of the deal to receive federal and state funds for projects addressing needs on our arterial and collector roadways, the DOT requires the city to enter into a Preliminary Engineering Reimbursement (PER) agreement that assures the DOT that the city will reimburse the DOT's engineering expenses should the city back out of project commitment.

**BACKGROUND/ALTERNATIVES:** City staff and the NDDOT are in agreement with the need for the project to improve Highway 1806 (aka 6th Avenue SE) from the Heart River Bridge to Main Street. The city's share for this project is 10% of the project costs. This PER assures the NDDOT that if the city should decide not to cooperatively agree to move forward with the project, that the NDDOT would be fully reimbursed for design costs.

The original scoping report did not include stormwater improvements for this problem area that has risen in priority under the railroad bridge just south of Main Street. Engineering and Public Works met with DOT staff about the possibility of adding scope to address the stormwater issues as part of this project. Without a good grasp on the cost of this add, the DOT could not move forward with that as part of this project. However, we are actively discussing another project needed to alleviate this drainage concern to be developed.

**ATTACHMENTS:** 1. 1806 South PER Agreement

**FISCAL IMPACT:** The project is preliminarily budgeted in 2021. The local share is 10% for this one which equates to an estimated approximately \$130,000. Finance has

identified special assessments, city-wide property taxes and city sales tax fund to pay for our local share.

**STAFF IMPACT:** Continuous coordination with DOT to develop and design project.

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

**RECOMMENDATION:** We recommend approval this PER agreement.

**SUGGESTED MOTION:** Move to approve the Preliminary Engineering Reimbursement (PER) Agreement for the 1806 South (6<sup>th</sup> Avenue SE) from Main Street to Heart River project.

DocuSign Envelope ID: E3D9B0FA-57C2-4197-BB82-CAEDBCF244CB

NDDOT Contract No. 38200793  
Project No. NHU-1-806(055)069

**North Dakota Department of Transportation  
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Mandan, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with a project on 1806 in Mandan from the Heart River to Main Street; and;

WHEREAS, the City agrees that the project be developed in accordance with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

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



Board of City Commissioners  
Agenda Documentation  
Meeting Date: September 1, 2020  
Subject: 1806 South Project Preliminary Engineering Reimbursement (PER) Agreement  
Page 4 of 8

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DocuSign Envelope ID: E3D9B0FA-57C2-4197-BB82-CAEDBCF244CB

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

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY (TYPE OR PRINT)

City of \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\*Mayor or President City Commission

CLA 17057 (Div. 38)  
L.D. Approved 7-17-99; 08-20



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Project No. NHU-1-806(055)069

**North Dakota Department of Transportation  
AUTHORIZATION**

At a \_\_\_\_\_ meeting held on the \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_, it was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_  
that the attached agreement be approved and that the \*  
and city auditor be authorized to execute in behalf of the city of \_\_\_\_\_  
and that two executed copies be returned to the North  
Dakota Department of Transportation Director.

Adopted on a vote of \_\_\_\_\_ aye, \_\_\_\_\_ nay, \_\_\_\_\_ absent.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

City of \_\_\_\_\_

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\*

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor or President City Commission



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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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



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#### Risk Management Appendix

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

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

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

**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 11-19





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 27, 2020  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Annual Liquor License Renewal

---

STATEMENT/PURPOSE: All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES: Application and fee have been received by the following applicants.

#### **CLASS "E" RESTAURANT ON-SALE BEER & LIQUOR**

1. Harvest LLC

Property taxes are current for these applicant.

#### ATTACHMENTS:

FISCAL IMPACT: The fees for this applicant have been received based upon the new resolution.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend to approve the liquor license received/named in this document for the period of September 1, 2020 – June 30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.

SUGGESTED MOTION: I move to approve the liquor license received/named in this document for the period of September 1, 2020 – June 30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 26, 2020  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Consider Ratification of a Special Use Permit for Daycare Center Located at 1710 E. Main St.

---

**STATEMENT/PURPOSE:** Consider ratification of a special use permit for daycare center located at 1710 E. Main St.

**BACKGROUND/ALTERNATIVES:**

The request for a special use permit is occurring after-the-fact, as the operator opened at this new location in Spring 2020.

**Background**

The property owners received funding toward a remodel of the structure in 2019 via the Storefront Improvement Program. All commercial development in the City is subject to architectural review by the Mandan Architectural Review Commission (MARC). At the February 12, 2019 MARC meeting, the applicant's had noted a number of possible uses such as daycare center and general office space. John Van Dyke, Principal Planner indicated to the property owner to call the Planning Department to make sure that a daycare at this location would be allowed. The Planning Department was not contacted subsequently to determine whether or not this was an allowed use at this location.

The property owners applied for and ultimately obtained a building permit on December 31, 2019 for the remodel of a portion of the building to accommodate a daycare center. A certificate of occupancy was issued on April 4, 2020.

The daycare center operator was issued a state license for a daycare center for up to 118 children on April 6, 2020 following the necessary fire and health department inspections (See Exhibit 1). The daycare center opened shortly thereafter.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 1, 2020

Subject: Consider Ratification of a Special Use Permit for Daycare Center Located at 1710 E. Main St.

Page 2 of 4

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In mid-June, the City received a complaint of noise coming from the daycare. This is when the Planning Department was notified of the use and spoke with the daycare operator and complainant. An application was received in late June, missing the deadline for the July Planning and Zoning Commission (See Exhibit 2). As part of the state licensing process, Department of Human Services advise each applicant to inquire with the City to determine if any permits are required (See e-mail thread involving applicant, staff, and Department of Human Services in Exhibit 3). The Planning Department was not contacted or involved in any discussions with the applicant or applicant representative.

#### Public and Department Comments

At the time of writing this report, staff received four public comments and one department comment. Public comments and a corresponding map are included in Exhibit 4 and a comment and evidence of community need for daycare services is provided by Ellen Huber, Business and Communications Director (See Exhibit 5).

Two property owners noted the primary concern as noise coming from the property. One public comment (address not provided in commenter's e-mail) noted concerns regarding potential safety issues as the kids are escorted from the daycare to Teamsters Park with no benefit of a sidewalk.

One property owner indicated support, noting the noise is preferential to other commercial noise in the vicinity.

Ellen Huber, Business and Communications Director indicates the need for daycare services in Morton County and providing evidence via the 2019 Child Care Profile produced by the Child Care Aware® of North Dakota program, which shows a potential demand of nearly 4,500 additional child care spaces. Director Huber also indicates support for Mandan businesses and its workforce by providing sufficient childcare services.

Regarding the lack of sidewalk on Shady Ln., Engineering and Planning Director, Justin Froseth indicated that the City is continuously identifying gaps in the pedestrian system and works to fill these gaps as they are identified and determined to be necessary to be filled. Director Froseth does not believe the special use permit should be contingent on the installation of a sidewalk.

#### Evaluative Criteria

Per 105-1-13 (d) (6), in order to provide a favorable recommendation, the Planning and Zoning Commission or a final decision by the Board of City Commissioners should

consider eight (8) items provided for in Exhibit 6 for reference. In evaluating these criteria, the Planning and Zoning Commission finds the following:

- The proposed use is not in conflict with the adopted plan of the city. A daycare with up to 118 children is a commercial use and aligns with the commercial designation per the future land use plan for this property.
- The proposed use is in harmony with this chapter contingent on meeting the minimum use standards as provided in Exhibit 7.
- Additional operational restrictions are required in order to not adversely affect the health, safety, and general welfare of the public and workers and residents in the area related to mitigating noise produced by the outdoor play area. The Planning and Zoning Commission recommends the following additional operational restrictions:
  - No more than twenty (20) children to be outside utilizing the onsite play area at any one time to mitigate noise.
  - The play area is required to be utilized no earlier than 9:30am and no later than 7:00pm to mitigate noise.
  - A ten (10) foot buffer is required along the east and west property boundary of the play area that adjoins the residentially used properties to mitigate noise.
- Without the additional operational restrictions, the use will be detrimental to the use or development of adjacent properties or of the surrounding neighborhood.
- The proposed use meets all appropriate regulations for the district in which it will be located.
- The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community.
- The proposed use should include a ten (10) foot buffer to the east and west sides of the play area to compensate for the departure that the proposed use has from existing residential adjacent uses.
- The proposed use includes adequate provisions for those individuals who are mobility impaired.

Planning and Zoning recommended unanimous approval of the special use permit and corresponding conditions of approval as provided in Exhibit 8 based on the findings in Exhibit 9.

ATTACHMENTS:

- Exhibit 1 – DHS State License
- Exhibit 2 – Application Documents
- Exhibit 3 – Correspondence w/Applicant RE Use Approval
- Exhibit 4 – Public Comments
- Exhibit 5 – Business Development Department Letter of Support
- Exhibit 6 – Evaluative Criteria
- Exhibit 7 – Daycare Center Use Standards
- Exhibit 8 – Special Use Permit for Daycare Center
- Exhibit 9 – Findings
- Exhibit 10 – Site plan and Floorplan

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Attorney Oster has reviewed the staff report and exhibits as part of the agenda packet. Attorney Oster was also in attendance at the respective Planning and Zoning Commission meeting where this item was discussed at length.

RECOMMENDATION: The Planning and Zoning Commission recommended unanimous approval of the special use permit and corresponding conditions of approval as provided in Exhibit 8 based on the findings in Exhibit 9.

SUGGESTED MOTION: I move to ratify the special use permit and corresponding conditions of approval as provided in Exhibit 8 based on the findings in Exhibit 9.

EXHIBIT 1



License Issued by the  
**NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES**  
THIS CERTIFIES THAT:

**A Child's Garden  
(Kennedy Mitchell)**

1710 E Main Street -Mandan ND 58554

is hereby licensed to operate a Child Care Center

at the above stated address for a maximum of 118 children at any one time between the ages of 0 and 12 yrs.

This license is issued subject to the provisions of North Dakota State Law, and shall be effective on April 7<sup>th</sup> 2020.

**This license expires on April 6, 2022.**

License Number 30-87-5420-C



*Kelsey Dubitz, LBSW*  
Early Childhood Services Supervisor

# EXHIBIT 2

CITY OF MANDAN	
Development Review Application	
<input type="checkbox"/> Minor Plat (\$300)	<input type="checkbox"/> Zone Change (\$600)
<input type="checkbox"/> Preliminary Plat up to 20 acres (\$400)	<input type="checkbox"/> Planned Unit Development (\$700)
<input type="checkbox"/> Preliminary Plat more than 20 acres (\$450)	<input type="checkbox"/> Land Use and Transportation Plan Amendment (\$1,000)
<input type="checkbox"/> Final Plat up to 20 lots (\$400)	<input type="checkbox"/> Vacation (\$500)
<input type="checkbox"/> Final Plat 21 to 40 lots (\$550)	<input type="checkbox"/> Variance (\$400)
<input type="checkbox"/> Final Plat more than 40 lots (\$700)	<input checked="" type="checkbox"/> Special Use Permit (\$450)
<input type="checkbox"/> Annexation (\$450)	<input type="checkbox"/> Stormwater submittal (\$300)
<input type="checkbox"/> Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	<input type="checkbox"/> Stormwater 2 <sup>nd</sup> & subsequent resubmittal (\$50)
<input type="checkbox"/> Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	
Summary of Request (Add separate sheet(s) as necessary) <b>Daycare center</b>	

Engineer/Surveyor			Property Owner or Applicant		
Name			Name <b>KENNEDY GRENSTEINER</b>		
Address			Address <b>707 E WACHNER AVE.</b>		
City	State	Zip	City	State	Zip
			<b>Bismarck</b>	<b>ND</b>	<b>58503</b>
email			email <b>kenngrensteiner@aol.com</b>		
Phone		Fax		Phone	
				<b>(701) 220 8596</b>	
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request. <b>SEE ATTACHED</b>					

Location		Type		Existing Zone	Proposed Zone	Project Name
<input checked="" type="checkbox"/> City	<input type="checkbox"/> ETA	<input type="checkbox"/> New	<input type="checkbox"/> Addition	<b>CA</b>		
Property Address				Legal Description		
<b>1710 E. MAIN AVE.</b>				<b>EAST 105' OF LOT 1 (LESS N. 146') + ALL OF LOT 2 (820) BLOCK 1, EASTWOOD</b>		
Current Use				ACRES 4 <sup>th</sup> SUBDIVISION		
<b>PREVIOUSLY UNITED PRINTING</b>						
Proposed Use				Section	Township	Range
<b>DAY CARE CENTER</b>					<b>139</b>	<b>81</b>
Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking	
<b>35,558sf</b>	<b>14,861 SF</b>	<b>1</b>	<del>7,624</del> <b>7,624</b>	<b>20</b>	<b>36</b>	

Print Name <b>KENNEDY GRENSTEINER</b>	Signature	Date
--	-----------	------

Office Use Only			
Date Received:	Initials: <b>nm</b>	Fees Paid: \$ <b>450</b>	Date <b>6-29-2020</b>
Notice in paper	Mailed to neighbors	P&Z meeting	
<input type="checkbox"/> Approved	Approved with conditions:		
<input type="checkbox"/> Denied			

July 31, 2020

Dear Property Owner:

The City of Mandan received an application from Kennedy Grensteiner, A Child's Garden, for a special use permit to operate a daycare at 1710 E Main Street. Said property is the East 105' of Lot 1 (less N. 146') and all of Lot 2, Block 1, Eastwood Acres 4<sup>th</sup> Addition, City of Mandan, Morton County, North Dakota.

The Mandan Planning and Zoning Commission will hold a public hearing Monday, August 24, 2020, at 5:30 p.m., in the Ed Bosh Froehlich Meeting Room at City Hall to consider the special use permit.

If Planning & Zoning approves the request, it will go before the City Commission on September 1, 2020, at 5:30 p.m., at City Hall for final approval.

Please contact the Engineering & Planning Department, at 667-3248 for questions or comments.

Planning & Zoning Department



- d. Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses?

*Normal Commercial exterior lighting (see attached) (12) 8 SOUTH 20 watt accent lighting  
4-EAST LED UP/DOWN  
get from Farrell Fetysen (3) down on east side  
Sign lighting = (4) goose neck on south side*

- e. Will the site of the proposed use have sufficient area to provide the parking required for the use?

*YES*

- f. Will the proposed use require adjustments to the normal lot size, height, and setback requirements of the district?

*NO*

The zoning map may be used to view the subject property and surrounding property's zoning and view property lines overlaid on aerials. The zoning map may be found on the City's website at [CityofMandan.com](http://CityofMandan.com) and selecting Departments → Engineering and Planning → Maps → Zoning Map or by clicking [here](#) if viewing this document digitally.

June 23<sup>rd</sup>, 2020

To the City of Mandan

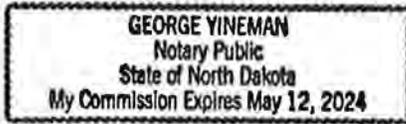
This letter shall serve as authorization for Kennedy Grensteiner, owner of A Child's Garden daycare center to request the Special Use Permit for her daycare center to be located at 1710 E Main Ave., Mandan, ND, Parcel ID # 65-0912000 to the City of Mandan for approval.

Signed:

Jason Hageness

Owner/Managing Partner of PK Holdings, LLC

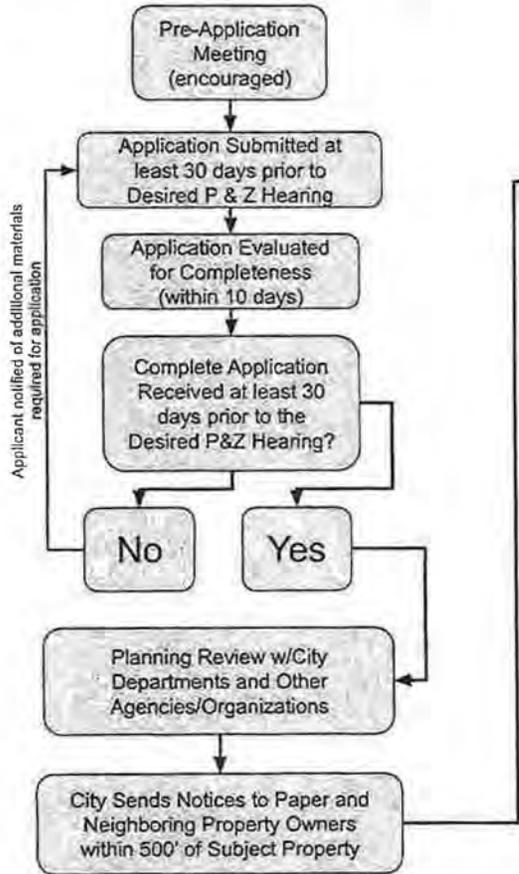
1021 S 23<sup>rd</sup> St., Bismarck, ND 58504



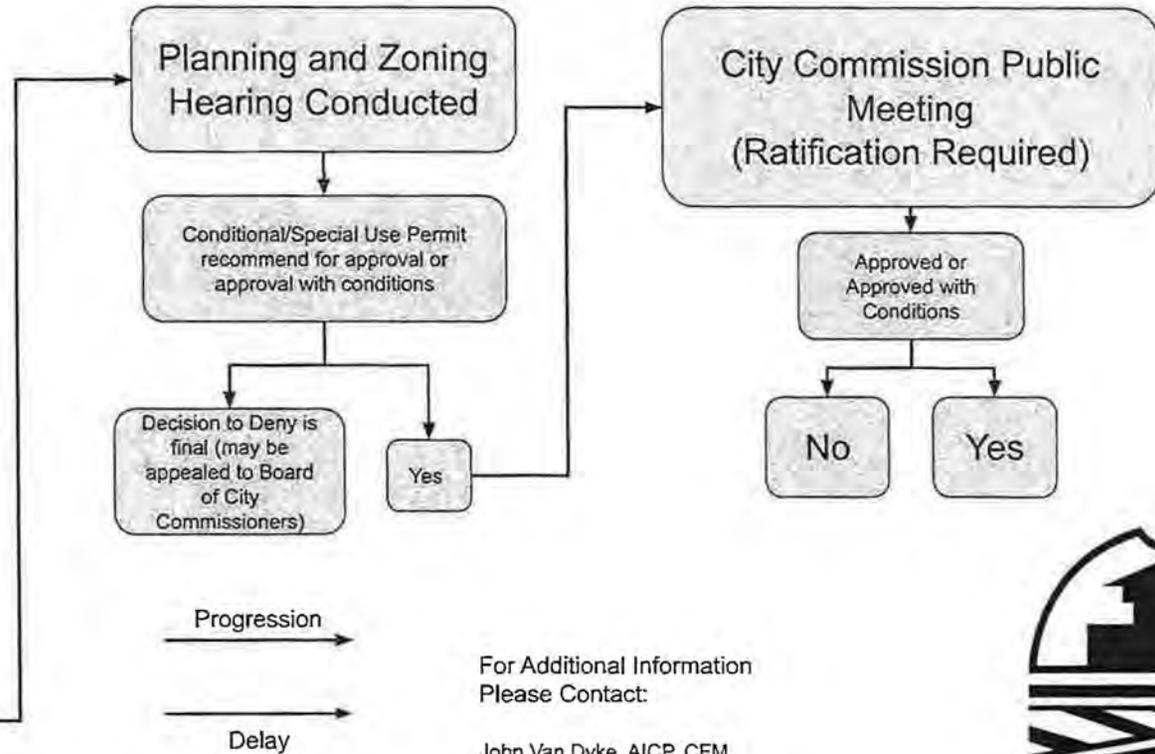
*George Yineman*

# Conditional/Special Use Permit

Average Time: 6-8 Weeks



## City of Mandan Land Use Application Process



For Additional Information Please Contact:

John Van Dyke, AICP, CFM  
 Principal Planner  
 Office: 701-667-3248  
 E-mail: [John.VanDyke@CityofMandan.com](mailto:John.VanDyke@CityofMandan.com)

Planning and Zoning Commission - 4th Monday of Each Month  
 City Commission - 1st and 3rd Tuesday of Each Month



# EXHIBIT 3 - Applicant and DHS Correspondence

## RE Need to Verfiy Use is Allowed

John W. Van Dyke

---

**From:** Kennedy Grensteiner <kenngrensteiner@aol.com>  
**Sent:** Wednesday, July 08, 2020 9:23 AM  
**To:** John W. Van Dyke  
**Subject:** Re: RE: RE: FW: A Child's Garden Inquiry

I just talked to the realtor and the owner. They said they had no idea that needed to happen.

-----Original Message-----

**From:** John W. Van Dyke <john.vandyke@cityofmandan.com>  
**To:** Kennedy Grensteiner <kenngrensteiner@aol.com>  
**Sent:** Wed, Jul 8, 2020 09:01 AM  
**Subject:** RE: RE: FW: A Child's Garden Inquiry

I'm just trying to determine if you discussed the daycare use at the property prior to obtaining the license from DHS. Did someone at the City provide explicit approval that this location was okay?

**From:** Kennedy Grensteiner <kenngrensteiner@aol.com>  
**Sent:** Wednesday, July 08, 2020 8:56 AM  
**To:** John W. Van Dyke <john.vandyke@cityofmandan.com>  
**Subject:** Re: RE: RE: FW: A Child's Garden Inquiry

I'm confused as to what's being asked

-----Original Message-----

**From:** John W. Van Dyke <[john.vandyke@cityofmandan.com](mailto:john.vandyke@cityofmandan.com)>  
**To:** Kennedy Grensteiner <[kenngrensteiner@aol.com](mailto:kenngrensteiner@aol.com)>  
**Sent:** Wed, Jul 8, 2020 08:04 AM  
**Subject:** RE: FW: A Child's Garden Inquiry

Thanks Kennedy, but nothing regarding the specific daycare use at the property?

**From:** Kennedy Grensteiner <[kenngrensteiner@aol.com](mailto:kenngrensteiner@aol.com)>  
**Sent:** Tuesday, July 07, 2020 6:52 PM  
**To:** John W. Van Dyke <[john.vandyke@cityofmandan.com](mailto:john.vandyke@cityofmandan.com)>  
**Subject:** Re: FW: A Child's Garden Inquiry

I have had both a fire inspection and health inspection done.

-----Original Message-----

From: John W. Van Dyke <[john.vandyke@cityofmandan.com](mailto:john.vandyke@cityofmandan.com)>

To: [kenngrensteiner@aol.com](mailto:kenngrensteiner@aol.com) <[kenngrensteiner@aol.com](mailto:kenngrensteiner@aol.com)>

Cc: [lloyd.deringer@goharlows.com](mailto:lloyd.deringer@goharlows.com) <[lloyd.deringer@goharlows.com](mailto:lloyd.deringer@goharlows.com)>

Sent: Tue, Jul 7, 2020 04:51 PM

Subject: FW: A Child's Garden Inquiry

Hi Kennedy,

Just one last thing, as I'm sure it will come up at P&Z. Did you speak with someone at the City regarding the daycare use per DHS instructions? I've highlighted the pertinent DHS portion in the thread below which relates to the applicant for the daycare contacting the City. Did that occur? If so, who did you speak with?

I probably won't have too many more questions after this. I appreciate your time.

Thank you,

John Van Dyke

---

**From:** Traeholt, Carmen J. <[ctraeholt@nd.gov](mailto:ctraeholt@nd.gov)>

**Sent:** Tuesday, July 07, 2020 3:21 PM

**To:** John W. Van Dyke <[john.vandyke@cityofmandan.com](mailto:john.vandyke@cityofmandan.com)>

**Subject:** RE: A Child's Garden Inquiry

Hi John,

If you could define verification for me as it relates to licensing a child care program? I can explain what our DHS staff does to assist with licensing a program.

When a person contacts our office inquiring about opening a child care program we connect them with a licensing specialist that specialist helps them through the state licensing process. **As part of the initial process and prior to licensing our licensing specialists will tell the person they need to contact the city to see if there are any permits needed to run a program in the perspective building our home.** At that point our

licensing specialist focuses on health and fire inspections, back ground checks for staff, water temperatures within the building, making sure there is appropriate outdoor play space and many, many other licensing specifics as they relate to the health and safety of the program participants.

[Carmen Traeholt](#)

Early Childhood Services Statewide Manager

701.328.4010 • 711 (TTY) • [ctraeholt@nd.gov](mailto:ctraeholt@nd.gov) • [DHS Home Page](#)

---

**From:** John W. Van Dyke <[john.vandyke@cityofmandan.com](mailto:john.vandyke@cityofmandan.com)>  
**Sent:** Tuesday, July 7, 2020 12:24 PM  
**To:** Traeholt, Carmen J. <[ctraeholt@nd.gov](mailto:ctraeholt@nd.gov)>  
**Subject:** RE: A Child's Garden Inquiry

Thank you Carmen. How would verification with the City typically occur?

---

**From:** Traeholt, Carmen J. <[ctraeholt@nd.gov](mailto:ctraeholt@nd.gov)>  
**Sent:** Tuesday, July 07, 2020 10:34 AM  
**To:** John W. Van Dyke <[john.vandyke@cityofmandan.com](mailto:john.vandyke@cityofmandan.com)>  
**Subject:** A Child's Garden Inquiry

Hello John

I have attached a copy of the license for A Child's Garden, located at 1710 E Main Street in Mandan.

If the city has special ordinances regarding childcare, DHS needs to make sure the childcare is following the ordinances and we require a health inspection and fire inspection prior to licensing a facility.

Thanks

Carmen Traeholt

Early Childhood Services Statewide Manager

701.328.4010 • 711 (TTY) • [ctraeholt@nd.gov](mailto:ctraeholt@nd.gov) • [DHS Home Page](#)



July 28, 2020

To: Whom it may concern

Re: Child's Garden Daycare

This is Tim + Terry Krueger at 105 Shady Lane. Tim retired 5 years ago and Terry retired 1 year ago. We have resided at this address close to 20 years.

When the daycare opened in April of this year, we had no idea the noise this would cause and interfere with us being outside and enjoying our porch that we had built 2 years ago. (picture included)

We do not mind kids playing; we have grandchildren and great grandchildren. The kids screaming at this daycare is out of bounds.

Not only is it difficult to enjoy our backyard, it is disruptive in our home when we open our windows.

In order to try to cut the noise, we built a new fence the end of May. The fence is taller and the gaps are smaller than our old fence, but to no avail.

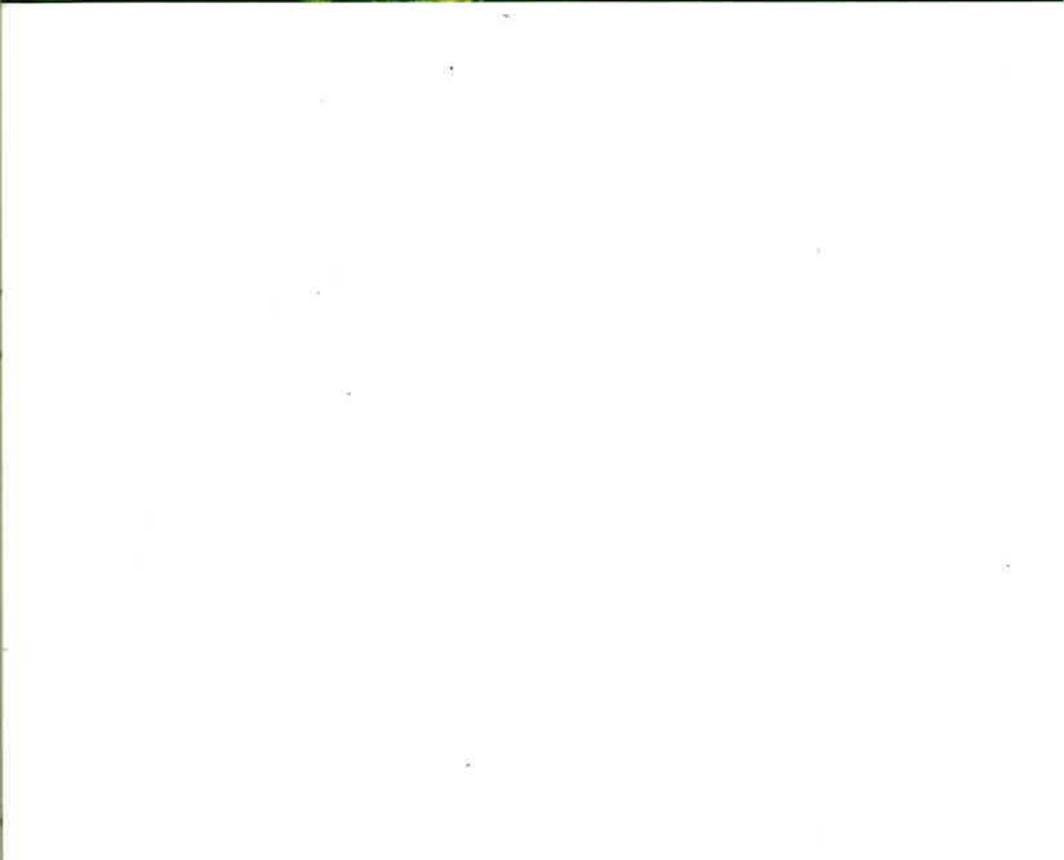
(picture included)

We would appreciate their co-operation in this matter, to lessen the noise and work with the neighborhood.

Thank-you  
Tim + Terry Krueger

phone 663-8149 cell 280-6299





Duane J/Regina M Kraft

Phone Call Received August 5 – Regina indicated that she is in favor of the daycare center, as the City needs business and needs daycares. The noise from the kids playing is preferential to the noise coming from Culver's. They reside at 1708 Main St. E which is immediately to the west of the daycare center.

Michael Smith/???(indiscernable)

Phone Call Received August 11 – Caller indicated that noise has been so loud that they have to sleep in the basement to avoid it (both residents work nights) and therefore oppose the special use permit. The caller also indicated that the traffic has exacerbated an already difficult area stemming from Culver's and other businesses. Since the daycare has opened traffic has increased exponentially on that street and it's hard to get in and out. They reside at 1709 1<sup>st</sup> St. NE which is approximately 150 ft. from the northern boundary of the daycare center.

## John W. Van Dyke

---

**From:** Paige Pederson <pedersonpn@hotmail.com>  
**Sent:** Thursday, August 06, 2020 4:14 PM  
**To:** John W. Van Dyke  
**Subject:** Re: Child's Garden Daycare Center

**Categories:** Red category

Hi John,,

Regarding the daycare in our neighborhood. I have no real problem with a daycare where it is but I do think that there are safety issues that should be addressed. Some of the young caregivers have been walking very young children or pushing them in strollers on Shady Lane. That street is very narrow and while not heavily traveled there is traffic. Also the young women were walking with their back to traffic. The corner of Main and Shady Lane is blind when there are vehicles parked. I also have some concern with adding traffic at the intersection in front of Culver's. The intersection is an accident waiting to happen under the best circumstances and with additional traffic?

Guess it comes to traffic and kids and safety and how the owners plan to handle outside walks.

---

**From:** John W. Van Dyke <john.vandyke@cityofmandan.com>  
**Sent:** Monday, August 3, 2020 4:54 PM  
**To:** pedersonpn@hotmail.com <pedersonpn@hotmail.com>  
**Subject:** Child's Garden Daycare Center

Here's my contact information.

*John Van Dyke, AICP, CFM*

**Principal Planner**

**Engineering and Planning Department**

City of Mandan

205 Second Avenue NW, Mandan, ND 58554

[www.cityofmandan.com](http://www.cityofmandan.com)

Office 701-667-3248



## EXHIBIT 5

### *Business Development & Communications*

August 12, 2020

Dear Mandan Planning & Zoning Commission:

The purpose of this letter is to convey support for a special use permit for A Child's Garden as a licensed childcare facility at 1710 E Main St.

A Child's Garden expanded earlier this year from its location in the Teen Challenge building, 1406 Second St NW.

Accommodating this business is about retaining and creating jobs and also providing an essential service for the area's workforce. Mandan needs childcare facilities. Child Care Aware of North Dakota's 2019 assessment for Morton County indicated a potential demand of 4,495 children ages 0-12 as compared to the capacity of licensed childcare programs of 987. The full summary is attached.

The 1710 E Main St. location is an area zoned CA for Neighborhood Commercial. It has reasonably good access from I-94 exits 55 and 53, off-street parking, a backyard for outdoor activities, and a park within a few minutes of walking along quiet neighborhood residential streets. The location is adjacent to single family residential. I'm optimistic that an agreement can be worked out to minimize noise concerns. For example, perhaps the center could divide children into smaller age-based groups for outdoor play.

Please give favorable consideration to steps needed to keep A Child's Garden operational within our community.

Sincerely,

Ellen Huber  
Business Development & Communications Director

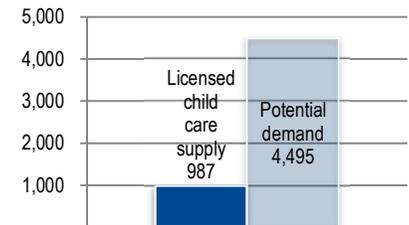


# Child Care Profile 2019

## Morton County

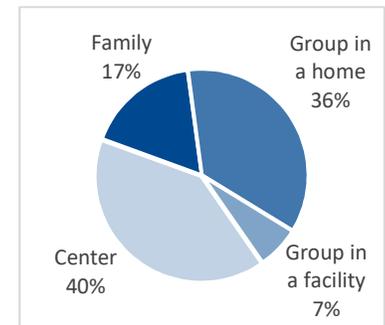
### Children Potentially Needing Child Care

	<u>0-2 yrs</u>	<u>3 yrs</u>	<u>4-5 yrs</u>	<u>6-12 yrs</u>	<u>Total</u>
Children in County by Age <sup>1</sup>	1,420	421	846	2,693	5,380
% of Children Ages 0 to 5 with All Parents in the Labor Force <sup>1</sup>					80.2%
% of Children Ages 6 to 13 with All Parents in the Labor Force <sup>1</sup>					86.8%
Children Ages 0 to 5 potentially needing child care due to parents in workforce					2,156
Children Ages 6 to 12 potentially needing child care due to parents in workforce					2,339
Capacity of state-licensed child care programs (family, group, center, school-age <sup>3</sup> )					987
Current Child Care Assistance Program Recipients Age 0-13 <sup>1</sup>					157
Percent to which supply meets potential demand					22%



### State-Licensed Early Childhood Program Type and Capacity<sup>2</sup> (2019)

	<u>Family</u>	<u>Group in a home</u>	<u>Group in a facility</u>	<u>Center</u>	<u>Total</u>
Number of Programs	19	29	3	5	56
Licensed Capacity	171	354	65	397	987
Reported Vacancies <sup>4</sup>	13	14	0	4	31
Providers/Capacity Added	6/54	6/78	2/45	0/0	14/177
Providers/Capacity Lost	3/27	11/138	0/0	3/170	17/335
Programs open before 7:00 a.m.	0	4	1	3	8
Programs open after 6:00 p.m.	1	0	0	0	1
Programs open on Weekends	0	0	0	0	0
Reported Size of Workforce	22	44	9	52	127
State-licensed school-age programs <sup>3</sup>	0		with a licensed capacity of		0



### Annual Cost of State-Licensed Child Care<sup>2</sup>

<u>Age of Child</u>	<u>Home-based Programs</u>		<u>Centers and Group Facilities</u>	
	<u>Average</u>	<u>Highest Rate</u>	<u>Average</u>	<u>Highest Rate</u>
Ages 0 to 17 months	\$7,754	\$9,620	\$8,334	\$10,400
18 to 35 months	\$7,531	\$9,620	\$8,115	\$10,140
Ages 3 to 5	\$7,474	\$9,620	\$8,162	\$9,880
Ages 6 to 12 (Annual costs for school-age children vary greatly based on hours needed.)				

[www.ndchildcare.org](http://www.ndchildcare.org)

<sup>1</sup> 2019 ND Kids Count Fact Book

<sup>2</sup> Child Care Aware® of North Dakota NACCRRAware Database (surveyed between January and June 2019)

<sup>3</sup> School-age care numbers reflect programs licensed exclusively as before and after school programs under Early Childhood Services rules. Not all school-age programs are required to be licensed. In addition, many school-age children are enrolled in family/group programs and child care centers.

<sup>4</sup> Vacancies change daily and may not match the location or program characteristics desired by families needing care. A 10% vacancy rate allows families some choice among programs.

# EXHIBIT 6

## Special Use Permit Evaluative Criteria

- a. The proposed use is in harmony with the purpose and intent of this chapter;
- b. The proposed use is not in conflict with the adopted comprehensive plan of the city;
- c. The proposed use will not adversely affect the health, safety, and general welfare of the public and the workers and residents in the area;
- d. The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood;
- e. The proposed use meets all appropriate regulations for the district in which it will be located;
- f. The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community;
- g. The proposed use includes adequate screening or buffering to compensate for any departure that the proposed use has from existing adjacent uses; and
- h. The proposed use includes adequate provisions for those individuals who are mobility impaired.

# EXHIBIT 7

## Daycare Center Use Standards

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

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



## EXHIBIT 8

# SPECIAL USE PERMIT

For

**Daycare Center**

The property owner(s) of the East 105' of Lot 1 less the North 146 feet and All of Lot 2, Block 1, Eastwood Acres 4<sup>th</sup> Addition are granted a special use permit for a daycare center as defined in Section 101-1-3 of the Mandan Code of Ordinances (MCO) subject to the following conditions:

1. The facility must receive state approval before an occupancy permit can be issued and limited to the number of children permitted by said license; and
2. The building shall provide not less than 35 square feet of interior play area per child; and
3. The fenced outdoor play area shall include not less than 75 square feet per child and shall be located no closer than ten feet to an adjoining residential lots on the east and west boundaries; and
4. The facility is not permitted to cater to adults; and
5. As a minimum, onsite parking shall be provided at the ratio of one space per manager and employee per shift plus one space for each 12 clients; and
6. Drop off and pickup of clients shall be in an area off the public street that is separate from parking spaces; and
7. No more than twenty (20) children to be outside utilizing the play area at any one time; and
8. The play area is required to be utilized no earlier than 9:30am and no later than 7:00pm.

Dated this 24<sup>th</sup> day of August 2020

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President, Planning and Zoning Commission

ATTEST:

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Planning and Zoning Secretary

Ratified by the Board of City Commissioners on \_\_\_\_\_.

# EXHIBIT 9

## Findings

- The proposed use is not in conflict with the adopted plan of the city. A daycare with up to 118 children is a commercial use and aligns with the commercial designation per the future land use plan for this property.
- The proposed use is in harmony with this chapter contingent on meeting the minimum use standards as provided in Exhibit 3.
- Additional operational restrictions are required in order to not adversely affect the health, safety, and general welfare of the public and workers and residents in the area related to mitigating noise produced by the outdoor play area. The following additional operational restrictions are:
  - No more than fifteen (15) children to be outside utilizing the onsite play area at any one time.
  - The play area is required to be utilized no earlier than 9:30am and no later than 7:00pm.
  - A ten (10) foot buffer is required along the east and west property boundary of the play area that adjoins the residentially used properties.
- Without the additional operational restrictions, the use will be detrimental to the use or development of adjacent properties or of the surrounding neighborhood.
- The proposed use meets all appropriate regulations for the district in which it will be located.
- The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community.
- The proposed use should include a ten (10) foot buffer to the east and west sides of the play area to compensate for the departure that the proposed use has from existing residential adjacent uses.
- The proposed use includes adequate provisions for those individuals who are mobility impaired.

# EXHIBIT 10 - PARKING AND FLOOR PLAN



## NEW COMMERCIAL APPLICATION AND SITE PLAN REVIEW

**Building Department, 205 2<sup>nd</sup> Ave. NW, Mandan ND 58501 Phone: (701) 667-3230 Fax: (701) 667-3481**

Project Name: <b>Daycare Tenant</b>		Estimated Cost: <b>200,000</b>	
Property Location (Legal Description - Lot, Block, Addition): <b>1710 E Main St</b>			
Property Address: <b>1710 E Main St</b>		Existing Use of Land/Bldg: <b>Previously United</b>	
New Construction, Addition, or Remodel: <b>Remodel</b>		Proposed Use of Land/Bldg: <b>Strip Mall- Daycare</b>	
Parcel Size (sf):		Number of Stories: <b>1</b>	Units: Overall Height:
Detailed Project Description: (please fill out separate permit for each building, if multiple buildings). Previously known as United Printing in Mandan, Has been remodeled into 5 separate tenants. The Largest of the tenant space being used for the daycare. Framing separate classrooms. Finish Work Etc.		Total Square Footage of Building: <b>14,000</b>	
		Number of Off-street parking spaces required:	
		Number of Off-street parking spaces provided:	
PROPERTY OWNER:			
Name <b>Jason Hageness</b>		Daytime Telephone Number:	
Mailing Address: <b>1021 s 21st st Bismarck, ND 58504</b>		Email: <b>Jason.Hageness@goharlows.com</b>	
CONTRACTOR			
Name: <b>Thomas Robert Craftsman Remodel LLC - D</b>		Name and Email of Contact Person : <b>Tom Eastgate-thomasrobertcr@gmail.com</b>	
Mailing Address: <b>504 3rd St NW Mandan, ND 58554</b>		Daytime Phone #: <b>701-989-0677</b>	ND License #: <b>AEC1744</b>
CONTACT PERSON (FOR PURPOSE OF PROCESSING THIS APPLICATION):			
Name of Contact Person: <b>Tom Eastgate</b>		Name of Firm, if applicable: <b>Craftsman Contracting</b>	
Mailing Address: <b>504 3rd St NW Mandan, ND 58554</b>			
Daytime Phone Number: <b>7019890677</b>		Email Address: <b>thomasrobertcr@gmail.com</b>	
SUB CONTRACTORS			
Zoning District:	Plumbing: <b>Rivers Edge Plumbing &amp; AEC531</b>	ND License #	
Occupancy Classification:	Heating: <b>Schaff Heating &amp; Air</b>	ND License # <b>AEC1819</b>	
Type of Construction: <b>Remodel</b>	Electrical: <b>Fetzer Electric</b>	ND License # <b>AEC517</b>	

I hereby acknowledge that this application is not a Building Permit, nor does it authorize the start of construction.

Signature of applicant

12/10/19  
Date



12/2/2019 8:51:14 AM

DAY CARE

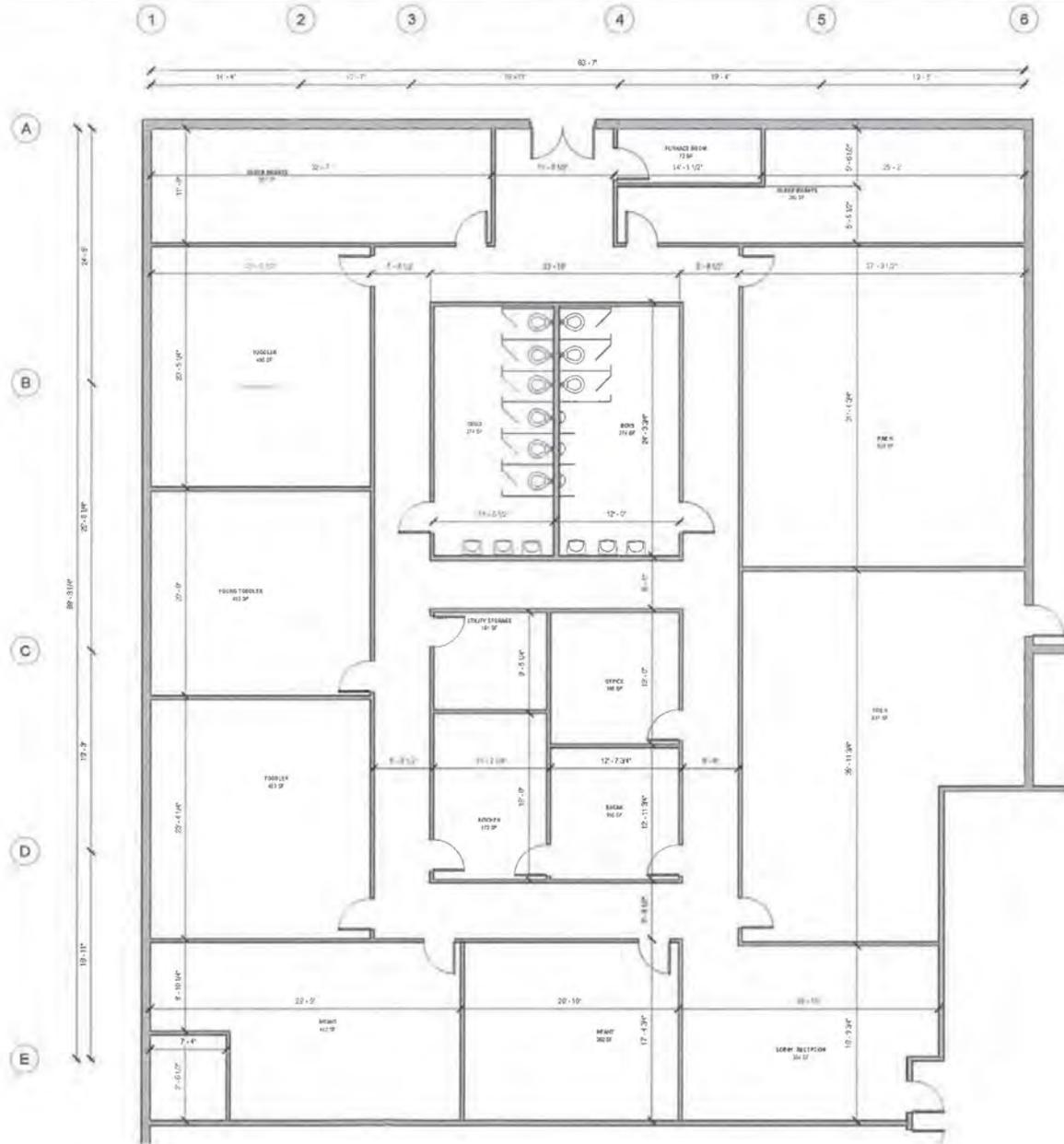
SD  
BISMARCK, ND  
12/2/19  
1901

PROPOSED DAYCARE

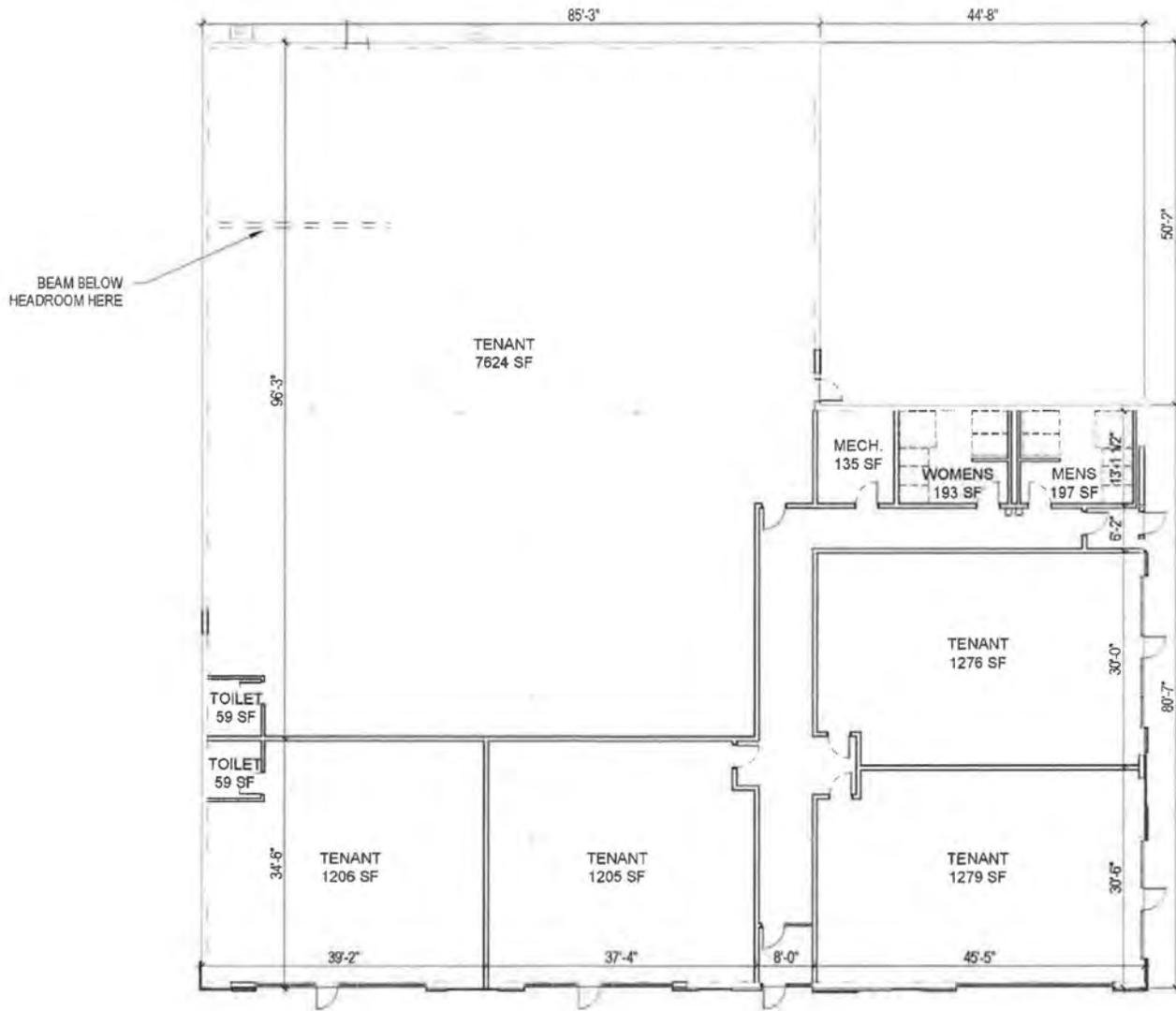
3/16" = 1'-0"

A2.1

Author  
12/2/2019 8:51:14 AM



1 MAIN FLOOR PLAN - DAYCARE  
ENLARGED  
3/16" = 1'-0"



Preliminary - Not for Construction

1 Presentation Main Floor Plan  
 Scale: 1/16" = 1'-0"



1 SE CORNER  
Scale:



3 EAST SIDE  
Scale:



2 SOUTH SIDE  
Scale:

Preliminary - Not for Construction



**SITE INFORMATION**

ZONE: CA  
 LOT SIZE: 35,558 SF  
 BUILDING SIZE: 14,861 SF

**OFFSTREET PARKING:**  
 - RESTAURANT: 1 SPACE PER 4 SEATS  
 - MEDICAL CLINIC: 3 PER DOCTOR + 1 FOR EACH 2 EMPLOYEES  
 - RETAIL: 1 PER 400 SF  
 - OFFICE: 1 PER 400 SF  
 - BILLIARDS (PLACE OF PUBLIC ASSEMBLY - VERIFY): 1 PER 400 SF  
 - CHURCH (PLACE OF PUBLIC ASSEMBLY - VERIFY): 1 PER 400 SF

**28 EXISTING STALLS**  
 14,861 SF / 400 SF = 38 STALLS REQUIRED  
 39 STALLS SHOWN - VERIFY  
 \*VERIFY HDCP STALLS

\*FIELD VERIFY ALL DIMENSIONS

**1 Presentation Site Plan**  
 Scale: 1/32" = 1'-0"

Preliminary - Not for Construction





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 26, 2020  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Consider Ratification of a Special Use Permit for a Multi-use Shop to be Located on Lot 3, Block 1, Evergreen Heights Third Addition

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**STATEMENT/PURPOSE:** Consider ratification of a special use permit for a multi-use shop to be located on Lot 3, Block 1, Evergreen Heights Third Addition.

**BACKGROUND/ALTERNATIVES:**

Val Renner seeks to construct multi-use shops for commercial purposes related to residential contractor businesses and others as allowed by Ordinance 1313 Section 3 Subsection 2. (See Exhibit 2). The multi-use shop structure will include six (6) units as shown in the application documents included in Exhibit 1.

Ordinance 1337, adopted by the Board of City Commissioners on April 21, 2020 requires a special use permit for multi-use shops. The use standards are provided in Exhibit 3.

The applicant has been approved by the Mandan Architectural Review Commission for the landscaping, layout, and façade elements of the project.

Per 105-1-13 (d) (6), in order to provide a favorable recommendation, the Planning and Zoning Commission or a final decision by the Board of City Commissioners should consider eight (8) items provided for in Exhibit 4 for reference. In evaluating these criteria, the Planning and Zoning Commission finds the following:

- The proposed use is in harmony with the purpose and intent of this chapter subject to the restrictions included in Ordinance 1313.
- The proposed use is in conflict with the future land use map of the City; however, this deviation was evaluated by Planning and Zoning Commission and the Board of City Commissioners in late 2019 as part of Ordinance 1313.

- The proposed use will adversely affect the health, safety, and general welfare of the public and the workers and residents in the area without additional conditions as provided below:
  - External, structural illumination shall be downward and inward facing so as to avoid glare into the adjacent residential properties. Onsite property lighting shall be downward facing for the same reason.
  - Noise-producing business-related activities, other than those of an office or clerical nature, are limited to between 6:00am and 10:00pm so as to avoid creating a nuisance for adjacent residential properties. Nothing in this condition permits exceeding the requirements of the MCO pertaining to noise nuisances.
  
- The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood if the additional restrictions are included as noted in the previous bullet point.
  
- The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community.
  
- The proposed use includes adequate screening or buffering to compensate for any departure that the proposed use has from existing adjacent uses.
  
- The proposed use includes adequate provisions for those individuals who are mobility impaired.

#### Planning and Zoning Commission Recommendation

Given the previous evaluation of the use at this property through the zoning and platting of the property finalized in November 2019, the Planning and Zoning Commission has few concerns regarding the appropriateness of the use at this location. Noise and lighting should be mitigated to the fullest extent possible due to the abutting residential neighborhood and restrictions to this effect are included in the special use permit provided in Exhibit 6. The noise restriction aligns with information provided by the applicant in Exhibit 1.

The Planning and Zoning Commission approved the special use permit for a multi-use shop as provided in Exhibit 6 based on the findings in Exhibit 5.

#### ATTACHMENTS:

Exhibit 1 – Application

Exhibit 2 – Ordinance 1313 for reference

Board of City Commissioners

Agenda Documentation

Meeting Date: September 1, 2020

Subject: Consider Ratification of a Special Use Permit for a Multi-use Shop to be Located on Lot 3, Block 1, Evergreen Heights Third Addition

Page 3 of 3

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Exhibit 3 – Use Standards for Multi-use Shops per Section 105-1-5 (k) of the Mandan Code of Ordinances

Exhibit 4 – SUP Evaluative Criteria

Exhibit 5 – Findings

Exhibit 6 – Special Use Permit w/conditions of approval

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Attorney Oster has reviewed the staff report and exhibits as part of the agenda packet. Attorney Oster was also in attendance at the respective Planning and Zoning Commission meeting where this item was discussed.

RECOMMENDATION: The Planning and Zoning Commission approved the special use permit for a multi-use shop as provided in Exhibit 6 based on the findings in Exhibit 5.

SUGGESTED MOTION: I move to ratify the special use permit and corresponding conditions of approval as provided in Exhibit 6 based on the findings in Exhibit 5.

# EXHIBIT 1

CITY OF MANDAN	
Development Review Application	
Minor Plat (\$300)	Zone Change (\$600) <input type="checkbox"/>
Preliminary Plat up to 20 acres (\$350)	Planned Unit Development (\$700)
Preliminary Plat more than 20 acres (\$400)	Zone Change with Minor Plat (\$400)
Final Plat up to 20 lots (\$350)	Vacation (\$500)
Final Plat 21 to 40 lots (\$475)	Variance (\$400)
Final Plat more than 40 lots (\$700)	<input checked="" type="checkbox"/> Special Use Permit (\$450)
Annexation (\$450)	<input checked="" type="checkbox"/> Stormwater submittal (\$300)
Annexation with Minor Plat (\$200)	Stormwater 2 <sup>nd</sup> & subsequent resubmittal (\$50)
<b>Summary of Request</b>	
Applicant requests to construct shop condos on Lot 3, Block 1 Evergreen Heights 3rd Addition.	

Engineer/Surveyor			Property Owner or Applicant		
Name Feser Engineering, PC   SES Geomatics			Name Val Renner		
Address 1217 N 1st Street   2321 Harding Avenue			Address 4655 Hwy 6		
City Bismarck	State ND	Zip 58501	City Mandan	State ND	Zip 58554
email greg@fesereng.com   ljs2363@midco.net			email ajrenner@Live.com		
Phone 400-2801   220-9843		Fax	Phone 426-0522		Fax
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location	Type	Existing Zone	Proposed Zone	Project Name
City: <input checked="" type="checkbox"/> ETA <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Addition	CA	CA		Renner's Shop Condos
Property Address 1601 Hwy 1806 S		Legal Description Lot 3, Block 1 Evergreen Heights 3rd Addition		
Current Use Ag				
Proposed Use		Section 35 Township 133 Range 81		
A site plan will be prepared for construction of shop condos on Lot 3, Block 1				
Parcel Size 69,067 SF	Building Footprint 8,900 SF	Stories 2	Building SF 8,900 SF	Required Parking 20
			Provided Parking 21	

Print Name <i>Valan Renner</i>	Signature <i>Valan Renner</i>	Date 7-8-2020
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Office Use Only			
Date Received:	Initials: <i>nm</i>	Fees Paid: \$ 750	Date 7/10/2020
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

Updated 1/1/2019

N:\PLANNING & ZONING\Development Application - January 2019.docx

## **Additional Submittals**

### **Conditional-Special Use Permit**

A special or conditional use permit application shall include the following additional submittals:

- 1.** An answer with explanation for each of the following questions (please answer the below questions as completely as possible. Incomplete applications will not be accepted and may cause a delay in the application process):

- a. Will the proposed use be designed, constructed, operated, and maintained so as to be compatible in appearance with the existing or intended character of the neighborhood?

Yes. Neutral colors are being used for the building siding and roofing. The goal is to have tenants that will use the building generally within normal working hours.

- b. Will the proposed use involve activities, processes, materials, equipment, or conditions of operation that will be incompatible with the neighborhood due to the production of traffic, noise, smoke, fumes, glare, or odors?

No. The goal is to have tenants that will use the building generally within normal working hours. Tenants will be businesses and it is anticipated the tenants would typically stop in the morning and go to job sites from there, minimizing the traffic and noise throughout the day. No manufacturing will be allowed per rental agreements, but also according to zoning.

- c. Will the hours of operation of the proposed use be different than the adjacent uses?

No. It is anticipated that uses will be typically be 8 AM to 5 PM (give or take a little) businesses.

- d. Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses?

No. The intended exterior lighting for the building will be essentially low-level security lighting. The types of tenants and their typical hours would not require any additional exterior lighting.

- e. Will the site of the proposed use have sufficient area to provide the parking required for the use?

Yes. Parking meets zoning requirements and there would be additional space in the shops should tenants have additional vehicles.

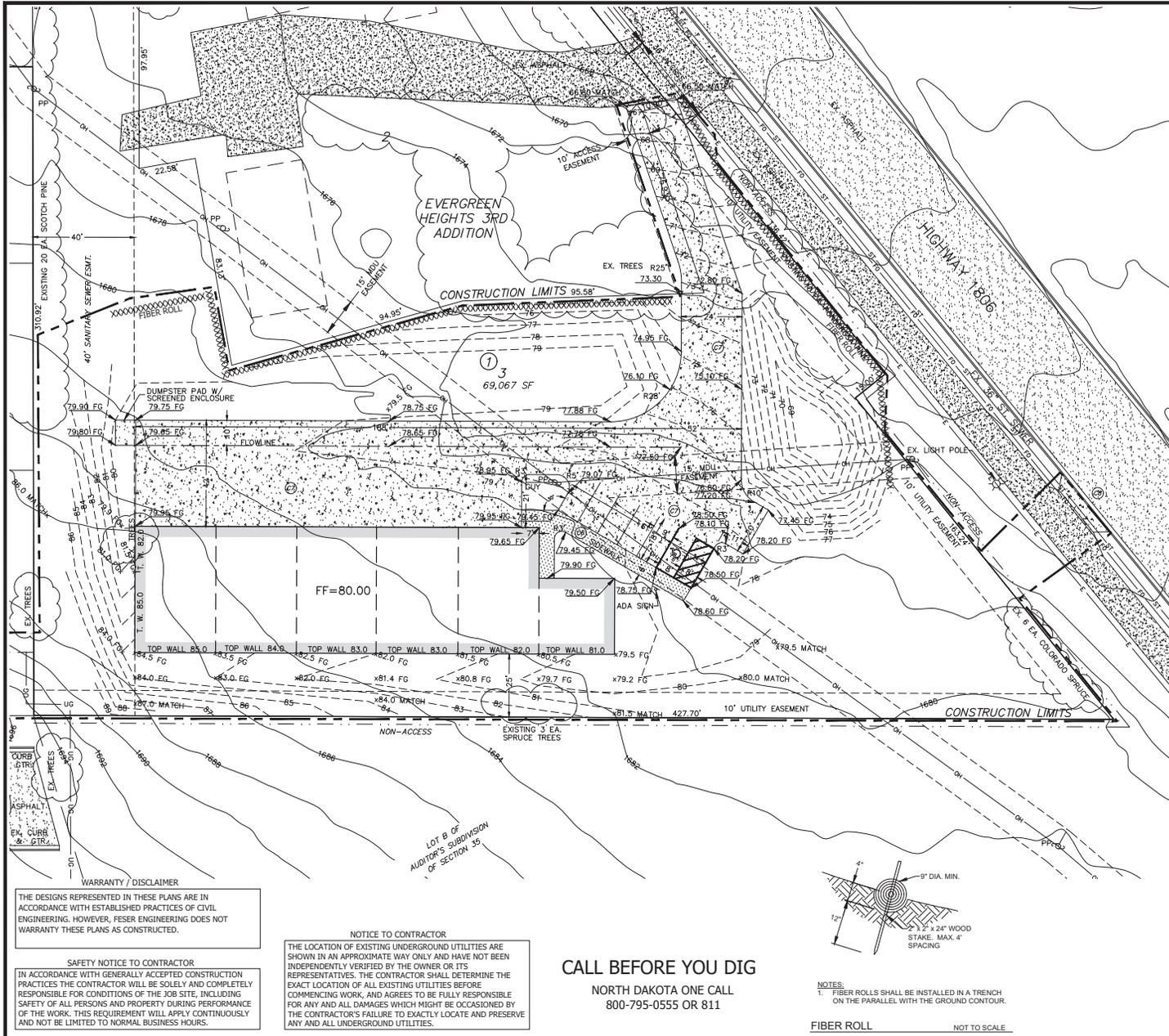
- f. Will the proposed use require adjustments to the normal lot size, height, and setback requirements of the district?

No. We currently have additional space on the lot that will remain as green space and we meet all of the district requirements.

The zoning map may be used to view the subject property and surrounding property's zoning and view property lines overlaid on aerials. The zoning map may be found on the City's website at [CityofMandan.com](http://CityofMandan.com) and selecting Departments → Engineering and Planning → Maps → Zoning Map or by clicking [here](#) if viewing this document digitally.





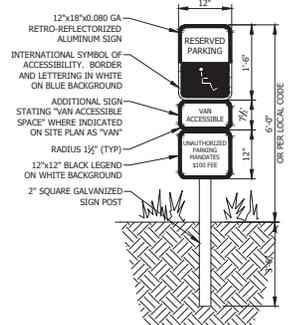


**GRADING**

1. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AN EROSION MANAGEMENT PLAN AND FOR THE IMPLEMENTATION AND MAINTENANCE OF THE PLAN. THE GENERAL CONTRACTOR SHALL CONTROL ON SITE EROSION SO AS NOT TO DISCHARGE ERODED MATERIAL ONTO ADJACENT PROPERTIES OR DOWN STREAM WITHOUT APPROVAL FROM THE OWNER AND THE CIVIL ENGINEER. IF ANY EXCAVATION OR EMBANKMENT MATERIAL DOES FLOW ONTO EXISTING IMPROVEMENTS, THE CONTRACTOR SHALL IMMEDIATELY RECTIFY THE PROBLEM AND REPAIR DAMAGES.
2. THE OWNER WILL SUBMIT A STORM WATER MANAGEMENT PLAN TO THE CITY OF BISMARCK TO RECEIVE PLAN APPROVAL. A COPY OF THE PLAN IS AVAILABLE AT THE CIVIL ENGINEERS OFFICE. THE PLAN MAY IDENTIFY THE MINIMAL EFFORT THAT THE CONTRACTOR MUST IMPLEMENT.
3. THE OWNER AND THE GENERAL CONTRACTOR SHALL JOINTLY SUBMIT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TO THE NORTH DAKOTA HEALTH DEPARTMENT. THE CONTRACTOR SHALL PREPARE THE SWPPP'S. THE OWNER WILL ULTIMATELY BE RESPONSIBLE FOR SUBMITTING A NOTICE OF TERMINATION.
4. PROTECT ADJACENT UTILITIES THAT ARE TO REMAIN.
5. CLEAR AND GRUB THE SITE AS NEEDED. DISPOSE OF ALL UNSUITABLE MATERIAL OFFSITE. PROVIDE ALL NECESSARY EROSION CONTROL MEASURES.
6. THE CONTRACTOR SHALL GRADE THE SUBGRADE TO 6 INCHES BELOW THE PROPOSED GRADE. PLACE AND COMPACT 4 INCHES OF TOPSOIL TO BRING THE SITE UP TO THE PROPOSED GRADES.
7. PLACE TOPSOIL WHERE THE SOUTH CONCRETE/ASPHALT DRIVEWAY WAS REMOVED.

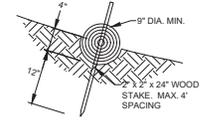
**CONCRETE**

- ① EXTERIOR CONCRETE MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE CITY OF MANDAN SPECIFICATIONS EXCEPT AS MODIFIED HEREIN. AIR CONTENT SHALL BE 5 PERCENT (1 TO 7 PERCENT). COMPRESSIVE STRENGTH SHALL 4,000 PSI AT 28 DAYS. SLUMP SHALL BE A MAXIMUM OF 4".
- ② CONTRACTION JOINT SPACING SHALL NOT EXCEED TWICE THE DEPTH OF THE JOINTS IN FEET (I.E. 4" CONCRETE = 8" MAX. JOINT SPACING).
- ③ CONTRACTION JOINT DEPTH SHALL BE NO LESS THAN 1/4 THE CONCRETE DEPTH.
- ④ JOINTS MAY BE SAWS. MINIMUM DEPTH OF SAWS JOINTS TO BE 3/4", WIDTH SHALL BE 1/8".
- ⑤ CONSTRUCTION JOINTS WILL BE SPACED TO COINCIDE WITH CONTRACTION JOINT SPACING. CONSTRUCTION JOINTS SHALL HAVE A MINIMUM 1-1/2" DIA. HALF ROUND KEYWAY FOR LOAD TRANSFER.
- ⑥ 4" UNREINFORCED CONCRETE SIDEWALK.
- ⑦ 7" UNREINFORCED CONCRETE.
- ⑧ CONSTRUCT STANDARD CURB & GUTTER WHERE THE DRIVEWAY WAS REMOVED.



- NOTES:**
1. PROVIDE (1) SIGN PER HANDICAP SPACE. SEE SITE PLAN FOR EXACT LOCATION.
  2. SIGN PANELS MAY BE MOUNTED TO THE BUILDING UPON OWNER'S PERMISSION.

ACCESSIBLE PARKING SIGN NOT TO SCALE



- NOTES:**
1. FIBER ROLLS SHALL BE INSTALLED IN A TRENCH ON THE PARALLEL WITH THE GROUND CONTOUR.

FIBER ROLL NOT TO SCALE

**WARRANTY / DISCLAIMER**

THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING. HOWEVER, FESER ENGINEERING DOES NOT WARRANT THESE PLANS AS CONSTRUCTED.

**SAFETY NOTICE TO CONTRACTOR**

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL BUSINESS HOURS.

**NOTICE TO CONTRACTOR**

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**CALL BEFORE YOU DIG**

NORTH DAKOTA ONE CALL  
800-795-0555 OR 811

REVISION	DATE

**FESER ENGINEERING, PC**

1217 N 1ST STREET, BISMARCK, ND 58501  
PHONE 701-400-2801 EMAIL greg@feser.com

**SITE AND GRADING PLAN**

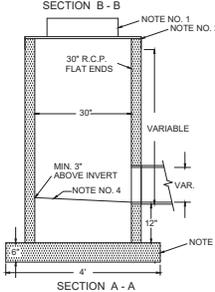
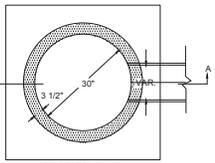
RENNER'S SHOP CONDOS  
EVERGREEN HEIGHTS 3RD ADDITION

MANDAN, NORTH DAKOTA

DESIGNED BY: GJF  
REVIEWED BY: GJF  
PROJ. NO.:  
DATE: 6-10-20

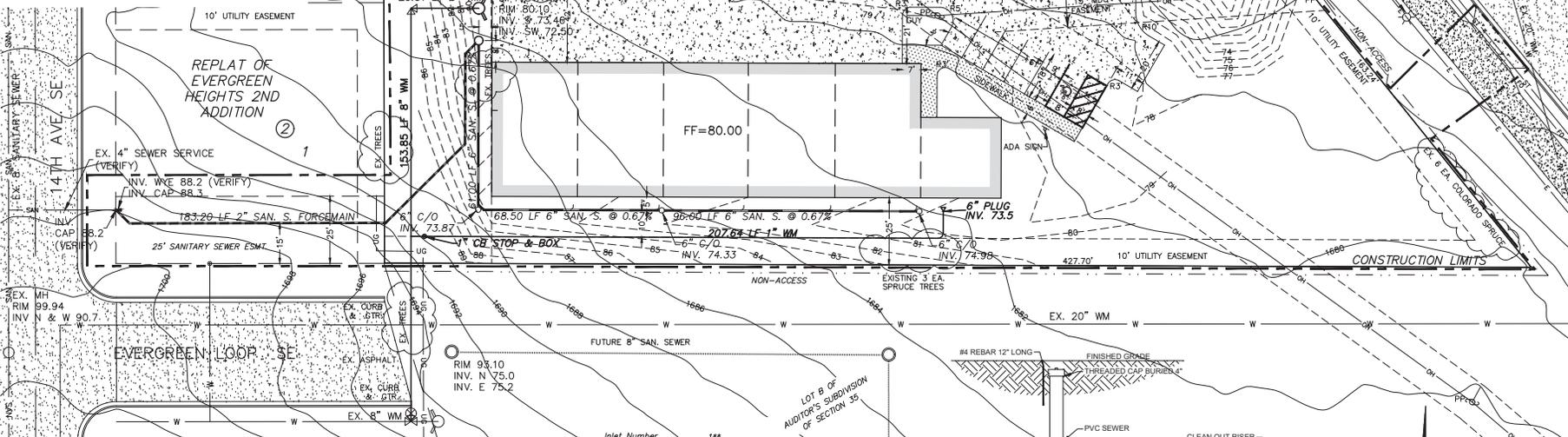
**SHEET**  
3 of 5





NOTE NO. 1 SEE PLAN.  
 NOTE NO. 2 CONSTRUCT MASTIC SEALANT BETWEEN THE CASTING AND THE TOP OF THE P. C. SECTION.  
 NOTE NO. 3 BASE SLAB TO HAVE #4 REBAR PLACED 12 INCHES ON CENTER IN EACH DIRECTION.  
 NOTE NO. 4 SLOPE FLOOR TO INVERT OF LOWEST PIPE.

STORM SEWER INLET NOT TO SCALE



**CONSTRUCTION NOTES**  
 1. SEE SHEET 1 (COVER SHEET) FOR CONSTRUCTION NOTES FOR THIS SHEET.

**WARRANTY / DISCLAIMER**  
 THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING. HOWEVER, FESER ENGINEERING DOES NOT WARRANT THESE PLANS AS CONSTRUCTED.

**SAFETY NOTICE TO CONTRACTOR**  
 IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL BUSINESS HOURS.

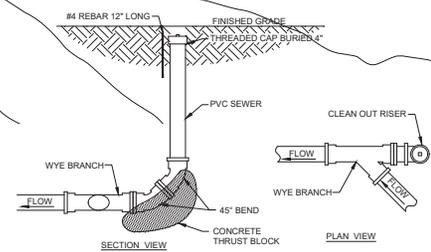
**CALL BEFORE YOU DIG**  
 NORTH DAKOTA ONE CALL  
 800-795-0555 OR 811

**NOTICE TO CONTRACTOR**  
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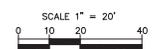
Inlet Number	1**
Casting Type	R2500-EB
Inlet Size Type	30"
Casting Elev.	71.50
Top P.C. Section	71.17
Invert Elev. (a)	68.75
Invert Elev. (b)	69.00
Invert Elev. (c)	74.30

\*NOTE: THESE ARE ORIFICE SIZES TO BE CORED INTO THE INLET.

\*\*NOTE: PROVIDE AN ADDITIONAL 1.0 FOOT OF LENGTH TO THE BOTTOM OF THE P.C. SECTION FOR ADDITIONAL STRENGTH.



CLEAN OUT NOT TO SCALE



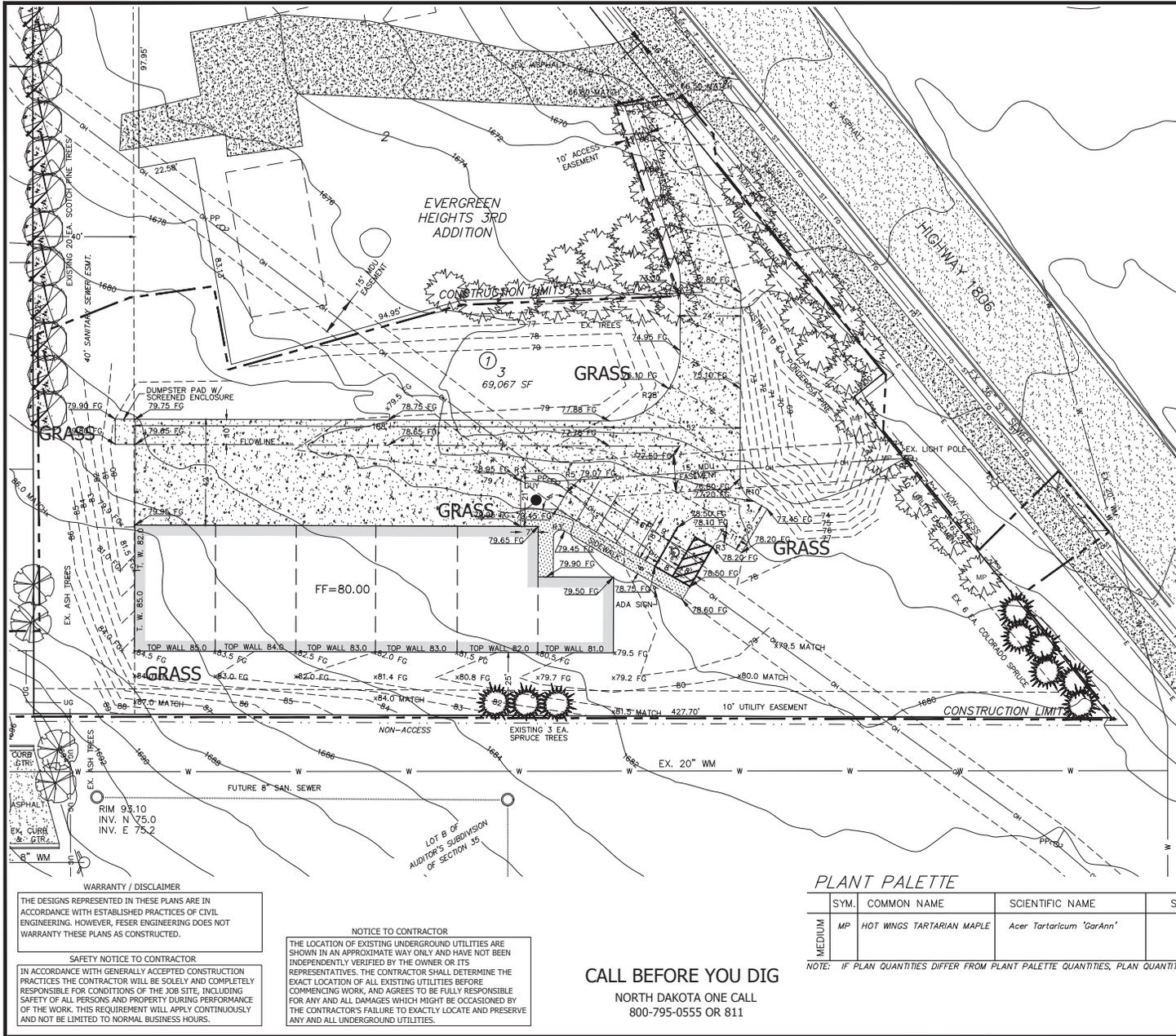
DATE	REVISION

**FESER ENGINEERING, PC**  
 1217 N 1ST STREET, BISMARCK, ND 58501  
 PHONE: 701-400-2801 EMAIL: greg@fesereng.com

**UTILITY PLAN**  
 RENNERS SHOP CONDOS  
 EVERGREEN HEIGHTS 3RD ADDITION  
 MANDAN, NORTH DAKOTA

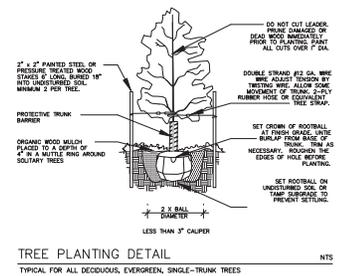
DESIGNED BY: GJF  
 REVIEWED BY: GJF  
 PROJ. NO.:  
 DATE: 6-10-20

**SHEET**  
 4 of 5



**CONSTRUCTION NOTES**

1. THE CONTRACTOR IS RESPONSIBLE AND SHALL MAINTAIN THE LANDSCAPING FOR 90 DAYS PAST THE FINAL INSPECTION.
2. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL INSPECTION.
3. ALL PLANT MATERIAL SHALL MEET THE CITY OF MANDAN REQUIREMENTS.
4. ALL PLANT MATERIAL SHALL HAVE A NURSERY TAG LISTING THE COMMON AND BOTANICAL NAMES. NO PLANT MATERIAL OR PLANTING LOCATION SHALL BE CHANGED WITHOUT THE APPROVAL OF THE OWNER AND THE CITY FORESTER.
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO PLANTING.
6. SEEDING SHALL BE CLASS II (TURFGRASS FOR SUNNY AREAS) MIX.

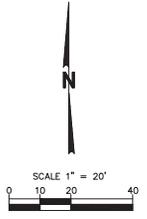


TYPICAL FOR ALL DECIDUOUS, EVERGREEN, SINGLE-TRUNK TREES

**PLANT PALETTE**

SYM.	COMMON NAME	SCIENTIFIC NAME	SIZE	QNTY.
MP	HOT WINGS TARTARIAN MAPLE	<i>Acer Tartaricum 'varAnn'</i>	6'	5

NOTE: IF PLAN QUANTITIES DIFFER FROM PLANT PALETTE QUANTITIES, PLAN QUANTITIES SHALL BE USED.



**WARRANTY / DISCLAIMER**  
 THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING. HOWEVER, FESER ENGINEERING DOES NOT WARRANT THESE PLANS AS CONSTRUCTED.

**SAFETY NOTICE TO CONTRACTOR**  
 IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL BUSINESS HOURS.

**NOTICE TO CONTRACTOR**  
 THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**CALL BEFORE YOU DIG**  
 NORTH DAKOTA ONE CALL  
 800-795-0555 OR 811

DATE	REVISION

**FESER ENGINEERING, PC**  
 1217 N 1ST STREET, BISMARCK, ND 58501  
 PHONE: 701-400-2801 EMAIL: greg@fesereng.com

**LANDSCAPE PLAN**  
 RENNER'S SHOP CONDOS  
 EVERGREEN HEIGHTS 3RD ADDITION  
 MANDAN, NORTH DAKOTA

DESIGNED BY: GJF  
 REVIEWED BY: GJF  
 PROJ. NO.:  
 DATE: 7-15-20

**SHEET**  
 5 of 5

**ORDINANCE NO. 1313**

**EXHIBIT 2**

**AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP AND ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.**

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

**SECTION 1. PROPERTY ANNEXED.** The following described land is situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, and is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

ALL THAT PART OF LOT B OF AUDITOR'S SUBDIVISION AND ALL OF LOT A AND LOT B OF LOT B AUDITOR'S SUBDIVISION OF THE SOUTHWEST 1/4 SECTION 35, TOWNSHIP 139 NORTH, RANGE 81 WEST, MORTON COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION; THENCE NORTH 00 DEGREES 06 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 256.67 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS ADDITION; THENCE NORTH 89 DEGREES 53 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 129.87 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF LOT A OF E1/2SW1/4 SECTION 35, T.139N., R.81W.; THENCE NORTH 00 DEGREES 01 MINUTE 22 SECONDS WEST, ALONG EAST LINE OF SAID LOT 1 OF LOT A OF E1/2SW1/4, A DISTANCE OF 258.17 FEET TO THE SOUTH RIGHT-OF-WAY OF 15TH STREET SE; THENCE NORTHEASTERLY AND TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, ON A 204.00 FOOT RADIUS CURVE, THE RADIUS OF WHICH BEARS SOUTH 58 DEGREES 38 MINUTES 59 SECONDS EAST, AN ARC LENGTH OF 33.78 FEET; THENCE NORTH 40 DEGREES 50 MINUTES 14 SECONDS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 90.42 FEET TO THE WEST RIGHT-OF-WAY OF HIGHWAY 1806; THENCE SOUTH 38 DEGREES 47 MINUTES 51 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 329.06 FEET; THENCE NORTH 51 DEGREES 25 MINUTES 12 SECONDS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 5.16 FEET; THENCE SOUTH 38 DEGREES 42 MINUTES 43 SECONDS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 285.14 FEET; THENCE SOUTH 51 DEGREES 17 MINUTES 17 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 15.00 FEET; THENCE SOUTH 38 DEGREES 48 MINUTES 45 SECONDS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 163.24 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 25 SECONDS WEST, A DISTANCE OF 427.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 3.70 ACRES, MORE OR LESS.

**AND**

BEGINNING AT THE NORTHERN MOST POINT OF THE PROPOSED EVERGREEN 3RD ADDITION BEING CENTERLINE STATION 60+20.94, 50 FEET RIGHT OF NORTH DAKOTA STATE HIGHWAY 1806, THENCE NORTH 51 DEGREES 12 MINUTES 9 SECONDS EAST, NORTHEASTERLY TO THE RIGHT OF WAY OF SAID HIGHWAY 1806, THENCE SOUTHEASTERLY 150 LEFT ALONG THE NORTHEASTERLY RIGHT OF WAY 79.06 FEET TO STATION 61+00.00, WHERE THE RIGHT OF WAY CHANGES TO 100.00 FEET LEFT OF CENTERLINE, THENCE ALONG SAID RIGHT OF WAY LINE TO THE EAST WEST 1/4 1/4 LINE SECTION 35, TOWNSHIP 139 NORTH, RANGE 81 WEST, THENCE ALONG SAID 1/4 1/4 LINE AND SAID RIGHT OF WAY LINE TO WHERE THE RIGHT OF WAY CHANGES TO 50 FEET LEFT OF CENTERLINE, THENCE ALONG SAID RIGHT OF WAY AND THE SOUTHWESTERLY LINE OF BECKY STREET 163.24 FEET TO CENTERLINE STATION 67+98.24, THENCE PERPENDICULAR AND SOUTHWESTERLY TO THE PREVIOUS LINE A DISTANCE OF 110 FEET TO THE MOST SOUTHEASTERLY CORNER OF THE PROPOSED EVERGREEN HEIGHTS THIRD ADDITION, THENCE NORTHWESTERLY ALONG THE SOUTH WESTERLY RIGHT OF WAY LINE OF HIGHWAY 1806 AS DESCRIBED IN THE PROPOSED EVERGREEN HEIGHTS THIRD ADDITION BOUNDARY DESCRIPTION AND EXHIBIT TO THE POINT OF BEGINNING.

THE INTENT OF THE ABOVE DESCRIPTION IS INCLUDE THE 1806 RIGHT OF WAY ADJOINING THE EVERGREEN HEIGHTS THIRD ADDITION, IN THE ANNEXATION TO THE CITY OF MANDAN.

**SECTION 2. CORPORATE BOUNDARY EXTENDED.** Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

**SECTION 3. ZONING AMENDMENT.** Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

The following properties, being All That Part Of Lot B Of Auditor's Subdivision And All Of Lot A And Lot B Of Lot B Auditor's Subdivision Of The Southwest 1/4 Section 35, Township 139 North, Range 81 West, Morton County, North Dakota (part of that previously described in Section 1) and comprising the proposed plat of Evergreen Heights Third Addition, shall be excluded from the A Agricultural District and included in the district as outlined below:

1. Lots 1 & 2, Block 1 shall be included in the CA – Commercial District **WITH RESTRICTIONS**. The allowable uses are limited to the following:

**Residential uses:**

- Single-family dwelling;
- Two-family dwelling;
- Multifamily dwelling;

**Office-bank group uses:**

- Insurance or real estate;
- Professional Services; and
- Private company - Shop condos for contractor-related activities to include:
  - Landscaping, electrician, plumbing, HVAC, drywall taping; and
  - Carpenters, where no milling, cutting, or other wood machining is conducted

2. Lot 3, Block 1 shall be included in the CA – Commercial District **WITH RESTRICTIONS**. The allowable uses are limited to the following:

**Office-bank group uses:**

- Insurance or real estate;
- Professional Services; and
- Private company - Shop condos for contractor-related activities to include:
  - Landscaping, electrician, plumbing, HVAC, drywall taping; and
  - Carpenters, where no milling, cutting, or other wood machining is conducted

**SECTION 4. RE-ENACTMENT.** Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

  
 \_\_\_\_\_  
 Tim Helbling, President  
 Board of City Commissioners

Attest:  
  
 \_\_\_\_\_  
 Jim Neubauer  
 City Administrator

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

September 23, 2019  
October 15, 2019  
November 5, 2019  
November 20, 2019

COUNTY RECORDER, MORTON COUNTY, ND

**491979**

I certify that this instrument was filed and recorded.

Nancy Seefeldt, County Recorder Fee \$20.00

By *Nancy Seefeldt* November 20, 2019 3:57:18 PM

County Recorder

Morton County

Mandan ND 58554

**491979**



Page 4 of 4

# EXHIBIT 3

## Multi-use Shop Use Standards

- (k) Multi-use shops. Each multi-use shop development may be permitted as a special use subject to the following minimum standards:
- (1) Each individual unit within the structure shall have an open space/yard or public way on no more than three sides.
  - (2) Each individual unit within the structure shall have its own separate means of egress.
  - (3) Such units shall only contain group business, factory, mercantile, or storage occupancy classifications as set forth by Section 3 of the North Dakota State Building Code.
  - (4) Uses, whether commercial or accessory to residential, shall be declared at the time of the conditional use permit issuance. No change in use may be conducted unless reevaluated through the special use permitting process and the structure meets all building code requirements for the desired change of use.
  - (5) Traditional mixed-use (residential and commercial combined) multi-use shops shall not be permitted. The declaration of either commercial or accessory to residential shall apply to all units within the structure and the structure will be constructed according to the minimum standards of the building code for the declared use.
  - (6) Minimum off-street parking requirements shall be planned and provided for based on the declared uses. Any inadequate provision of parking within the development for a combination of uses may result in the revocation of the special use permit.
  - (7) Each structure shall be limited to one curb stop accessible by city staff.
  - (8) The declaration of commercial or accessory to residential shall in no way affect the way valuation, special assessments, utility rates, and other city fees are determined. These shall remain determined by separate city policy.
  - (9) Covenants, conditions, and restrictions (CC&Rs) or another form of recorded agreement approved by the city attorney shall set out, at a minimum, provisions for access and responsibility for costs of inspections related to the fire suppression system, if any.
  - (10) For the city's utility billing purposes, a recorded development association or another form of recorded agreement approved by the city attorney is required if any of the individual units within the development are not owned by the same owner of the development. The recorded development association or recorded agreement shall set out, at a minimum, the allocation of costs and statement of understanding of the collective responsibility of owners for payment of city utilities. If a recorded development association or another form of recorded agreement approved by the city attorney is in place, the city will issue one utility bill per month to one owner or representative of the structure for the entire structure's base charges and consumption or usage. The monthly utility bill will not be sent to each individual owner within the structure. If ownership is divided after a special use permit has been obtained, the property owner shall furnish a copy of said recorded agreement to the city showing it meets this provision.

# EXHIBIT 4

## Special Use Permit Evaluative Criteria

- a. The proposed use is in harmony with the purpose and intent of this chapter;
- b. The proposed use is not in conflict with the adopted comprehensive plan of the city;
- c. The proposed use will not adversely affect the health, safety, and general welfare of the public and the workers and residents in the area;
- d. The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood;
- e. The proposed use meets all appropriate regulations for the district in which it will be located;
- f. The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community;
- g. The proposed use includes adequate screening or buffering to compensate for any departure that the proposed use has from existing adjacent uses; and
- h. The proposed use includes adequate provisions for those individuals who are mobility impaired.

# EXHIBIT 5

## Findings

- The proposed use is in harmony with the purpose and intent of this chapter subject to the restrictions included in Ordinance 1313.
- The proposed use is in conflict with the future land use map of the City; however, this deviation was evaluated by Planning and Zoning Commission and the Board of City Commissioners in late 2019 as part of Ordinance 1313.
- The proposed use will adversely affect the health, safety, and general welfare of the public and the workers and residents in the area without additional conditions to mitigate noise and illumination.
- External, structural illumination shall be downward and inward facing so as to avoid glare into the adjacent residential properties. Onsite property lighting shall be downward facing for the same reason.
- Noise-producing business-related activities, other than those of an office or clerical nature, are limited to between 6:00am and 10:00pm so as to avoid creating a nuisance for adjacent residential properties. Nothing in this condition permits exceeding the requirements of the MCO pertaining to noise nuisances.
- The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood if the additional restrictions are included as noted in the previous bullet points.
- The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of importance to the community.
- The proposed use includes adequate screening or buffering to compensate for any departure that the proposed use has from existing adjacent uses.
- The proposed use includes adequate provisions for those individuals who are mobility impaired.

# EXHIBIT 6



## SPECIAL USE PERMIT

For

**Multi-use Shop**

The property owner(s) of Lot 3, Block 1, Evergreen Heights Third Addition are granted a special use permit for a multi-use shop structure containing six (6) units as defined in Section 101-1-3 of the Mandan Code of Ordinances (MCO) subject to the following conditions:

1. Each individual unit within the structure shall have an open space/yard or public way on no more than three sides.
2. Each individual unit within the structure shall have its own separate means of egress.
3. Such units shall only contain group business, factory, mercantile, or storage occupancy classifications as set forth by Section 3 of the North Dakota State Building Code.
4. The structure is limited to commercial uses and restricted to those commercial uses allowed by Ordinance 1313.
5. The structure will be constructed according to the minimum standards of the building code for the declared use(s).
6. Minimum off-street parking requirements shall be planned and provided for based on the declared uses. Any inadequate provision of parking within the development for a combination of uses may result in the revocation of this special use permit.
7. The structure shall be limited to one curb stop accessible by city staff.
8. The declaration of commercial or accessory to residential shall in no way affect the way valuation, special assessments, utility rates, and other city fees are determined. These shall remain determined by separate city policy.
9. Covenants, conditions, and restrictions (CC&Rs) or another form of recorded agreement approved by the city attorney shall set out, at a minimum, provisions for access and responsibility for costs of inspections related to the fire suppression system, if any.
10. If the property owner should choose to condo plat the structure for the purpose of selling individual units they are required to abide by the following requirement:
  - a. For the city's utility billing purposes, a recorded development association or another form of recorded agreement approved by the city attorney is required if any of the individual units within the development are not owned by the same owner of the development. The recorded development association or recorded agreement shall set out, at a minimum, the allocation of costs and statement of understanding of the collective responsibility of owners for payment of city utilities. If a recorded development association or another form of recorded agreement approved by the city attorney is in place, the city will issue one utility bill per month to one owner or representative of the structure for the entire structure's base charges and consumption or usage. The monthly utility bill will not be sent to each individual owner within the structure. If ownership is divided after a special use permit has been obtained, the property owner shall furnish a copy of said recorded agreement to the city showing it meets this provision.
11. External, structural illumination shall be downward and inward facing. Onsite property lighting shall be downward facing.

12. Noise-producing business-related activities, other than those of an office or clerical nature, are limited to between 6:00am and 10:00pm. Nothing in this condition permits exceeding the requirements of the MCO pertaining to noise nuisances.

Dated this 24<sup>th</sup> day of August 2020

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President, Planning and Zoning Commission

ATTEST:

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Planning and Zoning Secretary

Ratified by the Board of City Commissioners on \_\_\_\_\_.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 27, 2020  
**SUBMITTING DEPARTMENT:** Assessing Department  
**DEPARTMENT DIRECTOR:** Kimberly Markley  
**PRESENTER:** Kimberly Markley, City Assessor  
**SUBJECT:** Abatement application from Richard W McFall

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STATEMENT/PURPOSE: To consider Application for Disabled Veterans Property Tax Credit for property located at 3808 48<sup>th</sup> St NW.

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-6099805 with a legal description of Lot 12 Block 2 Meadows 4<sup>th</sup>

Reason for abatement: Applicant qualifies for Veterans Property Tax Credit

ATTACHMENTS: Application for Abatement and Application for Disabled Veterans Property Tax Credit

ESTIMATED FISCAL IMPACT: No fiscal impact to the City since the Tax Credit is reimbursed by the State of ND.

STAFF IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney

RECOMMENDATION: I recommend a motion to approve the abatement for Richard W McFall at 3808 48<sup>th</sup> St NW.

SUGGESTED MOTION: I move to approve the abatement as presented for Richard W McFall at 3808 48<sup>th</sup> St NW.

# Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District CITY OF MANDAN  
County of MORTON Property I.D. No. 65-6099805  
Name MCFALL/RICHARD W Telephone No. \_\_\_\_\_  
Address 3808 48TH ST NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 12 BLOCK 2 MEADOWS 4TH

Total true and full value of the property described above for the year 2020 is:

Land \$ 40,000  
Improvements \$ 185,600  
Total \$ 225,600  
(1)

Total true and full value of the property described above for the year 2020 should be:

Land \$ 40,000  
Improvements \$ 185,600  
Total \$ 225,600  
(2)

The difference of \$ \_\_\_\_\_ true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) \_\_\_\_\_

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5

1. Purchase price of property: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_  
Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_  
yes/no

2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
yes/no  
Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
yes/no  
Market value estimate: \$ \_\_\_\_\_  
Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

Applicant asks that 60% Veterans Credit

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Applicant Richard W McFall Date 8/22/2020

# Application for Disabled Veterans Property Tax Credit

**Disabled Veteran of United States Armed Forces with Service Connected Disability of 50 Percent or More or Extra - Scheduler Rating that Brings the Total Disability Rating to 100 Percent**

This application must be filed with the county auditor by February 1 of the first year for which the credit is claimed. A person shall furnish to the assessor or other assessment officials when requested to do so, any information which is believed will support the claim for credit for any subsequent year. A qualifying disabled veteran who acquires the homestead during the year may apply for credit for the portion of the year during which the veteran owns the homestead.

RECEIVED  
AUG 19 2020

65-6099805

Property Number:  
Property Owner:  
Property Address:

RICHARD W. MCFALL  
3808 48th ST NW

BY:

Legal Description

Lot 12 Block 2 Meadows 4<sup>th</sup>

Is this property the applicant's homestead? Yes  No

Taxable valuation of the homestead: \$ \_\_\_\_\_

Enter the percentage of the veteran's disability compensation rating or unemployability rating for service-connected disabilities as certified by the Department of Veterans Affairs for the purpose of applying for a property tax credit. 60 %

The applicant is a: Disabled veteran  Unremarried surviving spouse of a disabled veteran   
Unremarried spouse receiving DVA dependency and indemnity compensation (100 percent credit)

Marital status: Married  Single

Which of the following would best describe the type of ownership of the homestead property (check only one):

- A. Is recorded in your (and spouse's) name as owner  D. Is held under a life estate in property   
B. Is being purchased by you under a contract for deed  E. Is held in a revocable trust   
C. Is held in joint tenancy with one other than spouse

## Credit Claimed Pursuant to North Dakota Century Code Section 57-02-08.8

### Instructions

Provide a copy of the DD Form 214 showing veteran's honorable discharge from active military service if claiming credit for first time. (This document is confidential.)

Provide a certificate from the Department of Veterans Affairs certifying to the percentage of service-connected disability or unemployability rating when claiming credit for the first time, or if the veteran receives a change in the percentage of certified rated service-connected disability. (This document is confidential.)

I make application for real property tax credit for the year 2020 on the property described above and, in compliance with North Dakota Century Code § 57-02-14.1, certify the information is accurate to the best of my knowledge and belief.

Note: N.D.C.C. § 12.1-11-02 provides that making a false statement in a governmental matter is punishable as a Class A misdemeanor.

Application is: Approved  Disapproved

Percentage approved 60 %

x Eligible Taxable value \$ \_\_\_\_\_

Taxable value of credit \$ \_\_\_\_\_

Richard W. McFall 8/19/2020  
Applicant Date  
Kimberly Markley 8/20/2020  
Assessor or Director of Tax Equalization Date



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 27, 2020  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Final Plat for Rockwood First Addition

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STATEMENT/PURPOSE: Consider the final plat for Rockwood First Addition.

BACKGROUND/ALTERNATIVES:

Dr. Eric Belanger and Wendy McNichols have submitted the final plat application that contains 8 residential building lots (Lots 1 through 8, Block 1), three lots to be further subdivided (Lot 9, Block 1 and Lots 1 & 2, Block 2), and one lot to be held in undivided interest for the purposes of storm water retention (Lot 10, Block 1) (See Exhibit 1).

The preliminary plat was presented to Planning and Zoning Commission (P&Z) on June 22 and approved by the Board of City Commissioners on July 21 of this year. At that meeting, several changes were required for approval and have been included in Exhibit 2. Most of the required changes have been made at this time, although there still remains a few items to be addressed.

Further, a development agreement is required and discussions have been ongoing with the applicant to make any necessary adjustments amenable to the applicant and the City (See Exhibit 3). At the time of writing this staff report, the development agreement has not been signed by the developer, indicating further revisions may be required. The development agreement is essential to ensure that the large lots are further subdivided to meet the medium density designation per the Mandan Land Use and Transportation Plan.

Planning and Zoning Commission recommended unanimous approval of the final plat subject to requirements in Exhibit 2 and entering into a development agreement similar to the one provided in Exhibit 3.

Staff is recommending that the final plat be tabled to September 15 to allow time to obtain finalize the development agreement and make any necessary changes to the final plat that have not yet been addressed.

ATTACHMENTS:

Exhibit 1 – Rockwood First Addition Final Plat  
Exhibit 2 – Additional Requirements  
Exhibit 3 – Development Agreement – 8.12.20 – JF-JV Amended

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

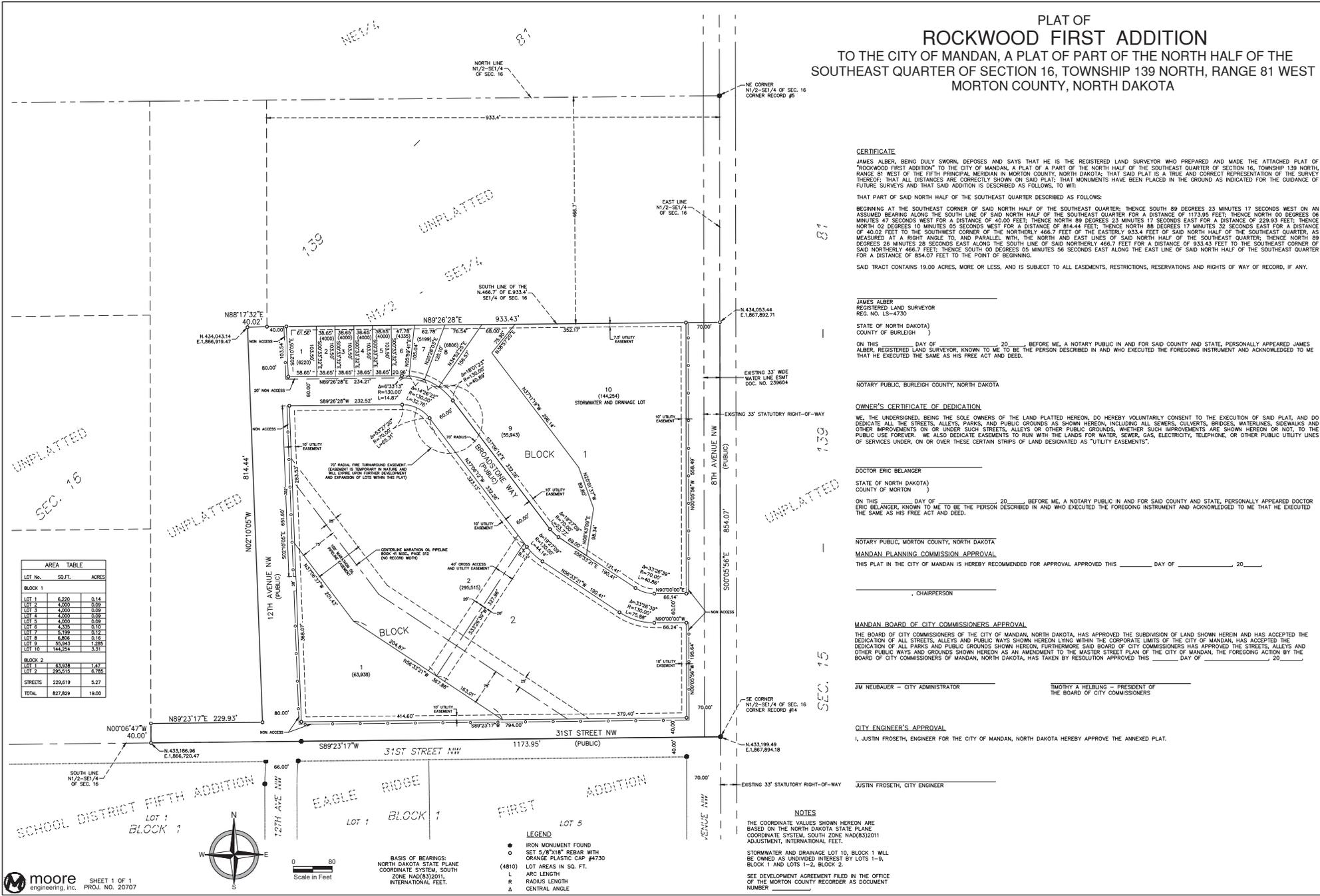
LEGAL REVIEW: The plat and staff report have been provided to Attorney Oster as part of the agenda packet. The development agreement has been sent to Attorney Oster previously and adjustments have been incorporated into the most recent version in Exhibit 3.

RECOMMENDATION: Staff recommends tabling the final plat for Rockwood First Addition until September 15 to allow time to make necessary corrections to the final plat and finalize the development agreement.

SUGGESTED MOTION: I move to table the final plat for Rockwood First Addition until September 15 to allow time to make necessary corrections to the final plat and finalize the development agreement.

# EXHIBIT 1

## PLAT OF ROCKWOOD FIRST ADDITION TO THE CITY OF MANDAN, A PLAT OF A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST MORTON COUNTY, NORTH DAKOTA



LOT No.	SQ. FT.	ACRES
<b>BLOCK 1</b>		
LOT 1	8,220	0.14
LOT 2	4,000	0.09
LOT 3	4,000	0.09
LOT 4	4,000	0.09
LOT 5	4,000	0.09
LOT 6	4,335	0.10
LOT 7	5,192	0.12
LOT 8	6,906	0.16
LOT 9	55,943	1.28
LOT 10	144,254	3.31
<b>BLOCK 2</b>		
LOT 1	83,338	1.47
LOT 2	295,215	6.78
<b>STREETS</b>		
	229,819	5.27
<b>TOTAL</b>	<b>827,829</b>	<b>19.00</b>

**CERTIFICATE**  
JAMES ALBER, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "ROCKWOOD FIRST ADDITION" TO THE CITY OF MANDAN, A PLAT OF A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN MORTON COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:  
THAT PART OF SAID NORTH HALF OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 17 SECONDS WEST ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER FOR A DISTANCE OF 1173.95 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 229.93 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 814.44 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 40.02 FEET TO THE SOUTHWEST CORNER OF THE NORTHERLY 466.7 FEET OF THE EASTERLY 933.4 FEET OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, AS MEASURED AT A NON-ANGLE; AND PARALLEL WITH THE NORTH AND EAST LINES OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 20 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHERLY 466.7 FEET FOR A DISTANCE OF 933.43 FEET TO THE SOUTHWEST CORNER OF SAID NORTHERLY 466.7 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER FOR A DISTANCE OF 884.07 FEET TO THE POINT OF BEGINNING.  
SAID TRACT CONTAINS 19.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

JAMES ALBER  
REGISTERED LAND SURVEYOR  
REG. NO. LS-4730  
STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES ALBER, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, BURLEIGH COUNTY, 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 THE 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".

DOCTOR ERIC BELANGER  
STATE OF NORTH DAKOTA  
COUNTY OF MORTON )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DOCTOR ERIC BELANGER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, MORTON COUNTY, NORTH DAKOTA  
**MANDAN PLANNING COMMISSION APPROVAL**  
THIS PLAT IN THE CITY OF MANDAN IS HEREBY RECOMMENDED FOR APPROVAL APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_, CHAIRPERSON

**MANDAN BOARD OF CITY COMMISSIONERS APPROVAL**  
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON AND HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS AND PUBLIC WAYS SHOWN HEREON 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 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

JIM NEUBAUER - CITY ADMINISTRATOR  
TIMOTHY A. HELBIG - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

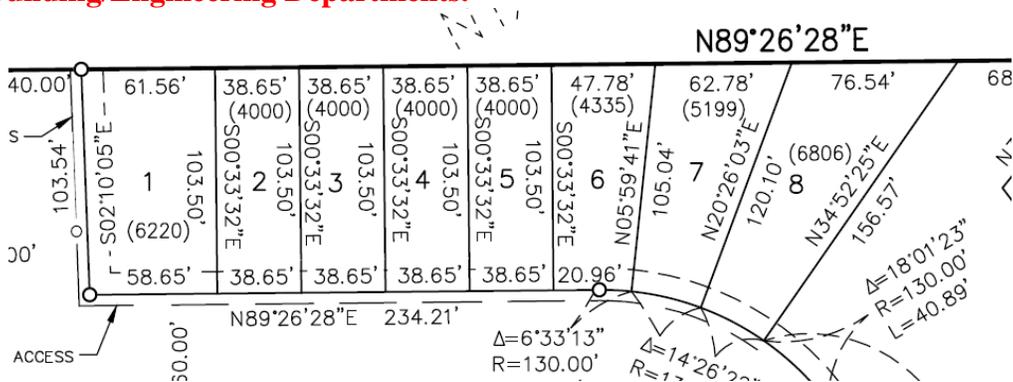
**CITY ENGINEER'S APPROVAL**  
I, JUSTIN FROSTH, ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVE THE ANNEXED PLAT.  
JUSTIN FROSTH, CITY ENGINEER

**NOTES**  
THE COORDINATE VALUES SHOWN HEREON ARE BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD(83)2011 ADJUSTMENT, INTERNATIONAL FEET.  
STORMWATER AND DRAINAGE LOT 10, BLOCK 1 WILL BE OWNED AS UNDIVIDED INTEREST BY LOTS 1-9, BLOCK 1 AND LOTS 1-2, BLOCK 2.  
SEE DEVELOPMENT AGREEMENT FILED IN THE OFFICE OF THE MORTON COUNTY RECORDER AS DOCUMENT NUMBER \_\_\_\_\_

## EXHIBIT 2

### Adjustments of the Plat of Rockwood First Addition Prior to Presentation of the Final Plat to Board of City Commissioners

- Lots to include shared access easements that result in sufficient boulevard space for snow removal purposes. This may include non-access lines to ensure an apron does not extend beyond the shared access easement. – **NEAR COMPLETE (easy to accommodate prior to presentation to City Commission on September 15) – Need to provide inset with more detail so it's clear where the boulevard non-access lines and the individual aprons begin/end or a table with apron widths by lot for easy reference of Building/Engineering Departments.**



- Lot 9, Block 1 to be divided into two lots. One lot shall include the area to be dedicated for the storm water detention pond (future lot 10) and the remaining area to be further redeveloped in the future (newly redrawn lot 9). - **COMPLETED**
- Future Lot 10, Block 1 will be held in undivided interest with all lots within the development to ensure the City does not become owner and responsible for maintenance in the future. - **COMPLETED**
- A non-access line along the east side of 12th Ave. NW and north side of 31st St. NW except for a 36' width along the farthest northwest and farthest southeast boundary of Lot 1, Block 2. - **COMPLETED**
- Temporary turnaround as required by the Fire Department meeting standards established by both Fire and Engineering Departments. – **COMPLETED**

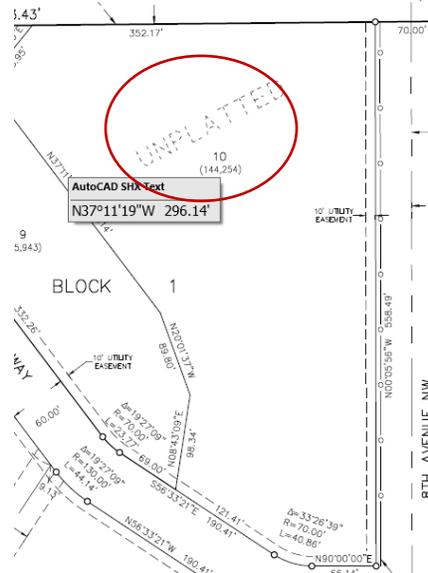
Additional requirements stemming from Comments received that were not included in this Exhibit when presented to Planning and Zoning Commission on June 22, but included in the comment section of the staff report.

- Amend the subdivision name to remove potential for misspelling. – **COMPLETED** (formerly Sunset AveNew...)

- Plat should indicate that the street(s) where appropriate are subject to the Marathon contract (and include the instrument number of the contract for simple reference). - **INCOMPLETE (easy to accommodate prior to presentation to City Commission on September 15)**
- Address the easement needs of MDU to provide services as follows:
  - A 10' wide easement area be platted along the south and east property boundaries of Lot 9, Block 1. - **COMPLETED**
  - A 7' to 10' wide easement be platted along the north property boundaries of Lots 1-9, Block 1 – **COMPLETED**

## NEW ITEMS TO ADDRESS

- Remove “UNPLATTED” reference on Lot 10, Block 1 (see below):



- Add the language “Stormwater and Drainage Lot” beneath the lot number and sq. footage label (same location as above image). **COMPLETED**
- Add “(public)” to the road names for those being dedicated to the public. The names should read:
  - 8<sup>th</sup> Avenue NW (public) **COMPLETED**
  - Broadstone Way (public) **COMPLETED**
  - 12<sup>th</sup> Avenue NW (public) **COMPLETED**
  - 31<sup>st</sup> Street NW (public) **COMPLETED**
- Add plat note referencing instrument number of recorded Development Agreement **COMPLETED**

# EXHIBIT 3

## Development Agreement

### Rockwood First Addition

This Agreement is made and entered into on the [Day] of [Month], 2020, (hereinafter the “effective date”) by and between the City of Mandan (hereinafter referred to as the “City”) and EBCMGL 16, LLLP (hereinafter referred to as the “Developer”). The address for the City of Mandan is 205 2<sup>nd</sup> Avenue NW, Mandan, North Dakota 58554. The address of Developer is [Developer Address]. This agreement is a covenant running with the Property and binding upon any and all future owners of the Property.

WHEREAS, the Developer is the owner of property whose legal description is the Part of the N1/2 of the SE1/4 of Section 16, Township 139N, Range 81W, Morton County, North Dakota, North Dakota and further described as an attachment to this agreement via a meets and bounds description (hereinafter referred to as the “Property”); and

WHEREAS, the Developer wishes to develop the approximate thirteen and three-quarter (13.75) acre Property excluding right-of-way dedication into a development named Rockwood First Addition and included for reference (hereinafter referred to as the “Development”); and

WHEREAS, said Development is currently planned to include eight (8) residential lots and three (3) additional lots to be further redeveloped in the future; and

WHEREAS, the wastewater plan for the Development is dependent on the Terra Vallee Lift Station, which is planned for removal at an indeterminate future date per the wastewater masterplan of the City; and

WHEREAS, the Terra Vallee Lift Station requires immediate improvements due to ongoing and frequent maintenance and additional demand created by the Development will exacerbate necessary maintenance and interfere with the City’s ability to provide service to existing users; and

WHEREAS, the costs to strictly follow the wastewater plan of the City for this Development alone are cost-prohibitive for the Developer; and

WHEREAS, the Developer and the City have identified an amenable alternative to facilitate the implementation of the masterplan and provide wastewater services to the Development; and

WHEREAS, the Development, without this agreement, could create disorder in future development, raising costs of public infrastructure and private development for the surrounding lands; and [JJF1]

WHEREAS, the agreement provides the Developer a means to achieve the desired outcome of the Development of eight (8) residential lots and preserve the remaining land for future phases of development of a residential nature; and

WHEREAS, said agreement utilizes for reference a document (hereinafter referred to as “Phasing Plan”) showing future private road access and additional subdivided lots as a proof of concept for future development to align with the Mandan Future Land Use and Transportation Plan (originally adopted June 2015 and hereinafter referred to as the “Plan”); and

WHEREAS, nothing in this agreement prohibits the Developer from revising the layout of the lots of the Phasing Plan subject to the necessary jurisdictional approvals including Mandan Planning and Zoning Commission and the Mandan Board of City Commissioners; and

WHEREAS, nothing in this agreement prohibits the City from adopting alternative land uses through a new land use plan or amendment to the Plan affecting the Property as prescribed by State law and the Mandan Code of Ordinances and requiring any future development to align with said plan.

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

1. Density upon build-out of the Development to be a minimum of five (5) units per acre and maximum of eight (8) units per acre. If at any subsequent phase of development these thresholds do not appear to be capable of being met as determined by the City the applicant agrees to amend the application to the satisfaction of the City prior to presentation for consideration of approval.
2. Each phase of the development shall submit an application for a zoning amendment to planned unit development (PUD) and establish the underlying zoning district to be applied for each lot within the respective phase. This requirement will not apply to Lot 1, Block 2 if the Developer does not further subdivide the lot and constructs multi-family residential in conformance with the requirements of the RM Residential District and other requirements as outlined in this agreement.
3. Lot 9, Block 1 and Lots 1 & 2, Block 2 are required to be further subdivided as necessary to meet the density requirement above.
4. The developer shall install cluster mailboxes to serve the development by the United State Postal Services (USPS) and other private carriers. The location of the cluster mailbox(s) shall meet the requirements of the City and USPS and be approved at each phase of development.

5. The Development is restricted to single-family, twin-home, or row-home construction for Lots 1 through 9, Block 1 and Lot 2, Block 2. The Development is restricted to single-family, twin-home, row-home, or multi-family residential construction for Lot 1, Block 2.
6. 8<sup>th</sup> Ave. NW is considered the secondary access for meeting the secondary access requirements for the Development. No more than thirty (30) dwelling units shall be permitted prior to the construction of 8<sup>th</sup> Ave. NW to connect said road to 12<sup>th</sup> Ave. NW via the proposed local public road meandering southeast to northwest.
7. The City recognizes that 8<sup>th</sup> Ave. NW may be initially constructed as a rural local road if approved by the City Engineer, although its function for the purposes of special assessments will be classified as a collector unless an alternative allocation is determined to be more equitable by the Board of City Commissioners. The portion of special assessments that would otherwise have been assessed to Lot 10, Block 1 will be equally distributed to all other lots in the Development unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
8. Boulevard landscaping along 12<sup>th</sup> Ave. NW shall include a tree of at least one and a quarter (1 ¼) inch caliper within the boulevard for each fifty (50) linear feet of right-of-way beginning at the intersection of 31<sup>st</sup> St. NW and terminating at the northern boundary of the Development. Boulevard landscaping will be installed by the Developer at the same time as 12<sup>th</sup> Ave. NW.
9. A sidewalk shall be constructed by the Developer along the east side of 12<sup>th</sup> Ave. NW for the entirety of the development to provide for pedestrian connectivity to the existing network to the south. A crosswalk across 31<sup>st</sup> St. NW is required and shall meet standards set forth by the City Engineer. Both shall be installed at the same time as 12<sup>th</sup> Ave. NW.
10. Lot 10, Block 1 shall be the undivided interest of all lot owners of the Development and used for the purposes of storm water detention. Maintenance, if required by the City, shall be allocated per the special assessment policy in effect at the time unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
11. All private roads and utilities shall be the maintenance responsibility of all of the lot owners utilizing the respective private road or utility of the Development. Maintenance, if required by the City, shall be allocated per the special assessment policy in effect at the time unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
12. Future development on the Property will align with the adopted land use and transportation plan of the City of Mandan at the time of application.

13. Additional costs for wastewater infrastructure, stemming from necessary improvements to the Terra Vallee Lift Station and deviation from the existing waste water masterplan, will be determined by the Board of City Commissioners with a recommendation from the City Engineer.
  
14. All public roads and utilities shall be the maintenance responsibility of the city after final acceptance of the project(s). The water distribution and sanitary sewer components of the public infrastructure need to be installed under a three-way agreement and require following all city standards per the Engineering Department. The above ground public infrastructure including streets, storm sewer, and other above ground improvements such as signs and street lights can be installed under a street improvement district or a three-way agreement by choice of the Developer and require following all city standards per the Engineering Department.

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Mayor Tim Helbling  
City of Mandan

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Eric Belanger, **Title**  
EBCMGL 16, LLLP

Attest:

Attest:

---

Jim Neubauer  
City Administrator



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 26, 2020  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** 19<sup>th</sup> Street Trail, Ph. II CPM Agreement

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**STATEMENT/PURPOSE:** As part of the deal to receive federal and state funds for projects using the Transportation Alternatives (TA) program, the DOT requires the city to enter into a Cost Participation and Maintenance (CPM) agreement that assures the DOT of certain items that they require in order to received federal funds for the project.

**BACKGROUND/ALTERNATIVES:** This project is to install a multi-use trail along 19<sup>th</sup> Street SE/SW. It would take off where phase I of this trail left off, at Macedonia Avenue, and extend to the west to Highway 6. It would remain on the south side of the road as determined by a preliminary engineering effort and would include visible crossings to the avenues to the north of 19<sup>th</sup> Street. We received proposals from consulting engineers to plan and design this project and anticipate holding interviews and bringing that recommendation before commission soon. The project construction will be in 2021 or 2022 depending on the design process.

This agreement is required by the DOT in order to received the federal funds. Most notably, it outlines funding responsibility and maintenance responsibility between us.

**ATTACHMENTS:** 1. 19<sup>th</sup> Street Trail, Phase II CPM Agreement

**FISCAL IMPACT:** This agreement requires the City to declare where local funds will come from. This project benefits from a \$290K Transportation Alternatives Grant. The total project is estimated at about \$590K. The additional \$300K is planned to be paid for by an area special assessment district. As drafted, the assessment district would require a total of \$163 or \$326 from residential property within the district depending on level of access to the improvement.

**STAFF IMPACT:** Continuous coordination with DOT to develop and design project.

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

RECOMMENDATION: We recommend approval this CPM agreement.

SUGGESTED MOTION: Move to approve the Cost Participation and Maintenance (CPM) agreement for the 19<sup>th</sup> Street Trail, Phase II project.

NDDOT Contract No. 38200846

**North Dakota Department of Transportation  
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT  
LPA FEDERAL AID PROJECT**

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Wenger, Pamela J.	Telephone: (701)328-4787

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

For NDDOT use only.

FHWA Authorization date:

Project No. TAU-1-988(046)

LPA: City of Mandan

Location: MANDAN 19TH ST SE TRAIL

Type of Improvement: Shared Use Path

Length: Approximately 0.87 mile

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

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$290,000. The balance of the project is the obligation of the LPA.

Additional Funding Clause  
N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

#### PART I

##### LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



## PART II

### Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
  - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
  - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
  - c. Tabulate the bids and send to the LPA.
  - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
  - a. Review bids to determine the lowest responsible bidder.
  - b. Execute the contract.
  - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
  - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
  - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
  - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
  - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

## PART III

### Post Construction:

After the project is completed the LPA agrees to:

1. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.



2. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
3. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
4. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
5. Provide maintenance to the completed project at its own cost and expense.
6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

#### PART IV

##### General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

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

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.



Local Government Engineer  
ND Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of \_\_\_\_\_, North Dakota, the date last below signed.

APPROVED:

\_\_\_\_\_  
CITY/STATES ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

LPA of \_\_\_\_\_  
\*

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
\*

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

APPROVED as to substance:

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 9-19



Project TAU-1-988(046)

**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the LPA of \_\_\_\_\_ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

**ATTEST:**

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**APPROVED:**

LPA of \_\_\_\_\_

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 9-19



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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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



#### Risk Management Appendix

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

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

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

**Governments** – State and Government Entity, as defined above

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

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

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

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

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

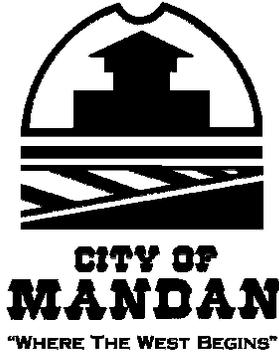
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or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

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

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

RM Consulted 2007  
Revised 11-19





# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 27, 2020  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Chief of Police J. Ziegler  
**PRESENTER:** Chief of Police J. Ziegler  
**SUBJECT:** NDDOT Traffic Safety Contract No. 12200910

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STATEMENT/PURPOSE: Consider approval of the Traffic Safety Contract between the City of Mandan and the North Dakota Department of Transportation concerning the state's Annual Highway Safety Plan.

BACKGROUND/ALTERNATIVES: The Mandan Police Department has participated for a number of years in programs relating to the Safety Plan. These programs are Occupant Protection (Click it or Ticket) and Speed Enforcement. This contract is for the time period of October 1, 2020 through September 30, 2021. The contract lays out the regulations and guidelines for participation in the programs. It sets the dates for each program. It details the amounts the Mandan Police Department has been awarded for reimbursement for the cost of officer participation in each program.

ATTACHMENTS: Contract with appendixes and attachments. The contract will need to be E-Signed by the Mayor if approved.

FISCAL IMPACT: Reimbursement to the City of Mandan for up to \$10,200.00 for costs of participation in the program.

STAFF IMPACT: Police staff to work enforcement activities

LEGAL REVIEW: Reviewed by City Attorney

RECOMMENDATION: To approve the NDDOT Traffic Safety Contract No. 12200910

SUGGESTED MOTION: Move to approve the NDDOT Traffic Safety Contract No. 12200910

NDDOT Contract No. 12200910  
Project No. PHSPOP2105-05-11 &  
PHSPSC2107-04-10

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

**Federal Award and Subrecipient Information**

CFDA No.: 20.616 and 20.600	CFDA Title: National Priority Safety Programs and State and Community Highway Safety
Federal Agency Telephone: 720-963-3100	Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Email: NHTSA.region8@dot.gov	Federal Agency Contact Information: Gina Espinosa-Salcedo
Award Name: Click It or Ticket	Federal Award Date: 2020
FAIN No.: 69A3752030000405bNDL	Total Federal Award Amount: \$7,500
Award Name: Speed Enforcement	Federal Award Date: 2020
FAIN No.: 69A37520300004020ND0	Total Federal Award Amount: \$2,700
NDDOT Program Manager (PM): Heather Christianson	Subrecipient Name: City of Mandan
NDDOT PM Telephone: 701-328-2658	Subrecipient DUNS No.: 022227719
NDDOT PM Email: hechristianson@nd.gov	Applicant Agency: Mandan Police Department

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

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Mandan Police Department, hereinafter referred to as the Contractor, whose address is 205 First Avenue, Northwest, Mandan, North Dakota 58554-3161.

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

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

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

**I.**

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

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

**II.**

The term of this contract shall begin October 1, 2020, and shall end September 30, 2021.



**III.**

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$10,200. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

**IV.**

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

**V.**

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

**VI.**

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

**VII**

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

**VIII.**

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

**IX.**

The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.



The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

**X.**

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

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

**XI.**

Termination:

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

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

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



**XII.**

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

**XIII.**

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

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

**XIV.**

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

**XV.**

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

**XVI.**

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

**XVII.**

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



**XVIII.**

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

**XIX.**

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

**XX.**

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

**XXI.**

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

**XXII.**

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



EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

City of Mandan

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

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

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)  
L.D. Approved 7-17-89; 7-20



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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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



## Risk Management Appendix

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

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

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

**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 11-19



**AGREEMENT FOR PARTICIPATION  
IN THE NORTH DAKOTA  
HIGHWAY SAFETY PLAN**

**APPENDIX A CONTENTS**

Page 1 – Background  
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Attachment 1 – Enforcement Overtime Calendar for FFY 2021

**BACKGROUND**

The North Dakota Department of Transportation's (NDDOT) Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the annual Highway Safety Plan. This contract will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the ***Mandan Police Department*** (hereinafter referred to as Contractor) to:

- Participate in statewide occupant protection (OP) enforcement programs (see page 2 for program requirements)
- Participate in statewide speed (SC) enforcement program (see page 3 for program requirements)

## OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSP0P2105-05-11

### SCOPE OF WORK

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may only work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – ***not warnings*** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.
- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, “Reimbursement Voucher Due Date.”
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CLOT* enforcement period.
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the enforcement period.

## SPEED (SC) ENFORCEMENT

PROJECT NO. PHSPSC2107-04-10

### SCOPE OF WORK

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign’s success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The Contractor may only work during the scheduled Speed enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled period.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – ***not warnings*** – for driving above the posted speed limits. This is to assure the integrity of the *Obey the Sign or Pay the Fine* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, “Enforcement Log Due Date.” *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, “Reimbursement Voucher Due Date.”
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

### **REPORTING AND AUDIT REPORTING / ALL PROJECTS**

#### ***Reporting***

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Safety Division per the schedule referenced in the previous OP and SC enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

*An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.*

Because the OP and SC enforcement programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Safety Division immediately.

#### ***Audit Reporting***

A non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than \$750,000.

### **NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS / ALL PROJECTS**

#### ***NDDOT Responsibilities***

This Scope of Work will be monitored by the NDDOT’s Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program’s performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

**Reimbursement**

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate (575 cents per mile).

***At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.***

The final reports/vouchers for all projects are due no later than November 14, 2021. ***Vouchers received after November 14, 2021, will not be reimbursed.***

**Other Requirements**

In accordance with 23 CFR Part 1300 Appendix C, the Contractor, as a representative of its political subdivision, requests the benefit of the NDDOT Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the contract, the Contractor signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting. *Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Safety Division.

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET
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PROJECT NO. PHSPOP2105-05-11 / CFDA NO. 20.616
--

**DIRECT COSTS**

Overtime wages		\$7,000
Mileage		<u>\$ 500</u>
<b>PROJECT TOTAL</b>		<u><b>\$7,500</b></u>

**Participation**

Federal	100%	\$7,500
State	-	
Local	-	

SPEED (SC) ENFORCEMENT BUDGET
-------------------------------

PROJECT NO. PHSPSC2107-04-10 / CFDA NO. 20.600
--

**DIRECT COSTS**

Overtime wages		\$2,500
Mileage		<u>\$ 200</u>
<b>PROJECT TOTAL</b>		<u><b>\$2,700</b></u>

**Participation**

Federal	100%	\$2,700
State	-	
Local	-	

## ATTACHMENT 1

**OCCUPANT PROTECTION (OP) ENFORCEMENT DATES**

<b><u>Enforcement Dates</u></b>	<b><u>Enforcement Log Due Date</u></b>	<b><u>Reimbursement Voucher Due Date</u></b>
<b>*November 16–29, 2020*</b>	<b>12/07/2020</b>	<b>01/10/2021</b>
<b>*May 24 – June 6, 2021*</b>	<b>06/10/2021</b>	<b>07/10/2021</b>
<b>July 1 – August 19, 2021</b>	<b>08/24/2021</b>	<b>09/30/2021</b>

**\*November 9 – 29, 2020 is a National Click It or Ticket It Campaign (CIOT)\***

**\* May 24 – June 6, 2021 is a National Click It or Ticket It Campaign (CIOT)\***

**Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.**

**Contractor may not work any other dates for the occupant protection campaign.**

**Please refer to the Contract for the full Scope of Work.**

**ATTACHMENT 1**

**SPEED (SP) ENFORCEMENT DATES**

<b><u>Enforcement Dates</u></b>	<b><u>Enforcement Log Due Date</u></b>	<b><u>Reimbursement Voucher Due Date</u></b>
<b>April 23 – May 23, 2021</b>	<b>May 29, 2021</b>	<b>June 30, 2021</b>

**Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.**

**Contractor may not work any other dates for the speed campaign.**

**Please refer to the Contract for the full Scope of Work.**

**Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2021 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)**

*[Each fiscal year, the Governor’s Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: North Dakota

Fiscal Year: 2021

**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor’s Representative for Highway Safety, I hereby provide the following Certifications and Assurances:**

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

### **NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
  - 1. Taking appropriate personnel action against such an employee, up to and including termination;
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Submission of information regarding mobilization participation into the HVE Database;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).  
(23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**



7-29-20

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Signature Governor's Representative for Highway Safety

Date

**William T. Panos**

---

Printed name of Governor's Representative for Highway Safety

## Certificate Of Completion

Envelope Id: D0B2686A587F44C4BA67ADDEFF05E06B

Status: Sent

Subject: PD Mandan, Contract 12200910

Contract Number: 12200910

PCN:

Source Envelope:

Document Pages: 29

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 0

Lory Harsche

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

lharsche@nd.gov

IP Address: 165.234.253.7

## Record Tracking

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Holder: Lory Harsche

Location: DocuSign

8/21/2020 1:36:45 PM

lharsche@nd.gov

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Location: DocuSign

## Signer Events

### Signature

### Timestamp

Lory Harsche

**Completed**

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lharsche@nd.gov

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**Electronic Record and Signature Disclosure:**  
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Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Karin Mongeon

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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clint Morgenstern

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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Robin R. Rehborg  
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(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Pete Czapiewski  
pczapiewski@mandanpd.com  
Security Level: Email, Account Authentication  
(None)

Sent: 8/27/2020 2:30:36 PM  
Viewed: 8/27/2020 2:35:14 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Lory Harsche  
lharsche@nd.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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DOT Legal Admin  
dotlegaladmin@nd.gov  
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(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

DOT Legal Admin  
dotlegaladmin@nd.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Greg Welch  
gwelch@cityofmandan.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	8/27/2020 2:30:37 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 28, 2020  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** MMPL & Downtown Parks Project Contracts

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**STATEMENT/PURPOSE:** To consider contracts for the Morton Mandan Public Library (MMPL) and Downtown Parks project.

**BACKGROUND/ALTERNATIVES:** The City Commission approved funding for the MMPL & Downtown Parks project at the August 18, 2020 meeting. Following that approval contracts have been prepared General (Capital City Construction), Mechanical (Advanced Mechanical) and Electrical (Denny's Electric).

The contracts have been reviewed and have a completion date of August 25, 2020. Contractor would like to have a majority of the work in the park done this year.

**ATTACHMENTS:** contracts for General (Capital City Construction), Mechanical (Advanced Mechanical) and Electrical (Denny's Electric).

**FISCAL IMPACT:** Funding has been approved by the City Commission on Aug. 18<sup>th</sup>.

**STAFF IMPACT:** Time will be needed for project oversight from Library and City staff.

**LEGAL REVIEW:** City Attorney Amy Oster has reviewed the contracts and found no issues.

**RECOMMENDATION:** I recommend the entering into contracts with General (Capital City Construction), Mechanical (Advanced Mechanical) and Electrical (Denny's Electric) for the construction of the MMPL & Downtown Parks Project.

**SUGGESTED MOTION:** I move to enter into contracts with General (Capital City Construction), Mechanical (Advanced Mechanical) and Electrical (Denny's Electric) for the construction of the MMPL & Downtown Parks Project.

# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the «Twenty-Fifth» day of «August» in the year «Two Thousand Twenty»

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

« City of Mandan » « Political Subdivision »  
« 205 2<sup>nd</sup> Avenue NW »  
« Mandan, North Dakota 58554 »  
« »

and the Contractor:

*(Name, legal status, address and other information)*

« Capital City Construction » « Inc. »  
« 1501 East Calgary Avenue »  
« Bismarck, North Dakota 58503 »  
« »

for the following Project:

*(Name, location and detailed description)*

«Mandan Morton Public Library»  
«Mandan, ND»  
«The project will consist of a new facility may include a new library entrance/atrium, meeting room, public restrooms, bookmobile/equipment storage, and associated mechanical/electrical rooms. Additional remodeling/retrofit items may include window replacement, masonry restoration, and other traffic pattern improvements within the existing buildings. Possible park enhancements include a ticket booth and permanent decorative fencing for Dykshoorn Park and a multi-use pavilion in Heritage Plaza»

The Architect:

*(Name, legal status, address and other information)*

«Bartlett & West, Inc.» «, Professional Corporation»  
«3456 East Century Avenue  
Bismarck, ND 58503»  
«Telephone Number: 701-258-1110»  
«Fax Number: 701-258-1100»

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Five

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « X » ] By the following date: « August 25, 2020 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « Three Million Eight Hundred Sixty Two Thousand Two Hundred Twenty Five » (\$ « 3,862,225.00 » ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
G-1 East Patio	\$174,000.00
C-1 Sidewalk Replacement	\$14,000.00
C-2 Parking Lot Sealant	\$525.00
L-1 Planting Replacement	\$10,600.00
L-2 Irrigation System	\$9,200.00
L-3 Concrete Planters	\$21,900.00
PL-1 Playground Feature	\$75,000.00
PL-2 Shade Structures	\$50,000.00
PL-5 Park Moveable Seating	\$15,000.00
PL-6 Park Furnishings	\$12,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
General Construction Contingency	\$35,000.00

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« Contractor shall pay Owner \$200.00 for each day that expires after date of Substantial Completion. »

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 10th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « Thirty » ( « 30 » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

## § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Ten percent (10%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« Retainage of 10% shall be withheld until the project is 50% completed with no further retainage withheld unless unsatisfactory progress or performance is documented.»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« The Owner may, upon completion of 95% of the contract, pay the contractor up to 95% of the amount retained from previous payments. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« Two » % « per annum below prime interest rate as set 30 days from the date of completion until the issuance of a proper warrant for the payment. »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »  
« »  
« »  
« »

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*
- « »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

« Jim Neubauer, City Administrator »  
« City of Mandan »  
« 205 2<sup>nd</sup> Avenue NW »  
« Mandan, North Dakota 58554 »

« »  
« »

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

« Mike Haider, President »  
« Capital City Construction, Inc. »  
« 1501 East Calgary Avenue »  
« Bismarck, North Dakota 58503 »  
« »  
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
1	June 30, 2020	
2	July 7, 2020	
3	July 10, 2020	
4	July 10, 2020	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[  ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

[  ] The Sustainability Plan:

Title	Date	Pages

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 001113	Advertisement for Bids	June 2020	
Section 002113	Instructions to Bidders	June 2020	
Section 004100	Bid Form	June 2020	
Section 004323	Alternates Form	June 2020	
Section 005000	Contracting Forms	June 2020	
Section 007300	Supplemental Conditions	June 2020	

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the «Twenty-Fifth» day of «August» in the year «Two Thousand Twenty»

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

« City of Mandan » « Political Subdivision »  
« 205 2<sup>nd</sup> Avenue NW »  
« Mandan, North Dakota 58554 »  
« »

and the Contractor:

*(Name, legal status, address and other information)*

« Advanced Mechanical » « Inc. »  
« 1415 Airport Road »  
« Bismarck, North Dakota 58504 »  
« »

for the following Project:

*(Name, location and detailed description)*

«Mandan Morton Public Library»  
«Mandan, ND»  
«The project will consist of a new facility may include a new library entrance/atrium, meeting room, public restrooms, bookmobile/equipment storage, and associated mechanical/electrical rooms. Additional remodeling/retrofit items may include window replacement, masonry restoration, and other traffic pattern improvements within the existing buildings. Possible park enhancements include a ticket booth and permanent decorative fencing for Dykshoorn Park and a multi-use pavilion in Heritage Plaza»

The Architect:

*(Name, legal status, address and other information)*

«Bartlett & West, Inc.» «, Professional Corporation»  
«3456 East Century Avenue  
Bismarck, ND 58503»  
«Telephone Number: 701-258-1110»  
«Fax Number: 701-258-1100»

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Five

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « X » ] By the following date: « August 25, 2020 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « Seven Hundred Twenty-Five Thousand Eight Hundred Eighty » (\$ « 725,880.00 »), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
M-1 East Patio	\$4,530.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Mechanical Construction Contingency	\$15,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« Contractor shall pay Owner \$200.00 for each day that expires after date of Substantial Completion. »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 10th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « Thirty » (« 30 ») days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Ten percent (10%) »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« Retainage of 10% shall be withheld until the project is 50% completed with no further retainage withheld unless unsatisfactory progress or performance is documented.»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

« The Owner may, upon completion of 95% of the contract, pay the contractor up to 95% of the amount retained from previous payments. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« Two » % « per annum below prime interest rate as set 30 days from the date of completion until the issuance of a proper warrant for the payment. »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>  
<< >>  
<< >>  
<< >>

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

<< >>

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

<< Jim Neubauer, City Administrator >>

<< City of Mandan >>

<< 205 2<sup>nd</sup> Avenue NW >>

<< Mandan, North Dakota 58554 >>

<< >>

<< >>

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

<< Brian Benz, President >>

<< Advanced Mechanical, Inc. >>

<< 1415 Airport Road >>

« Bismarck, North Dakota 58504 »

« »

« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
1	June 30, 2020	
2	July 7, 2020	
3	July 10, 2020	
4	July 10, 2020	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 001113	Advertisement for Bids	June 2020	
Section 002113	Instructions to Bidders	June 2020	
Section 004100	Bid Form	June 2020	
Section 004323	Alternates Form	June 2020	
Section 005000	Contracting Forms	June 2020	
Section 007300	Supplemental Conditions	June 2020	

**9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the «Twenty-Fifth» day of «August» in the year «Two Thousand Twenty»

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

« City of Mandan » « Political Subdivision »  
« 205 2<sup>nd</sup> Avenue NW »  
« Mandan, North Dakota 58554 »  
« »

and the Contractor:

*(Name, legal status, address and other information)*

« Denny's Electric » « LLC »  
« PO Box 1406 »  
« Dickinson, North Dakota 58602-1406 »  
« »

for the following Project:

*(Name, location and detailed description)*

«Mandan Morton Public Library»  
«Mandan, ND»  
«The project will consist of a new facility may include a new library entrance/atrium, meeting room, public restrooms, bookmobile/equipment storage, and associated mechanical/electrical rooms. Additional remodeling/retrofit items may include window replacement, masonry restoration, and other traffic pattern improvements within the existing buildings. Possible park enhancements include a ticket booth and permanent decorative fencing for Dykshoorn Park and a multi-use pavilion in Heritage Plaza»

The Architect:

*(Name, legal status, address and other information)*

«Bartlett & West, Inc.» «, Professional Corporation»  
«3456 East Century Avenue  
Bismarck, ND 58503»  
«Telephone Number: 701-258-1110»  
«Fax Number: 701-258-1100»

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
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**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

**« X »** The date of this Agreement.

**« »** A date set forth in a notice to proceed issued by the Owner.

**« »** Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

**« »**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Five

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « X » ] By the following date: « August 25, 2020 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be « Six Hundred Fifty-Nine Thousand Three Hundred Forty » (\$ « 659,340.00 »), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
E-1 East Patio	\$3,200.00
PL-3 Park Speaker System	\$31,900.00
PL-4 Vertical Rail Lighting	\$27,900.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Electrical Construction Contingency	\$10,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« Contractor shall pay Owner \$200.00 for each day that expires after date of Substantial Completion. »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 10th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « Thirty » ( « 30 » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Ten percent (10%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« Retainage of 10% shall be withheld until the project is 50% completed with no further retainage withheld unless unsatisfactory progress or performance is documented.»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« The Owner may, upon completion of 95% of the contract, pay the contractor up to 95% of the amount retained from previous payments. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« Two » % « per annum below prime interest rate as set 30 days from the date of completion until the issuance of a proper warrant for the payment. »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »  
« »  
« »  
« »

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

« Jim Neubauer, City Administrator »

« City of Mandan »

« 205 2<sup>nd</sup> Avenue NW »

« Mandan, North Dakota 58554 »

« »

« »

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

« Cory Haller, President »

« Denny's Electric, LLC »  
« PO Box 1406 »  
« Dickinson, North Dakota 58602-1406 »  
« »  
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
1	June 30, 2020	
2	July 7, 2020	
3	July 10, 2020	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[  ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

[  ] The Sustainability Plan:

Title	Date	Pages

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 001113	Advertisement for Bids	June 2020	
Section 002113	Instructions to Bidders	June 2020	
Section 004100	Bid Form	June 2020	
Section 004323	Alternates Form	June 2020	
Section 005000	Contracting Forms	June 2020	
Section 007300	Supplemental Conditions	June 2020	

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*



**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 Prairie Patriot Firearms			
Street 3930 Memorial Hwy	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 9/17/20	Ending Date(s) Authorized 9/17/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Training Room			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known 9/17/2020			

**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"/> <b>ELECTRONIC</b> 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"/> <b>ELECTRONIC</b> 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"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> 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>Josette Severson</i>		Site Name <i>Prairiedelux F.T.</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 Roundtable</i>		Rental Period <i>9-17-20</i> to <i>9-17-20</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>9.01.20</i>
Signature of Lessee <i>[Signature]</i>	Title <i>President / CEO</i>	Date <i>1-9-20</i>

### **North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable expenses – Rent limits)**

4. For a site where bingo is conducted:
  - a. If bingo is the primary game, the monthly rent must be reasonable.
  - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game:
  - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by the gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or electronic pull tab device, or a jar bar and dispensing device or electronic pull tab device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
  - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, or electronic pull tab device, or any combination, the monthly rent may not exceed four hundred dollars.

### **North Dakota Administrative Code § 99-01.3-02-06 (Rental agreement)**

3. Rent must be a fixed dollar amount per month.
  - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
  - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning and heating, to a vendor.
  - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century code section 53-06.1-11.

Special considerations are:

    - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of the North Dakota Century Code section 53-06.1-11; and
    - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
  - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- \* 4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general before its effective date.

### **North Dakota Administrative Code § 99-01.3-03-04 (Restrictions and requirements)**

18. If an organization conducts twenty-one, it may pay monthly rent for more than one table provided that, each additional table, is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 26, 2020  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** 30" Transmission Line Change Order No. G-3

---

**STATEMENT/PURPOSE:** In order to move forward with the 30" Transmission line project, we have Change Order No. G-3 to consider.

**BACKGROUND/ALTERNATIVES:** This change order was delivered to our office a couple of months ago. However, items #2 and #3 depended on the signing of an easement to allow installation through private property west of Hwy. 1806.

With the easement signed at our last meeting, we are now bringing forward this change order to get the contractor back and finish the project. They are scheduled to come back in mid-September and should have adequate time to install all of the pipe necessary on the west side of Hwy. 1806. The remaining pipe to be installed is from Hwy. 1806 to the Sunset Reservoir.

The project has three main components which are:

- 1) Request to add an additional Missouri West connection point near the main feed point located just west of Hwy. 1806. This addition will allow for additional flexibility when isolating the 30" line and lower the risk of service loss while installing this pipe or maintaining in the future. This comes with a cost of near \$18K.
- 2) One year delay to the project due to the time it took to secure the easement. We did take a risk with this project by awarding in mid 2018 without all easements satisfied. We did so because we had all of our rights in place to install the pipe east of Hwy. 1806 that fall and wanted to make sure that was done before another break occurred. The east side (where it goes through the refinery lowlands) has proven to be higher risk and cost the City substantial in repair fees in 2016 and 2017. Additionally, the City received very competitive bids that were well below budget. At the time, we felt confident that we would be able to secure the remainder of the easements needed to install the pipe on the west side of 1806 before the fall of 2019. That proved not to be the case and therefore this project

- was delayed into 2020 with one easement being a challenge to secure. We finally secured it two weeks ago. This one year delay has led to tangible costs for the contractor in the amount of almost \$94K as they have outlined.
- 3) Additional excavation to lower the 30" transmission line in order to accommodate future grading as expected by the developer. The main reason it took the city as long as it did to secure the last easement was in order to accommodate the landowner's requests. The most significant request was that the pipe be installed at grades that would work best for his future development. In order to establish that, the developer worked with his engineer to come up with best assumptions of future grades. Part three of this change order lowers the pipe appropriately. It comes with a cost of near \$23K.

ATTACHMENTS: 1. Change Order No. G-3 with supporting documents.

FISCAL IMPACT: This change order adds about \$134K to the total project construction cost. With this change order and prior change orders, the amount of change orders to date amount to about 7.1% of total project. This is a higher percentage than we want to see. However, this amount is within the project's contingency and given the good bids we received, the project cost is still tracking well within budget. The State Water Commission is a funding partner on this project, including change orders, at a 60% rate. We also will be splitting some cost of this change order with Missouri West and AE2S for their fair share of it.

STAFF IMPACT: Coordination with AE2S and contractor.

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

RECOMMENDATION: We recommend approval this change order as presented.

SUGGESTED MOTION: Approve Change Order No. G-3 for the 30" Transmission Line project.

# Change Order

## No. G-03

Date of Issuance: May 28, 2020

Effective Date: June 2, 2020

Project: <u>Mandan 30" Sunset Reservoir Transmission Line Improvements</u>	Owner: <u>City of Mandan, ND</u>	Owner's Contract No.:
Contract: <u>General Construction</u>		Date of Contract: <u>August 7, 2018</u>
Contractor: <u>S.J. Louis Construction, Inc</u>		Engineer's Project No.: <u>P00510-2007-003</u>

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

**Description of Change**

Item	Description	Cost Adjustment
1	<i>WCD G3 - Modifications to the Missouri West connection near Highway 1806 to provide additional flexibility for isolation while continuing to provide service to Missouri West Water System.</i>	\$17,801.00
2	<i>Easement Delay - Adjustment to time and cost to complete work to obtain easement.</i>	\$93,483.64
3	<i>WCD G4 - Additional excavation to lower 30" transmission line from Sta 32+75 to 36+08 and Sta 37+25 to 44+75.</i>	\$22,525.00
<b>Total Net Change: CO-G-03</b>		<b><u>\$133,809.64</u></b>

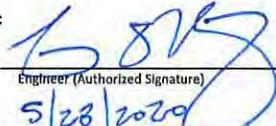
Attachments: WCD G3, Easement Delay, and WCD G4

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

<p>Original Contract Price:</p> <p style="text-align: right;">\$ <u>3,277,500.00</u></p> <p>Increase from previously approved Change Orders No. 00 to No. 02</p> <p style="text-align: right;">\$ <u>98,384.17</u></p> <p>Contract with Increase from previously approved Change Orders</p> <p style="text-align: right;">\$ <u>3,375,884.17</u></p> <p>Increase of this Change Order</p> <p style="text-align: right;">\$ <u>133,809.64</u></p> <p>Contract Price incorporating this Change Order:</p> <p style="text-align: right;">\$ <u>3,509,693.81</u></p>	<p>Substantial completion: <u>November 20, 2019</u></p> <p>Ready for final payment: <u>June 15, 2020</u></p> <p>Increase from previously approved Change Orders No. 0 to No. 02</p> <p>Substantial completion: <u>2</u></p> <p>Ready for final payment: <u>0</u></p> <p>Contract Times prior to this Change Order:</p> <p>Substantial completion: <u>November 22, 2019</u></p> <p>Ready for final payment: <u>June 15, 2020</u></p> <p>Increase Time of this Change Order:</p> <p>Substantial completion: <u>369</u></p> <p>Ready for final payment: <u>365</u></p> <p>Contract Times with all approved Change Orders:</p> <p>Substantial completion: <u>November 25, 2020</u></p> <p>Ready for final payment: <u>June 15, 2021</u></p>
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RECOMMENDED:

By:   
Engineer (Authorized Signature)

Date: 5/28/2020

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

# WORK CHANGE DIRECTIVE

No. G-3

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DATE OF ISSUANCE	June 14, 2019	EFFECTIVE DATE	June 14, 2019
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OWNER	City of Mandan, North Dakota		
CONTRACTOR	SJ Louis Construction, Inc. .		
CONTRACT:	Contract No. 1 – General Construction		
PROJECT:	Mandan 30" Sunset Reservoir Transmission Line Improvements		
OWNER'S CONTRACT NO.	2018-03	ENGINEER'S PROJECT NO.	P00510-2007-003
ENGINEER	Advanced Engineering and Environmental Services, Inc.		

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You are directed to provide detailed material and labor pricing for the following change(s):

**Modify:** Modify the location of the 30" gate valve currently planned for STA 68+62.89, relocating it west of the planned 30" x 12" cross, to approximate STA 68+54. No foreseeable cost impact.

**Add:** Furnish and install materials per attached drawing(s) for a complete 6" bypass system. System includes the following items not currently scheduled: Additional 6" C900 PVC piping, 30" x 6" steel tapping sleeve equal to Ford FTSC-3222-6-U **OR** 30" x 6" DI MJ x MJ tee, new 6" resilient wedge gate valve, 6" MJ 45° bend, 6" x 6" MJ tee, and all nuts, bolts, Mega Lug restraints, and any other necessary accessories to make a complete installation. Additional 6" C900 PVC and 6" gate valve to be compensated for based on bid unit prices, do not include the cost of these additional items in the cost of this change. Please check cost and availability of both the 30" x 6" tapping sleeve and the 30" x 6" tee. The preference is to have a tee installed, however if the tee could not be procured in a timely manner a sleeve would be allowable. Note that all pipe and connections are to be restrained, similar to the rest of the project.

**Purpose of Work Change Directive:** Relocation of the 30" valve would allow the Owner to better isolate the Missouri West connection and the piping underneath the highway, while the added 6" valve and piping would maintain service to the Missouri West system, in the event the 30" line east of the relocated 30" valve is out of service.

**Attachments:** Marked Up 1/C28 Missouri West Connection Detail

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If CONTRACTOR believes that the above change has affected Contract Price, please submit your itemized proposal immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Change Directive will, in that event, be superseded by a Change Order. Any Claim for a Change Order will involve one or more of the following methods as defined in the Contract Documents.

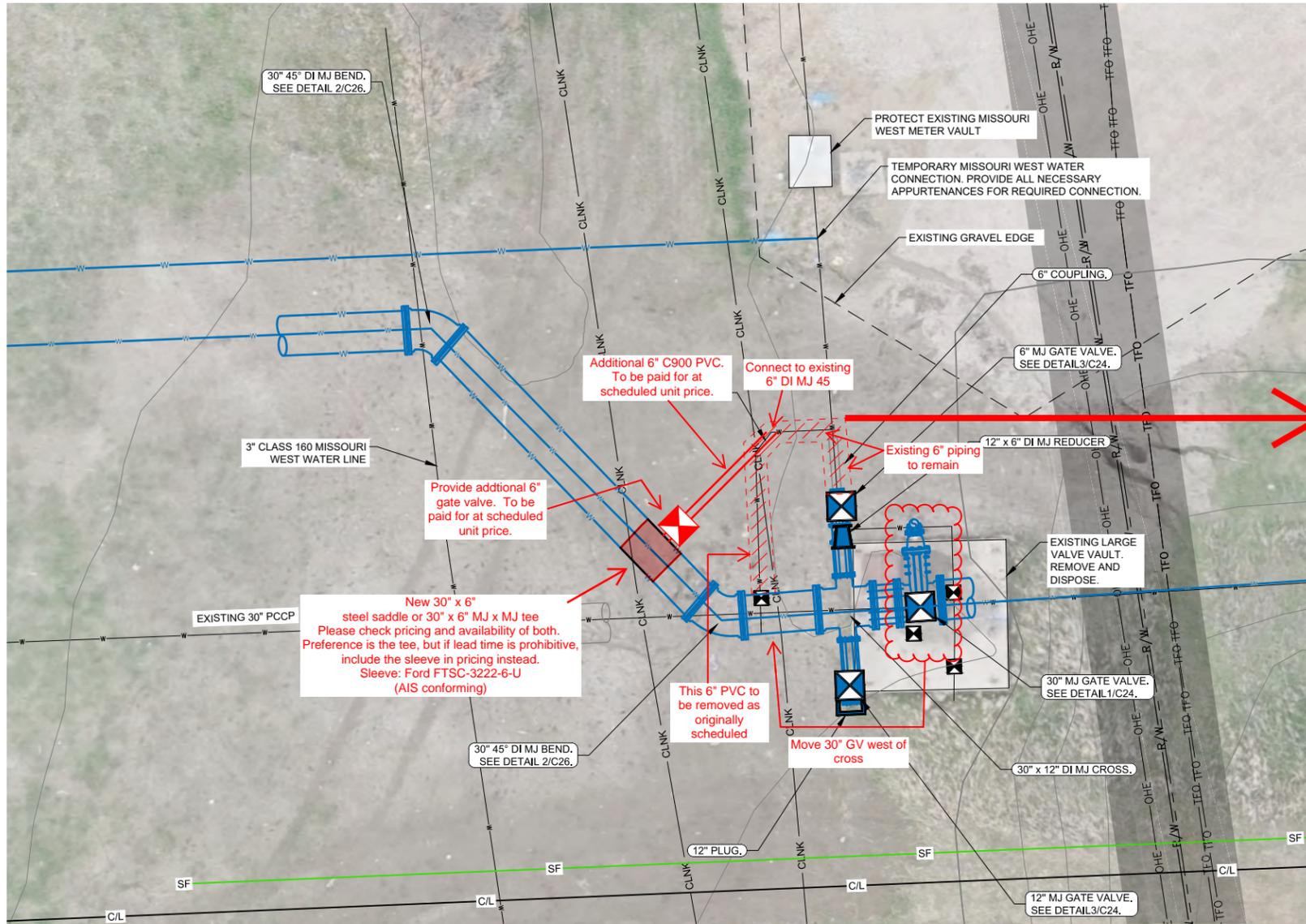
Method of determining change in Contract Price:

- Unit Prices
- Lump Sum      Contractor to provide a Lump Sum Price, including detailed, supporting material, labor, and equipment estimates
- Cost of the Work \_\_\_\_\_

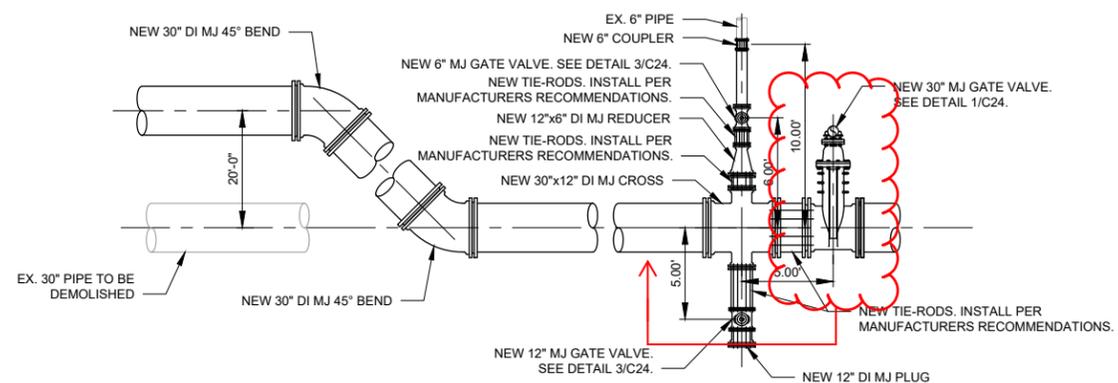
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Signed:

Laith Hintz, PE  
Project Manager



**1 MISSOURI WEST CONNECTION DETAIL**  
 C28



Move valve to west side of cross, as noted above.

**2 MISSOURI WEST CONNECTION DETAIL BLOWUP**  
 C28 SCALE: NONE

SYM	DATE	DESCRIPTION	APPR



30" SUNSET RESERVOIR TRANSMISSION LINE IMPROV.  
 CITY OF MANDAN  
 MANDAN, ND  
 MISSOURI WEST CONNECTION DETAIL

DRAWING TYPE	CONSTRUCTION
PREPARED BY	RFM
CHECKED / APPROVED	JDK / LDH
DATE	JUNE 2018
PROJECT NUMBER	P00510-2007-003
SHEET	28 of 29
DRAWING	C28R

July 5, 2019

Nick Thompson  
Advanced Engineering and Environmental Services, Inc. (AE2S)  
1815 Shafer St.  
Suite 301  
Bismarck, ND 58501



RE: Mandan, ND – 30" Sunset Reservoir Transmission Line Improvement Project  
Work Change Directive G3 – Request for Change to Contract Price and Time

Dear Nick,

Per AE2S's email request on June 14, 2019 S.J. Louis Construction, Inc. (SJ Louis) is pleased to provide the lump sum price and plan described herein. Work Change Directive G3 (WCD-G3) involves moving of the proposed 30" Gate Valve at approximate Sta. 68+62.89 and the addition of a 30" x 6" Tee with 6" Gate Valve and approximately 20 LF of 6" PVC pipe tying into an existing 6" 45 Degree Bend. All materials are accounted for in the provided lump sum price with the exception of a 6" Gate Valve with restraints and 6" PVC pipe which are to be paid using the existing bid unit prices.

SJ Louis is requesting a lump sum change in contract price and time of \$17,801.00 and a half (0.5) contract day for WCD-G3. This price factors in additional labor, equipment, and materials to complete the work outlined in WCD-G3. SJ Louis' price is based on revised drawings provided by AE2S on June 14, 2019 and is subject to changes if further revisions are made to the project plans.

SJ Louis has estimated the additional work to take a total of 5 additional crew and equipment hours which does not account for installation of items which are to be paid using existing bid unit prices.

**Breakdown of WCD-G3 Price**

Labor:	\$ 4,379.40
Equipment:	\$ 3,435.70
Materials:	<u>\$ 9,985.90</u>
<b>Total:</b>	<b>\$ 17,801.00</b>

Sincerely,

Ethan Tramp  
Project Manager  
Office: 320-253-9291 Ext. 345  
Cell: 320-249-0956  
Email: ethant@sjlouis.com

Enclosures: Core & Main quote, dated June 24, 2019

CC: Laith Hintz, AE2S  
Duane Friesz, City of Mandan  
Justin Froseth, City of Mandan



## Bid Proposal for Sunset Reservoir Transmission Line Imp-Work Change

**S.J. LOUIS CONSTRUCTION INC**

**Job Locaon:** Mandan , ND

**Engineer:** AE2S

**Bid Date:** 06/24/2019 11:00 a.m.

**Core & Main** 976335

**Core & Main**

15800 W 79th St

Eden Prairie, MN 55344

**Phone:** 952-937-9666

**Fax:** 952-937-8065

Seq#	Qty	Descripon	Units	Price	Ext Price
10		<b>WORK CHANGE DIRECTIVE-6" LINE</b>			
<del>30</del>	<del>40</del>	<del>6" DR18 C900 PVC PIPE</del>	<del>FT</del>	<del>4.20</del>	<del>168.00</del>
<del>40</del>	<del>500</del>	<del>12 GAUGE BLUE DB TRACER WIRE</del>	<del>FT</del>	<del>0.14</del>	<del>70.00</del>
<del>60</del>	<del>1</del>	<del>6" MJ GATE VALVE</del>	<del>EA</del>	<del>607.71</del>	<del>607.71</del>
<del>70</del>	<del>1</del>	<del>"G" VALVE BOX</del>	<del>EA</del>	<del>280.00</del>	<del>280.00</del>
<del>130</del>	<del>1</del>	<del>7' ADJ VALVE EXT STEM</del>	<del>EA</del>	<del>225.00</del>	<del>225.00</del>
140	2	6" MJ PVC RESTRAINT	EA	29.00	58.00
150	2	6" MJ GASKET	EA	2.02	4.04
160	12	3/4" X 3-1/2" SS MJ BOLT & NUT	EA	3.78	45.36
<del>170</del>	<del>1</del>	<del>UTILITY MARKER SIGN</del>	<del>EA</del>	<del>30.00</del>	<del>30.00</del>
			<b>Average price per</b>	<b>GV</b>	<b>1,250.11</b>
190	1	30X6 MJ TEE C153 USA	EA	3,925.46	3,925.46
200	2	6" MJ L/P SLEEVE USA <span style="color: red;">Needed to facilitate installation</span>	EA	107.95	107.95
210	2	6" MJ 45 BEND USA <span style="color: red;">To move 30"x12" Cross to the East</span>	EA	101.50	203.00
220	2	30" MJ PVC RESTRAINT W/ GSKT	EA	807.83	1,615.66
230	9	6" MJ PVC RESTRAINT	EA	29.00	261.00
240	9	6" MJ GASKET	EA	2.02	18.18
250	54	3/4" X 4" SS MJ BOLT & NUT	EA	3.97	214.38
260	40	1" X 6" SS MJ BOLT & NUT	EA	27.00	1,080.00
280	1	FREIGHT	EA	600.00	600.00
300		<b>ALL ABOVE QUOTED PRODUCTS</b>			
310		<b>CONFORM TO AIS REQUIREMENTS</b>			
330		<b>PRICES DO NOT INCLUDE TAX</b>			
				<b>Tax</b>	0.00
				<b>Total</b>	<b>\$8,683.41</b>

**Branch Terms:**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: [hp\\_s://coreandmain.com/TandC/](http://coreandmain.com/TandC/)



September 9, 2019

SJ Louis Construction, Inc.  
Attn: Ethan Tramp  
1351 Broadway Street West  
PO Box 459  
Rockville, MN 56369-0459

**Re: Mandan 30" Sunset Reservoir Transmission Line Improvements  
General Construction Contract  
Easement Delay**

Mr. Tramp:

As you are aware, the City of Mandan has not yet been able to secure the EBCMGL 16, LLP easement shown in the construction documents. This permanent and temporary easement is necessary for the installation of the 30" transmission line between stations STA 11+25 and STA 55+00. The City of Mandan requests that SJ Louis not complete work within this area until the easement is obtained. At this time, the City is taking steps to legally obtain this easement and will extend the completion date of the project 12 months to accommodate this delay. The City requests that SJ Louis proceed with the procurement of construction materials sensitive to price increases, to avoid incurring price increases on those.

The City of Mandan and AE2S will work with SJ Louis to provide access and an area for storage of materials. Upon receipt of these materials, provided they are properly stored and insured, these materials will be eligible for payment of their actual cost, including tax, upon producing supplier invoices for them. At this time, it is thought that the project schedule will slide 365 days, with a final Missouri West tie-in shortly after October 1, 2020. Depending on weather (Spring and/or Fall), it is possible that final tie-in could be performed earlier, however seasonal water demands cannot guarantee that.

The City of Mandan and AE2S will continue to coordinate with SJ Louis and inform you of updates as this matter develops. If you feel that there are cost impacts associated with this delay, please contact AE2S to discuss what those impacts may consist of. If you have questions or comments on this matter, please feel free to contact us.

Sincerely,

AE2S

A handwritten signature in black ink that reads "Nick Thompson". The signature is written in a cursive, flowing style.

Nick Thompson  
Construction Services Manager

C: Justin Froseth, PE, Planning and Engineering Director, City of Mandan (electronic)  
Duane Friesz, WTP Superintendent, City of Mandan (electronic)

February 24, 2020

Nick Thompson  
Advanced Engineering and Environmental Services, Inc. (AE2S)  
1815 Shafer Street, Suite 301  
Bismarck, ND 58501



RE: Mandan, ND – 30" Sunset Reservoir Transmission Line Improvements  
General Construction Contract  
Easement Delay

Dear Nick,

S.J. Louis Construction, Inc. (SJ Louis) is providing the enclosed breakdown of its requested adjustment in Contract Price. This letter is in response to the February 4, 2020 phone conversation between AE2S and SJ Louis. As discussed, SJ Louis has a multitude of factors built into this price and all of them cannot be shown or backed up in the way AE2S is requesting. Because of the delay, which was at no fault of SJ Louis, we lost a significant amount of 2019 revenue. Furthermore, SJ Louis is being forced to build a project in 2020 which was bid with much lower margins than SJ Louis is currently bidding projects at. For those reasons it would actually be in SJ Louis' best interest to forgo the remainder of this project which would allow us to obtain another project in 2020 at a higher margin. These plus other factors must be considered and accounted for in SJ Louis' request for an adjustment in Contract Price.

During the February 4, 2020 phone conversation AE2S inquired about SJ Louis' provided pricing for labor and equipment required to unload and stage the remaining pipe for the project. AE2S indicated SJ Louis should have bid the project with time to unload and string pipe which should be factored into this price. While SJ Louis did have time to unload and string pipe in its bid, we now must double handle the pipe to remove it from its staging location and string it. This will take roughly the same amount of time as unloading and stringing pipe and SJ Louis must maintain the \$13,138.64 request for an adjustment of Contract Price.

Cost Item Description	Amount	
Additional Builder's Risk Cost	\$ 4,000.00	
Bedding Increases (2019 & 2020)	\$ <del>18,000.00</del>	\$ 9,000.00
Labor Cost Increase	\$ 22,100.00	
Equipment Cost Increase	\$ 31,200.00	
Per Diem Cost Increase	\$ 4,700.00	
15% Markup	\$ <del>12,000.00</del>	\$ 9,345.00
<b>Subtotal</b>	\$ <del>92,000.00</del>	\$ 80,345.00
Unloading/Staging Pipe Costs	\$ 13,138.64	
<b>Total</b>	\$ <del>105,138.64</del>	\$ 93,483.64

Changed in accordance with email correspondence.

Markup on Bedding, Equipment, and Labor Only.

In summation, delaying any project an entire year is not a typical request and should not be treated as such. SJ Louis feels it is making every effort to satisfy this request but is entitled to additional dollars that may be beyond what AE2S or the City of Mandan had initially expected. SJ Louis feels the requested adjustment of Contract Price is fair given the circumstances and is open to discussing further.

Sincerely,



Ethan Tramp  
Project Manager  
Office: 320-253-9291 Ext. 345  
Cell: 320-249-0956  
Email: ethant@sjlouis.com

Enclosures: N/A

CC: Justin Froseth, PE, City of Mandan (electronic)  
Duane Friesz, City of Mandan (electronic)  
Laith Hintz, AE2S (electronic)  
LD Poulton, SJ Louis (electronic)

# Strata Corporation

**Aggregate Division  
1201 W Cavalry Dr.  
Bismarck, ND 58504**

04/11/20

S.J Louis Construction, Inc.  
Attn: Ethan Tramp – Project Engineer  
1351 Broadway Street W., P.O. Box 459  
Rockville MN 56369-0459

Re: Mandan 30" Sunset Reservoir Transmission Line Improvements Project – 2020  
Landowner Royalty and related cost increases for the Pipe Bedding Material & Delivery

Dear Mr. Tramp:

Per the terms of an Aggregate Removal Agreement between Strata and its Landowner the rate of Royalty due to the Landowner for any aggregate removals from the source and increases in the annual costs to Strata, the price per ton has increased \$1.00 in 2020. The specific material involved in this increase is the Pipe Bedding with an estimated 11,000 tons.

As you know this project was bid and quoted July of 2018 with a 2018 completion date for the deliveries of the Pipe Bedding. The material was quoted based upon \$2.00 per ton Royalty in 2018 and then was increased in 2019 to \$3.00 per ton. There will be an increase of \$1.00 per ton for the Pipe Bedding deliveries in 2020 above the quoted 2018 rate and the 2019 adjusted rate, which includes the Royalty increase and the annual increased costs to Strata. (\$2.00 for 2018 + \$1.00 for 2019 + \$1.00 for 2020 = \$4.00)

Please feel free to contact me at 701-202-5485 with any questions.

Sincerely,



William Klein  
Regional Manager – Strata Corporation

# WORK CHANGE DIRECTIVE

No. G-4

DATE OF ISSUANCE February 1, 2020 EFFECTIVE DATE February 1, 2020

OWNER City of Mandan, North Dakota

CONTRACTOR SJ Louis Construction, Inc. .

Contract: Contract No. 1 – General Construction

Project: Mandan 30" Sunset Reservoir Transmission Line Improvements

OWNER's Contract No. 2018-03 ENGINEER's Project No. P00510-2007-003

ENGINEER Advanced Engineering and Environmental Services, Inc.

You are directed to provide detailed pricing for the following change(s):

**Modify:**

- Lower the 30" transmission line alignment between stations STA 32+75 and STA 36+08 and stations STA 37+25 to STA 44+75, as noted in the attached revised plan sheets. **Pricing options:** 1.) Provide detailed lump sum pricing for all costs associated with lowering transmission line, as per drawings. 2.) Provide linear foot unit pricing for pipe lowered within specified depth ranges (i.e. **Add:** \$5/LF of installed pipe, for pipe with additional cuts ranging from 12' to 17', and **Add:** \$8/LF of installed pipe, for pipe with additional cuts ranging from 17'-1" to 22'). Contact and coordinate with Engineer on pricing options prior to submitting pricing.
- Air Relief Manhole at STA 34+15.27 to be field located as needed; no additional MH sections planned.

**Purpose of Work Change Directive:** The Owner of the land that the transmission line passes through has provided plans for future land development. The attached revised plan sheets indicate alignment elevation changes that accommodate the future development plans.

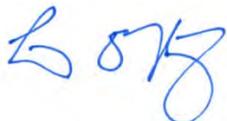
**Attachments:** (4) Revised plan sheets — WCD 4/C09 – WCD 4/C12

If CONTRACTOR believes that the above change has affected Contract Price, please submit an itemized proposal immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Change Directive will, in that event, be superseded by a Change Order. Any Claim for a Change Order will involve one or more of the following methods as defined in the Contract Documents.

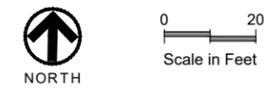
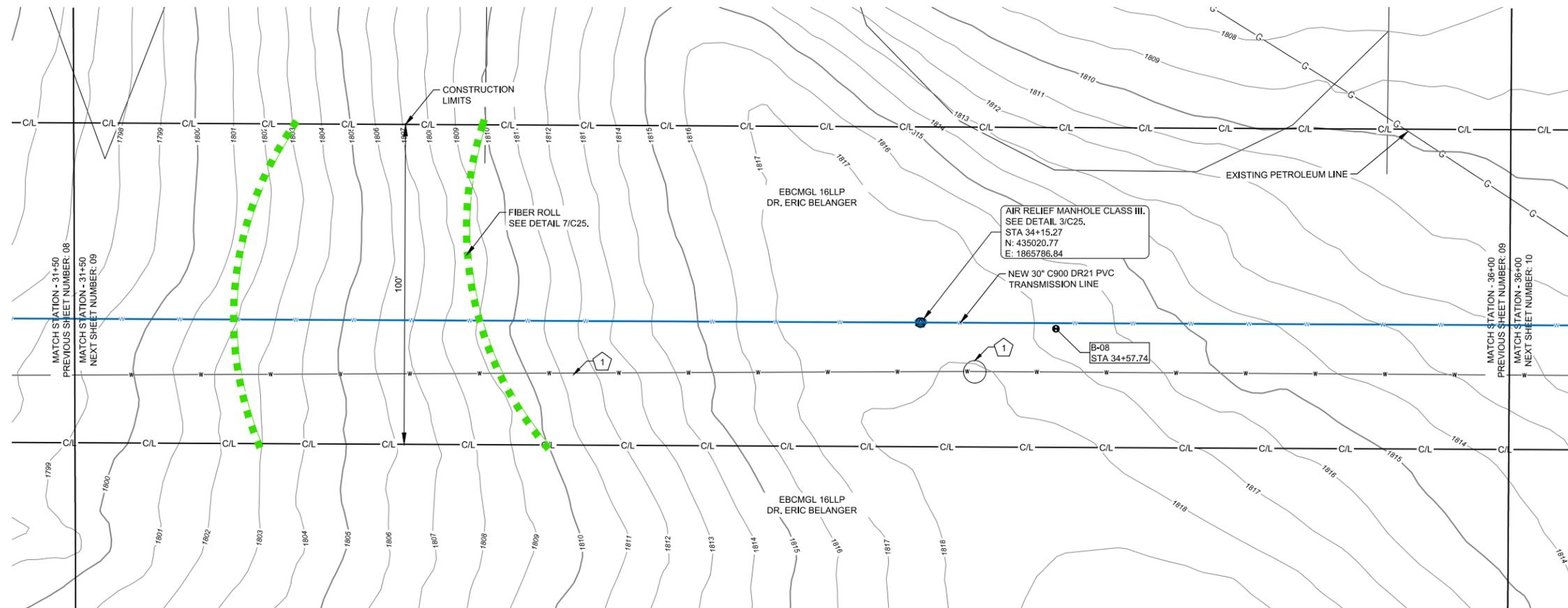
Method of determining change in Contract Price:

- Unit Prices Provide Unit Pricing as noted above
- Lump Sum Provide detailed pricing as noted above
- Cost of the Work \_\_\_\_\_

Signed:

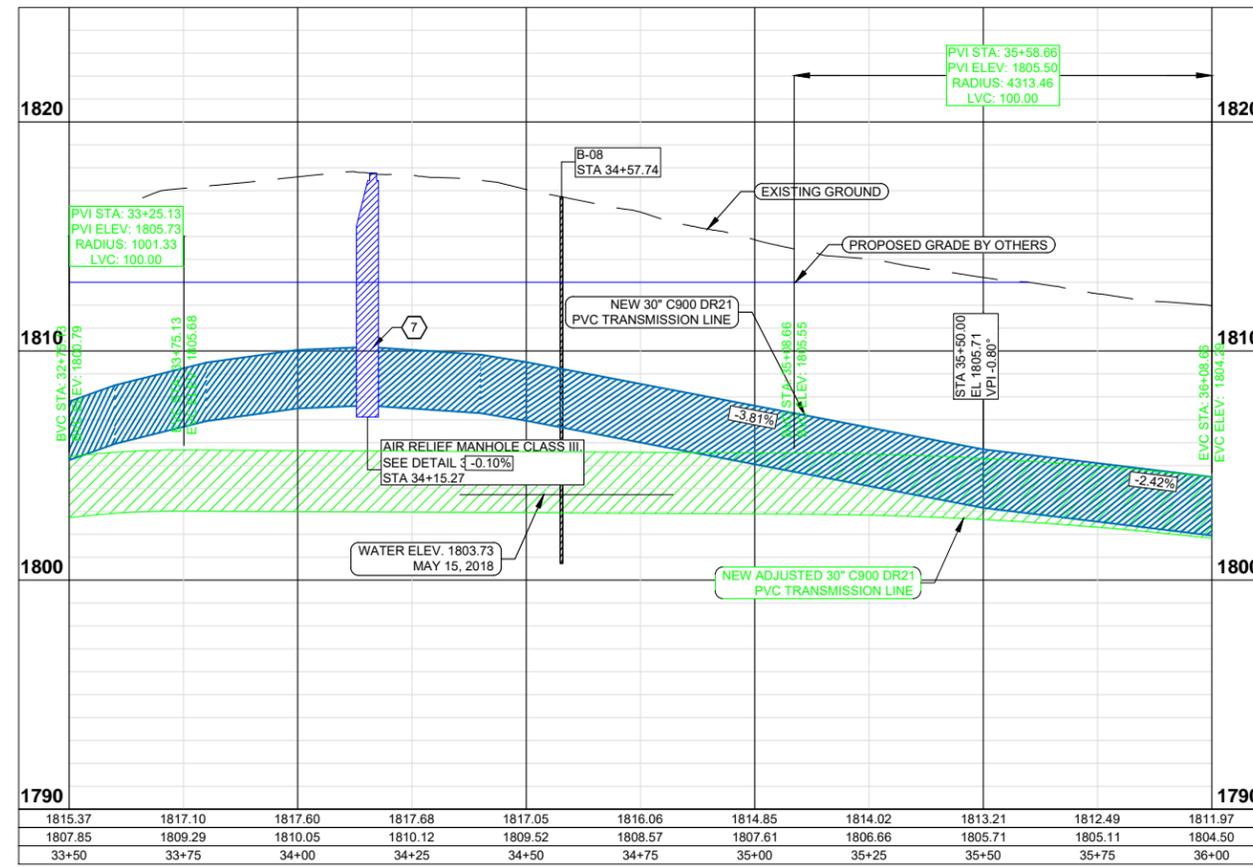
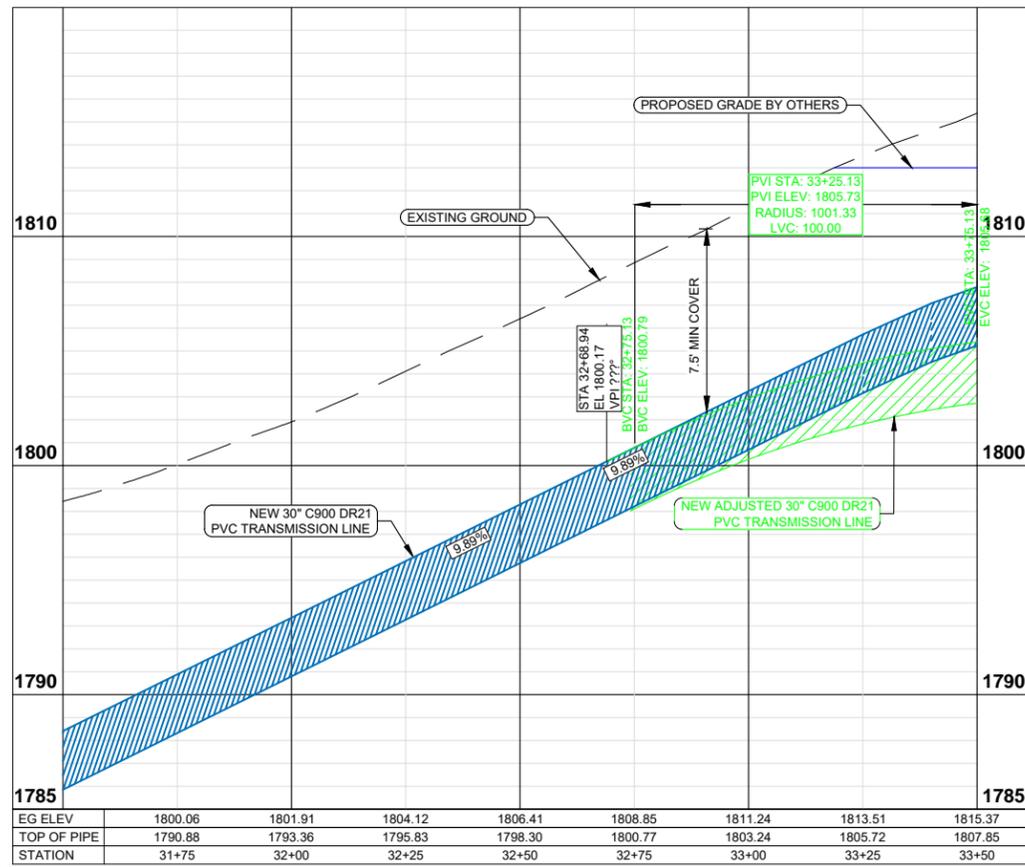


Laith Hintz, Project Manager



**CONSTRUCTION NOTE**

7 CONTRACTOR SHALL DEFLECT PVC PIPE AS NEEDED TO GRADES AND ELEVATIONS SHOWN AND MAINTAIN ADEQUATE COVER. PIPE DEFLECTION SHALL NOT EXCEED MANUFACTURERS RECOMMENDED LIMITS.



**DEMOLITION NOTES**

1 CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING 30" PCCP PIPE, FITTINGS, ARV MH, AND VALVE VAULTS.

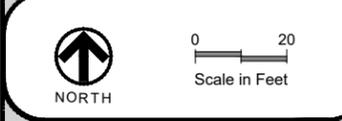
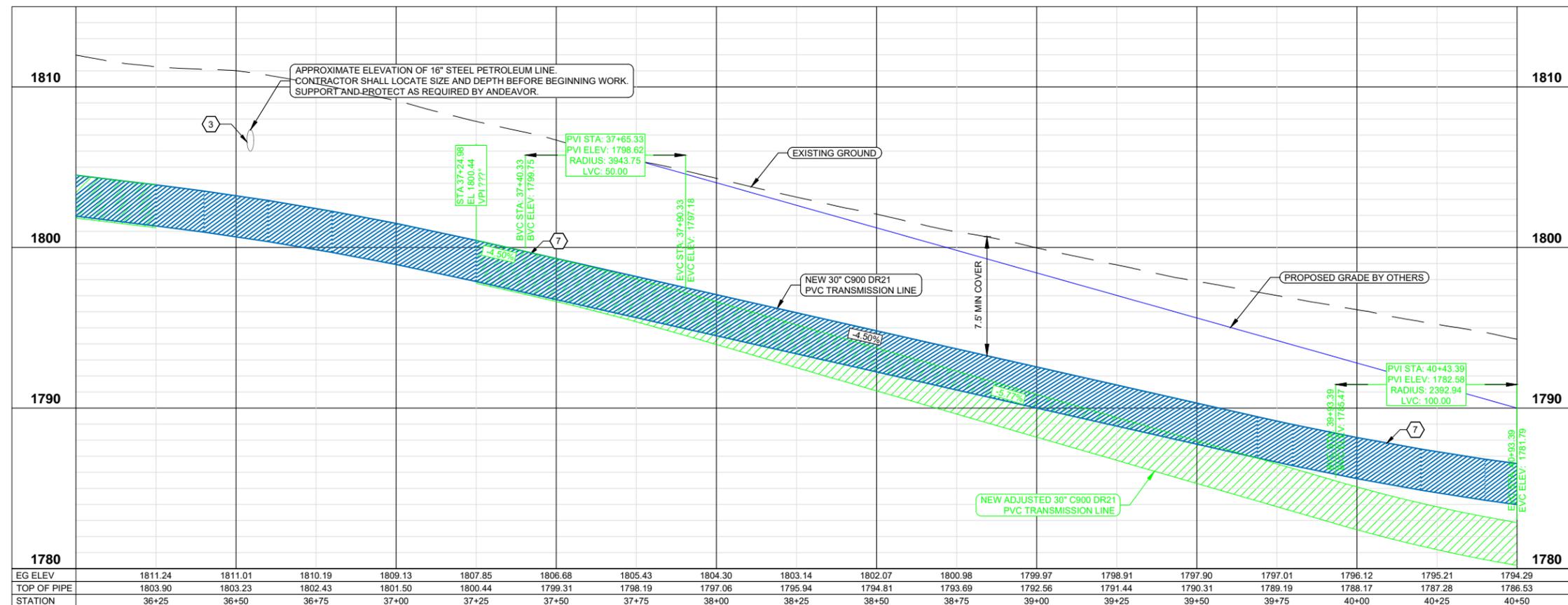
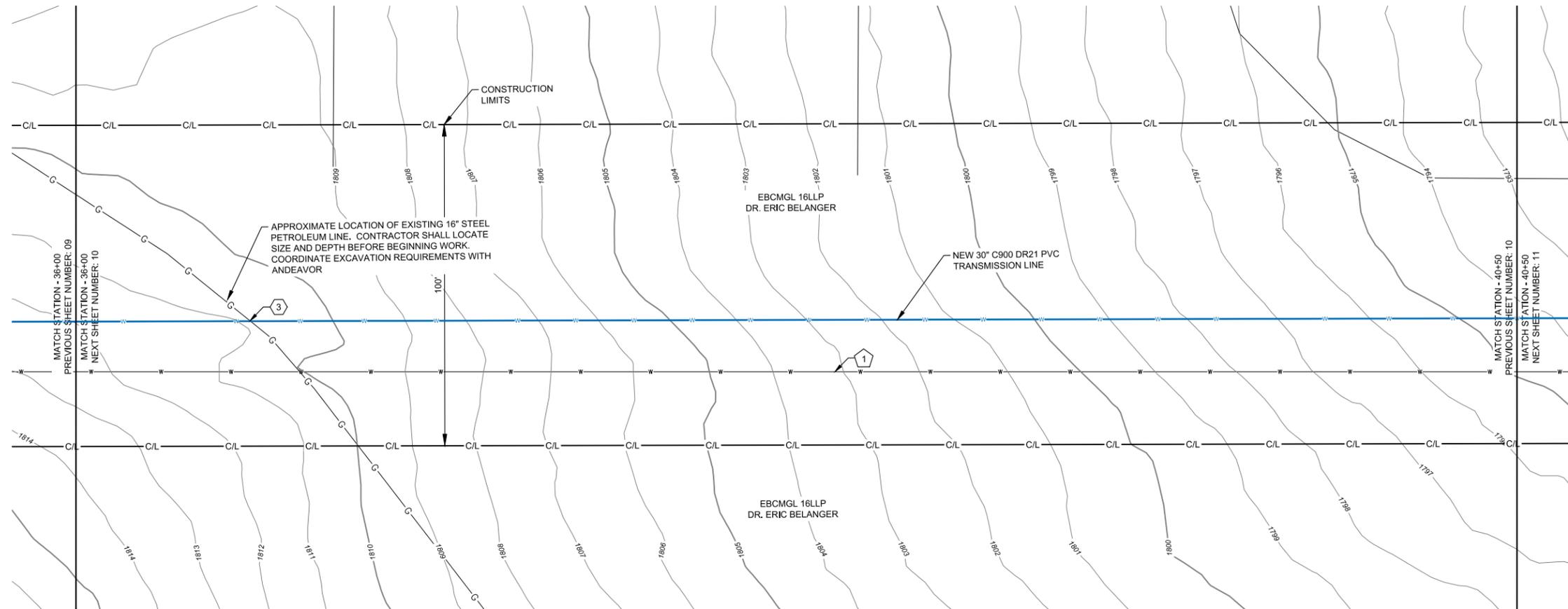
**APPROXIMATE QUANTITIES THIS SHEET**

ITEM	QUANTITY
REMOVE AND DISPOSE 30" PCCP PIPE AND FITTINGS	450 L.F.
REMOVE AND DISPOSE MANHOLE	1 EA
30" C900 DR21 PVC WATERMAIN (PUSH ON JOINT)	450 L.F.
SEEDING	5000 S.Y.
AIR RELIEF MANHOLE CLASS III	1 EA
FIBER ROLL	211 L.F.

**30" SUNSET RESERVOIR TRANSMISSION LINE IMPROV.**  
 CITY OF MANDAN  
 MANDAN, ND  
 STA 31+50 TO STA 36+00

DRAWING TYPE	CONSTRUCTION
PREPARED BY	RFM
CHECKED / APPROVED	JDK / LDH
DATE	JUNE 2018
PROJECT NUMBER	P00510-2007-003
SHEET	09 of 29
DRAWING	C09

WCD G4 - 02/01/2020



**CONSTRUCTION NOTE**

3 CONTRACTOR SHALL SUPPORT AND PROTECT EXISTING UTILITY LINES AT CROSSING. ANY DAMAGE TO BURIED UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

7 CONTRACTOR SHALL DEFLECT PVC PIPE AS NEEDED TO INSTALL TO GRADES AND ELEVATIONS SHOWN AND MAINTAIN ADEQUATE COVER. PIPE DEFLECTION SHALL NOT EXCEED MANUFACTURERS RECOMMENDED LIMITS.

**DEMOLITION NOTES**

1 CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING 30" PCCP PIPE, FITTINGS, ARV MH, AND VALVE VAULTS.

**APPROXIMATE QUANTITIES THIS SHEET**

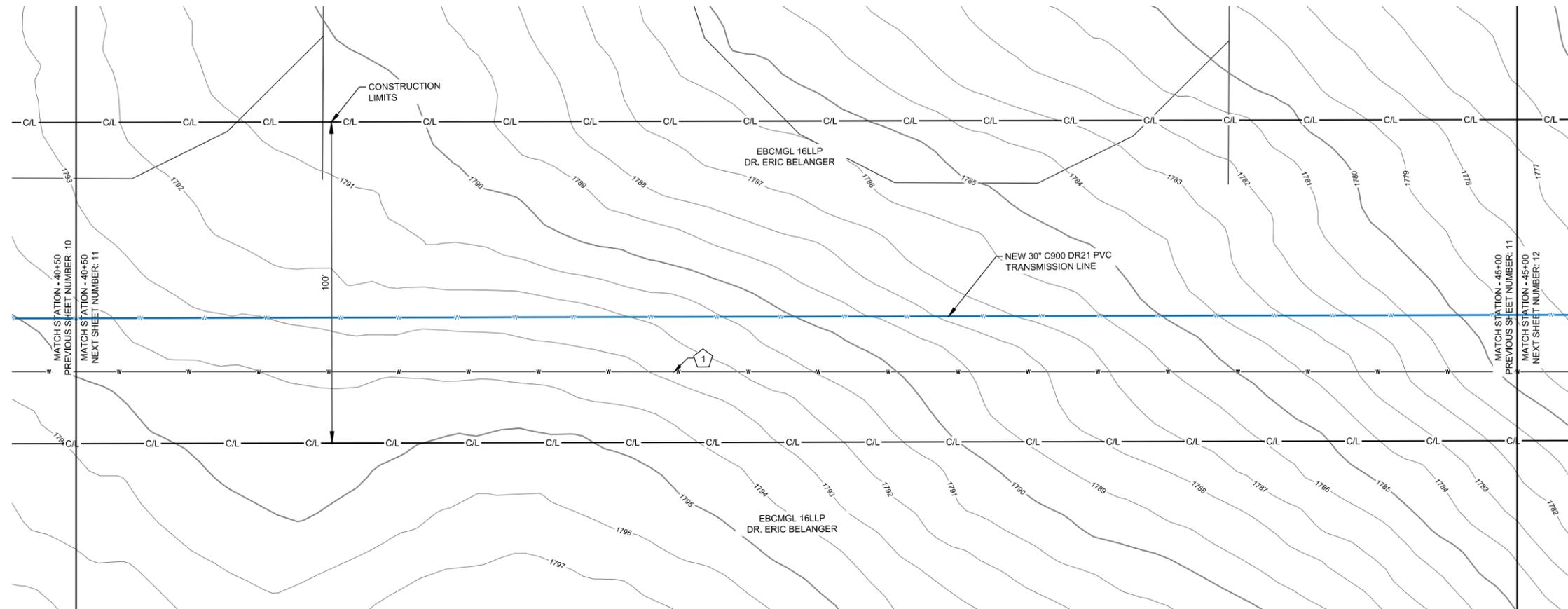
ITEM	QUANTITY	
REMOVE AND DISPOSE 30" PCCP PIPE AND FITTINGS	450	L.F.
30" C900 DR21 PVC WATERMAIN (PUSH ON JOINT)	450	L.F.
SEEDING	5000	S.Y.

**30" SUNSET RESERVOIR TRANSMISSION LINE IMPROV.**  
 CITY OF MANDAN  
 MANDAN, ND  
 STA 36+00 TO STA 40+50

DRAWING TYPE  
**CONSTRUCTION**  
 PREPARED BY  
 RFM  
 CHECKED / APPROVED  
 JDK / LDH  
 DATE  
 JUNE 2018  
 PROJECT NUMBER  
 P00510-2007-003  
 SHEET  
 10 of 29  
 DRAWING  
**C10**

SYM	DATE	DESCRIPTION	APPR





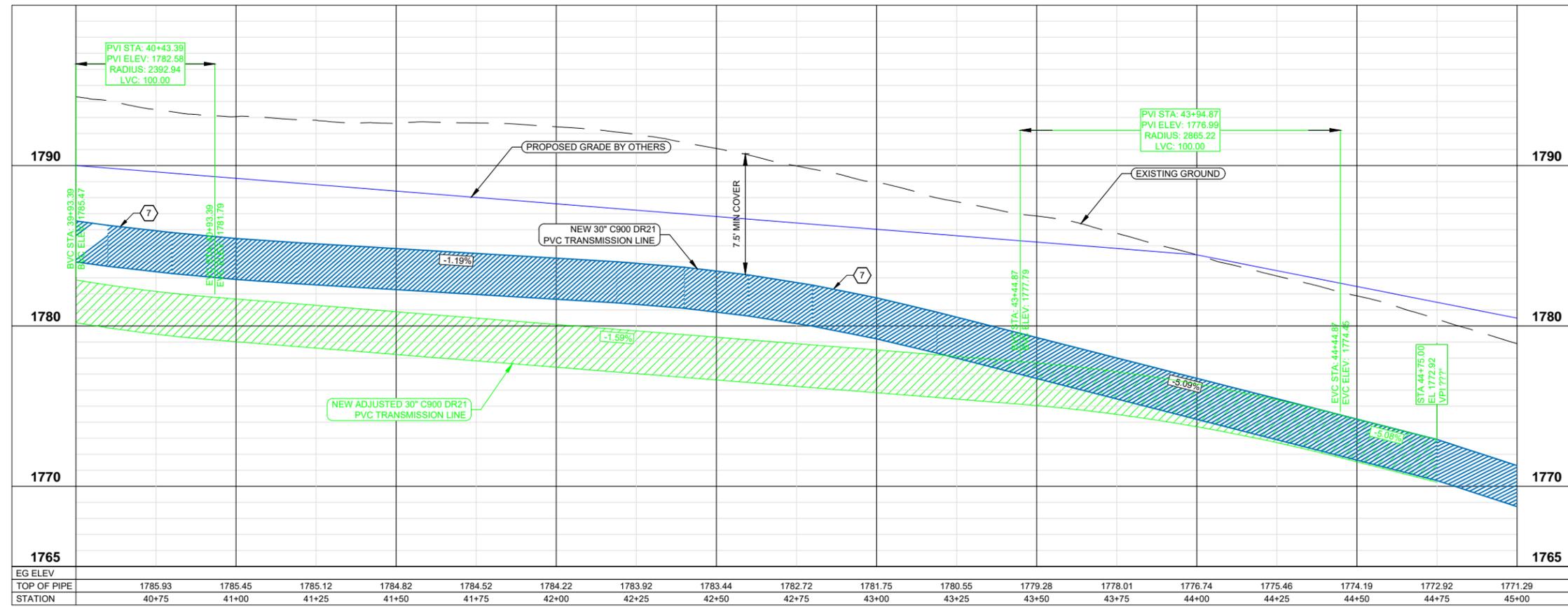
**CONSTRUCTION NOTE**

7 CONTRACTOR SHALL DEFLECT PVC PIPE AS NEEDED TO INSTALL TO GRADES AND ELEVATIONS SHOWN AND MAINTAIN ADEQUATE COVER. PIPE DEFLECTION SHALL NOT EXCEED MANUFACTURERS RECOMMENDED LIMITS.



30" SUNSET RESERVOIR TRANSMISSION LINE IMPROV.  
 CITY OF MANDAN  
 MANDAN, ND  
 STA 40+50 TO STA 45+00

SYM	DATE	DESCRIPTION	APPR



**DEMOLITION NOTES**

1 CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING 30" PCCP PIPE, FITTINGS, ARV MH, AND VALVE VAULTS.

**APPROXIMATE QUANTITIES THIS SHEET**

ITEM	QUANTITY
REMOVE AND DISPOSE 30" PCCP PIPE AND FITTINGS	450 L.F.
30" C900 DR21 PVC WATERMAIN (PUSH ON JOINT)	450 L.F.
SEEDING	5000 S.Y.

**DRAWING TYPE**  
 CONSTRUCTION

**PREPARED BY**  
 RFM

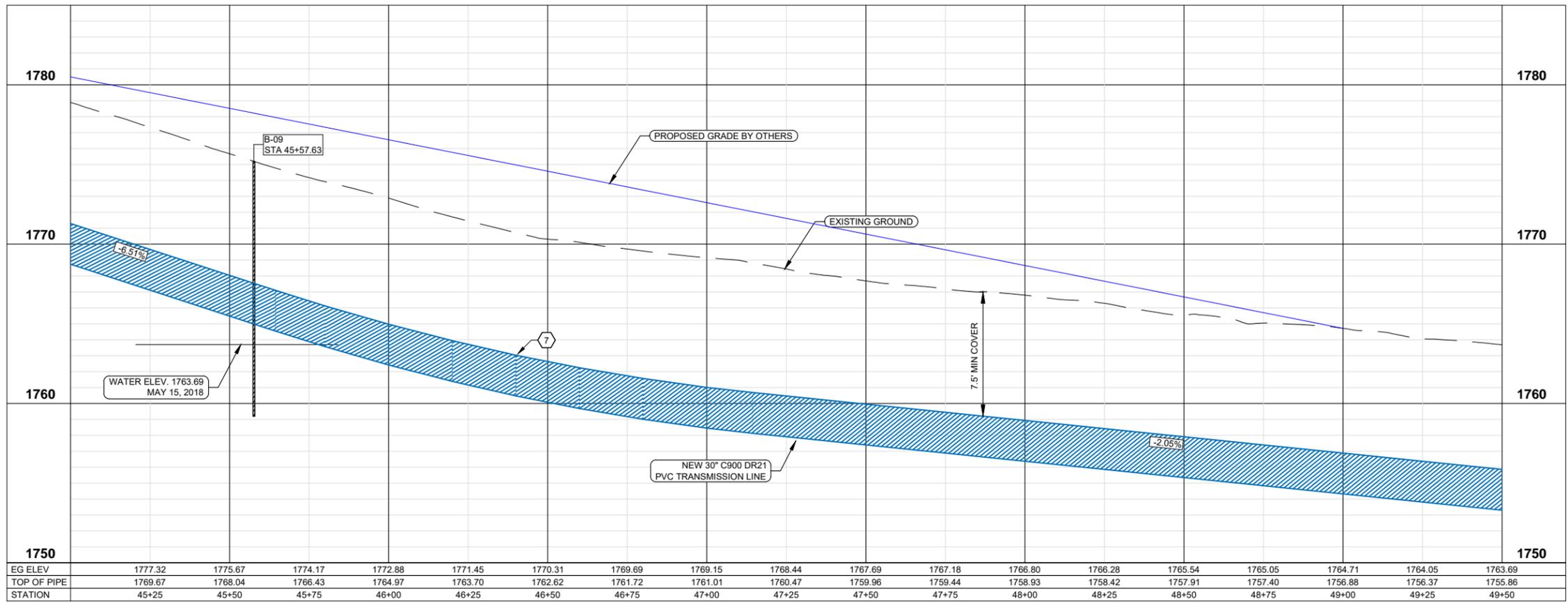
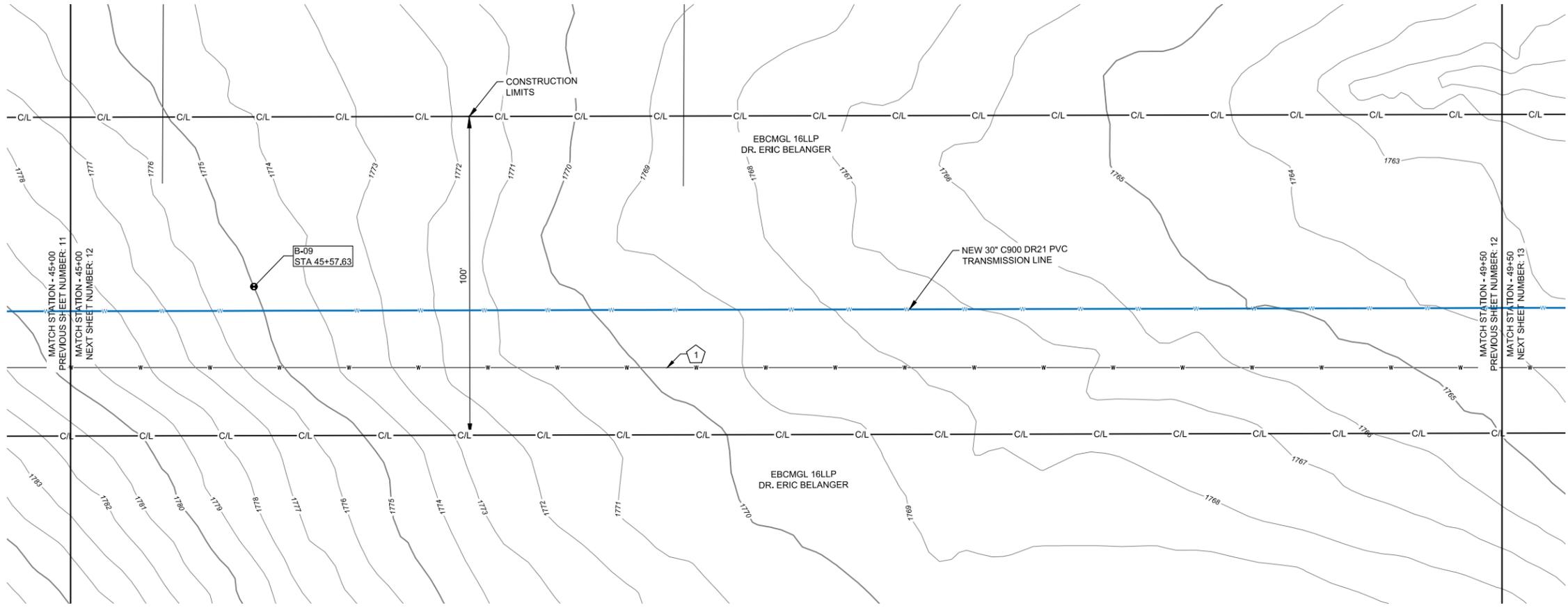
**CHECKED / APPROVED**  
 JDK / LDH

**DATE**  
 JUNE 2018

**PROJECT NUMBER**  
 P00510-2007-003

**SHEET**  
 11 of 29

**DRAWING**  
 C11



**CONSTRUCTION NOTE**  
 7 CONTRACTOR SHALL DEFLECT PVC PIPE AS NEEDED TO INSTALL TO GRADES AND ELEVATIONS SHOWN AND MAINTAIN ADEQUATE COVER. PIPE DEFLECTION SHALL NOT EXCEED MANUFACTURERS RECOMMENDED LIMITS.

**DEMOLITION NOTES**  
 1 CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING 30" PCCP PIPE, FITTINGS, ARV MH, AND VALVE VAULTS.

**APPROXIMATE QUANTITIES THIS SHEET**

ITEM	QUANTITY
REMOVE AND DISPOSE 30" PCCP PIPE AND FITTINGS	450 L.F.
30" C900 DR21 PVC WATERMAIN (PUSH ON JOINT)	450 L.F.
SEEDING	5000 S.Y.

**30" SUNSET RESERVOIR TRANSMISSION LINE IMPROV.**  
 CITY OF MANDAN  
 MANDAN, ND  
 STA 45+00 TO STA 49+50

**DRAWING TYPE**  
CONSTRUCTION

**PREPARED BY**  
RFM

**CHECKED / APPROVED**  
JDK / LDH

**DATE**  
JUNE 2018

**PROJECT NUMBER**  
P00510-2007-003

**SHEET**  
12 of 29

**DRAWING**  
**C12**

SYM	DATE	DESCRIPTION	APPR

March 24, 2020

Laith Hintz  
Advanced Engineering and Environmental Services, Inc. (AE2S)  
1815 Shafer St.  
Suite 301  
Bismarck, ND 58501



RE: Mandan, ND – 30" Sunset Reservoir Transmission Line Improvement Project  
Work Change Directive G4 – Request for Change to Contract Price and Time

Dear Laith,

Per AE2S's email request on February 1, 2020 S.J. Louis Construction, Inc. (SJ Louis) is pleased to provide the lump sum price and plan described herein. Work Change Directive G4 (WCD-G4) involves lowering of the proposed 30" pipe an average of 2.5 feet over an 1,083 foot run of pipe. WCD-G4 requires additional excavation and backfill along with some sub-cutting, some additional shoring, and overall slowed productions.

SJ Louis is requesting a lump sum change in contract price and time of \$22,525.00 and two (2) contract days for WCD-G4. This price factors in additional labor and equipment to complete the work as described above. SJ Louis' price is based on revised drawings provided by AE2S on February 1, 2020 and is subject to changes if further revisions are made to the project plans.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ethan Tramp", with a long, sweeping horizontal line extending to the right.

Ethan Tramp  
Project Manager  
Office: 320-253-9291 Ext. 345  
Cell: 320-249-0956  
Email: ethant@sjlouis.com

Enclosures: N/A

CC: Nick Thompson, AE2S (electronic)  
Duane Friesz, City of Mandan (electronic)  
Justin Froseth, PE, City of Mandan (electronic)  
Bob Schueller, SJ Louis (electronic)



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 27, 2020  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Northwest Street Improvement District Change Order No. 3

---

**STATEMENT/PURPOSE:** To provide an update on the Northwest Street Improvement District project and to consider approving change order No. 3 for it.

**BACKGROUND/ALTERNATIVES:** Much of the Northwest Street Improvement District project has been completed. The most significant item remaining is to chip seal the segments of roadway that were reconstructed this year. We planned for that remaining chip seal work to be completed in 2021.

The change order before you today is for an amount of about \$26K. It is a little more than the \$25K that Justin has the authorization to sign, but could be signed by Administrator Neubauer. However, the Engineering Department wanted to bring this forward to commission for a decision because it includes fog sealing of all streets that were chip sealed as part of the project. The fog sealing component of this Change Order makes up about \$17K of this cost. The fog seal was first used by us as a change order to the Southside project done just this summer.

We believe that fog sealing is worth its relatively low cost that it takes to implement. Our Public Works team has sat in on seminars where it has been recommended by the experts as a low cost method to get extra longevity out of the pavement life. The Engineering Department reached out to the City of Minot Engineering Department after seeing that they have a section of their website to explain the process and benefits of fog sealing their chip seal jobs. After a good conversation with them, the Engineering Department understood that the City of Minot is very happy with this approach and is likely to specify that all chip seal jobs going forward will include a fog seal. We may bring forward the fog seal approach as a standard part of the process for any chip seal job in the City of Mandan. At this time though, we are acting on a project by project basis.

The remaining items are relatively low cost and justified in the opinion of the Engineering Department.

ATTACHMENTS:

- 1) Northwest SID Map
- 2) Change Order No. 3
- 3) Link to City of Minot fog seal information page below  
<https://www.minotnd.org/CivicAlerts.aspx?AID=645>

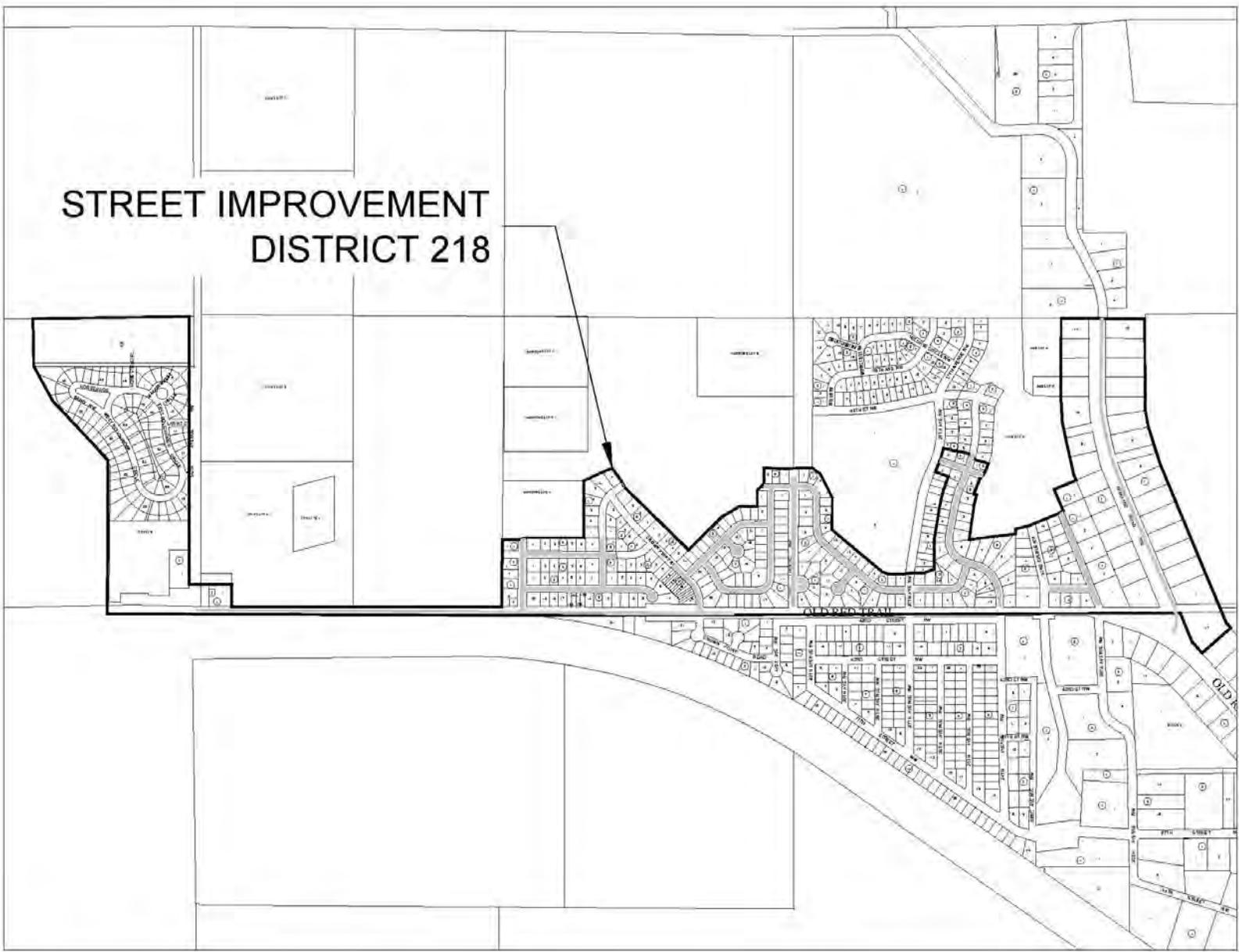
FISCAL IMPACT: With this change order, the project is well under the estimate provided before the project was bid. With this change order, the total amount of change orders amounts to 5.7% of the original bid, which is within reason. The bids were about 31% under estimate, so the average property will still see assessments more than 20% lower than was estimated. The construction costs are to be paid for by special assessments and the district is to receive a 20% buy-down from the cash reserve in the 1% City Sales Tax Fund.

STAFF IMPACT: The Engineering staff has planned, designed and provided construction engineering (inspection) services for this entire project.

LEGAL REVIEW: Our agenda information has been forwarded as part of the full packet to the City Attorney for review.

RECOMMENDATION: Approve this change order.

SUGGESTED MOTION: Move to approve Change Order No. 3 for the Northwest Street Improvement District.



### CONTRACT CHANGE ORDER FORM

#### DEPARTMENT

Contract between the City of Mandan and Strata Corporation

Change Order Number: 3

Project/Subproject: Street Improvement District #218, Project #2019-12

Previous Contract Amount: \$1,014,108.84

Project Description: Northwest Street Improvement District #218, Project #2019-12

Change Order (Increase/Decrease) Contract Amount: \$25,812.56

Contract Amount Including Change Order: \$1,039,921.40

Original Contract Date: April 22, 2020 Substantial Completion: October 16, 2020

Final Completion: July 15, 2021 Change in Contract Time: N/A

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

Type of Change Order:

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

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

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

Other: See Change Order Description

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

#### ADMINISTRATION

City Administrator Signature (<\$50,000): N/A \_\_\_\_\_  
Date

Add to Commission Consent Agenda

#### COMMISSION APPROVAL

Commission Approval Date: N/A \_\_\_\_\_

Attach Minutes for Commission Approval

#### Fiscal

Comments: Increased project amount but under estimated costs.

**CONTRACTOR APPROVAL**

PROJECT MANAGER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHANGE ORDER DISCRPTION:**

In order to better preserve chip retention and lessen future maintenance, the Engineering Department decided to include a fog seal after the chip sealing work is completed.

The following bid items shall be added to Division 1, Division 2, Division 3, Division 4A, Division 4B, Division 4C, Division 5, and Division 6. This cost is reasonable and acceptable.

The Contractor did not install the geogrid due to the change in the pavement design that replaced geogrid with cement stabilized subgrade. The Contractor had a restocking fee of \$6,131.52 for 10,657 S.Y. of geogrid material. The Contractor is asking for ¼ of the restocking fee to be paid for by the project.

The following bid items shall be added to Division 2 and Division 3. This cost is reasonable and acceptable.

The Contractor had to replace 3 manhole castings for Division 3 as the existing ones were surrounded by concrete and where unusable. The Contractor has submitted a price for the 3 manhole castings costs.

The following bid items shall be added to Division 3. This cost is reasonable and acceptable.

The Contractor removed weeds in the chip seal areas. This work was not covered by the project plans or specifications. Work was completed by an hourly basis.

The following bid items shall be added to Division 4A, Division 4B, Division 4C, Division 5, and Division 6. This cost is reasonable and acceptable.

**CHANGE ORDER #3  
 STREET IMPROVEMENT DISTRICT 218 (NORTHWEST)**

STREET IMPROVEMENT DISTRICT 218 (NORTHWEST)  
 PROJECT NO. 2019-12

CHANGE ORDER 3  
 PROJECT NO. 2019-12  
 DISTRICT NO. 218  
 DATE 8/24/2020

CONTRACTOR: STRATA CORP.  
 PO BOX 13500  
 Grand Forks, ND 58208

Division 1 - Highland Road			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	410 GAL	\$ 6.13	2,512.38
<b>TOTAL DIVISION 1 COST</b>			<b>\$ 2,512.38</b>

Division 2 - 30th Ave NW Intersection of 30th and Crimson St			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	259 GAL	\$ 6.13	1,585.52
Geogrid (Restocking Fee)	1 L.S.	1,539.07	1,539.07
<b>TOTAL DIVISION 2 COST</b>			<b>\$ 3,124.59</b>

Division 3 - 34th Ave NW, Lewis Road, and 45th St NW			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	420 GAL	\$ 6.13	2,577.36
Geogrid (Restocking Fee)	1 L.S.	4,592.45	4,592.45
Manhole Castings	1 L.S.	1,664.00	1,664.00
<b>TOTAL DIVISION 3 COST</b>			<b>\$ 8,833.81</b>

Division 4A - Lewis Road West of 37th, Clark Place, 40th Ave (Chip Seal)			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	337 GAL	\$ 6.13	2,088.73
Weed Removal	1 L.S.	245.00	245.00
<b>TOTAL DIVISION 4A COST</b>			<b>\$ 2,311.73</b>

Board of City Commissioners  
 Agenda Documentation  
 Meeting Date: September 1, 2020  
 Subject: Northwest Street Improvement District Change Order No. 3  
 Page 7 of 7

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Division 4B - Lewis Road (Chip Seal)			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	192 GAL	\$ 6.13	1,173.90
Weed Removal	1 L.S.	139.00	139.00
<b>TOTAL DIVISION 4B COST</b>			<b>\$ 1,312.90</b>

Division 4C - Lewis Road (Chip Seal)			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	157 GAL	\$ 6.13	964.25
Weed Removal	1 L.S.	114.00	114.00
<b>TOTAL DIVISION 4C COST</b>			<b>\$ 1,078.25</b>

Division 5 - Cortez Circle, Columbus Ct, Lesalle Dr NW (Chip Seal)			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	358 GAL	\$ 6.13	2,194.54
Weed Removal	1 L.S.	260.00	260.00
<b>TOTAL DIVISION 5 COST</b>			<b>\$ 2,454.54</b>

Division 6 - Corvette Street, Impala Court NW, Nova Ave, & 47th Ave NW (Chip Seal)			
ITEM	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CHANGED CONTRACT AMOUNT
Fog Seal	611 GAL	\$ 6.13	3,742.37
Weed Removal	1 L.S.	443.00	442.00
<b>TOTAL DIVISION 6 COST</b>			<b>\$ 4,184.37</b>

TOTAL DIVISION 1 COST	\$ 2,512.38
TOTAL DIVISION 2 COST	\$ 3,124.59
TOTAL DIVISION 3 COST	\$ 8,833.81
TOTAL DIVISION 4A COST	\$ 2,311.73
TOTAL DIVISION 4B COST	\$ 1,312.90
TOTAL DIVISION 4C COST	\$ 1,078.25
TOTAL DIVISION 5 COST	\$ 2,454.54
TOTAL DIVISION 6 COST	\$ 4,184.37
TOTAL DIVISION 7 COST	\$ -
TOTAL DIVISION GENERAL COST	\$ -
<b>TOTAL ALL DIVISIONS</b>	<b>\$ 25,812.56</b>



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** Sept. 1, 2020  
**PREPARATION DATE:** Aug. 28, 2020  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** City Administrator Jim Neubauer  
**PRESENTER:** City Administrator Jim Neubauer  
**SUBJECT:** Consider two appointments to the Dakota Media Access Board of Directors.

---

**STATEMENT/PURPOSE:** To consider appointments to the Dakota Media Access (DMA) Board of Directors.

**BACKGROUND/ALTERNATIVES:** DMA serves both Bismarck and Mandan and is represented on their Board of Directors by residents of both communities.

DMA president, Jack McDonald, is requesting Mandan resident Sue Balcom be reappointed, and Mandan resident Shauna Laber be appointed to the DMA Board as Mandan representative to a term ending in 2024.

**ATTACHMENTS:** Request letter from Mary Van Sickle & Jack McDonald.

**FISCAL IMPACT:** N/A

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** N/A

**RECOMMENDATION:** I recommend approving the request from DMA President, Jack McDonald to reappoint Sue Balcom and appoint Shauna Laber to the DMA Board of Directors for a term ending in 2024. .

**SUGGESTED MOTION:** I move to reappoint Sue Balcom and appoint Shauna Laber to the Dakota Media Access Board of Directors for a term ending in 2024.



August 26, 2020

Honorable Mayor Tim Helbling  
Mandan City Commissioners  
Mandan City Hall  
205 Second Ave. NW  
Mandan, ND 58554

Dear Mayor Helbling and Mandan City Commissioners:

Dakota Media Access (DMA) requests the following Mandan residents to be considered for appointment and re-appointment to serve on the DMA Board of Directors.

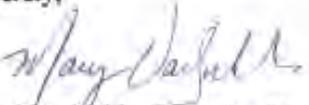
**Sue Balcom**, BHG, Inc. (re-appointment to 2024)  
**Shauna Laher**, Basin Electric (new appointment to 2024)

Current DMA Board Members include:

**Jack McDonald**, Wheeler Wolf Attorneys (2023)  
**Constance Hofland**, Zuger Kirmis & Smith (2022)  
**Dave Diebel**, D&N Cinematics (2023)  
**Greg Wheeler**, Basin Electric (2023)  
**Tanna Kineaid**, Bismarck Public Schools (2023)  
**Robin Thorstenson**, ND Dept. of Human Services (2024)  
**Rick Collin**, Southwest District Representative for Senator Kevin Cramer (2024)  
**Amber Larson**, Mandan City Commission Liaison  
**Mark Splonskowski**, Bismarck City Commission Liaison

Thank you for your consideration.

Sincerely,

  
Mary Van Sickle, Executive Director  
Dakota Media Access

  
Jack McDonald, President  
Dakota Media Access



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 28, 2020  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Sale of Auditor’s Lot 1 (Replat of Lot 6, Block 1),  
The Shores of Marina Bay Replat

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STATEMENT/PURPOSE: Consider approval of the purchase agreement for the sale of Auditor’s Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay Replat.

BACKGROUND/ALTERNATIVES:

Mike and Sarah Horner have presented an offer of \$3,000 for the purchase of Auditor’s Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay Replat. The list price is \$5,000. The offer is coming from one of two property owners that abut this property.

The property has a specials balance of \$249.40. The amount will be prorated for 2020 on the date of close and the remaining balance will be the responsibility of the buyers.

The buyer’s intent is to expand the rear yard.

Staff is recommending approval of the purchase agreement as presented in Exhibit 1. A map of the subject property is provided in Exhibit 2.

ATTACHMENTS:

- Exhibit 1 – Purchase Agreement
- Exhibit 2 – Map of Subject Property

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

Board of City Commissioners

Agenda Documentation

Meeting Date: September 1, 2020

Subject: Sale of Auditor's Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay  
Replat

Page 2 of 2

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LEGAL REVIEW: Attorney Oster has reviewed and approved the purchase and sale agreement.

RECOMMENDATION: Engineering and Planning Department is recommending approval of the offer as shown in Exhibit 1.

SUGGESTED MOTION: I move to approve the offer as presented in Exhibit 1.

# EXHIBIT 1



**LAND ONLY** PURCHASE AGREEMENT # PK401983

PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability out of use or misuse of this form.

Date 8/17/2020 MLS Listing # 401983 Page 1 of 6 Pages

**GOVERNING LAW** This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

**ENTIRE AGREEMENT:** This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) Mike and Sarah Horner has/have agreed to

pay Three- Thousand and 00/100 --- Dollars (\$ 3,000)

for the Property at: Street Address 0000 29th St SE. (TBD)

City of Mandan County of Morton State of ND Zip 58554

Legally described as: AUDITOR'S LOT 1 (REPLAT OF LOT 6 BLK 1) (8700A), BLOCK 1, THE SHORES OF MARINA BAY REPLAT 65-5263151

The sum of Five-hundred and 00/100 --- Dollars (\$ 500) has been received from Buyer(s) by (Check one):  Check  Cash  Note as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or Trademark Realty, in the trust account of \_\_\_\_\_, (Check one):  Listing  Buyer Broker or to be

returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ - due on -. Financing, if any, shall be as follows: -

**PRE-APPROVAL:** Buyer(s) shall provide Seller(s) within N/A days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement.

If financing fails after the contingency completion date, earnest money shall be released: \_\_\_\_\_ to Buyer  to Seller  Other Agreement: -; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: Land Only

The following personal property is excluded: Land Only

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) n/a and (date) n/a unless specified as follows: -

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of Closing

Buyer(s) Initials Date: 8/17/2020 Seller(s) Initials: Date: 8/17/2020 (Rev. 07/18)



**LAND ONLY** PURCHASE AGREEMENT # PK401983

PAGE 2

**REAL ESTATE TAXES**, based on the most current certified tax information available, shall be prorated between Seller(s) and Buyer(s) as of Closing, 20    . **Buyer(s) is advised to verify all tax information.**

**SPECIAL ASSESSMENTS** shall be paid as follows: **Annual Installments:** Estimated annual installment due for the year of closing shall be paid by: **(Check one):**  Buyer(s) and Seller(s) shall prorate as of the date of closing or  Seller(s) shall pay on date of closing. **Buyer(s) is advised to verify all special assessments information.**

**UNPAID BALANCE:** (Check one):  Buyer(s) shall assume or  Seller(s) shall pay on the date of closing the balance of special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments for completed special improvements, which have not been certified for collection.

**Buyer is aware that there may be new public improvement projects, the cost of which may be assessed against the property. Seller agrees to promptly notify Buyer of any such notice received between the date of this agreement and the date of closing.**

**CLOSING AND POSSESSION:** The date of closing shall be On or before Nov. 30th, 2020  
Seller shall deliver possession of property on closing

**DEED/MARKETABLE TITLE:** Upon performance by Buyer(s), Seller(s) shall deliver a Quit Claim deed (Warranty Deed unless otherwise specified), conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the Property; (C) Installments of special assessments or assessments for completed special improvements which have not been certified to the County Auditor for collection. (D) Prior reservation of any mineral rights; (E) Utility and drainage easements; (F) Rights of tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_

(G) Others (must be specified in writing): \_\_\_\_\_

**MINERALS:** In accordance with North Dakota Century Code 47-40-24, unless specifically excluded, Minerals and Royalties transfer with the surface estate; and, in accordance with North Dakota Century Code 47-40-25 the Gravel, Clay and Scoria transfer with the surface estate unless specifically reserved by name in deed, grant, or conveyance. Buyer(s) and Seller(s) are advised to seek independent legal counsel regarding any reservation of minerals and to address such reservations in a separate agreement or addendum.

~~**TITLE AND EXAMINATION:** Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified to date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage Owner's title policy, insuring the buyer's interest in the property in the amount of the sales price. If, after examination, Seller(s)'s title is not insurable or free of defects and cannot be made so by Closing, then at Buyer's option, this purchase agreement shall be terminated and the earnest money shall be refunded to Buyer(s). However, Buyer(s) may waive defects and elect to purchase. Seller to pay Abstracting Fees and Owner's Policy of Title Insurance as applicable. Buyers to pay Searching Fees, Attorney's Title Examination Fee, and Lender Policy of Title Insurance.~~

**ENVIRONMENTAL CONCERNS:** To the best of the Seller(s)'s knowledge, there are no hazardous substances or underground storage tanks unless otherwise noted in Purchase Agreement.

**RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s option, and the earnest money shall be refunded to Buyer(s).

**INSPECTIONS:** Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

Buyer(s) Initials: SH Date 8/17/2020 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 07/18)  
8/17/2020



**LAND ONLY** PURCHASE AGREEMENT # PK401983

PAGE 3

120 **SQUARE FOOTAGE AND/OR ACREAGE:** Buyer(s) is aware that any reference to the square footage and/or acreage of the  
121 Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material  
122 matter to the Buyer(s), it must be verified by the Buyer(s).  
123

124 **SELLER(S) WARRANTIES:**

125 Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.  
126 Seller(s) warrants that there is a right of access to the Property from a public right of way.  
127 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees;  
128 and 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used  
129 in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.  
130 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance,  
131 or regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the  
132 subject Property.  
133 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or  
134 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to  
135 Buyer(s) promptly.

136 ~~Seller(s) warrants that the Property is directly connected to: City Sewer yes ✓ no Well yes ✓ no~~  
137 ~~Water system is: City Rural. If rural, will membership be transferred? yes no N/A~~

138  
139 **FINAL WALK THROUGH:** The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final  
140 walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the  
141 date of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of  
142 any liability.  
143

144 **BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS:** Buyer(s) is advised by Broker to obtain  
145 inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult  
146 government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the  
147 Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of  
148 potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all  
149 liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period  
150 is the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item  
151 warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s)  
152 in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects  
153 in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of  
154 all reports concerning the Property obtained by Buyer(s).  
155

156 **MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual**  
157 **offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney**  
158 **General's web site at <http://www.sexoffender.nd.gov/>.**  
159

160 **DEFAULT:** If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to  
161 complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is  
162 later, then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties  
163 agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that  
164 the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this  
165 Agreement thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies  
166 including but not limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement,  
167 fails, neglects or refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to,  
168 specific performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the  
169 earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after  
170 scheduled date of closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of  
171 legal proceedings to claim the earnest money to the Broker who has possession of the earnest money within said three-month  
172 time period, then the Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the  
173 Buyer, free of any claim by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the  
174 default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies  
175 including, but not limited to, specific performance.

176  
177  
178 Buyer(s) Initials: LS <sup>DS</sup> SI Date: 8/17/2020 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 07/18)  
8/17/2020

**LAND ONLY** PURCHASE AGREEMENT # PK401983



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179 CONTINGENCIES: All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to  
180 the satisfaction of those contingencies which are initialed below by both parties.  
181

182 Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) N/A (contingency completion date),  
183 all contingencies agreed to in items 1 through 10 below shall be addressed to completion. The party with the option to  
184 terminate shall in no event have less than 48 hours from receipt of required information/documentation to give notice  
185 of termination, even if the contingency completion date is extended as a result.  
186

187 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the  
188 purchase agreement; said option to be exercised by giving written notice by the contingency completion date. If such written  
189 notice is given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written  
190 notice is not given by the contingency completion date by a party which had the option to terminate the purchase agreement,  
191 then the option to terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See  
192 "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.	BUYER(S) INITIALS	SELLER(S) INITIALS
<b>1. PROPERTY CONDITION STATEMENT:</b> Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
<b>2. INSPECTIONS:</b> Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System ___ Well ___ Other ___ X		
<b>3. FLOOD PLAIN:</b> Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.		
<b>4. LEASES:</b> Seller(s) shall provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.		
<b>5. REGISTERED SEX OFFENDERS:</b> Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.		
<b>6. RESTRICTIONS AND COVENANTS:</b> Buyer(s) review of any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.		
<b>7. WATER QUALITY TESTS:</b> Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.		
<b>8. SURVEY:</b> Buyer(s) shall obtain a survey of the property, conducted at (check one): ___ Buyer's expense or ___ Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.		
<b>9. PLANS AND PERMITS:</b> Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.		
<b>10. SOIL TESTS:</b> Buyer(s) to obtain soil tests and percolation tests at ___ Buyer's expense or ___ Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

193  
194 **OTHER CONTINGENCIES:**  
195

196 **A. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase  
197 price. If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.  
198

199 **B. 24/48/72 HOUR CONTINGENCY ADDENDUM:** (check one) \_\_\_ does  does not apply (see attached addendum made a part of  
200 this contract, if applicable).  
201

202 **C. CLOSING OF BUYER'S PROPERTY:** (This provision to be used if Buyer's property is under contract at the time of offer): (check  
203 one) \_\_\_ does  does not apply Buyer's obligation to purchase is contingent on closing of Buyer's property at  
204 (address) \_\_\_\_\_ Buyer(s) to provide written evidence within  
205 \_\_\_ days showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of  
206 this Purchase Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within \_\_\_ days following the deadline set forth  
207 in the previous sentence, may elect to terminate this Agreement, with earnest money to be returned to the Buyer(s).  
208

209 Buyer(s) Initials: [Signature] Date: 8/17/2020 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 07/18)

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**PLEASE NOTE:** Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

**SPECIAL CONDITIONS:**

- Buyer to assume or be responsible for payment of any and all liens or judgements on property along with expense of updating/creating abstract or owner's title insurance policy.
- Any and all abstracting or owner's title policy fees shall be furnished at the buyer's expense.
- Buyer acknowledges that if the property has no access to or from a public right of ways, waives the right to demand such access and acknowledges that the seller is under no obligations to provide such access.
- Buyer to have a 15-day due-diligence period, if the findings are unsuitable to the buyer may cancel this contract, with all earnest money being returned.

**RELEASE OF BROKER(S):** Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

**AGENCY DISCLOSURE:** Patrick Koski (  Agent  Broker )  
Brokerage Trademark Realty  
Stipulates that she/he is representing the (Check one):  Seller(s)  Buyer(s)  Neither Party  Both Parties in this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

**APPOINTED AGENCY:** Applies to in-house transactions only. Appointed agency (Check one):  Does  Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

**DUAL AGENCY REPRESENTATION:** Dual agency representation (Check one):  Does  Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:  
(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;  
(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;  
(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.

_____ Buyer(s) Signature	_____ Date	_____ Seller(s) Signature	_____ Date
_____ Buyer(s) Signature	_____ Date	_____ Seller(s) Signature	_____ Date

**LAND ONLY** PURCHASE AGREEMENT # PK401983



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269 This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered in person, by  
270 mail, or facsimile, and received by Buyer(s)'s Agent by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ (Check one):  
271 \_\_\_\_am \_\_\_\_pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed  
272 withdrawn and the Buyer(s)'s earnest money shall be returned.

273 DocuSigned by:  
274 \_\_\_\_\_ 8/17/2020  
275 22A4B5F8E3804F9...rE Date

273 DocuSigned by:  
274 \_\_\_\_\_ 8/17/2020  
275 2F69705D1445478... Date

276 \_\_\_\_\_  
277 Address  
278 \_\_\_\_\_  
279 City, State, Zip

276 \_\_\_\_\_  
277 Address  
278 \_\_\_\_\_  
279 City, State, Zip

**ACCEPTANCE**

282 A Counter Offer(s) (Check one): \_\_\_\_Is \_\_\_\_Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s)  
283 must sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the  
284 provisions of the Counter Offer shall be controlling.

285 The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one): \_\_\_\_ the Seller(s) exclusively; or  
286 \_\_\_\_ both the Buyer(s) and Seller(s).

287 Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: \_\_\_\_\_

288 Brokerage: \_\_\_\_\_ Telephone: \_\_\_\_\_

289 The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s)  
290 Agent or, if the Buyer is not represented by an agent, to the Buyer.

291 The undersigned agree to sell the Property on the terms and conditions herein stated.

292 \_\_\_\_\_  
293 Seller's Signature Date

292 \_\_\_\_\_  
293 Seller's Signature Date

294 \_\_\_\_\_  
295 Seller's Name Printed

294 \_\_\_\_\_  
295 Seller's Name Printed

296 \_\_\_\_\_  
297 Seller's Address

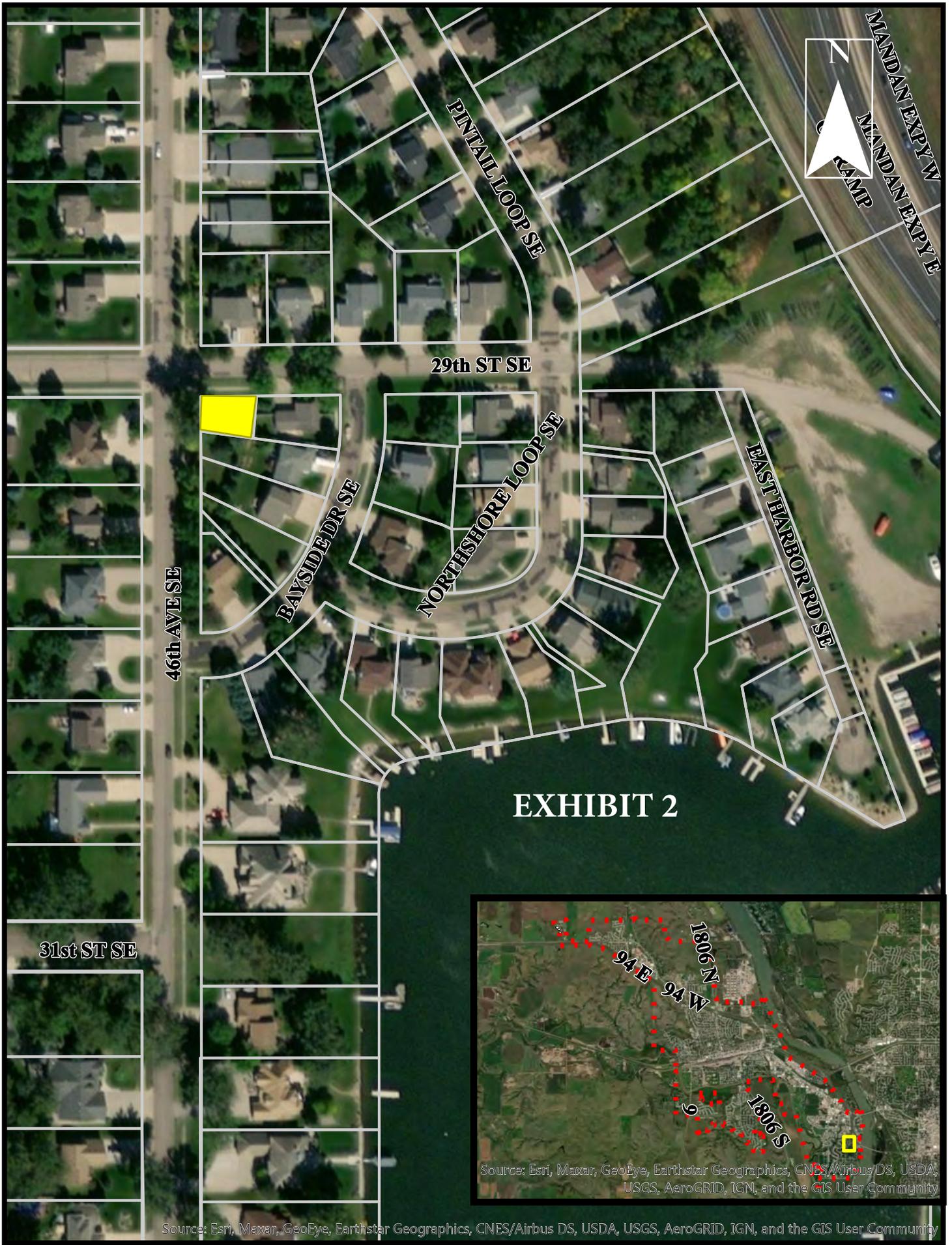
296 \_\_\_\_\_  
297 Seller's Address

298 \_\_\_\_\_  
299 City, State, Zip

298 \_\_\_\_\_  
299 City, State, Zip

300 Marital status (**REQUIRED** by Title companies): \_\_\_\_\_

301 **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL, TAX, OR STRUCTURAL**  
302 **ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**EXHIBIT 2**





# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 28, 2020  
**SUBMITTING DEPARTMENT:** Human Resources  
**DEPARTMENT DIRECTOR:** Brittany Cullen, HR Director  
**PRESENTER:** Brittany Cullen, HR Director  
**SUBJECT:** ND Public Health Insurance Trust

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STATEMENT/PURPOSE: Consider approval of joining the ND Public Health Insurance Trust (NDPHIT).

BACKGROUND/ALTERNATIVES: In 2019, the ND Insurance Reserve Fund (NDIRF) began studying the concept of an association health plan for ND political subdivisions with the goal of providing local governments with more control over their health insurance plans. More control over your health insurance plan will, over time, lead to better coverage, better service, and lower rates. During NDIRF's process of researching an association health plan, they became aware of a plan by the South East Education Cooperative (SEEC) to create an association health plan for North Dakota Schools. NDIRF and SEEC combined efforts to work on a solution together. The result is the North Dakota Public Health Insurance Trust (NDPHIT).

On August 6, Hays Companies, the third party administrator of NDPHIT, hosted an informational webinar on the plan, with a follow-up meeting scheduled for August 11. All department directors were invited to attend the meeting on August 11. At the time, the deadline for a decision to join was set for August 24. Recently that deadline was extended to September 4. Over the last few weeks, we have received additional information regarding the trust and health insurance coverage. Randy Johnson, from the Hays Group, will be in attendance to answer questions.

The insurance provider selected is Blue Cross Blue Shield of ND. The coverage provided by BCBSND will mirror the coverage provided by Sanford Health Plan through NDPERS. BCBSND will offer a few additional services at no cost to the employer or employees. The network of providers will also remain the same. Employees will not see a decrease in coverage, nor have to find new doctors.

For 2021, our single and family premium rates will remain the same. The NDPHIT plan does provide the option to create a 4 tier premium structure. This would add Employee + Child(ren) and Employee + Spouse as coverage level options for employees to consider.

The rates for these options would be determined based on a formula and the number enrolled in each tier. The premium rates for these additional options would fall between our current single and family premium rates. We anticipate some cost savings for the additional two tiers, which not only assists the City, but also employees that may be less than seven years and are responsible for a portion of their premium.

ATTACHMENTS:

- Attachment 1: NDPHIT August 2020 Presentation
- Attachment 2: NDPHIT vs. NDPERS Coverage Comparison
- Attachment 3: NDPHIT Member Participation and Subscription Endorsement

FISCAL IMPACT: One-time deposit of 8.5% of annual premium due by December 18, 2020. Final amount will be determined after open enrollment, but we are anticipating an approximate \$175,659. The January 2021 premium (\$172,116) is due December 18, 2020, which follows suit with our current premium payment set-up.

STAFF IMPACT: All benefit-eligible staff would have to participate in enrollment.

LEGAL REVIEW: Attorney Oster has reviewed the document and found no issues.

RECOMMENDATION: The Human Resources Department recommends approval of joining the ND Public Health Insurance Trust (NDPHIT).

SUGGESTED MOTION: I move to approve joining the ND Public Health Insurance Trust.



# The North Dakota Public Health Insurance Trust Program Summary



**Brennan Quintus, CEO**  
North Dakota Insurance Reserve Fund (NDIRF)



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In surveys, members are asking about:

- Property Insurance
- Health Insurance

NDIRF works with virtually all political subdivisions in North Dakota:

The “umbrella” to help local governments get the buying power of a large group.

Partnering with consulting firms that specialize in health insurance in North Dakota.



# Who are the REA's and SEEC



Kyle Davison  
Executive Director





## Trust Board of Trustees Structure

Following the initial establishment of the Trust, a nine-member Board of Trustees of participating schools, which will be comprised of the following:

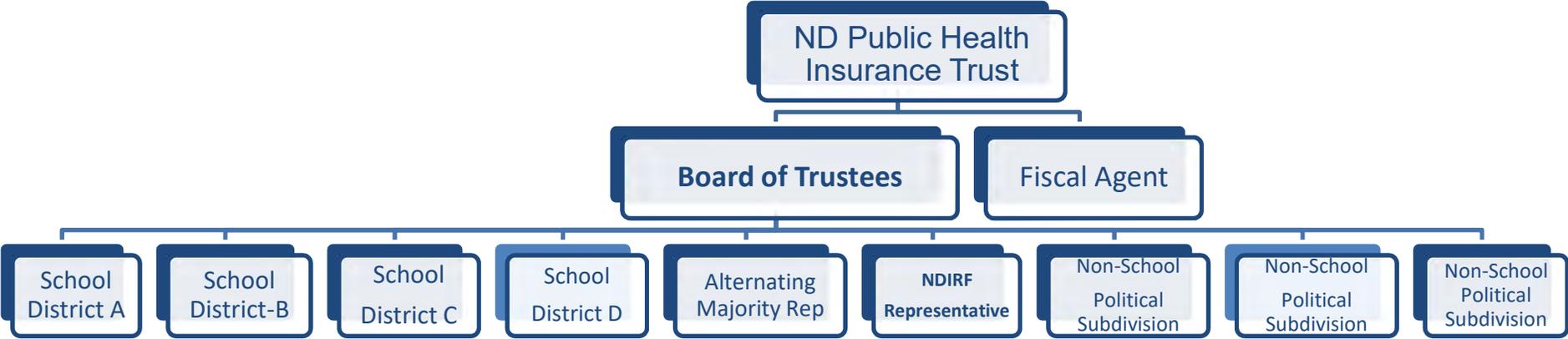
Four (4) Superintendent Trustees, which shall be the superintendent or the superintendent's designee for intervals of 1, 2 and 3 year terms, and will be entitled to appoint a Trustee to serve on the Trust based upon its relative size to the other Participating Employers.

One (1) Trustee shall be elected by the Participating Employers representing the majority of participating entities between educational organizations and non-educational political subdivisions; a 2 year term;

One (1) Trustee shall be a member of the North Dakota Insurance Reserve Fund;

Three (3) Trustees shall be a member Non-School Political Subdivisions or Designee for 2 and 3 year terms.

All Trustees shall be afforded one (1) vote





# WHY NDPHIT?

A Great Health Plan Choice!

- + The Trust is a **public member owned** and board of trustee governed VEBA (Voluntary Employee Benefit Association) and a non-profit 501 (C) (9) Trust
- + The Trust can create Health Insurance Premium **Stability** – Self-Insured premium pool **lower premium trends** target 3% to 6% annual adjustments
- + Increased health plan **choices**, plan **flexibility** and **member tier options**
- + **Ease of administration** with **support** by SEEC as the program manager
- + **Local support with** Blue Cross and Blue Shield of North Dakota
- + Health plan **fund balances** and **surpluses** are **owned** by the **members** of the Trust
- + Self-insured plans have **less** state and allocated insurance carrier **costs**
- + **Transparency reporting** of all health plan costs
- + Annual **member renewal** information available up to 6 months in advance
- + A **0% increase** has been underwritten for its participating members



# Hays Companies

- Hays Companies was founded in 1994
- Became part of the Brown & Brown Team in 2018
- Full-service insurance brokerage consultancy specializing in:
  - Employee Benefits
  - Property & Casualty
  - Risk Management
  - Retirement Planning
- All-inclusive resources and national leverage with the speed and agility of a smaller broker
- Transform benefits and risk through modern technology and industry expertise
- Creative. Data-Driven. Strategic. Consultants.

**240+**  
locations

**10,000+**  
teammates



**\$19B** premiums under management

**The past 10 years**, the Hays' Risk Pool Management client groups have experienced a **4%** market rate renewal trend for their health plan premiums as compared to the market in the same period at **8.2%**



# The Hays NDPHIT Service Team



**Stephanie Mace**  
Lead Consultant



**Randy Johnson**  
Strategic Consultant



**Jon Heath**  
Benefits Consultant



**Elizabeth McArthur**  
Financial Consultant



**Olena Zhuravlova**  
Benefit Analyst



**Megan Karis**  
Marketing Director



## NATIONAL RESOURCES



Wellness



**Heather Kopnicky**  
Health Strategist



**Louise J. Short, MD, MSc**  
National Clinical Leader  
Strategic Benefit Advisors



Pharmacy



**Frank Bacon**  
Pharmacy  
Consultant



**Greg Rucinski RPh**  
Executive VP  
PillarRx Consulting, LLC



Financial  
Strategies



**Dave Ross**  
Executive VP  
of Underwriting



**Josh Rydberg**  
Senior Underwriting  
Consultant



Compliance  
& Legislation



**Ben Graves**  
Executive Director



**Nicholas Karls**  
Associate Director



Technology



**Steve Piccolino, MBA**  
Vice President National  
Benefits Technology



**Catherine Hobbs**  
Director of Software  
Implementation



International  
Benefits



**Rich Scherer**  
Vice President  
International Benefits

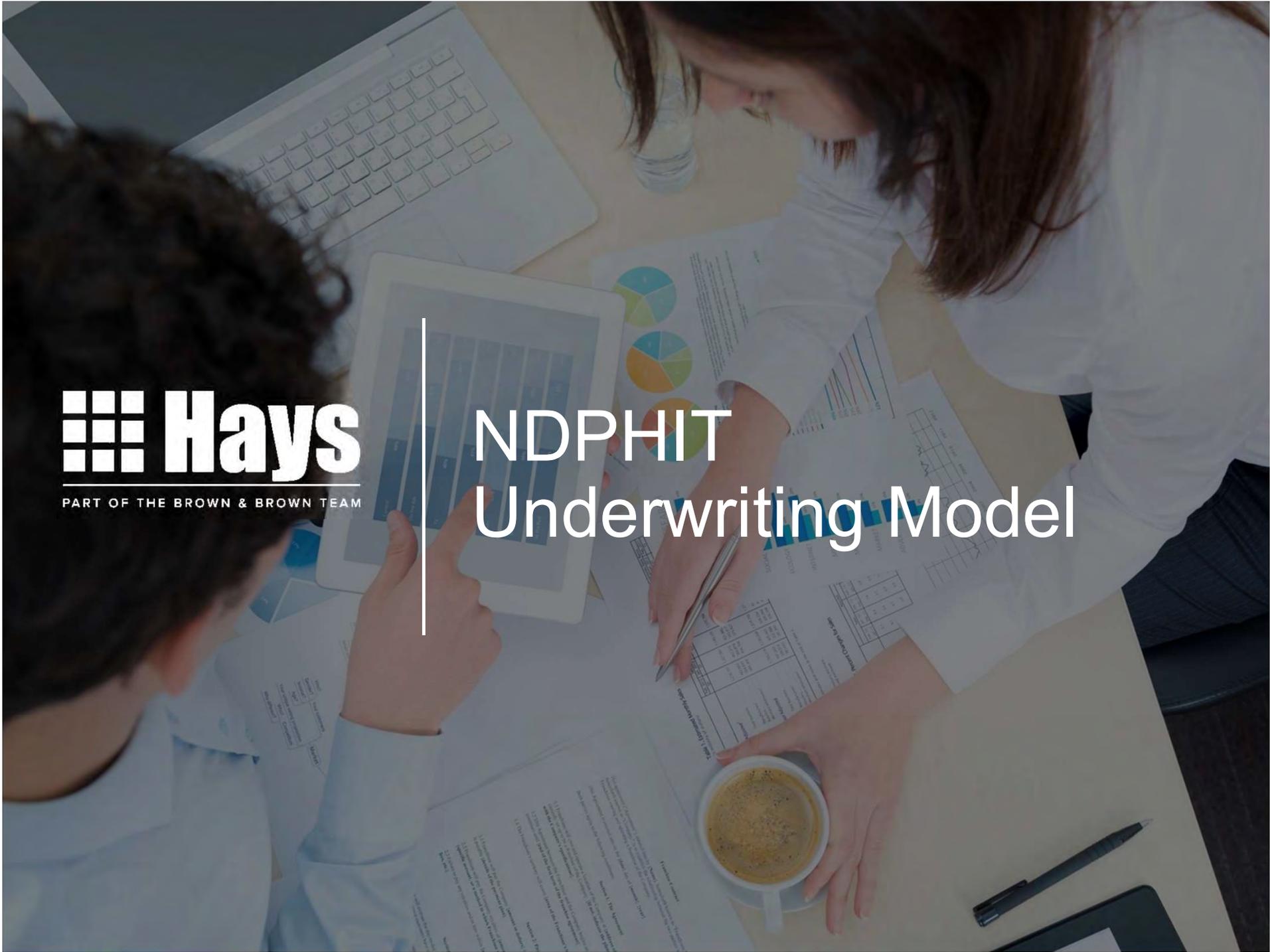


**Amy Peterson**  
Senior Analyst





# NDPHIT Underwriting Model



# **NDPHIT Trust Timeline**

## **Political Subdivisions for a January 2021 Renewal**

- Initial Underwriting Completed August 2020
- Final Underwriting following Actuarial review week of August 10<sup>th</sup>
- Assumes all 47 groups participate in Trust and with the same plan. Any adjustments could affect final underwriting
- Groups Final Renewal Health Plan Strategies. August 12<sup>th</sup> to 24<sup>th</sup>
- Final Renewal Decisions by week of August 24<sup>th</sup>
- Executed Trust Participation Agreement September 11<sup>th</sup>
- Open Enrollment Preparation and Communications completed by September 18<sup>th</sup>
- Open Enrollment October 1<sup>st</sup> through November 30



# Political Subdivisions

NDIRF Political Subdivisions	
City of Cooperstown	Wahpeton Park Board
City of Glenburn	City of Kindred
City of Hazen	City of Casselton
City of Lincoln	Bowman County
City of New Rockford	Burleigh County Housing Authority
City of Riverdale	City of Behula
City of Valley City	City of Cavalier
Dickinson Municipal Airport	City of Grafton
Grafton Parks and Rec	City of Lisbon
International Peace Gardens	City of Mandan
Jamestown Stutsman Development Corp	City of Oakes
Lake Region Law Enforcement Center	City of Wahpeton
ND Association of Counties (NDCO Resource Group)	Dickinson Parks & Rec
ND Insurance Reserve Fund (NDIRF)	Dunn County
North Central Soil Conservation District	Grand Forks Public Library
Slope County	Mandan Park District
Walsh County	R&T Water District
Wells County	Rolette County
Adams County	Sargent County
City of Beach	Stutsman County
City of Hankinson	Towner County
City of Harvey	Traill County and Traill County EDC
GF Regional Airport Authority	Williston Parks & Recreation
Pierce County	City of Forman



# Political Subdivisions Underwriting Model

## Underwriting Parameters:

- All health plan benefits with expanded preventative care services with no cost sharing
- Current enrollment of 1229 employees and 2020 premium
- Up to 28 months of historical enrollment and claims though 2018 to 4-30-2020
- Adjusted for claims over 150K
- Removed individuals not covered as of May 1, 2020
- Funding claims through December 31, 2021 with a 6.85% trend (28 months)
- Annual Trust Premium Assumes **No premium increase for participating Trust Members for January 2021 through December 2021**
- The annual expected premium is \$18.45 Million for 47 Political Subdivisions
- The model accumulates an annual surplus over expected claims of \$225K 1st year
- BCBSND requires 2 months of claims on hand by December 31st
  - Assumes each Political Subdivisions contributes 8.5% of their annual premium as an initial deposit by December 18th
  - January Premium by December 18th
- Final underwriting will be determined by participating Political Subdivisions and Actuarial opinion letter



# Medical Underwriting

47 Political Subdivisions	Medical		
	January to December 2018	January to December 2019	January to April 2020
Medical Claims <sup>(1)</sup>	\$11,925,327	\$13,406,858	\$3,521,746
Pooled Dollars above \$150k <sup>(2)</sup>	(\$1,060,248)	(\$1,093,320)	(\$166,786)
Medical Claims Less Stop Loss Credits	\$10,865,078	\$12,313,539	\$3,354,960
Maturity	0.833	0.833	0.833
Seasonality	1.000	1.000	1.056
COBRA Adjustment	1.000	1.000	1.000
COVID-19 Adjustment <sup>(4)</sup>	1.000	1.000	1.000
Benefit Adjusted Medical Claims	\$9,054,232	\$10,261,282	\$2,952,365
Member-Months	33,405	34,778	11,433
PMPM (per member per month)	\$271.04	\$295.05	\$258.23
6.8% Annual Trend	1.2182	1.1406	1.0798
<b>Projected Medical PMPM</b>	<b>\$330.18</b>	<b>\$336.54</b>	<b>\$278.83</b>
Period Weight	35%	45%	20%
Adjusted Membership	11,692	15,650	2,287
Member-Adjusted Period Weight	39.5%	52.8%	7.7%
<b>Medical PMPM Claims Projection</b>	<b>\$329.58</b>		
% of Total PMPM Claims Projection	<b>76.8%</b>		



# Pharmacy Underwriting

Pharmacy			
January to December 2018	January to December 2019	January to April 2020	
<b>\$2,803,852</b>	<b>\$3,378,065</b>	<b>\$1,206,892</b>	Rx Claims
\$0	\$0	\$0	
\$2,803,852	\$3,378,065	\$1,206,892	Rx Claims Less Stop Loss Credits
0.917	0.917	0.917	Maturity
1.000	1.000	1.000	Seasonality
1.000	1.000	1.000	COBRA Adjustment
1.000	1.000	1.000	COVID-19 Adjustment <sup>(4)</sup>
\$2,570,197	\$3,096,560	\$1,106,318	Benefit Adjusted Rx Claims
33,405	34,778	11,433	Member-Months
\$76.94	\$89.04	\$96.77	PMPM (per member per month)
1.2285	1.1470	1.0833	7.1% Annual Trend
<b>\$94.52</b>	<b>\$102.13</b>	<b>\$104.83</b>	<b>Projected Rx PMPM</b>
35%	45%	20%	Period Weight
11,692	15,650	2,287	Adjusted Membership
39.5%	52.8%	7.7%	Member-Adjusted Period Weight
	<b>\$99.34</b>		<b>Rx PMPM Claims Projection</b>
	<b>23.2%</b>		% of Total PMPM Claims Projection



# Combined 2021 Medical/Rx Underwriting

<b>Total PMPM Claims Projection</b>		<b>\$428.91</b>
Current Membership <sup>(5)</sup>		2,826
Monthly Claims		\$1,212,111
Annual Claims Projection		<b>\$14,545,329</b>
Current Enrollment <sup>(5)</sup>		1,229
<b>Total PEPM Claims Projection</b>		<b>\$986.26</b>
	\$	Headcount
Ind XL Premium	\$77.08	536
Parent and Child XI Premium	\$135.66	51
Parent and Children XL Premium	\$135.66	12
Two Person XL Premium	\$200.40	89
Family XL Premium	\$200.40	542
<b>Blended Stop Loss Premium</b>		<b>\$143.34</b>
<b>BCBSND Admin Fee (% of Claims)</b>		<b>7.40%</b>
<b>Expected Claims Admin</b>		<b>\$72.98</b>
<b>BCBSND Variable Administration</b>		<b>\$11.19</b>
<b>NDPHIT Administrative Cost</b>		<b>\$22.39</b>
<b>Total PEPM</b>		<b>\$1,236.17</b>
		<b>\$18,231,026</b>



# Total Projected Cost w/Claims Deposit

2020 Premium		\$	18,456,804
2021 Expected Claims		\$	14,545,329
BCBSND Stop Loss/Admin		\$	3,355,431
NDPHIT Trust Administration		\$	330,267
<b>TOTAL CLAIMS and FIXED COST</b>		\$	<b>18,231,026</b>
BCBSND 2 Months Claims Requirement		\$	<b>2,761,647</b>
50% of NDPHIT Legal, Actuarial and Administration Fee Setup - Funded by SEEC		\$	<b>39,000</b>
<b>TOTAL Claims Deposit and Trust Setup</b>		\$	<b>2,800,647</b>
<b>Claims Deposit Calculations</b>	Monthly Excess	\$	<b>18,815</b>
	January 1st Premium Claims funding Paid in December 2020	\$	<b>1,212,111</b>
Claims Deposit	<b>8.5% of annual premium as a Claims Deposit/Setup Fee</b>	\$	<b>1,569,722</b>
<b>TOTAL CLAIMS DEPOSIT</b>		\$	<b>2,800,647</b>
<b>Claims Deposit</b>	<b>7.8% increase over current</b>		

- BCBSND Requires 2 months claims for the Trust Claims Fund Balance- \$2,761,647
- January Premiums to be paid by December 18<sup>th</sup>
- Claims Deposit to be paid by December 18<sup>th</sup>
- Claims deposit is allocated to each member as an asset to the Fund Balance which can be either returned to the members or used to offset future increases as determined by the Trustees



# Projected Premium and Claims Deposit

Carrier	Political Subdivision	Employee Count	Current PEPM Premium	Current Monthly Premium	Deposit
BCBSND	Adams County	21	\$ 1,028	\$ 21,597.93	\$ 22,042
NDPERS-Sanford	Bowman County	25	\$ 1,616	\$ 40,407.17	\$ 41,239
NDPERS-Sanford	Burleigh County H.A.	37	\$ 1,053	\$ 38,971.26	\$ 39,773
BCBSND	City of Beach	5	\$ 1,471	\$ 7,357.20	\$ 7,509
NDPERS-Sanford	City of Beulah	20	\$ 1,581	\$ 31,625.52	\$ 32,276
NDPERS-Sanford	City of Cavalier	10	\$ 1,409	\$ 14,094.05	\$ 14,384
BCBSND	City of Cooperstown	5	\$ 1,013	\$ 5,063.17	\$ 5,167
Sanford	City of Forman	2	\$ 1,071	\$ 2,142.09	\$ 2,186
BCBSND	City of Glenburn	1	\$ 2,289	\$ 2,289.22	\$ 2,336
NDPERS-Sanford	City of Grafton	32	\$ 1,371	\$ 43,878.78	\$ 44,782
BCBSND	City of Hankinson	3	\$ 1,519	\$ 4,556.00	\$ 4,650
BCBSND	City of Harvey	14	\$ 1,089	\$ 15,243.09	\$ 15,557
BCBSND	City of Hazen	20	\$ 1,343	\$ 26,854.00	\$ 27,407
BCBSND	City of Lincoln	12	\$ 767	\$ 9,207.80	\$ 9,397
NDPERS-Sanford	City of Lisbon	10	\$ 1,581	\$ 15,812.76	\$ 16,138
NDPERS-Sanford	City of Mandan	126	\$ 1,366	\$ 172,116.48	\$ 175,659
BCBSND	City of New Rockford	4	\$ 1,842	\$ 7,367.32	\$ 7,519
NDPERS-Sanford	City of Oakes	11	\$ 1,581	\$ 17,394.04	\$ 17,752
BCBSND	City of Riverdale	2	\$ 663	\$ 1,325.80	\$ 1,353
BCBSND	City of Valley	56	\$ 1,349	\$ 75,522.95	\$ 77,077
NDPERS-Sanford	City of Wahpeton	33	\$ 1,380	\$ 45,551.39	\$ 46,489



# Projected Premium and Claims Deposit

Carrier	Political Subdivision	Employee Count	Current PEPM Premium	Current Monthly Premium	Deposit
BCBSND	Dickson Municipal Airport	6	\$ 1,626	\$ 9,758.56	\$ 9,959
NDPERS-Sanford	Dickson Parks & Rec	21	\$ 1,541	\$ 32,366.54	\$ 33,033
NDPERS-Sanford	Dunn County	81	\$ 745	\$ 60,337.15	\$ 61,579
BCBSND	Grafton Park & Rec	4	\$ 1,106	\$ 4,425.03	\$ 4,516
NDPERS-Sanford	Grand Forks Public Library	16	\$ 1,511	\$ 24,180.07	\$ 24,678
BCBSND	Grand Forks Regional Airport	21	\$ 1,016	\$ 21,328.66	\$ 21,768
BCBSND	International Peace Garden	3	\$ 1,489	\$ 4,466.63	\$ 4,559
BCBSND	Jamestown-Stutsman Develop Corp	3	\$ 1,289	\$ 3,867.10	\$ 3,947
BCBSND	Lake Region Law Enforce Center	37	\$ 1,102	\$ 40,767.22	\$ 41,606
NDPERS-Sanford	Mandan Park District	21	\$ 1,529	\$ 32,103.96	\$ 32,765
BCBSND	ND Association of Counties	35	\$ 1,149	\$ 40,223.53	\$ 41,051
BCBSND	NDIRF	10	\$ 1,967	\$ 19,667.00	\$ 20,072
BCBSND	North Central SCD	2	\$ 362	\$ 723.54	\$ 738
BCBSND	Pierce County	55	\$ 1,364	\$ 74,999.47	\$ 76,543
NDPERS-Sanford	R&T Water District	8	\$ 1,004	\$ 8,028.80	\$ 8,194
NDPERS-Sanford	Rolette County	18	\$ 1,266	\$ 22,791.24	\$ 23,260
NDPERS-Sanford	Sargent County	26	\$ 1,329	\$ 34,559.18	\$ 35,270
BCBSND	Slope County	33	\$ 1,736	\$ 57,301.30	\$ 58,481
NDPERS-Sanford	Stutsman County	134	\$ 1,274	\$ 170,718.44	\$ 174,232
NDPERS-Sanford	Towner County	25	\$ 951	\$ 23,777.10	\$ 24,266
NDPERS-Sanford	Traill County & Traill EDC	66	\$ 882	\$ 58,219.11	\$ 59,417
BCBSND	Wahpeton Parks	10	\$ 910	\$ 9,097.00	\$ 9,284
BCBSND	Walsh County	54	\$ 1,187	\$ 64,091.67	\$ 65,411
BCBSND	Wells County	47	\$ 1,291	\$ 60,677.10	\$ 61,926
NDPERS-Sanford	Williston Parks & Recreation	44	\$ 1,391	\$ 61,213.60	\$ 62,473
		<b>1229</b>	<b>\$ 1,251.48</b>	<b>\$ 1,538,067</b>	<b>\$ 1,569,722</b>



# NDPHIT

## How is the Health Plan Managed?

FIGURE 2 — EU REVENUE 1997-2006



Type of revenue	2006
(1) VAT-based own resource (including balance from previous years)	39 127.3
(2) GDP-based own resource ("") (including balance from previous years)	14 172.6
(3) UK correction (")	28.1
(4) Other payments from/to Member States (")	-3.6
(5) Total national contributions = (1) + (2) + (3) + (4)	53 374.4
(6) Trade	21.1%
(7) Total	57 515.1



The following chart provides a breakdown of revenues supporting core activities for the fiscal year ended June 30, 2003.

Revenues to support UC Davis' core activities of over \$2 billion, including those classified as nonoperating revenues, increased by \$115 million from 2003 to 2004. UC Davis has very diversified

## What Drives Health Insurance Premium Increases?

These factors can cause employer health plan increases 3% to 10% annually

**Unaligned Employer Contributions by Tiers** can understate required budget revenue

**Rates Tier Factors** are generally not set correctly according to enrolled **Age/Sex demographics**

Offering unaligned **Multiple Plans** can **Create Adverse Selection**-Healthy members select lower cost plans

**Plan Design** does **not** drive Health Care Cost increases  
**-High Cost Claimants Drive Cost**

**Behavior economics** and **plan member choices** are most often misaligned and almost never considered by employers (**Cost vs. Value**)



# Large Claims Drive Cost

## Large claims drive costs

**NOT** general utilization



MOOP

\$2,500 Basic and True Network

BASIC \$2500 and TRUE \$2500

Benefit Level	Mbrs	% Mbrs	Total Paid	% Total Paid
Total			\$4,706,698	100.00%
\$1 to \$250	164	16.67%	\$19,406	0.41%
\$251 to \$500	82	8.33%	\$30,614	0.65%
\$501 to \$1,000	178	18.09%	\$126,487	2.69%
\$1,001 to \$1,500	81	8.23%	\$100,571	2.14%
\$1,501 to \$2,000	52	5.28%	\$88,556	1.88%
\$2,001 to \$2,500	33	3.35%	\$75,127	1.60%
\$2,501 to \$3,000	28	2.85%	\$76,817	1.63%
\$3,001 to \$4,000	32	3.25%	\$108,472	2.30%
\$4,001 to \$5,000	31	3.15%	\$139,354	2.96%
\$5,001 to \$7,500	40	4.07%	\$243,541	5.17%
\$7,501 to \$10,000	27	2.74%	\$235,104	5.00%
Over \$10,000	80	8.13%	\$3,462,649	73.57%

Plan design below maximum out-of-pocket (MOOP) is immaterial



78.66%

21.34%

11.37%

88.63%

14.94% of members represented 83.84%

Of claims over \$5,000 MOOP



# Large Claims Drive Cost

## Large claims drive costs

### NOT general utilization

#### \$5,000 HDHP Basic and True Network



MOOP

Plan design below maximum out-of-pocket (MOOP) is immaterial



98.69%

1.31%

BASIC \$5000 and TRUE \$5000

Benefit Level	Mbrs	% Mbrs	Total Paid	% Total Paid
Total			\$254,372	
\$1 to \$250	44	4.47%	\$4,218	1.67%
\$251 to \$500	13	1.32%	\$5,170	2.03%
\$501 to \$1,000	19	1.93%	\$13,590	5.34%
\$1,001 to \$1,500	2	0.20%	\$2,556	1.00%
\$1,501 to \$2,000	2	0.20%	\$3,140	1.23%
\$2,501 to \$3,000	2	0.20%	\$5,444	2.14%
\$4,001 to \$5,000	1	0.10%	\$4,568	1.80%
\$5,001 to \$7,500	2	0.20%	\$13,382	5.26%
\$7,501 to \$10,000	2	0.20%	\$17,753	6.98%
Over \$10,000	6	0.61%	\$184,551	72.55%

16.27%

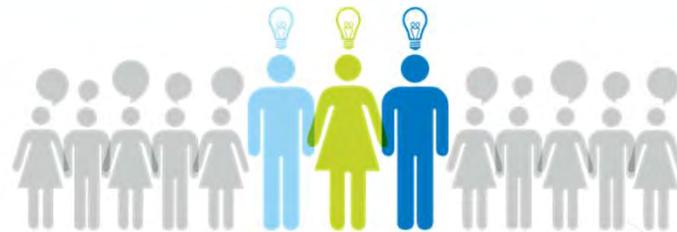
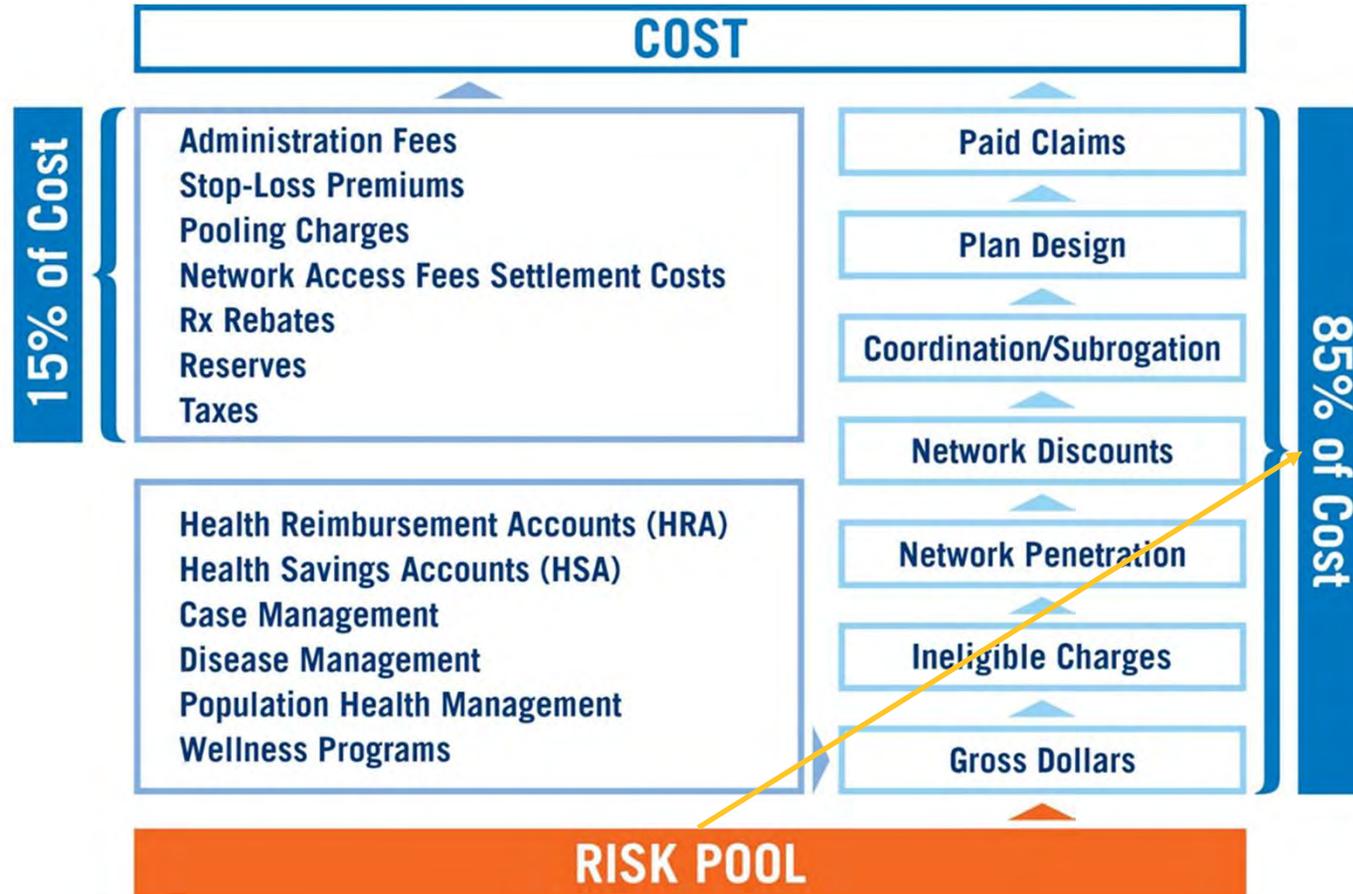
83.73%

1.01% of members represented 84.79%

Of claims over \$5,000 MOOP

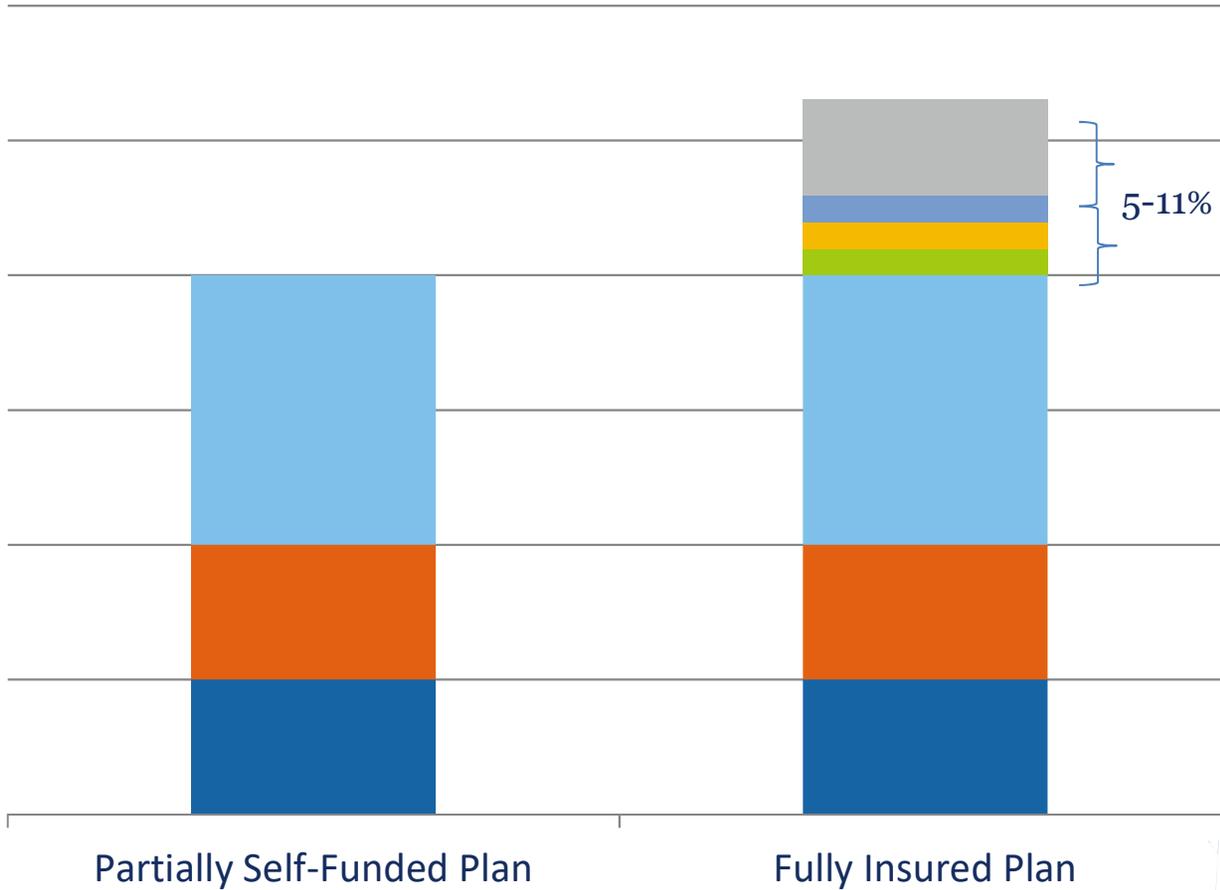


# Risk Pool Management – Think Differently



# Self-Funded vs. Fully Insured

## Cost Components of Self-Funding and Fully Insured Plans



Range and varies by State

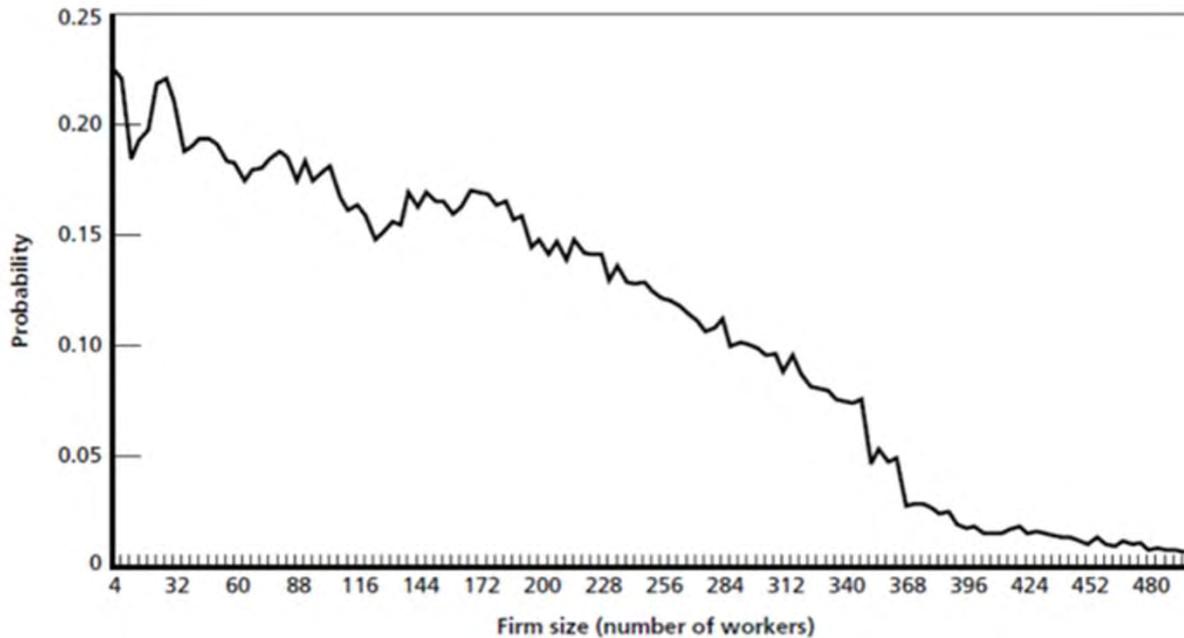
- Poolings/Commission 4%
- Terminal Lag 3%
- Risk Margin (Profit) 3%
- State Tax 1.75%
- Claims 3%
- Stop Loss or Pooling Charge 3% to 5%
- Admin 2% to 4%



## Reinsurance-Stop Loss

- Aggregate Reinsurance – Pool Level
- 20% Corridor- BCBSND

Probability That Actual Health Care Expenditures Exceed 125 Percent of Expected Expenditures, by Firm Size



Health Care Expenditures for High Cost Cases using data from the Society of Actuaries



# 150K Stop Loss Example

## ND PHIT

2018 High Case Analysis Tool

Reinsurer's Target Loss Ratio – \$150,000 Deductible

Analysis Period – 10/1/2020 through 9/30/2021

Specific Deductible	\$150,000
Maximum Specific Reimbursement	\$2,000,000
Membership	2,826
Network and/or Demographic Adjustment	1.1200
Specific Stop Loss Premium	\$2,114,046
Expected Liability between \$150,000 and \$2 Million	\$1,169,793
Reinsurer's Overhead (Admin, Reserves, Taxes, Profit, etc.)	\$944,253
Reinsurer's Estimated Target-Loss-Ratio	55.3%

Specific Deductible	Projected Members/1000 in Excess of Deductible for a Normal Population	Expected Members in Excess of Deductible	Expected Members between the Deductible and the Incrementally Lower Deductible	Midpoint between the Deductible and the Incrementally Lower Deductible	Additional Liability between the Deductible and the Incrementally Lower Deductible	Expected Additional Liability between the Deductible and the Incrementally Lower Deductible for Members that Exceeded the Deductible	Expected Additional Liability from Members between the Deductible and the Incrementally Lower Deductible	Total Expected Liability
\$25,000	32.350869	102.394382						
\$30,000	25.844008	81.799387						
\$35,000	21.211804	67.137904						
\$40,000	17.819469	56.400756						
\$45,000	15.263028	48.309315						
\$50,000	13.261636	41.974669						
\$55,000	11.550102	36.557460						
\$60,000	10.337759	32.720248						
\$65,000	9.275426	29.357835						
\$70,000	8.258862	26.140291						
\$75,000	7.619765	24.117471						
\$80,000	6.956512	22.018197						
\$85,000	6.408184	20.282673						
\$90,000	5.911275	18.709896						
\$95,000	5.450743	17.252257						
\$100,000	4.984950	15.777965						
\$105,000	4.716573	14.928520						
\$110,000	4.352603	13.776509						
\$115,000	4.105559	12.994585						
\$120,000	3.886811	12.302224						
\$125,000	3.556121	11.255551						
\$130,000	3.353479	10.614164						
\$135,000	3.109720	9.842638						
\$140,000	2.945366	9.322438						
\$145,000	2.759702	8.734787						
\$150,000	2.581582	8.171017						
\$155,000	2.409403	7.626049	0.5450	\$152,444	\$2,444	\$38,130	\$1,332	\$39,462

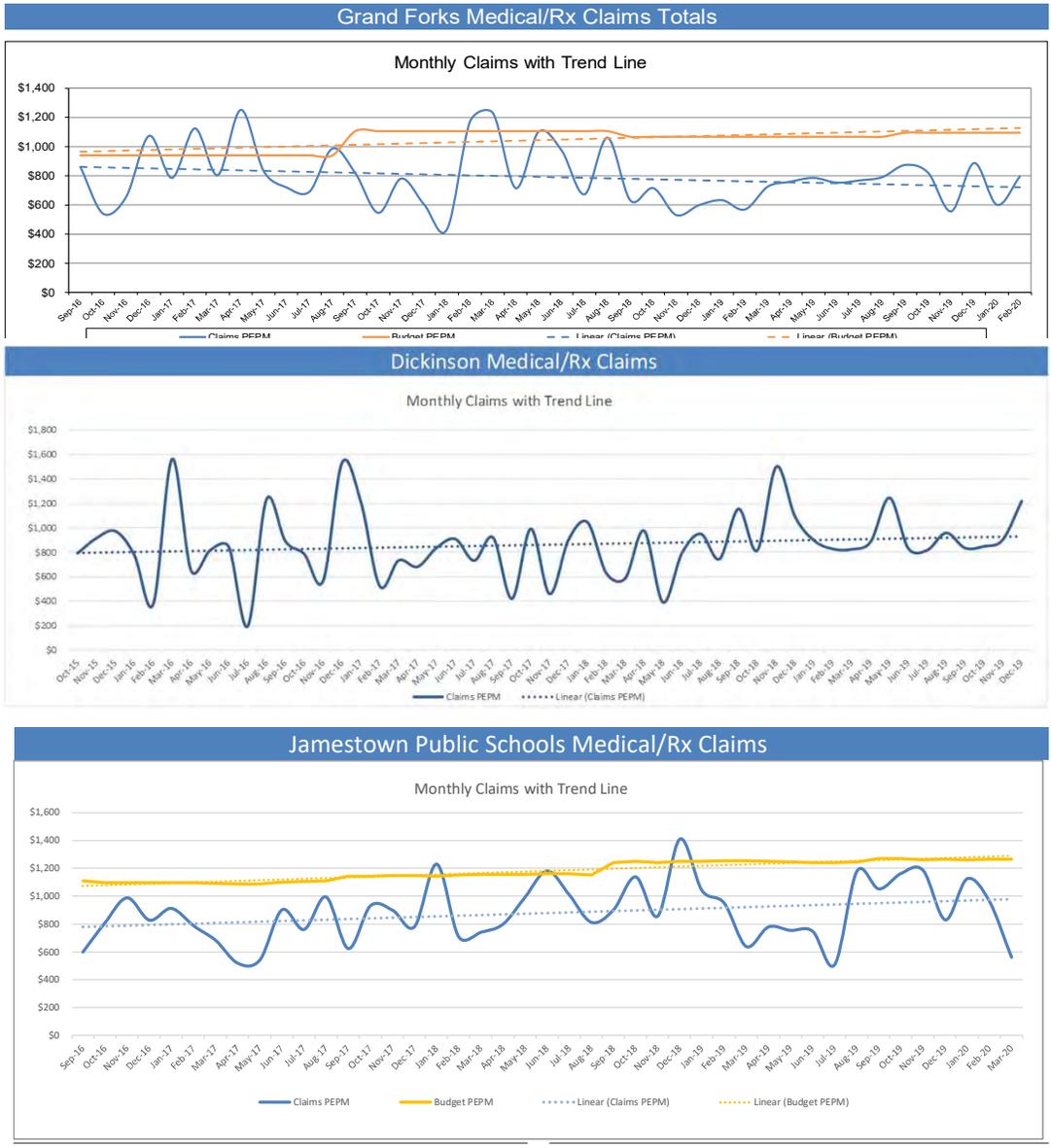


# Comparison Plan Years of ND Schools

	Grand Forks	Jamestown	Dickinson	Mandan	Mandan	NDPHIT Groups
<b>Program Cost Details</b>	Public Schools*	2020-2021 Pool				
Health Insurance Program						BCBSND Proposal
Plan Year	6 Year Average	6 Year Average	6 Year Average	2019	2020	2 Year Claims History
Trust Trend Calculation (IBNR+Medical Trend)						15.96%
Per Employee Per Year Cost						
Number of Covered Employees	854	255	359	409	413	1202
Number of Covered Lives (EE's/Dependents)	1960	663	955	967	994	2393
Premium Budget Per Employee Per Year	\$ 11,825	\$ 13,415	\$ 13,474	\$ 11,288	\$ 12,325	\$ 11,736
<b>Annual Premium Increase</b>	<b>5.3%</b>	<b>4.0%</b>	<b>5.1%</b>		<b>9.2%</b>	<b>0.0%</b>
<b>Administration, Stop Loss and Medical Costs</b>	PEPM	PEPM	PEPM			PEPM
BCBSND Administration Costs	\$ 37	\$ 78	\$ 67			\$ 57
Trust Management Costs						\$ 23
Stop Loss	\$ 126	\$ 209	\$ 166			\$ 100
<b>Total Administration + Stop Loss Cost</b>	<b>\$ 163</b>	<b>\$ 287</b>	<b>\$ 233</b>			<b>\$ 180</b>
Medical/Rx Cost Per Employee Per Month	\$ 761	\$ 756	\$ 873			\$ 776
Pool Surplus						\$ 21
<b>Total</b>	<b>\$ 924</b>	<b>\$ 1,043</b>	<b>\$ 1,106</b>			<b>\$ 978</b>
<b>Actual Medical Trend</b>	<b>1.2%</b>	<b>1.9%</b>	<b>4.9%</b>			<b>0.0%</b>
Actual Annual Cost	\$ 11,092	\$ 12,516	\$ 13,270			\$ 11,732
Loss Ratio	94%	93%	98%			100%



# Claims Trend – 3 Public Self-funded Schools



-2.7%

4.9%

1.9%



# Voluntary Options

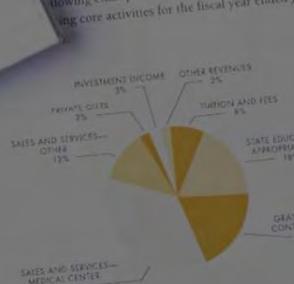
FIGURE 2 — EU REVENUE 1997-2006



Type of revenue	2005	2006
(1) VAT-based own resource (including balance from previous years)	39 127.3	52.1
(2) GNI-based own resource ("") (including balance from previous years)	14 172.6	18.9
(3) UK correction ("")		
(4) Other payments from/to Member States ("")	28.1	0.1
(5) Total national contributions = (1) + (2) + (3) + (4)	-3.6	-0.0
(6) Trade	53 374.4	71.1
	13 583.6	
	816.1	
	1 212.7	
	988.1	
	2.3	-1.9

CONTRIBUTION BY MEMBER STATE AND TOR COLLECTED ON BEHALF OF THE EU, IN 2006

REVENUES SUPPORTING CORE ACTIVITIES  
The following chart provides a breakdown of revenues supporting core activities for the fiscal year ended June



REVENUES SUPPORTING CORE ACTIVITIES  
(DOLLARS IN MILLIONS)



The following chart provides a breakdown of revenues supporting core activities for the fiscal year ended June 30, 2003.

Revenues to support UC Davis' core activities of over \$2 billion, including those classified as nonoperating revenues, increased by \$115 million from 2003 to 2004. UC Davis has very diversified

## Leverage the buying power of North Dakota Public Health Insurance Trust

Navigating the challenges of delivering benefit solutions to meet a diverse, multi-generational workforce is easier when you make the most of your Trust membership.



### Employer and employee-paid benefit solutions

- Dental
- Vision\*
- Supplemental Life and AD&D
- Short Term Disability
- Legal Plans\*\*
- Accident
- Critical Illness
- Hospital Indemnity

### NDPHIT - MetLife Partnership

Founded in 1863, MetLife remains a *Fortune 500 company* and one of the largest providers of life insurance nationwide based on life insurance currently in force.

The following are the most updated financial ratings for Metropolitan Life Insurance Company:

- + A.M. Best: A+
- + Fitch: AA-
- + Moody's: Aa3
- + Standard & Poor's: AA-
- + MetLife has over \$586 billion of assets under management.



## Ancillary and Worksite Benefits RFP

- + AFLAC, Avesis, Delta Dental, Eye Med, Hartford, Met Life, Mutual of Omaha, Reliance Standard, TDA/Companion Life, UNUM, Superior Vision, VOYA and VSP
- + Dental, Vision, Voluntary Life/Dep Life/Spouse Life, Voluntary worksite products of Accident, Critical Illness with Cancer Rider, and Hospital Indemnity
- + Voluntary Dental – 2 options – w/orthodontics
  - Geo Access reports
    - 1 Dentist within 10 miles
    - 1 Orthodontist within 25 miles
    - 90% percentile for non-network providers
- + Voluntary Vision – plan design outlined below
  - Provide network access information for entire state of ND, including provider and retail information
- + Worksite products: Accident, Critical Illness, and Hospital Indemnity
- + Voluntary Basic Life: two options Flat \$25k, Flat \$50K, with \$2k spouse, and \$2K dependents



# WHY NDPHIT?

FOR YOUR ANCILLARY AND  
VOLUNTARY BENEFITS



## Employee Experience

One-on-one virtual employee education and enrollment for all lines of coverage with a non-commissioned benefits counselor.

## Ease of Administration

Consolidated billing and online tools – everything you need in one place!

## Competitive Pricing and Benefits

As part of the Trust, you'll get competitive group rates based upon a large group purchasing pool, easier participation requirements and more flexibility to cover existing health conditions.

## Local Oversight with Local Support

A local public program manager-member selected by the NDPHIT Trustees will provide both employer and employee support services to ensure all of your needs are met.

The mission of the North Dakota Public Health Insurance Trust (NDPHIT) is "to provide affordable solutions and services that support the health care and benefit needs of NDIRF political subdivisions and the North Dakota primary and secondary public education school districts."

*NDPHIT and MetLife offer Workplace Benefits to help your employees navigate the "Changing work-life dynamics".*



# Ancillary and Voluntary Example

## Employer Tips for Voluntary Benefits

### Show Employees you Care

A survey by Willis Towers Watson found employers who tailor their benefit plans to meet employees' needs are 1.6 times as likely to be satisfied with the results.

- + **Address employees' needs:** After an accident, critical illness, or hospitalization, unexpected costs can soon add up. Medical insurance may not be enough to cover all the extra expenses. NDPHIT's MetLife products offer employees easy and reassuring ways to protect their finances by filling in gaps in coverage and/or complementing existing benefits.
- + **Employers should offer properly vetted voluntary insurance products** that provide the maximum value at the lowest cost for your employees. Work with reputable benefit consultants that can help you independently evaluate competitively priced benefits.
- + **Employers should provide meaningful choice** to their employees. Increasing meaningful choice can lead to greater benefits satisfaction, thus higher overall employee engagement.



# Why is dental insurance important?



Service	Dentist's usual fee	Negotiated fee	Percent covered	MetLife pays	Your cost	You save <sup>2,3</sup>
Exam	\$122	\$55	100%	\$55	\$0	\$122
X-rays	\$167	\$74	100%	\$74	\$0	\$167
Filling	\$179	\$82	80%	\$65.60	\$16.40	\$162.60
Root Canal	\$1,446	\$662	80%	\$529.60	\$132.40	\$1,313.60
Crown	\$1,540	\$694	50%	\$347	\$347	\$1,193

Get protection against costly emergency dental treatments.



Out of Network Providers Covered at the 90<sup>th</sup> Percentile





# How can having MetLife Dental Insurance benefit you?

By making it easier to get the care you need and lower your out-of-pocket costs.

## Freedom of choice

MetLife's Preferred Dentist Program is a dental PPO plan. You can visit any licensed dentist, in or out of the network, and receive benefits.

- If you go to a participating dentist, you can count on the PDP Plus network. All participating dentists must meet rigorous selection standards.<sup>4</sup>
- Find a participating dentist today at [www.metlife.com](http://www.metlife.com)

## Lower costs

- Take advantage of negotiated fees that are typically 30–45% less than the average charges in the same area.<sup>5</sup>
- Participating dentists accept these fees as payment in full for covered services.

## Less worry, less paperwork and more service

- Easy access to pre-treatment estimates,<sup>6</sup> real-time claims processing and 24 hour customer service by phone, fax or online.
- Educational tools and resources help you and your dentist make more informed decisions.

## Why should I enroll now?

- Help protect your smile and your wallet. You and your family can get the dental care you need in the coming year, and save money too.<sup>5</sup>



# Dental

You're more likely to visit the dentist when you have dental coverage.

## NDPHIT -Met Life Ancillary Benefit Comparison

MetLife

### NDPHIT Options



Benefit Type	High Plan		Low Plan		
	In-Network	Out-of-Network	In-Network	Out-of-Network	
Annual Maximum	\$1,250		\$1,000		
Deductible	\$50 / \$150		\$50 / \$150		
Preventive Services / Cleaning	100%; ded waived		80%; ded waived		
Basic Services	80% after deductible		70% after deductible		
Endodontics- Root Canals	80% after deductible		70% after deductible		
Periodontal Maintenance/Non-surgical	80% after deductible		70% after deductible		
Oral Surgery	80% after deductible		70% after deductible		
Major Services	50% after deductible		50% after deductible		
Implants	50% after deductible		50% after deductible		
Orthodontia (to age 19)	50% after deductible		Not Covered		
Orthodontia (Lifetime Max)	\$1,250		Not Covered		
Out of Network Reimbursement	R&C 90th Percentile		R&C 90th Percentile		
Tier	Current Enrollment	<50% ER Paid	50% ER Paid	<50% ER Paid	50% ER Paid
		\$18.28		\$14.93	
Employee Only	8	\$43.56	\$36.55	\$36.06	\$29.85
Employee + Spouse (+1)	2	\$86.75	\$72.88	\$71.89	\$59.62
Employee + Child(ren)	3	\$98.88	\$81.69	\$73.62	\$60.37
Family	8	\$152.33	\$126.38	\$116.41	\$95.79
Premiums		<50% ER Paid	50% ER Paid	<50% ER Paid	50% ER Paid





# Vision

Set your sights on better vision with MetLife Vision.



<i>MetLife</i>		
<b>Voluntary Vision - MetLife Network</b>		
Benefit Type	In Network	Out of Network
Vision exam	\$10 copay	\$45 allowance
Contact Lenses		
Copay	\$10 Copay	\$105 allowance
Conventional/Disposable Medically Necessary Lenses	\$150 Allowance	Covered in full
Single Vision	\$10 copay	\$30 allowance
Bifocal	\$10 copay	\$50 allowance
Trifocal	\$10 copay	\$65 allowance
Lenticular	\$10 copay	\$100 allowance
Standard Progressive	Up to \$55	
Premium Progressive	\$95 - \$105	Up to \$50
Custom Progressive	\$150 - \$175	
Other Lens Enhancements	Varies	
Frames		
Any frame at provider location	\$150 Allowance	
Featured frame brands	\$150 Allowance	
Walmart/Sam's Club/Costco	\$85 Allowance	\$70 allowance
Additional Cost	20% savings on the amount over Allowance	
Laser Correction		
Lasik	15% off retail or 5% off promotional price	None
Frequency		
Exam	Every 12 months	
Frames	Every 24 months	
Lenses or Contacts	Every 12 months	
Rate Guarantee		
	<b>3 years</b>	
Coverage Tier	MetLife	
Employee	\$7.78	
Employee + Spouse	\$15.59	
Employee + Child(ren)	\$13.20	
Family	\$21.76	

# Why is having short term disability insurance important?



Your ability to earn an income is indeed one of your most valuable assets. Take a look at some of the key reasons why it pays to have short term disability insurance.

- Just over 1 in 4 of today's 20 year olds will become disabled before reaching age 67.<sup>1</sup>
- Only 48 percent of American adults indicate they have enough savings to cover three months of living expenses in the event they're not earning any income.<sup>2</sup>

Having short term disability insurance can help you cover your essential living expenses and help protect your savings, since it replaces a portion of your income during the initial weeks of a disability.

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One of your most valuable assets is your ability to earn an income. Guard it with short term disability insurance.

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If you are unable to work and earn an income due to a disability, you would probably want to meet your ongoing financial responsibilities.

## Short Term Disability Insurance

Coverage that can help protect your income when you are unable to work due to illness or injury.





		Met Life										
		9 Month Premium										
3 Month	Annual Income	\$ 12,000	\$ 14,000	\$ 16,000	\$ 18,000	\$ 2,000	\$ 22,000	\$ 24,000	\$ 26,000	\$ 28,000	\$ 30,000	\$ 32,000
7/7 Days	Monthly Benefit Amount	\$ 600	\$ 700	\$ 800	\$ 900	\$ 1,000	\$ 1,100	\$ 1,200	\$ 1,300	\$ 1,400	\$ 1,500	\$ 1,600
	Weekly Benefit	\$ 13.85	\$ 16.15	\$ 18.46	\$ 20.77	\$ 23.08	\$ 25.38	\$ 27.69	\$ 30.00	\$ 32.31	\$ 34.62	\$ 36.92
	Monthly Premium	\$ 44.16	\$ 51.52	\$ 58.88	\$ 66.24	\$ 73.60	\$ 80.96	\$ 88.32	\$ 95.68	\$ 103.04	\$ 110.40	\$ 117.76
		12 Month Premium										
3 Month	Annual Income	\$ 12,000	\$ 14,000	\$ 16,000	\$ 18,000	\$ 2,000	\$ 22,000	\$ 24,000	\$ 26,000	\$ 28,000	\$ 30,000	\$ 32,000
14/14 Days	Monthly Benefit Amount	\$ 600	\$ 700	\$ 800	\$ 900	\$ 1,000	\$ 1,100	\$ 1,200	\$ 1,300	\$ 1,400	\$ 1,500	\$ 1,600
	Weekly Benefit	\$ 13.85	\$ 16.15	\$ 18.46	\$ 20.77	\$ 23.08	\$ 25.38	\$ 27.69	\$ 30.00	\$ 32.31	\$ 34.62	\$ 36.92
	Monthly Premium	\$ 35.76	\$ 41.72	\$ 47.68	\$ 53.64	\$ 59.60	\$ 65.56	\$ 71.52	\$ 77.48	\$ 83.44	\$ 89.40	\$ 95.36

**Q. Why is having short term disability insurance so important?**

**A. Having short term disability protection can help you cover your essential living expenses and help safeguard your savings, since it replaces a portion of your income during the initial weeks of a disability, generally between 13 and 26 weeks.**

**Q. What are the essential living expenses that I should be most concerned about?**

**A. Consider any expenses you may incur in the running of your household, including car payments, mortgage payments, groceries, child care, tuition and more, that would still need to be covered in the event of a disability.**



# Why life insurance makes sense



## Life and AD&D Insurance

Life insurance is a cost-effective way to protect your family and your finances. It helps ensure your short- and long-term financial obligations could be met if something unforeseen happens to you.



# Why life insurance makes sense



30-34 year old EE & SP	Life	AD&D
Employee - \$25,000	\$1.40	\$0.70
Employee - \$50,000	\$2.80	\$1.40
Spouse	\$0.158	\$0.040
Dependent	\$0.282	\$0.102
Total - 25k Life	<b>\$2.68</b>	
Total - 50k Life	<b>\$4.78</b>	
40-44 year old EE & SP	Life	AD&D
Employee - \$25,000	\$2.70	\$0.70
Employee - \$50,000	\$5.40	\$1.40
Spouse	\$0.298	\$0.040
Dependent	\$0.282	\$0.102
Total - 25k Life	<b>\$4.12</b>	
Total - 50k Life	<b>\$7.52</b>	

- ✓ Working 20+ hours a week
- ✓ Guarantee Issue during initial enrollment
- ✓ 80% Accelerated Death Benefit
- ✓ Accidental Death Benefit
- ✓ Conversion Benefit
- ✓ Waiver of Premium

Employee benefit	Increments - \$25,000 Maximum - \$50,000 GI - \$50,000
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Spouse Benefit	Flat \$2,000 Accelerated Benefit: Not included
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Child Benefit	Live birth to Age 26 (if FT student) - Flat \$2,000
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**Met Life Rates**

<b>Employee Supplemental Life (per \$1,000 of Covered Volume)</b>		<b>Supplemental Dependent Life (per \$1,000 of Covered Volume)</b>	
All Active Full Time Employees	Basic Life	Spouse*:	
Less than 30	\$0.05	Less than 30	\$0.07
30-34	\$0.06	30-34	\$0.08
35-39	\$0.08	35-39	\$0.11
40-44	\$0.11	40-44	\$0.15
45-49	\$0.16	45-49	\$0.22
50-54	\$0.25	50-54	\$0.35
55-59	\$0.40	55-59	\$0.65
60-64	\$0.60	60-64	\$1.25
65-69	\$0.96	65-69	\$2.07
70+	\$1.54	70+	\$3.83
		Child	\$0.14

- ✓ \$25,000 increments
- ✓ Maximum of \$50,000
- ✓ A minimum benefit of \$25,000
- ✓ No Age Reduction
- ✓ Spouse up to \$2,000
- ✓ Dependent up to \$2,000

**Important Information concerning Supplemental Life enrollments:**

For take-over supplemental life plans: This life insurance offering does not include an open enrollment and late enrollees will be required to provide Evidence of Insurability (EOI). All increases are subject to the terms of the policy.



# Accident Insurance



**Accidents** can lead to trips to the emergency room and the doctor's office, which could result in bills and expenses not covered by your medical and disability insurance.



Recent studies have shown

**\$1,389**

was the average cost for one visit to the emergency room in the U.S. in 2017<sup>1</sup>

**With group employee rates, you can get [Accident High Plan] coverage for less than the cost of...**



Lunch out,  
**3x per week,**  
salad and bottled water

Based on average costs at national retail chains



**Every day**  
coffee fix  
medium cup

Based on average costs at national retail chains



**Monthly**  
gym membership

Based on average costs at national retail chains

## How it works

Kathy's daughter, Molly, plays soccer. During a recent game, Molly collided with an opposing player, was knocked unconscious and taken to the local emergency room (ER) by ambulance for treatment. The ER doctor diagnosed a concussion and a broken tooth. He also ordered a CT scan. After thorough evaluation, Molly was released to her primary care physician for follow-up treatment, and her dentist repaired her broken tooth with a crown.



Covered Event <sup>2</sup>	Benefit Amount <sup>3</sup>
Ambulance (ground)	\$300
Emergency Care	\$100
Physician Follow-Up (\$75 x 2)	\$150
Medical Testing	\$200
Concussion	\$400
Broken Tooth (repaired by crown)	\$200



Luckily Kathy has accident insurance! She would get a lump-sum payment totaling **\$1,350**

Benefits paid by  
**MetLife Accident  
Insurance High Plan**



# Accident Insurance

Coverage that helps pay for expenses that may not be covered under your medical plan.

**Accident insurance works to supplement your medical coverage —** and pays in addition to what your medical plan may or may not cover. It's coverage that helps provide a financial cushion for life's unexpected events by providing you with a lump-sum payment when your family needs it most. The payment you receive is yours to spend however you like. It pays for the expenses of medical tests, services, treatments or care for one of more than 150 covered events, as defined in your group certificate. This includes hospitalization resulting from an accident, and accidental death or dismemberment.<sup>1</sup>

Benefit Summary	MetLife			
	Low Plan		High Plan	
<b>Benefit Reduction (reduce)</b>	75% at age 65; 50% at age 70		75% at age 65; 50% at age 70	
<b>Eligibility</b>	Actively at work, 20+ hrs/wk		Actively at work, 20+ hrs/wk	
<b>Additional</b>	Will Preparation Services Organized Sports Sports Activity - extra 25% payout MetLifeVision Access Digital Legacy (online storage of photos, docs, etc)		Will Preparation Services Organized Sports Sports Activity - extra 25% payout MetLifeVision Access Digital Legacy (online storage of photos, docs, etc)	
<b>Wellness Benefit</b>	ND not Approved		ND not Approved	
<b>Accident Emergency Treatment (ER or doctor's office)</b>	Once per accident, combined with Non-ER Initial Care Benefit ER - \$150 UC/Physician - \$75		Once per accident, combined with Non-ER Initial Care Benefit ER - \$200 UC/Physician - \$100	
<b>Major Diagnostic</b>	\$150		\$200	
<b>Prescriptions</b>	N/A		N/A	
<b>Pain management</b>	Epidural Anesthesia - \$75		Epidural Anesthesia - \$100	
<b>Dislocated Joint</b>	<b>Open</b>	<b>Closed</b>	<b>Open</b>	<b>Closed</b>
<b>Hip</b>	\$8,000	\$4,000	\$10,000	\$5,000
<b>Knee</b>	\$4,000	\$2,000	\$5,000	\$2,500
<b>Shoulder</b>	\$1,500	\$750	\$2,000	\$1,000
<b>Collar Bone</b>	\$1,500-\$2,000	\$750-\$1,000	\$2,000-\$3,000	\$1,000-\$1,500
<b>Ankle or Foot (except Lower Jaw)</b>	\$1,500	\$750	\$2,000	\$1,000
<b>Wrist</b>	\$1,500	\$750	\$2,000	\$1,000
<b>Elbow</b>	\$1,500	\$750	\$2,000	\$1,000
<b>Toe or Finger</b>	\$200	\$100	\$400	\$200
<b>Fractured Bone</b>	<b>Open</b>	<b>Closed</b>	<b>Open</b>	<b>Closed</b>
<b>Coccyx</b>	\$1,000	\$500	\$1,500	\$750
<b>Hand, Foot, Wrist, Shoulder Blade, Forearm,</b>	\$1,500	\$750	\$2,000	\$1,000
<b>Hip</b>	\$8,000	\$4,000	\$10,000	\$5,000
<b>Leg</b>	\$3,000	\$1,500	\$4,000	\$2,000
<b>Facial Bones</b>	\$2,000	\$1,000	\$4,000	\$2,000
<b>Ribs</b>	\$1,500	\$750	\$2,000	\$1,000
<b>Skull</b>	Depressed - \$8,000 Non - \$4,000	Depressed - \$4,000 Non - \$2,000	Depressed - \$10,000 Non - \$5,000	Depressed - \$5,000 Non - \$2,000
<b>Toes</b>	\$200	\$100	\$400	\$200
<b>Upper Jaw, Upper Arm or Face (except Nose), Collar</b>	\$2,000	\$1,000	\$4,000	\$2,000
<b>Pelvis</b>	\$3,000	\$1,500	\$4,000	\$2,000
<b>Vertebral Processes</b>	\$1,000	\$500	\$1,500	\$750



# Accident Insurance

Coverage that helps pay for expenses that may not be covered under your medical plan.

**Q. If my employment status changes, can I take my coverage with me?**

**A. Yes. This coverage is portable, meaning you can take it wherever you go.** Your coverage will only end if you stop paying your premium or if your employer offers you similar coverage with a different insurance carrier.<sup>3</sup>

**Q. Can I use the benefit payment on anything I need?**

**A. Yes, you can use your payment as you see fit.** Use it to help cover your medical insurance deductibles, co-pays, or household bills.

**Q. Is the claims process simple?**

**A. Yes.** Once we receive all the information, claims are generally processed within 10 business days. You only need one claim form per accident, and every claim is reviewed by a claims professional.

Follow-Up Visits and Physical Therapy			
<b>Accident Follow-Up</b>	\$75		\$100
<b>Physical Therapy Benefit</b>	\$35		\$50
	10 visits per accident; unlimited annual		10 visits per accident; unlimited annual
<b>Rehabilitation Facility</b>	\$150		\$200
	15 days per accident; 30 days per calendar year		15 days per accident; 30 days per calendar year
Hospitalization			
<b>Initial Accident</b>	\$1,000		\$1,500
<b>Ambulance</b>	Ground - \$300	Air - \$1,000	Ground - \$400
			Air - \$1,250
<b>Hospital Confinement</b>	\$200 per day; 15 days per accident		\$300 per day; 15 days per accident
<b>Accident ICU Benefit</b>	\$200 per day; 15 days per accident additional to Hospital Confinement benefit		\$300 per day; 15 days per accident additional to Hospital Confinement benefit
<b>Hospital Transportation</b>	\$300		\$400
	1 per accident; 2 per calendar year		1 per accident; 2 per calendar year
<b>Family Lodging Benefit</b>	\$100; 15 days/calendar year		\$200; 15 days/calendar year
<b>Family Support Benefit</b>	n/a		n/a
Accidental Death			
<b>Accidental Death</b>	Employee - \$25,000 Spouse - \$12,500 Child - \$5,000		Employee - \$50,000 Spouse - \$25,000 Child - \$10,000
<b>Common Carrier</b>	3 x Death Benefit		3 x Death Benefit
Accidental			
<b>Overall Max benefit</b>	\$750-\$20,000		\$1,000-\$40,000
Expanded Benefits Rider			
<b>Second Degree Burns</b>	\$75-\$1,000		\$100-\$2,000
<b>Third Degree Burns</b>	\$1,000-\$10,000		\$1,500-\$15,000
<b>Lacerations</b>	\$50-\$400		\$75-\$700
<b>Eye Injury</b>	\$300		\$400
<b>Emergency Dental Work</b>	W/ crown - \$200	Extraction - \$100	W/ crown - \$300
			Extraction - \$150
	Filling - \$25		Filling - \$50
<b>Brain Injury</b>	Brain Concussion - \$250 Coma - \$7,500		Brain Concussion - \$500 Coma - \$10,000
<b>Paralysis</b>	Paraplegia - \$10,000 Quadriplegia - \$20,000		Paraplegia - \$20,000 Quadriplegia - \$40,000
<b>Tendons, Ligaments and/or Rotator Cuff Ruptured Discs and/or Torn Knee Cartilage</b>	\$750-\$1,500		\$1,000-\$2,000
<b>Major Surgery</b>	\$750		\$1,500
<b>Appliance</b>	\$1,500		\$2,000
<b>Prosthetics</b>	\$75-\$750		\$150-\$1,000
<b>Blood, Plasma and Accupuncture</b>	\$750-\$1,500		\$1,000-\$2,000
<b>Chiropractic</b>	\$400		\$500
	\$35		\$50
	\$35		\$50
Rate Guarantee			
	5 years		5 years
	24 hour coverage		24 hour coverage
<b>Employee</b>	\$6.05		\$8.70
<b>Employee + Spouse</b>	\$11.94		\$17.10
<b>Employee + Child(ren)</b>	\$13.92		\$19.84
<b>Family</b>	\$16.98		\$24.23



# Hospital Indemnity Insurance

With competitive employee rates, you can get Hospital Indemnity [High Plan] coverage for less than the cost of...



Breakfast out  
**3x per week,**  
Coffee with egg  
sandwich/platter

Based on average costs at national retail chains



**Monthly**  
gym membership

Based on average costs at national retail chains



**Movie outing**  
for group of 4.  
Tickets, drink, popcorn  
and candy

Based on average costs at national retail chains

## How it works

On his way to work, Bill's car is hit by a large truck on Highway 101. Due to the severity of the impact, the car is totaled and Bill is injured. When police and medics arrive at the scene of the accident, they call for an ambulance. Bill is immediately taken to the emergency room at a local hospital. Upon evaluation by the attending doctor, Bill is admitted to the Intensive Care Unit for close observation of trauma to his head and a fractured disk in his neck. After spending 2 days in the Intensive Care Unit he is moved to a standard room and stays there for 5 more days. Bill is then transferred for in-patient care at a rehabilitation facility. His stay there is 7 days.



### Covered Event<sup>2</sup>

### Benefit Amount<sup>3</sup>

ICU Admission	\$1,000
ICU Confinement for 2 days	\$400
Hospital Confinement for 5 days	\$500
Inpatient Rehab Unit Confinement for 7 days	\$700

Luckily Bill has hospital indemnity insurance! He would get a lump-sum payment totaling **\$2,600**

Benefits paid by **MetLife  
Hospital Indemnity  
Insurance [Low Plan]**

# Hospital Indemnity Insurance

**Hospital indemnity insurance works to complement your medical coverage** — and pays in addition to what your medical plan may or may not cover. It's coverage that can help safeguard your finances for life's unexpected events by providing you with a lump-sum payment (one convenient payment all at once) when your family needs it most. The payment you receive is yours to spend however you like. It typically pays, as long as the policy and certificate requirements are met, a flat amount upon your hospital admission and a daily amount paid from each day of your stay (confined to the hospital).<sup>1</sup> It also provides payment if you're admitted to or have to stay in an Intensive Care Unit (ICU), as well as payment for receiving other services too.<sup>2</sup>

- ✓ HSA Qualified
- ✓ Take over Pre-existing Conditions
- ✓ Pregnancy as any other Illness
- ✓ 3 Year Rate Guarantee

Benefit Summary	MetLife	
<b>Eligibility</b>	Active employee, 20+ hrs/wk	
<b>Additional Perks</b>	Will Preparation Services Organized Sports Sports Activity - extra 25% payout MetLifeVision Access	
<b>Rate Guarantee</b>	<b>3 years</b> ; extended to one more year if enrollment conditions met	
<b>Covered Events</b>	Illness and Injury - 24 hr	
<b>EOI</b>	True Open Enrollment annually No penalty for not enrolling originally	
<b>Pregnancy Coverage</b>	Same as any other illness	
<b>Mental Illness</b>	Covered; Suicide/self-inflicted injury -	
<b>Drugs and Alcohol</b>	Treatment for alcoholism and drug addiction in a hospital is covered. Injury or illness resulting from drug misuse, alcohol taken in combination with drugs, or driving under the influence is not covered.	
<b>Pre-existing condition Limitation</b>	None	
<b>HSA Compatible</b>	Yes	
	<b>Low</b>	<b>High</b>
<b>First Day Hospital Confinement</b>	\$1,000; once/year	\$1,500; once/year
<b>Daily In-Hospital Benefit</b>	\$100; 15 days/year	\$200; 15 days/year
<b>Daily ICU benefit</b>	\$100; 15 addtl days/year	\$200; 15 days/year
<b>Newborn Confinement</b>	\$25; 2 days/confinement	\$50; 2 days/confinement
<b>Benefit Reduction</b>	n/a	
<b>Lifetime Maximum Hospital Benefit</b>	None	
<b>Lifetime Maximum ICU Benefit</b>	None	
	<b>Low</b>	<b>High</b>
<b>Employee</b>	\$16.33	\$25.55
<b>Employee + Spouse</b>	\$28.95	\$45.33
<b>Employee + Child(ren)</b>	\$24.36	\$38.11
<b>Family</b>	\$36.98	\$57.90



# Critical illness insurance: why is it important?



With MetLife Critical Illness Insurance, you can take your coverage with you if you change jobs or retire.<sup>4</sup>

**Critical illness insurance helps you manage expenses — so you can focus on getting well.**

As long as you or your loved one meets the policy and certificate requirements, the following medical conditions are covered:

- Full Benefit Cancer<sup>7</sup>
- Partial Benefit Cancer<sup>7</sup>
- Heart Attack
- Stroke<sup>8</sup>
- Coronary Artery Bypass Graft<sup>9</sup>
- Kidney Failure
- Alzheimer's Disease<sup>10</sup>
- Major Organ Transplant
- 22+ Listed Conditions<sup>11</sup>



# Critical Illness Insurance

**Critical illness insurance works to supplement your medical coverage** — and pays in addition to what your medical plan may or may not cover. It's coverage that helps provide financial support when you or a loved one becomes seriously ill. Upon verified diagnosis, it provides you with a lump-sum payment of \$15,000 or \$30,000 in initial benefits. The payment you receive is yours to spend however you like.

## Q. What happens if I have a recurrence?

**A. Your plan pays an additional benefit (Recurrence Benefit) if a medical condition reoccurs for:** a Heart Attack, a Stroke, a Coronary Artery Bypass Graft, Full Benefit Cancer, and Partial Benefit Cancer. A recurrence benefit is only available if the initial benefit has already been paid for the covered condition. And there is a benefit suspension period (or waiting period) between recurrences.<sup>7</sup>

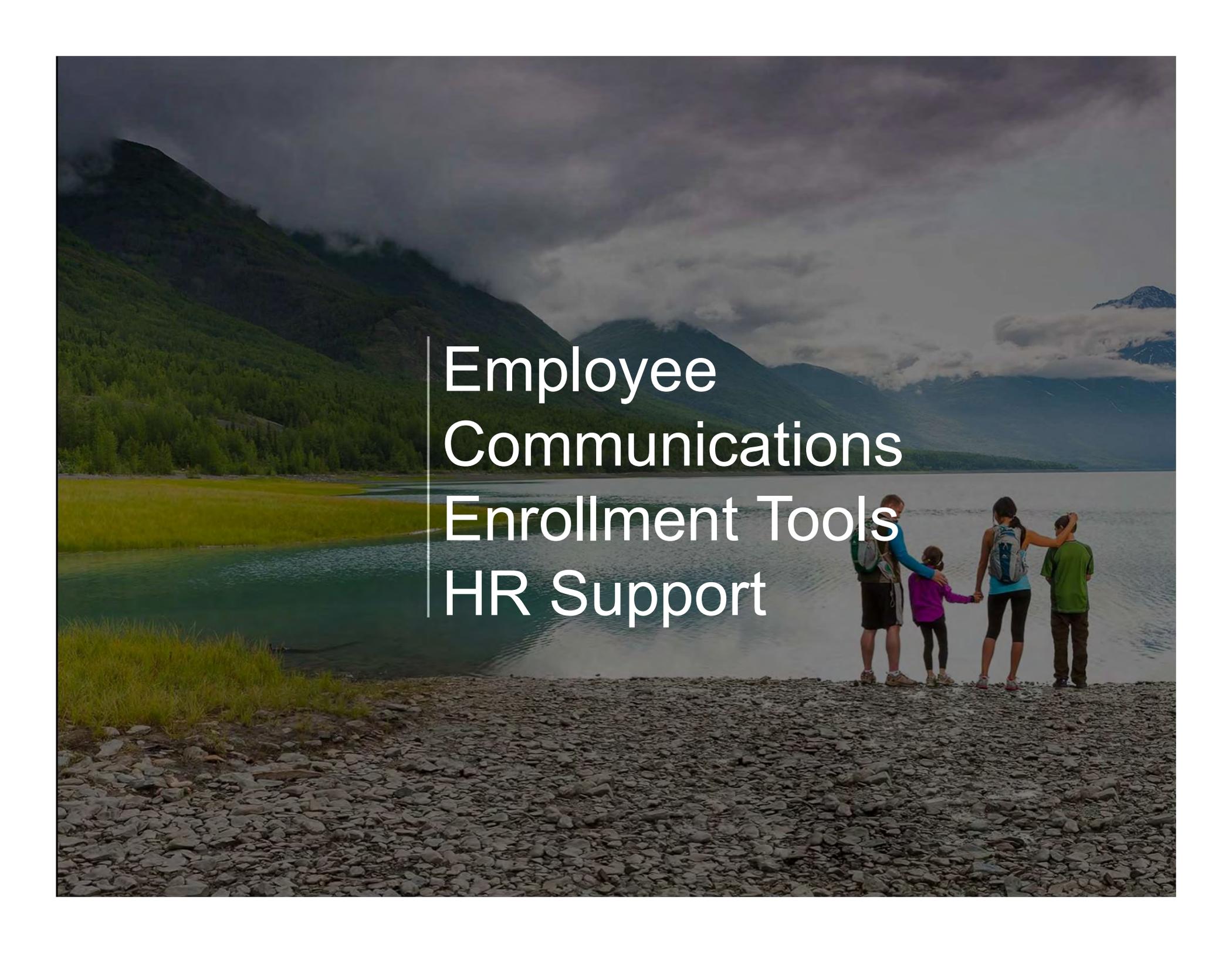
## Q. Am I eligible to enroll for this coverage?

**A. Yes, you can enroll both yourself and your eligible family members.**<sup>8</sup> All you need to do is enroll during the enrollment period and be actively at work.

- ✓ Guaranteed Issue
- ✓ Medical questions are never asked
- ✓ Base plan covers Cancer
- ✓ HSA compatible
- ✓ Benefits for 29 total covered conditions
- ✓ No suspension period between different covered conditions

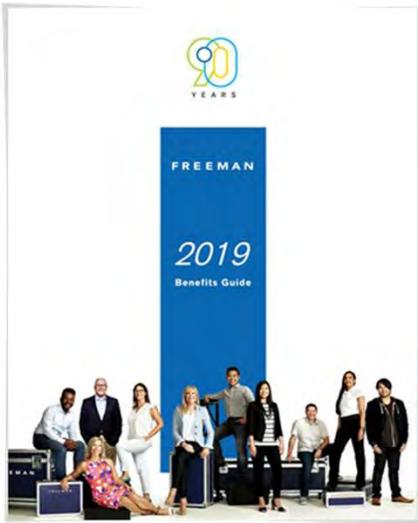
Benefit Summary	MetLife	
Wellness Benefit	\$50 per insured per year	
Pre-ex	3 months prior, excluded for 6 months.	
Benefit Reduction	None	
Rate Guarantee	5 years	
	Initial Benefit	Recurrence Benefit
Coverage Amount	Employee - \$15,000 or \$30,000 Spouse - 50% of employee amount Child - 50% of employee amount	
GI Amount	Employee - \$15,000 or \$30,000 Spouse - 50% of employee amount	
How many payouts does the policy offer? Lifetime	No maximum	
Reoccurrence/Additional Diagnosis	Each condition is payable once per covered insured 30 days separation between conditions	
Heart Attack	100%	
Stroke	100%	
Coronary Artery Bypass Surgery	50%	100% of initial benefit
End Stage Renal Failure	100%	None
Major Organ Failure	100%	None
Coma	100%	
Loss of Sight, Speech, and/or Hearing	100%	None
Paralysis	100%	
Occupational HIV	100%	
Carcinoma in Situ	25%	
Benign Brain Tumor	100%	
Cancer	Invasive - 100% Non-Invasive - 25% Skin Cancer - 5% of benefit amount, not less than \$250 (no recurrence)	
Additional Coverage	Non-Recurrent: 100% : Cerebral Palsy, Cleft Lip or Palate, Cystic Fibrosis , Diabetes Type 1, Down Syndrome, Sickle Cell Anemia , Spina Bifida 100% - ALS, Alzheimers, MS, Muscular Dystrophy, Parkinsons (Advanced), Systemic Lupus Erythematosus 100% - Severe Burns 25% - Bacterial Cerebrospinal Meningitis, Diphteria, Encephalitis, Legionnaire's Disease, Malaria, Necrotizing Fasciitis, Osteomyelitis, Rabies, Tetanus, Tuberculosis	
30-34 year old EE & SP	Employee 15k benefit/7.5k spouse	
Employee - \$15,000	\$7.35	
Spouse - \$7,500	\$11.40	
Dependent	\$10.20	
Total	\$14.25	
40-44 year old EE & SP	Employee 15k benefit/7.5k spouse	
Employee - \$15,000	\$12.00	
Spouse - \$7,500	\$18.45	
Dependent	\$15.00	
Total	\$21.30	



A family of four (two adults and two children) stands on a rocky shore, looking out at a large lake. The background features lush green mountains under a cloudy sky. The text is overlaid on the right side of the image.

Employee  
Communications  
Enrollment Tools  
HR Support

# Custom Communications



FREQUENTLY ASKED QUESTIONS

What information can I access on my mobile device?

- Access & print your ID cards with Freeman's go
- Download and print benefit plan documents and plan
- Quickly find general benefit information and plan
- Review benefit plan design information
- Health educational member videos
- Find online provider directories

Will the mobile app work on my mobile device?

The Freeman App has been tested on a variety of the most popular mobile devices throughout the industry, many more.

Do I have to download an app to use the Freeman App?

No, when you access the website address for the app on a mobile device. The app is what is known as a "web app" which means you can access it from any device without downloading an app. It's ready for use when you access the site at [www.benefits.com/freeman](http://www.benefits.com/freeman) on your mobile device.

How do I use the Freeman App?

- First, open your internet browser and type in [www.benefits.com/freeman](http://www.benefits.com/freeman)
- Next, click the download button on the bottom browser page.
- Lastly, click the link to [www.benefits.com/freeman](http://www.benefits.com/freeman) to save your mobile or tablet device.

freeman.myb

FREEMAN

get your benefits YOUR WAY FREEMAN

As a Freeman employee, you can now access your employee benefit plan information and resources when you're "on the go" from your mobile device. There's no app to download, nothing to install, no waiting... just access the URL, below from your mobile browser!

freeman.mybenefitsapp.com

## SAMPLE MOBILE APP VIDEO



FREEMAN



# B-swift and Ease – Benefits Administration

Our EBTech team evaluates and matches a qualified benefits administration solution that best meets the needs of your organization and employees. Our teams are made up of experienced professionals who will both implement the technology platform and provide ongoing support.

## Other Benefits:

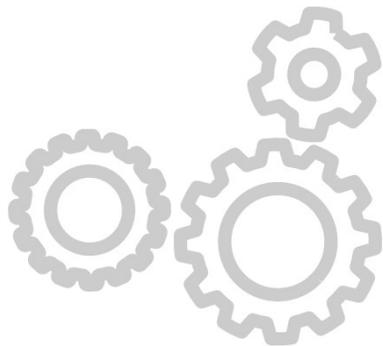
Dental

Vision

Life

Disability

Voluntary Benefits



## SERVICES

- Conduct Needs Analysis
- Prepare Vendor Comparison
- Negotiate Prices
- Manage Demos
- Support Vendor Selection
- Oversee Implementation

## TECHNOLOGY SUPPORT TOOLS



Online Benefits Enrollment



HRIS



HR, Benefits, Payroll (stand alone or integrated)



Decision Support Technology



Time and Attendance



Employee Self-Service (mobile and web)

## OUTCOMES

- Enhance Employee Experience
- Ease Administrative Hassle
- Improve ACA Compliance
- Simplify Open Enrollment
- Accurate Eligibility and Carrier Feeds







**All. Together. Certain.**

Jon Heath  
Benefit Consultant  
(801) 505-6506  
Hays Companies of Utah

[jheath@hayscompanies.com](mailto:jheath@hayscompanies.com)

Randall Johnson | Senior Vice President  
Email: [rjohnson@hayscompanies.com](mailto:rjohnson@hayscompanies.com)  
Direct: (801) 505-6481 | Mobile: (801) 505-8974 | Fax: (801) 505-6501  
Hays of Utah Insurance Services  
201 South Main Street  
Suite 2100 | Salt Lake City | UT | 84111  
A Brown and Brown Company

NDPERS	BCSBND
<p>Timely filing requirement is within 180 days after the cost was incurred.</p>	<p>Based on North Dakota regulations, BCBSNDs timely filing requirement is within 12 months following the date of service. Typically, 90% of claims are filed within 49 days and less than 1% of claims are submitted outside of the 12 months.</p>
<p>Well Child Care to the Member's 6th birthday Benefits are available as follows:</p> <ul style="list-style-type: none"> <li>▪ 7 visits for Members from birth through 12 months;</li> <li>▪ 3 visits for Members from 13 months through 24 months; and</li> <li>▪ 1 visit per Benefit Period for Members 25 months through 72 months.</li> </ul> <p>Preventive Screening Services for Members age 6 and older Benefits include:</p> <ul style="list-style-type: none"> <li>▪ One routine physical examination per Member per Benefit Period.</li> <li>▪ Routine diagnostic screenings.</li> <li>▪ Routine screening procedures for cancer.</li> </ul> <p>A Health Care Provider will counsel Members as to how often preventive services are needed based on the age, gender and medical status of the Member. The Plan will pay up to a Maximum Benefit Allowance of \$200 per Member per Benefit Period for any non-diagnostic screening services not listed below. Such non-diagnostic screening services will be subject to Copayment, Deductible and Coinsurance amounts after the \$200 Benefit Allowance has been met.</p>	<p><u>Pediatric Preventive Visits for Members through age 6</u></p> <p>Benefits are available as follows:</p> <ul style="list-style-type: none"> <li>▪ 11 visits for Members from birth through 35 months.</li> <li>▪ 1 visit per Benefit Period for Members age 3 through age 6.</li> </ul> <p><u>Preventive Screening Services for Members age 7 and older</u></p> <p>\$30 Copayment Amount for the Office Visit, then 100% of Allowed Charge subject to a Maximum Benefit Allowance of \$200 per Member per Benefit Period. Deductible Amount is waived. Benefits include:</p> <ul style="list-style-type: none"> <li>▪ One routine physical examination per Member per Benefit Period.</li> <li>▪ Routine diagnostic screenings.</li> <li>▪ Routine screening procedures for cancer.</li> </ul> <p>A Health Care Provider will counsel Members as to how often preventive services are needed based on the age, gender, and medical status of the Member. Benefits beyond the Maximum Benefit Allowance will be subject to Cost Sharing Amounts.</p> <p>Adjusting the Well Child Care benefit from age brackets/buckets to the scheduled outlined eliminates confusion for the member and improves access to well child care.</p>
<p>Nutritional Counseling for Obesity</p> <ul style="list-style-type: none"> <li>▪ Maximum of 4 visits per Member per Benefit Period.</li> </ul>	<p><b>BCBSND meets the USPSTF requirements of:</b></p> <ul style="list-style-type: none"> <li>▪ 26 visits per Member per Benefit Period for Members age 6 through age 18.</li> <li>▪ 12 visits per Member per Benefit Period for Members age 19 and older.</li> </ul>
<p>Rehabilitative Services</p> <ul style="list-style-type: none"> <li>▪ Occupational Therapy</li> <li>▪ Speech Therapy</li> </ul> <p>Benefits are available for 90 consecutive calendar days, beginning on the date of the first therapy treatment for the condition. Additional benefits may be allowed after the 90 days when Medically Appropriate and Necessary.</p>	<p>To ensure member receive the appropriate care, benefits for occupational and speech therapy services are managed through medical policy and are based on medical necessity and appropriateness. These therapy services are not limited to consecutive day requirements.</p>
<p>Habilitative Services</p> <ul style="list-style-type: none"> <li>▪ Occupational Therapy</li> <li>▪ Speech Therapy</li> </ul> <p>Benefits are available for 90 consecutive calendar days, beginning on the date of the first therapy treatment for the condition. Additional benefits may be allowed after the 90 days when Medically Appropriate and Necessary.</p>	<p>To ensure member receive the appropriate care, benefits for physical, occupational and speech therapy services are subject to a maximum of 90 visits per therapy per Member per Benefit Period.</p>

Cardiac Rehabilitation Services must begin within 2 months following discharge from the Hospital. Twelve (12) visits per Member per episode, limited to the following diagnosed medical conditions:

- Myocardial Infarction
- Coronary Artery Bypass Surgery
- Coronary Angioplasty and Stenting
- Heart Valve Surgery
- Heart Transplant Surgery

BCBSND removed the per episode limitation from our benefit plans. The benefit is now managed through medical policy guidelines and the number of visits increased to 36 to follow CMS policy.

Outpatient Psychiatric Services:  
100% of the Allowed Charge (includes Copayment and deductible/Coinsurance) is waived for the initial 5 visits, per Member per Benefit Period.

BCBSND follows the State of North Dakota mandate regarding outpatient psychiatric services. Outpatient psychiatric services are covered at 100% of allowed charges and deductible amounts are waived for the initial 5 hours per Member per Benefit Period.

Prior Authorization (precertification) of certain services.  
*\*A specific list is not provided.*

To ensure quality, cost effective care, BCBSND’s proposal includes the following precertification list for certain services including:

- Air ambulance (non-emergent)
- Artificial intervertebral disc
- Assisted reproductive technology for GIFT, ZIFT, ICSI and IVF
- Autologous chondrocyte implantation
- Bariatric surgery for morbid obesity
- Behavioral Modification Intervention for Autism Spectrum Disorder (Including Applied Behavior Analysis (ABA))
- Bone growth stimulator (electrical or ultrasound)
- Chimeric antigen receptor (CAR) t-cell therapy
- Chronic pain management program
- Cochlear implant
- Deep brain stimulator
- Dental anesthesia and hospitalization for all Members age 9 and older
- Electric wheelchairs
- Gender reassignment surgery
- Growth hormone therapy/treatment
- Home Health Care
- Hospice
- Inpatient Admission to a Rehabilitation Facility
- Inpatient Admissions to a Health Care Provider not participating with BCBSND
- Insulin infusion pump, patient owned continuous glucose monitoring systems and artificial pancreas device systems
- Limb lengthening
- Long Term Acute Care Facility
- Molecular and genomic testing
- Negative pressure wound therapy in an outpatient setting
- Oral appliance for obstructive sleep apnea
- Oscillatory devices for respiratory conditions

	<ul style="list-style-type: none"> <li>▪ Positron emission tomography (PET) scan</li> <li>▪ Programmable lymphedema pumps</li> <li>▪ Prosthetic Limbs and any Prosthetic Limb replacement</li> <li>▪ Proton beam therapy</li> <li>▪ Psychiatric and Substance Abuse Admissions, including Partial Hospitalization or Residential Treatment</li> <li>▪ Repetitive transcranial magnetic stimulation (rTMS)</li> <li>▪ Restricted Use Drugs</li> <li>▪ Sacral nerve stimulator (trial placement and permanent placement)</li> <li>▪ Services or procedures which could be considered Cosmetic Services</li> <li>▪ Skilled Nursing Facility</li> <li>▪ Spinal cord stimulator (trial placement and permanent placement)</li> <li>▪ Surgical treatment of obstructive sleep apnea</li> <li>▪ Total ankle replacement</li> <li>▪ Transitional Care Unit</li> <li>▪ Transplants, except cornea and kidney</li> <li>▪ Vagus nerve stimulator</li> <li>▪ Wearable cardioverter defibrillators</li> <li>▪ Wireless capsule endoscopy</li> </ul>
<p>Applied Behavioral Analysis (ABA) for Autism Spectrum Disorders is processed under the Outpatient Mental Health Services benefit.</p>	<p>BCBSND processes Behavioral Modification Intervention for Autism Spectrum Disorder (Including Applied Behavior Analysis (ABA)) under the Habilitative Therapy benefit.</p>

## **The North Dakota Public Health Insurance Trust**

### **Member Participation and Subscription Endorsement**

IN WITNESS WHEREOF, the Trust Member adopts and joins the Agreement and Declaration of Trust of the North Dakota Public Health Insurance Trust with the other Participating Public Member Employers and agrees to abide by the terms and conditions of the Agreement and Declaration of Trust, as it may be amended from time to time by the Board of Trustees.

The following provisions and terms are additional disclosures for participating members:

- A. The Trust is a member owned and board of trustee governed VEBA (Voluntary Employees Beneficiary Association) tax exempt 501 (c) (9) Trust.
- B. It is acknowledged that the executed North Dakota Public Health Trust Agreement, Trust underwriting, claims deposit and participation member assumptions have been provided to your organization and that execution of this Participation and Subscription Endorsement constitutes acceptance and binder to the Trust terms.
- C. The Trust requires a minimum initial two-year member participation term.
- D. Members first year 8.5% of annual premium used for a claims deposit will be allocated to each member as an asset to the reserve fund balance which can be used for the health plan as determined by the Board of Trustees, which includes but is not limited to the following:
  - a. To declare premium rebates for excess reserves beyond amounts required to be retained in the reserve fund balance for state regulatory purposes
  - b. Allocated to offset future health plan increases
  - c. Reserve fund balance stability
  - d. Allocated to offset terminal liability claims for members that give their required one-year written notice and leave the health insurance Trust pool
- E. The Medical plan is a self-funded health plan program.
- F. The medical plan is administered by Blue Cross and Blue Shield of North Dakota
- G. The initial ancillary and voluntary benefit programs are fully-insured benefits provided by Met Life that will be issuing certificates in the name of the Trust to its member subscribers. The trustees will review the ancillary and work-site insurance carrier by an RFP process periodically as determined for its members.
- H. The Trust has selected Trionfo as the initial third-party administrator for performing Trust member premium billing services, premium collection and financial audit reports.

- I. B-swift, Ease and Employee Navigator are benefit enrollment platforms that are Trust member technology options that will be coordinated by The Hays Companies for Trust members.
- J. All deposits, medical plan surplus reserves and fund balances are owned by the members of the trust.
- K. In the event the Medical Trust is unable to pay its obligations, participating trust member employers will be required to contribute through equitable assessments the financial requirements necessary to meet any unfulfilled obligations.
- L. The South East Education Cooperative will be the program manager and fiscal agent for the Trust and reports to the Trust Board of Directors for all functional activities and responsibility, including the engagement of legal counsel, actuarial consultants and benefit advisors.
- M. The Bank of North Dakota will be the Bank selected for holding of Trust member premiums and other financial assets of the Trust for its members.

The undersigned, who has been duly appointed to represent its public entity, does hereby adopt this Declaration and Agreement as endorsed by its Trustees and Founding Association Members of the North Dakota Public Health Insurance Trust, and acknowledges these additional disclosures. Further the undersigned does whereby agree to undertake the responsibilities outlined hereby as a Participating Member.

**Participating Member Entity**

Public Entity: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



ADDED ON 9-1-2020, New Business No. 6

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** September 1, 2020  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** I-94 Sanitary Interceptor Sewerline RFP

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**STATEMENT/PURPOSE:** To request advertising a Request for Proposals (RFP) for planning and design services related to the I-94 Sanitary Interceptor Sewer line.

**BACKGROUND/ALTERNATIVES:** This need has been identified in our masterplan since it was amended in 2013. Like many of our projects in our masterplan, they compete for limited funds and therefore projects must wait their turn in order to move forward with final design and completion. For this particular project, the engineering office believes the time is now to address this need.

Currently, virtually all of the city's sanitary sewer north of I-94 and west of Hwy. 1806 flows across the interstate at Sunset Avenue where it eventually flows through a sanitary line under 14<sup>th</sup> Street Northwest. It is within that line under 14<sup>th</sup> Street that we have concerns with capacity. These concerns have been heightened in recent months after some additional analysis has been done as a result of more development north of I-94 looking to bring their flow into this part of the system.

We have yet to see capacity failure in this segment of our sewer system. However, we believe that we are at a somewhat elevated risk should a significant rain storm come (Infiltration and Inflow effect) at the same time as peak water usage. That risk only grows with additional building and therefore additional flow demand to it.

With this project, we greatly reduce the risk of capacity failure and set ourselves up well for long-term growth in the Northwest part of the City.

If approved, we would plan to finalize the RFP and start advertising it in the paper on September 11<sup>th</sup> for an October 2<sup>nd</sup> due date for proposals. We would anticipate signing an agreement with the chosen consultant in November in order for them to complete their work and bid the project in the spring of 2021 for installation in 2021.

ATTACHMENTS:

- 1) DRAFT Request for Proposals
- 2) Masterplan Map Exhibit

FISCAL IMPACT: This project was included in the preliminary 2021 budget that was presented to commission last month. It is planned to be paid for out of the water and sewer utility fund. The total project estimate is \$900,000. There is no direct cost associated with this agenda item today.

STAFF IMPACT: This project will require regular communication between city staff and the consultant chosen to complete this project.

LEGAL REVIEW: Our agenda information has been forwarded as part of the full packet to the City Attorney for review.

RECOMMENDATION: Approve this request for proposals.

SUGGESTED MOTION: Move to approve advertising the Request for Proposals (RFP) for the I-94 Sanitary Interceptor Sewerline project.

## REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

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

Provide planning, design engineering, pre-bid and bid services for the I-94 Interceptor Sewer Line. This project stems from an idea that was brought forward in our masterplan amendment completed in 2013. More specifically, the project is to install a new sanitary sewer line north of I-94 and running parallel with the interstate from Sunset Avenue and through Collins Avenue at which point it will connect into our existing system.

The general schedule of this project is to design and secure rights to construct in this corridor from the fall of 2020 into the spring of 2021. The City desires to bid this project as early in 2021 as feasibly possible. The pipe would then be installed during the 2021 construction season.

Written proposals shall address, at a minimum, the following items of consideration; the firm's:

- 1) Past performance (Does not have to be with the City of Mandan)
- 2) Ability of professional personnel
- 3) Basic project understanding
- 4) Willingness to meet time and budget requirements
- 5) Location of firm's staff performing the work
- 6) Related experience on similar projects

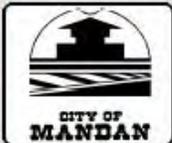
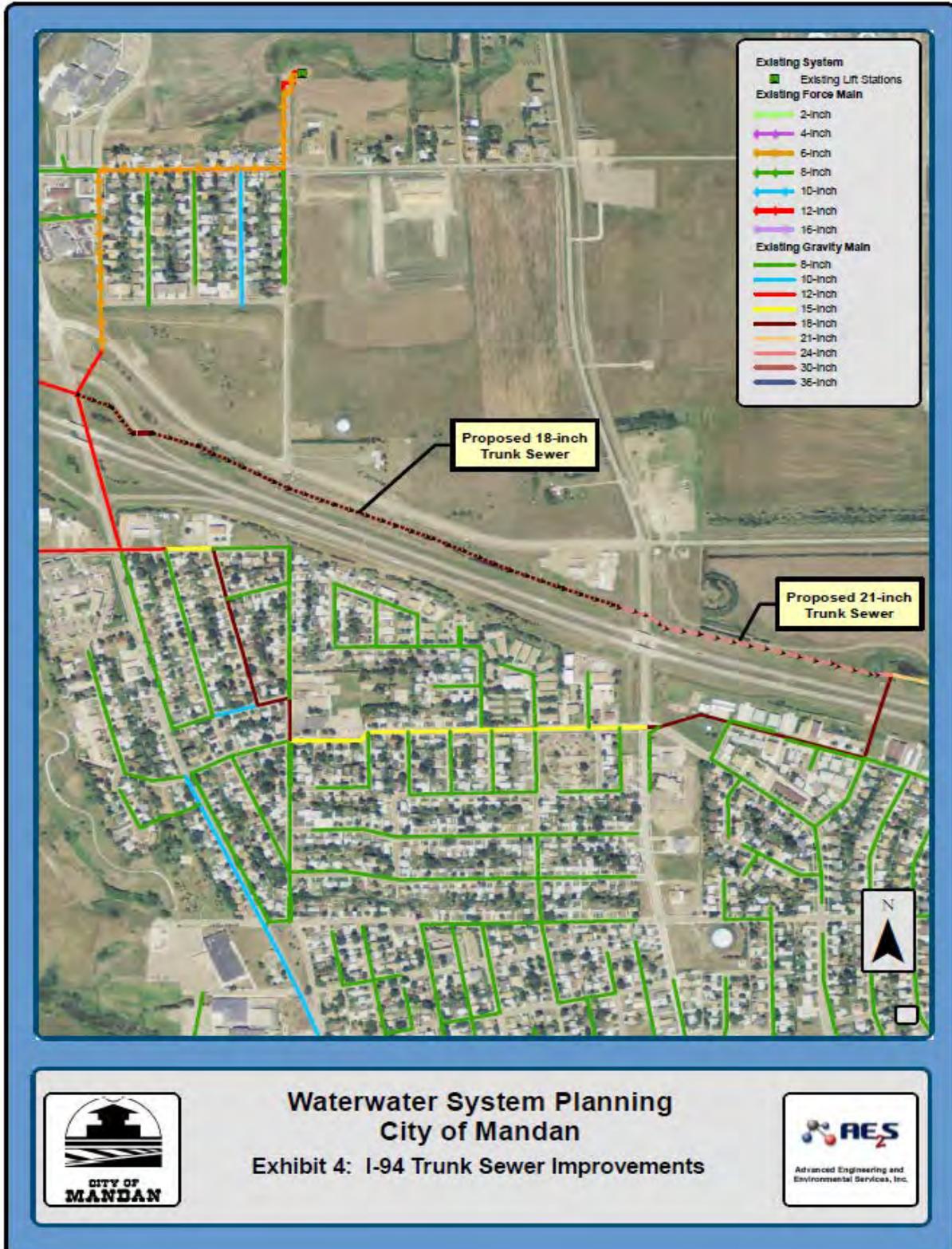
The selection of the firm will be based on the evaluation of the written proposals and interviews by the selection committee. The selection committee may interview all or some of the firms based on the proposals. The selection committee will then forward their recommendations to the Board of City Commissioners for their consideration. Price will be negotiated with the selected firm. If an agreement on scope of work and cost is reached with that firm, an engineering agreement will be executed with them.

Written proposals from qualified consultants will be accepted until 4:30 p.m., Friday, October 2<sup>nd</sup>. Proposal pages shall be numbered and limited to four (4) pages in length. Each proposal shall contain a cover letter signed by an authorized officer of the firm. The cover letter will not be counted as one of the four (4) pages. The proposal may include appendices for more robust or additional information such as resumes, references, past projects, etc. that support the firm's capability. The appendices will not be considered as part of the four (4) page proposal and are not limited. The city anticipates reviewing the proposals during the week following October 2<sup>nd</sup>. Depending on the amount of proposals, the City may look to interview as early as the week of October 12<sup>th</sup> and as late as the week of October 26<sup>th</sup>. It is anticipated that a recommendation for selection will go before the Board of the City Commissioners for their consideration at either the October 20<sup>th</sup> or the November 3<sup>rd</sup> City Commission meeting.

During the RFP period, the city will accept questions in written form by emailing Justin Froseth at [jfroseth@cityofmandan.com](mailto:jfroseth@cityofmandan.com) with the subject line including the text "Interceptor Sewer". All questions will be posted anonymously and answered within the [city's RFP section of the city website](#). Additionally, interested firms may request a half hour meeting with city engineering staff to ask questions about the project. Those questions are subject to posting on the city website as well.

For consideration, submit six (6) hard copies, and one (1) electronic copy of said proposal to:

City of Mandan  
Engineering Office  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554



**Water System Planning  
City of Mandan**  
Exhibit 4: I-94 Trunk Sewer Improvements





# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** September 1, 2020  
**PREPARATION DATE:** August 27, 2020  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Second and Final Consideration of Ordinance 1349 related to a zoning amendment from RM Residential to Planned Unit Development (PUD)

**STATEMENT/PURPOSE:** Consider approval of the second and final consideration of Ordinance 1349 related to a zoning map amendment (rezone) from RM Residential to Planned Unit Development (PUD).

**BACKGROUND/ALTERNATIVES:**

Dr. Belanger requests a zone change from RM Residential to PUD-Planned unit development (See application in Exhibit 1).

The PUD will apply to the first phase of Rockwood First Addition (previously named Sunset Ave. 1<sup>st</sup>). The first phase of Rockwood First Addition contains eight (8) lots located in the northwest of the subdivision (See Exhibit 1).

The purpose for the PUD designation is to allow for the flexibility of the developer to construct single-family residential on reduced sized lots that have less restrictive setbacks than RM Residential. The developer also desires to have the flexibility to construct single, twin-home, and/or ROW homes as needed and desired by the market. However, the lot width and setbacks are less accommodating for this mix of residential development primarily due to lot frontage requirements (see below).

Setback	RM Residential	R-4 Residential
Front	15'	10' (local)
Side	5' (minimum)	5'
Rear	10'	20'

R-4 Lot Frontage = 20'  
 RM Lot Frontage = 40'

Board of City Commissioners

Agenda Documentation

Meeting Date: September 1, 2020

Subject: Second and Final Consideration of Ordinance 1349 related to a zoning amendment from RM Residential to Planned Unit Development (PUD)

Page 2 of 2

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R-4 Minimum Lot Size – 4,000 sq. ft.

RM Minimum Lot Size – 4,000 sq. ft.

Staff is supportive of the zoning map amendment (rezone) to PUD and will place a requirement within the DRAFT development agreement that each subsequent phase will include a zoning amendment to PUD to declare the specific underlying zone on each lot, whether single-family, twin-home, or row home construction.

Staff has included a copy of the DRAFT development agreement in Exhibit 3.

ATTACHMENTS:

Exhibit 1 – Application

Exhibit 2 – Ordinance 1349

Exhibit 3 – DRAFT Development Agreement

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The staff report and exhibits have been reviewed by Attorney Oster as part of the agenda packet.

RECOMMENDATION: Staff recommends approval of the rezone as presented in Exhibit 2.

SUGGESTED MOTION: I move to approve Ordinance 1349 related to a zoning amendment from RM Residential to Planned Unit Development (PUD) as presented in Exhibit 2.

# EXHIBIT 1

CITY OF MANDAN	
Development Review Application	
<input type="checkbox"/> Minor Plat (\$300)	<input type="checkbox"/> Zone Change (\$600)
<input type="checkbox"/> Preliminary Plat up to 20 acres (\$400)	<input checked="" type="checkbox"/> Planned Unit Development (\$700)
<input type="checkbox"/> Preliminary Plat more than 20 acres (\$450)	<input type="checkbox"/> Land Use and Transportation Plan Amendment (\$1,000)
<input type="checkbox"/> Final Plat up to 20 lots (\$400)	<input type="checkbox"/> Vacation (\$500)
<input type="checkbox"/> Final Plat 21 to 40 lots (\$550)	<input type="checkbox"/> Variance (\$400)
<input type="checkbox"/> Final Plat more than 40 lots (\$700)	<input type="checkbox"/> Special Use Permit (\$450)
<input type="checkbox"/> Annexation (\$450)	<input type="checkbox"/> Stormwater submittal (\$300)
<input type="checkbox"/> Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	<input type="checkbox"/> Stormwater 2 <sup>nd</sup> & subsequent resubmittal (\$50)
<input type="checkbox"/> Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	
Summary of Request (Add separate sheet(s) as necessary)	

Engineer/Surveyor			Property Owner or Applicant		
Name <b>MOORE ENGINEERING INC</b>			Name <b>TR ERIC BELANGER</b>		
Address <b>2911 N 14<sup>TH</sup> ST #301</b>			Address <b>1540 CLIPPER PLACE</b>		
City <b>BISMARCK</b>	State <b>ND</b>	Zip <b>58203</b>	City <b>BISMARCK</b>	State <b>ND</b>	Zip <b>58503</b>
email <b>STEVE. JERSON@MOOREENGINEERING.COM</b>			email		
Phone <b>(701) 551-0004</b>		Fax <b>(701) 751-2954</b>		Phone <b>(701) 934-0730</b>	
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
<input checked="" type="checkbox"/> City	<input type="checkbox"/> ETA	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Addition	<b>RM</b>	<b>TRD-RA</b>	<b>SUNSET AVENUE 1<sup>ST</sup></b>	
Property Address <b>TBD</b>				Legal Description <b>SUNSET AVENUE 1<sup>ST</sup> ADDN</b>			
Current Use <b>PASTURE/AG</b>							
Proposed Use <b>MEDIUM DENSITY RESIDENTIAL</b>				Section <b>16</b>	Township <b>139</b>	Range <b>81</b>	
Parcel Size <b>4000 ft<sup>2</sup></b>	Building Footprint <b>VARIES</b>	Stories <b>1-2</b>	Building SF	Required Parking <b>2/UNIT</b>	Provided Parking <b>4 @</b>		

Print Name <b>STEVE JERSON</b> <b>for TR BELANGER</b>	Signature 	Date <b>6/28/2020</b>
---	---	--------------------------

Office Use Only			
Date Received:	Initials: <b>nm</b>	Fees Paid: \$ <b>700</b>	Date <b>6/28/2020</b>
Notice in paper		Mailed to neighbors	P&Z meeting
<input type="checkbox"/> Approved	Approved with conditions:		
<input type="checkbox"/> Denied			



925 10<sup>th</sup> Avenue East  
Suite 1  
West Fargo, ND 58078

P: 701.282.4692  
F: 701.282.4530



## Memorandum

To: Mandan City Engineering and Planning Department

From: Steve Iverson, MBA (Moore Engineering, Inc.)

Date: June 26, 2020

Subject: Sunset AveNew First Addition PUD w/R4 written statement

In accordance with Ss. 21-03-01 of Mandan Municipal Code, please examine the following:

The site plan required in 21-03-01.3 is attached as an exhibit to this memorandum.

- 1.) The existing topography of the proposed development is attached as an exhibit to this memorandum.
- 2.) The existing land use of the property is agricultural/pasture land. The proposed use for this phase and PUD is medium density, detached single family housing.
- 3.) All proposed structures and improvements are shown on the site plan exhibit.
- 4.) Construction phasing will work generally northwest to southeast. Public sewer will be brought into the southeast corner of the site and run northwesterly along the ridge of the large hill on the property to maximize the service area of this gravity line. Reference the Terra Vallee sanitary sewer report submitted by Moore Engineering earlier in this process for more details regarding this line.
- 5.) The maximum height of all structures will not exceed the maximum height of 35' permitted in R4 zoning.
- 6.) The density of the proposed R4 development is 6.2 acres gross including ROW and 9 units per acre, net.
- 7.) Internal traffic, parking, and access to public rights of way are all illustrated on the site plan.
- 8.) Buffer areas/setbacks are illustrated on the site plan.
- 9.) The area of the PUD is approximately 1.29 acres including adjacent ROW.
- 10.) The utility servicing plan is shown as an exhibit supplementing this memorandum.
- 11.) The landscape plan is a work in progress as specific requirements are not known at the time of this writing.
- 12.) Surrounding land uses to the east, west, and north are all vacant/agricultural. The property directly south of the subject property is developed as a multi-family residential development. Additional details can be found with the plat application accompanying this PUD, and also the Master Land Use Plan and Transportation Plan originally presented to the Planning Commission on January 27, 2020.

Written Statement

Property owners/developers Dr. Eric Belanger and Wendy McNichols represent EBCMGL 16 LLLP, the legal owner of the parcel being platted as Sunset AveNew First Addition, which contains the development this PUD intends to support and permit.

This project aims to provide affordable, single family housing stock via a detached, small lot, narrow footprint housing style. Surveys of the local housing market indicate a a desire and need for this product in Mandan. To date, there to date has not been an R4 development proposed since R4 zoning was adopted. This project will provide it. The project a whole is contained on three sides by platted public rights of way so incompatibilities are inherently mitigated. The project is consistent with existing and recently adopted master land use plans for the area.

All common areas including the private roadway contained in future phases will be maintained by a recorded and managed home owners association.

Full architectural renderings are not available at the time of this writing, but are in process. The project anticipates the majority of the units being approximately 28'x50' footprints with an attached/tuck under double garage and a variety of floorplans depending on the adjacent topography. Most will be a two story, two to four level plan.



Steve Iverson, MBA  
Senior Project Manager  
On behalf of Dr. Belanger and Ms. McNichols

cc: Dr. Eric Belanger and Wendy McNichols  
Jerod Klabunde, PE

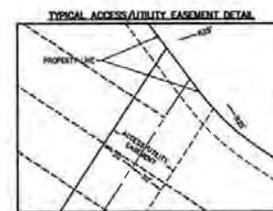
Enclosures as noted

PLAT OF  
**SUNSET AVENUE 1ST ADDITION**  
 TO THE CITY OF MANDAN, A PLAT OF PART OF THE NORTH HALF OF THE  
 SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST  
 MORTON COUNTY, NORTH DAKOTA



BASS OF BEARINGS:  
 NORTH DAKOTA STATE PLANE  
 COORDINATE SYSTEM, SOUTH  
 ZONE NAD83/0211,  
 INTERNATIONAL FEET.

- LEGEND**
- IRON MONUMENT FOUND
  - SET 3/4"X1 1/2" IRIDIAN WITH YELLOW PLASTIC CAP #8071
  - (4810) LOT AREAS IN SQ. FT.
  - L ARC LENGTH
  - R RADIUS LENGTH
  - Δ CENTRAL ANGLE



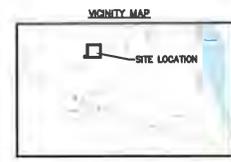
**RA DIMENSIONAL STANDARDS**

- 25' FRONT SETBACK
- 5' INTERIOR SIDE SETBACK
- 4,000 sq ft LOT SIZE MINIMUM

**PROPOSED ZONING = RM(PLD)**

**OWNER/DEVELOPER**  
 DR. ERIC ISLANDER  
 832 SOUTHPORT LOOP  
 BEMIDJIE, ND 58004  
 701-834-0730

**SURVEYOR**  
 JIM ALBER  
 625 10TH AVENUE E  
 WEST FARGO, ND 58078  
 701-282-4692



**OVERALL SITE PLAN**



PLAT OF  
**SUNSET AVENUE 1ST ADDITION**  
 TO THE CITY OF MANDAN, A PLAT OF PART OF THE NORTH HALF OF THE  
 SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST  
 MORTON COUNTY, NORTH DAKOTA



**BASIS OF BEARINGS:**  
 NORTH SASKA CHESS PLANE  
 COORDINATE SYSTEM, SOUTH  
 ZONE, NAD83/2011,  
 INTERNATIONAL, FEET.

**LEGEND**

- IRON MONUMENT FOUND
- SET 5"X30" REBAR WITH YELLOW PLASTIC CAP #9271
- (4810) LOT AREAS IN SQ. FT.
- L ARC LENGTH
- R RADIUS LENGTH
- Δ CENTRAL ANGLE



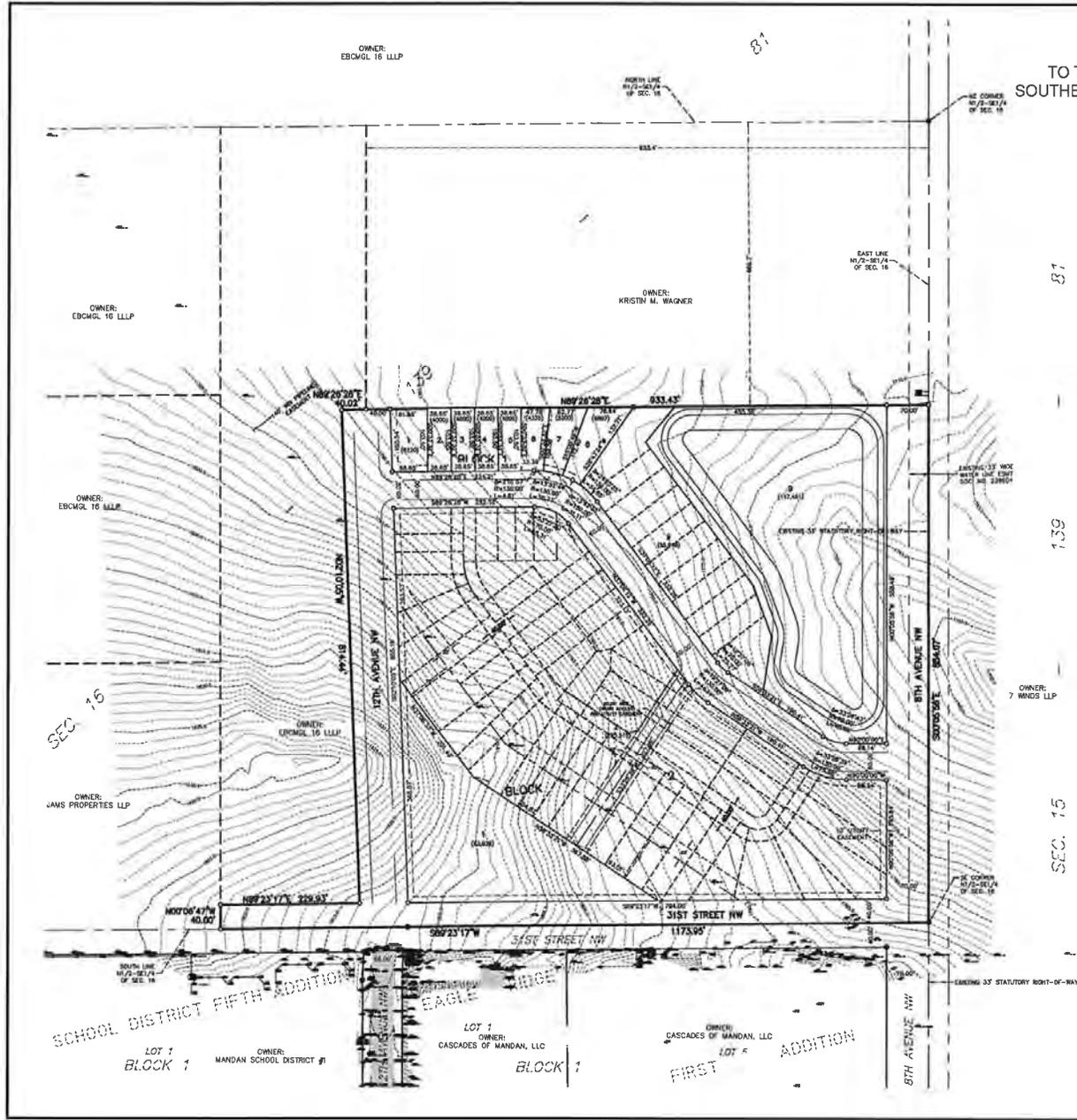
**PROPOSED TOLLING = RM(PLD)**

**OWNER/DEVELOPER**  
 DR. ERIC BELANGER  
 825 SOUTHPORT LOOP  
 BISMARCK, ND 58204  
 701-834-0700

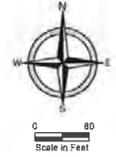
**SURVEYOR**  
 JIM ALBER  
 925 10TH AVENUE E  
 WEST FARGO, ND 58078  
 701-282-4882



**EXISTING TOPOGRAPHY**



PLAT OF  
**SUNSET AVENUE 1ST ADDITION**  
 TO THE CITY OF MANDAN, A PLAT OF PART OF THE NORTH HALF OF THE  
 SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST  
 MORTON COUNTY, NORTH DAKOTA



BARS OF BEARINGS:  
 NORTH DAKOTA STATE PLANE  
 COORDINATE SYSTEM, SOUTH  
 ZONE NAD83(2011)  
 INTERNATIONAL FEET.

**LEGEND**  
 ● IRON MONUMENT FOUND  
 ○ SET 5/8"X5" IRON WITH  
 YELLOW PLASTIC CAP #8071  
 (4810) LOT AREA IN SQ. FT.  
 L ARC LENGTH  
 R RADIUS LENGTH  
 A CENTRAL ANGLE



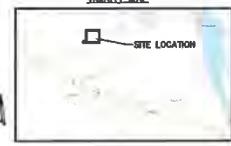
► DIRECTION OF GRAVITY SEWER FLOW  
 ● 48" PRECAST MANHOLE  
 SANITARY SEWER 8" OR 10"  
 COLD WATER MAIN 8" OR 10"

PROPOSED ZONING = RM(IND)

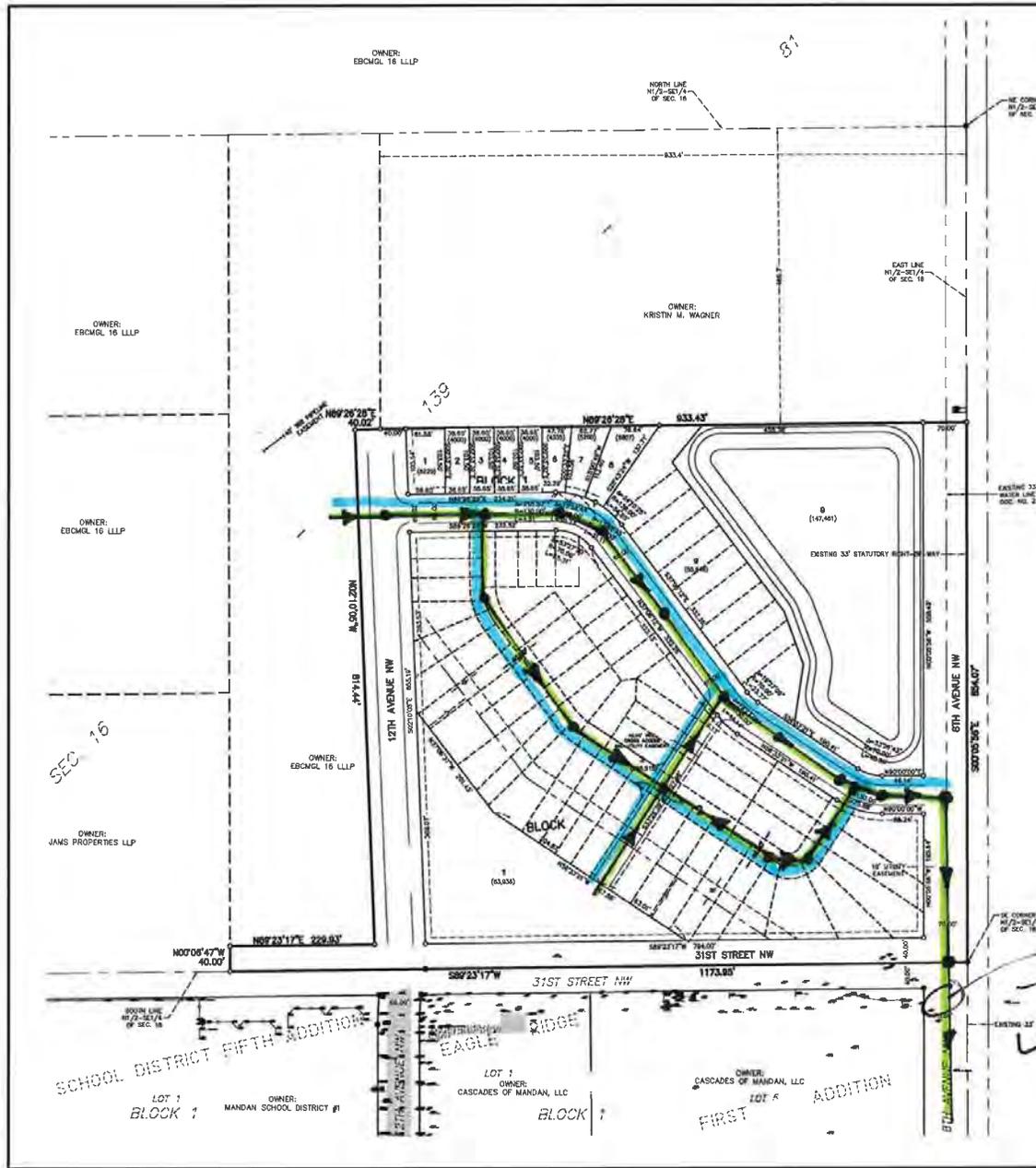
**OWNER/DEVELOPER**  
 DICK BELANGER  
 832 SOUTHPORT LOOP  
 BISMARCK, ND 58504  
 701-834-0730

**SURVEYOR**  
 JIM ALBRI  
 823 10TH AVENUE E  
 WEST FARGO, ND 58078  
 701-282-4892

VICINITY MAP



UTILITY  
 SERVICING



TO  
 TERRA VALLEY  
 LIFT STATION

28"E  
.02'

159

RA LOT SIZE  
MINIMUM

N89°26'28"E

(6220)

(4000)

(4000)

(4000)

(4000)

(4335)

(5200)

(6807)

5' SIDE S.B.S (TYP)

25' STREET  
SIDE S.B.  
@ COLLECTOR

25' F.S.B (TYP)

60.00'

60.00'

North  
1" = 30'

EXHIBIT ILLUSTRATING  
INTENT/PRODUCT PROVIDED  
WITH THIS PHASE'S PUD  
W/ UNDERLYING RA ZONING



# EXHIBIT 2

## ORDINANCE NO. 1349

### **AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.**

WHEREAS, The Mandan Land Use and Transportation Plan designates the property as Medium Density Residential; and

WHEREAS, The Preliminary Plat and Phasing Plan for Rockwood First Addition (formerly presented as Sunset Ave. 1<sup>st</sup> Add.), the area subject to this zoning amendment, align with the Mandan Land Use and Transportation Plan designation as presented.

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

**SECTION 1. ZONING AMENDMENT.** Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 05 MINUTES 56 SECONDS WEST ALONG THE EAST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 854.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHERLY 466.7 FEET OF THE EASTERLY 933.4 FEET OF SAID NORTH HALF OF THE SOUTHEAST QUARTER, AS MEASURED AT A RIGHT ANGLE TO, AND PARALLEL WITH, THE NORTH AND EAST LINES OF SAID NORTH HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHERLY 466.7 FEET FOR A DISTANCE OF 490.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 52 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 156.57 FEET; THENCE NORTHWESTRLY 80.39 FEET ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 25 SECONDS 57 SECONDS, A RADUIS OF 130.00 FEET AND A CHORD LENGTH OF 79.12 FEET WHICH BEARS NORTH 72 DEGREES 50 MINUTES 34 SECONDS WEST; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 234.21 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 103.54 FEET TO THE SOUTH LINE OF SAID NORTHERLY 466.7 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 403.26 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.88 ACRES, MORE OR LESS.

Said tract encompasses proposed Lots 1 through 8, Block 1 Rockwood First Addition to the City of Mandan, Morton County, North Dakota.

Said tract shall be removed from the RM Residential District and be included in the PUD District 2020-01 (Planned Unit Development) **with the following conditions and restrictions:**

- a. Each lot shall conform to the requirements as provided for in the R4 Residential District unless otherwise restricted herein.
- b. Each lot shall be restricted to one (1) single-family residential dwelling as the primary use.
- c. No secondary or conditional uses shall be permitted.

**SECTION 2. RE-ENACTMENT.** Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

---

Tim Helbling, President  
Board of City Commissioners

Attest:

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Jim Neubauer  
City Administrator

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

July 27, 2020  
August 18, 2020  
September 1, 2020  
\_\_\_\_\_

# EXHIBIT 3

## Development Agreement

### Rockwood First Addition

This Agreement is made and entered into on the [Day] of [Month], 2020, (hereinafter the “effective date”) by and between the City of Mandan (hereinafter referred to as the “City”) and EBCMGL 16, LLLP (hereinafter referred to as the “Developer”). The address for the City of Mandan is 205 2<sup>nd</sup> Avenue NW, Mandan, North Dakota 58554. The address of Developer is [Developer Address]. This agreement is a covenant running with the Property and binding upon any and all future owners of the Property.

WHEREAS, the Developer is the owner of property whose legal description is the Part of the N1/2 of the SE1/4 of Section 16, Township 139N, Range 81W, Morton County, North Dakota, North Dakota and further described as an attachment to this agreement via a meets and bounds description (hereinafter referred to as the “Property”); and

WHEREAS, the Developer wishes to develop the approximate thirteen and three-quarter (13.75) acre Property excluding right-of-way dedication into a development named Rockwood First Addition and included for reference (hereinafter referred to as the “Development”); and

WHEREAS, said Development is currently planned to include eight (8) residential lots and three (3) additional lots to be further redeveloped in the future; and

WHEREAS, the wastewater plan for the Development is dependent on the Terra Vallee Lift Station, which is planned for removal at an indeterminate future date per the wastewater masterplan of the City; and

WHEREAS, the Terra Vallee Lift Station requires immediate improvements due to ongoing and frequent maintenance and additional demand created by the Development will exacerbate necessary maintenance and interfere with the City’s ability to provide service to existing users; and

WHEREAS, the costs to strictly follow the wastewater plan of the City for this Development alone are cost-prohibitive for the Developer; and

WHEREAS, the Developer and the City have identified an amenable alternative to facilitate the implementation of the masterplan and provide wastewater services to the Development; and

WHEREAS, the Development, without this agreement, could create disorder in future development, raising costs of public infrastructure and private development for the surrounding lands; and [JJF1]

WHEREAS, the agreement provides the Developer a means to achieve the desired outcome of the Development of eight (8) residential lots and preserve the remaining land for future phases of development of a residential nature; and

WHEREAS, said agreement utilizes for reference a document (hereinafter referred to as “Phasing Plan”) showing future private road access and additional subdivided lots as a proof of concept for future development to align with the Mandan Future Land Use and Transportation Plan (originally adopted June 2015 and hereinafter referred to as the “Plan”); and

WHEREAS, nothing in this agreement prohibits the Developer from revising the layout of the lots of the Phasing Plan subject to the necessary jurisdictional approvals including Mandan Planning and Zoning Commission and the Mandan Board of City Commissioners; and

WHEREAS, nothing in this agreement prohibits the City from adopting alternative land uses through a new land use plan or amendment to the Plan affecting the Property as prescribed by State law and the Mandan Code of Ordinances and requiring any future development to align with said plan.

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

1. Density upon build-out of the Development to be a minimum of five (5) units per acre and maximum of eight (8) units per acre. If at any subsequent phase of development these thresholds do not appear to be capable of being met as determined by the City the applicant agrees to amend the application to the satisfaction of the City prior to presentation for consideration of approval.
2. Each phase of the development shall submit an application for a zoning amendment to planned unit development (PUD) and establish the underlying zoning district to be applied for each lot within the respective phase. This requirement will not apply to Lot 1, Block 2 if the Developer does not further subdivide the lot and constructs multi-family residential in conformance with the requirements of the RM Residential District and other requirements as outlined in this agreement.
3. Lot 9, Block 1 and Lots 1 & 2, Block 2 are required to be further subdivided as necessary to meet the density requirement above.
4. The developer shall install cluster mailboxes to serve the development by the United State Postal Services (USPS) and other private carriers. The location of the cluster mailbox(s) shall meet the requirements of the City and USPS and be approved at each phase of development.

5. The Development is restricted to single-family, twin-home, or row-home construction for Lots 1 through 9, Block 1 and Lot 2, Block 2. The Development is restricted to single-family, twin-home, row-home, or multi-family residential construction for Lot 1, Block 2.
6. 8<sup>th</sup> Ave. NW is considered the secondary access for meeting the secondary access requirements for the Development. No more than thirty (30) dwelling units shall be permitted prior to the construction of 8<sup>th</sup> Ave. NW to connect said road to 12<sup>th</sup> Ave. NW via the proposed local public road meandering southeast to northwest.
7. The City recognizes that 8<sup>th</sup> Ave. NW may be initially constructed as a rural local road if approved by the City Engineer, although its function for the purposes of special assessments will be classified as a collector unless an alternative allocation is determined to be more equitable by the Board of City Commissioners. The portion of special assessments that would otherwise have been assessed to Lot 10, Block 1 will be equally distributed to all other lots in the Development unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
8. Boulevard landscaping along 12<sup>th</sup> Ave. NW shall include a tree of at least one and a quarter (1 ¼) inch caliper within the boulevard for each fifty (50) linear feet of right-of-way beginning at the intersection of 31<sup>st</sup> St. NW and terminating at the northern boundary of the Development. Boulevard landscaping will be installed by the Developer at the same time as 12<sup>th</sup> Ave. NW.
9. A sidewalk shall be constructed by the Developer along the east side of 12<sup>th</sup> Ave. NW for the entirety of the development to provide for pedestrian connectivity to the existing network to the south. A crosswalk across 31<sup>st</sup> St. NW is required and shall meet standards set forth by the City Engineer. Both shall be installed at the same time as 12<sup>th</sup> Ave. NW.
10. Lot 10, Block 1 shall be the undivided interest of all lot owners of the Development and used for the purposes of storm water detention. Maintenance, if required by the City, shall be allocated per the special assessment policy in effect at the time unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
11. All private roads and utilities shall be the maintenance responsibility of all of the lot owners utilizing the respective private road or utility of the Development. Maintenance, if required by the City, shall be allocated per the special assessment policy in effect at the time unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
12. Future development on the Property will align with the adopted land use and transportation plan of the City of Mandan at the time of application.

13. Additional costs for wastewater infrastructure, stemming from necessary improvements to the Terra Vallee Lift Station and deviation from the existing waste water masterplan, will be determined by the Board of City Commissioners with a recommendation from the City Engineer.
  
14. All public roads and utilities shall be the maintenance responsibility of the city after final acceptance of the project(s). The water distribution and sanitary sewer components of the public infrastructure need to be installed under a three-way agreement and require following all city standards per the Engineering Department. The above ground public infrastructure including streets, storm sewer, and other above ground improvements such as signs and street lights can be installed under a street improvement district or a three-way agreement by choice of the Developer and require following all city standards per the Engineering Department.

---

Mayor Tim Helbling  
City of Mandan

---

Eric Belanger, **Title**  
EBCMGL 16, LLLP

Attest:

Attest:

---

Jim Neubauer  
City Administrator