



**AGENDA**  
**MANDAN CITY COMMISSION**  
**APRIL 16, 2019**  
**ED "BOSH" FROEHLICH MEETING ROOM,**  
**MANDAN CITY HALL**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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**City Board of Equalization meeting at 7:00 p.m. on April 16, 2019**

- A. ROLL CALL:
1. Roll call of all City Commissioners.
  2. "If I Were Mayor" Essay Contest Winner.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the April 2, 2019 Board of City Commission regular meeting.
- D. PUBLIC HEARING:
1. Consider ratification of recommendation of approval for Runnings' Special Use Permit.
- E. BIDS:
1. Presentation of results of bids for Southside Street Improvement Project 2018-07, SID #213.
- F. CONSENT AGENDA:
1. Consider approval of monthly bills.
  2. Consider approval of site authorization for Mule Deer Foundation at Prairie Patriot Firearms on May 16, 2019.
  3. Consider proclaiming May 6-11 as Economic Development Week.
  4. Consider approving the Special Event Permit Application for the Dakota Vipers on June 15, 2019 at Prairie West Golf Course.
  5. Consider terminating the architectural agreement with ICON Architectural Group LLC.
  6. Consider entering into agreement with Jiran Architects & Planners, PC.
  7. Consider approval of three-way agreement for Living Waters watermain installation.
- G. OLD BUSINESS:
- H. NEW BUSINESS:
1. Presentation of the Bismarck Mandan Transit Development Plan.
  2. Consider Growth Fund Committee recommendation on Storefront Improvement Application for 504 W Main St.

*Preliminary Agenda  
Mandan City Commission  
April 16, 2019  
Page 2 of 2*

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3. Report to Commission about the property at 210 5<sup>th</sup> ST. NW to consider the recommendation from Custer District Health and Building Inspections to declare the property a dangerous building and facilitate the removal of the building.
  4. Consider Memorial Highway utility engineering service agreement with HDR.
  5. Consider the Urban Grant Program (UGP) award for 1<sup>st</sup> Street and downtown avenues.
  6. Consider request to increase Deputy Municipal Court Clerk hours.
  7. Legislative Update #7.
- I. RESOLUTIONS AND ORDINANCES:
1. Second and Final Consideration of Ordinance 1308 relating to the payback of unused sick leave.
  2. First Consideration of Ordinance 1309 relating to revisions to section Sec. 105-1-15 of the Mandan Code of Ordinances to allow the Building Inspections office to process standard sign applications, making the Code Enforcement Officer the first point of contact unsafe or unlawful signs, and establishing a maximum size for pylon and pole signs.
  3. Second and Final Consideration of Ordinance 1299 related to crematoriums.
- J. OTHER BUSINESS:
1. Announcements:
    - i. April 25 – Public Information & Input Meeting on Main Street Project
    - ii. April 25 – Upcoming project at the Library. The parking lot be closed starting at 8 a.m. until approximately 5:00 p.m. Patrons of the Library and Rice Bowl may park in the west lot to enter the building.
    - iii. April 27-May 4 – Clean-Up Week
    - iv. April 27 – Community Clean-Up Day
- K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. April 30, 2019 (2020 Budget Working Session)
  2. May 7, 2019
  3. May 21, 2019
- L. ADJOURN



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 5, 2019  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Tim Helbling, Mayor  
**SUBJECT:** "If I Were Mayor" Essay Contest Winner

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STATEMENT/PURPOSE: To recognize Julia Graff for her winning submission to the local "If I Were Mayor" essay contest.

BACKGROUND/ALTERNATIVES: In February and March, the North Dakota League of Cities (NDLC) held an "If I Were Mayor" Essay Contest for third and seventh grade students across the state. The City of Mandan decided to select a contest winner from the local submissions to the contest and invite them to participate in a Mandan City Commission meeting. In addition, the author of the winning essay will be presented a certificate, City of Mandan t-shirt and \$50 in Mandan Bucks provided by the Mandan Progress Organization.

A total of 21 essays were submitted by Mandan third-grade students. Mayor Tim Helbling read the essays and selected the winning essay. Julia Graff is a third grade student in Mrs. Hogan's third-grade class at Fort Lincoln Elementary School.

Essays focused on what makes Mandan great and ways to improve the community. Many students listed the schools, community events and outdoor recreation options as their favorite things about Mandan. No local seventh-grade essays were submitted.

ATTACHMENTS:

- Essay written by Julia Graff

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A

**If I were Mayor**  
**By Julia Graff**

Hello I am Julia Graff and I am nine years old. I am in third grade and I love my third grade teacher, Mrs. Hogan. I have three siblings. My little brother and sister are twins, and my big brother is 11 years old. I have lived in Mandan my whole life, and I love it!

I love Mandan for so many reasons. I love it because of the schools, playgrounds and parks, the restaurants (even though we don't get to go there a lot) and the snow. I love the schools because they have nice teachers. I love the playgrounds because they have such fun play equipment. I love the restaurants because they have delicious food. And I love the snow because it is so fun to play in.

I may have said that I loved Mandan, but I never said that it didn't need some work. I see trash all over the place when I walk to school, so we should work on that. I think it would be great to have a Community cleanup day, and involve the schools in it! If not each school should at least have presentation about what trash does to our environment so that they can stop littering, and save the environment too!

I think it would be a great idea to have every playground have play equipment accessible to all kids. I think it is important to have play equipment accessible to all kids because some kids are in wheelchairs, and some kids can't go on fun slides or swings because of their disabilities. They should be able to have fun too, and not have to sit on a bench while others get to have fun.

Submitted by: Julia Graff-Grade 3  
Parents: Wendy and Rob Graff

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The Mandan City Commission met in regular session at 5:30 p.m. on April 2, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

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

On behalf of the City of Mandan, Mayor Helbling extended condolences to the families of Robert Falkner, Lois Cobb, William Cobb and Adam Fuehrer and to the RJR Maintenance and Management owners, employees and customers. He announced that information regarding the tragic event will be released accordingly by the Police Department and other investigative agencies.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the March 19, 2019 Board of City Commission regular meeting.* Commissioner Larson moved to approve the minutes as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes. Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

E. BIDS:

1. *Consider the award of bids for Municipal Sidewalk Improvement Project 2019-03 and approving the Resolution approving the contract and contractor's bond.* Engineering Project Manager Fettig presented a request to award a contract for the 2019 Municipal Sidewalk repairs throughout the City. She reported that on March 26, 2019, three bids were received on the project. The Engineer’s Estimate was \$49,027.50. Bids were submitted by: (i) Brandoz Concrete Inc. \$59,632.00; (ii) Dirk Concrete \$64,360.00; (iii) Knife River Corporation \$75,000.00. The low bid was from Brandoz Concrete Inc. in the amount of \$59,632.00 and it was 21.6% higher than the engineer’s estimate. The project costs may be special assessed to benefitting properties. She recommended awarding the bid to Brandoz Concrete Inc. in the amount of \$59,632.00.

Commissioner Rohr moved to approve awarding the bid for the Municipal Sidewalk Improvement Project 2019-03 to Brandoz Concrete Inc. in the amount of \$59,632.00 and approve the Resolution approving contract and contractor’s bond. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

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F. CONSENT AGENDA

1. *Consider for approval the special assessments for Weed Cutting of 2018, Sidewalks of 2018, and Health & Safety of 2018.*
2. *Consider approval of the following proclamations: (i) Proclaiming April 8-14, 2019 as National Public Safety Telecommunications Week in the City of Mandan. (ii) Proclaiming April 2, 2019 Mayors Day of Recognition for National Service in the City of Mandan.*
3. *Consider Amendment #1 to our agreement with KLJ for final design of the sanitary sewer related to the 1806 north reconstruction project.*
4. *Consider approval of site authorization for Fort Abraham Lincoln Foundation at Station West Bar and Grill from 4/15/2019-6/30/2019.*
5. *Consider approval of annual site authorization for ABATE of North Dakota at Hide-away Bar from 7/1/2019 to 6/30/2020.*
6. *Consider approval of annual liquor license for Bis-Man Stock Car Association at Dacotah Speedway for May – October.*
7. *Consider approval of Special B Liquor Permit for Bis-Man Stock Car Association at Dacotah Speedway for July 2, 3, 4, 2019.*
8. *Consider approval of Miles of Love Dog Rescue games of chance at Shop No. 11 April 1 - August 3, 2019.*
9. *Consider approval of the 2019 Fire Hydrant Painting agreement with HIT Inc.*
10. *Request for permission from the Public Works Department to purchase a roll off truck chassis off state bid, and allow for necessary budget amendment.*

Commissioner Rohr moved to approve the Consent Agenda items 1 through 10 as presented. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS:

1. *Consider re-appointments of Fire Chief Steve Nardello and Mitch Bitz, Public Works Director to the Mandan Weed Board. Joe Camisa, Chairperson of the Mandan Weed Board presented a request for consideration for the reappointments to the Mandan Weed Board. He explained the Mandan Weed Board is tasked with enforcing regulations on noxious weeds and uncontrolled weed and lawn growth by notifying property owners, and, if necessary, contracting for weed control or mowing with the cost assessed to the impacted property. The Board consists of 5 voting members and 2 non-voting members. There are two positions due for consideration. On March 5, 2019, the Board voted in favor to reappoint Fire Chief, Steve Nardello and Mitch Bitz, Public Works Director, to another three year term expiring in 2021. In other action the Weed Board re-elected Joseph Camisa as Chairperson and Mitch Bitz as the Vice-Chairperson pending Mitch Bitz' reappointment to the Board. The remaining members on the Mandan City Weed Board and their terms of office are: Joseph Camisa, City Weed Control Officer, 2016-2020; Justin Froseth, Engineering and Planning Director, 2016-2020; Dustin Fleck, Parks and Recreation, 2017-2021.*

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The Weed Board recommended approval of reappointing Fire Chief Steve Nardello and Mitch Bitz, Public Works Director to the Mandan City Weed Board for the length of term indicated.

Commissioner Braun moved to approve the reappointments of Steve Nardello and Mitch Bitz for another 3-year term to the Mandan Weed Board, expiring 2021. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider re-appointment of Carl Jacobsen to the Mandan Special Assessment Commission.* Engineering Project Manager Fettig presented a request to consider the appointment of Carl Jacobsen for a 6-year term on the Mandan Special Assessment Commission. She said that in December 2019, a notice published seeking letters of interest for the open seat on the Special Assessment Commission (SAC) due to member Carl Jacobsen's term being up in April. Two letters of interest were received. One of the two has since withdrawn his Letter of Interest leaving only Carl Jacobsen's Letter of Interest for consideration. She recommended the reappointment of Carl Jacobson for the 6-year term to the Mandan Special Assessment Commission.

Commissioner Davis moved to approve the appointment of Carl Jacobson for the 6-year term on the Mandan Special Assessment Commission. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Consider Growth Fund Committee recommendation to remove restaurants from the Retail Incentive Program and other updates.* Business Development & Communications Director Huber presented an update to the Retail Incentive Program Guidelines. At the March 26, 2019 meeting of the MGF Committee a review of the guidelines for the Retail and Restaurant Incentive Program was conducted. This program was first approved in Mandan in 2010 with modifications approved to the program in 2011 and 2016. The program provided a stipend of up to \$5 per square foot of operating space during the first year of operation for qualified retail and restaurant businesses that filled a gap in the community's market profile. They had to be approved for the program before expanding. The program was capped at \$20,000 per project and so inherently was most fitting to relatively small, independent business enterprises. There have been eight recipients of the stipend - two in the foodservice category and six retailers of other merchandise. Further, with seven restaurants opened and three more scheduled to open under the Restaurant Rewards sales tax rebate program, set to expire March 31, 2019, the MGF agreed that restaurants should be removed from the Retail Incentive Program guidelines as an eligible type of business. The only other substantive updates are to add tobacco or vape shops to the list of explicit ineligible uses and to remove bookstores selling new books from the list of retail preferences from Exhibit A in the guidelines. The proposed changes have no direct fiscal impact, but could reduce the number of businesses that would be eligible. The Mandan Growth Fund Committee voted unanimously to recommend adoption of the updated Retail Incentive Program Guidelines.

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Mayor Helbling extended a thank you to the MGF Committee and Director Huber for the success of this program because it has enhanced some of the business gaps in Mandan.

Commissioner Larson moved to approve the updated Retail Incentive Program Guidelines. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *2019 Legislative Update #6:* Administrator Neubauer presented an update on the 2019 Legislative Bills pertinent to the City of Mandan. Regarding HB 1066, the Prairie Dog bill has been approved by both the House and the Senate and has been signed by Governor Burgum. The soonest funds would be available would be the fall of 2020. He said that \$1.5 million has been allotted towards the south side street project. Further action included, the southwest water Board of Directors, of which there were two bills, one to make it a permanent mill levy and the second was to the carve Mandan out of that because Mandan has its own water plant to support. Both bills failed to pass. Thus the mill levy will expire in 2020. The goal was accomplished and this mill levy will go away. HB 1474 was one bill brought for cities to add a street maintenance fee and that was turned into a study and will most likely be looked at during the interim. The SB 2275 is regarding a loan pool of legacy funds, wherein loans would be available at a 2% interest rate. That bill did fail, however, there is indication that it will find its way back via another bill. Mayor Helbling extended a thank you to Senators Cook and Porter, Commissioner Davis and Administrator Neubauer for their work and testimony thus far in the legislative session representing the City of Mandan.

## I. RESOLUTIONS AND ORDINANCES

### *1. First Consideration of Ordinance 1308 relating to payback of unused sick leave.*

HR Director Cullen presented a request for approval of the First Consideration of Ordinance 1308 relating to the payback of unused sick leave. This item was initially presented in 2015 with Ordinance 1199 and was passed by the City Commission with an effective date of January 1, 2015. This Ordinance created a grandfathered bank for employees hired before December 31, 2014, that did not receive any additional accruals. In the discussion of drafting this Ordinance, it was discussed to include a payback option of unused sick leave for current employees. This payback option would allow for 40% payout of the unused sick leave at the end of the calendar year, once 960 hours for employees or 1,320 hours for career firefighters that accumulated. It was established as a way to provide a benefit for promoting healthy life styles by paying out a portion of unused sick leave while reducing the city's liability for sick leave banks with large unused balances. It was discovered that the payback option was excluded from the update to the Ordinance of the Mandan Code of Ordinances, but it was included in the agenda documentation when presented to the Board. The exclusion from the Code has not affected anyone as it would take 10 years for someone to accrue the maximum before the payout would be available. Thus, this is being brought back to the City Commission for the first consideration. Director Cullen recommended approving Ordinance 1308 as presented related to payback of unused sick leave.

Commissioner Davis inquired if taxation of the payback was taken into consideration. Finance Director Welch explained this is similar to a situation when an employee would resign from the City and they would be paid for accumulated vacation benefits. He said that those dollars would

be subject to the normal taxes and withholdings so, yes, taxation was considered and will have no impact on this.

Commissioner Davis moved to approve the First consideration of Ordinance 1308 related to payback of unused sick leave in Attachment No. 1. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

Mayor Helbling announced that the Brave the Shave event will be held on April 9, 2019 from 6 to 9 pm at Midway Lanes. He said that Police Chief Ziegler and Fire Chief Nardello will go first to kick off the event. There will be a bowling roll off at 7 pm and food will be served. 100% of the proceeds will go to kids battling cancer. Additional information can be found at [www.bravetheshave.net](http://www.bravetheshave.net) and click on go bald for kids event. Police Chief Zielger reported that Kupper Chevrolet has already donated \$2,500 towards event. Mandan residents were encouraged to attend and support this event.

K. ADJOURNMENT:

There being no further actions to come before the Board of City Commissioners, Commissioner Davis moved to adjourn the meeting at 6:07 p.m. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

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James Neubauer  
City Administrator

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Tim Helbling  
President, Board of City Commissioners

### **CITY BOARD OF EQUALIZATION**

The Mandan City Commission City Board of Equalization met on April 2, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order at 6:07 p.m.

Roll Call: Present were Mayor Helbling and Commissioners present were Braun, Davis, Larson and Rohr.

A. **NEW BUSINESS**

1. *Recess the City Board of Equalization until April 16, 2019 at 7:00 p.m. in the Ed “Bosh” Froehlich Meeting Room at Mandan City Hall, 205 2<sup>nd</sup> Ave NW, Mandan, ND.*

Commissioner Davis moved to recess the City Board of Equalization until April 16, 2019, at 7:00 p.m. in the Ed “Bosh” Froehlich Meeting Room at Mandan City Hall, 205 2<sup>nd</sup> Ave NW, Mandan, ND. The motion was seconded by Commissioner Braun. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

B. **ADOURNMENT**

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 6:10 p.m. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.



Public Hearing No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 9, 2019  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM,  
**SUBJECT:** Consider Ratification of Recommended Approval for Runnings' Special Use Permit

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STATEMENT/PURPOSE: Consider Ratification of Recommended Approval for Runnings' Special Use Permit.

BACKGROUND/ALTERNATIVES: Hopfauf Custom Builders on behalf of Runnings Supply, Inc. is requesting a special use permit for farm supply retail. A special use permit is required for vehicle and farm supply sales in the DF – Downtown Fringe District.

At their March 25, 2019 meeting, Planning and Zoning recommended to approve the special use permit subject to approval of the landscaping plan by the Mandan Architectural Review Commission.

The Mandan Architectural Review Commission approved the landscaping plan on April 9, 2019 (See Exhibit 1, Page 4).

ATTACHMENTS:

Exhibit 1 – Site/Landscaping Plan

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The staff report has been reviewed and approved by Attorney Brown.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2019

Subject: Consider Ratification of Recommended Approval for Runnings' Special Use Permit

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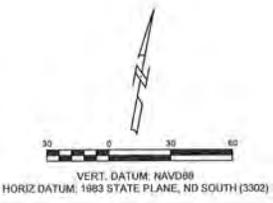
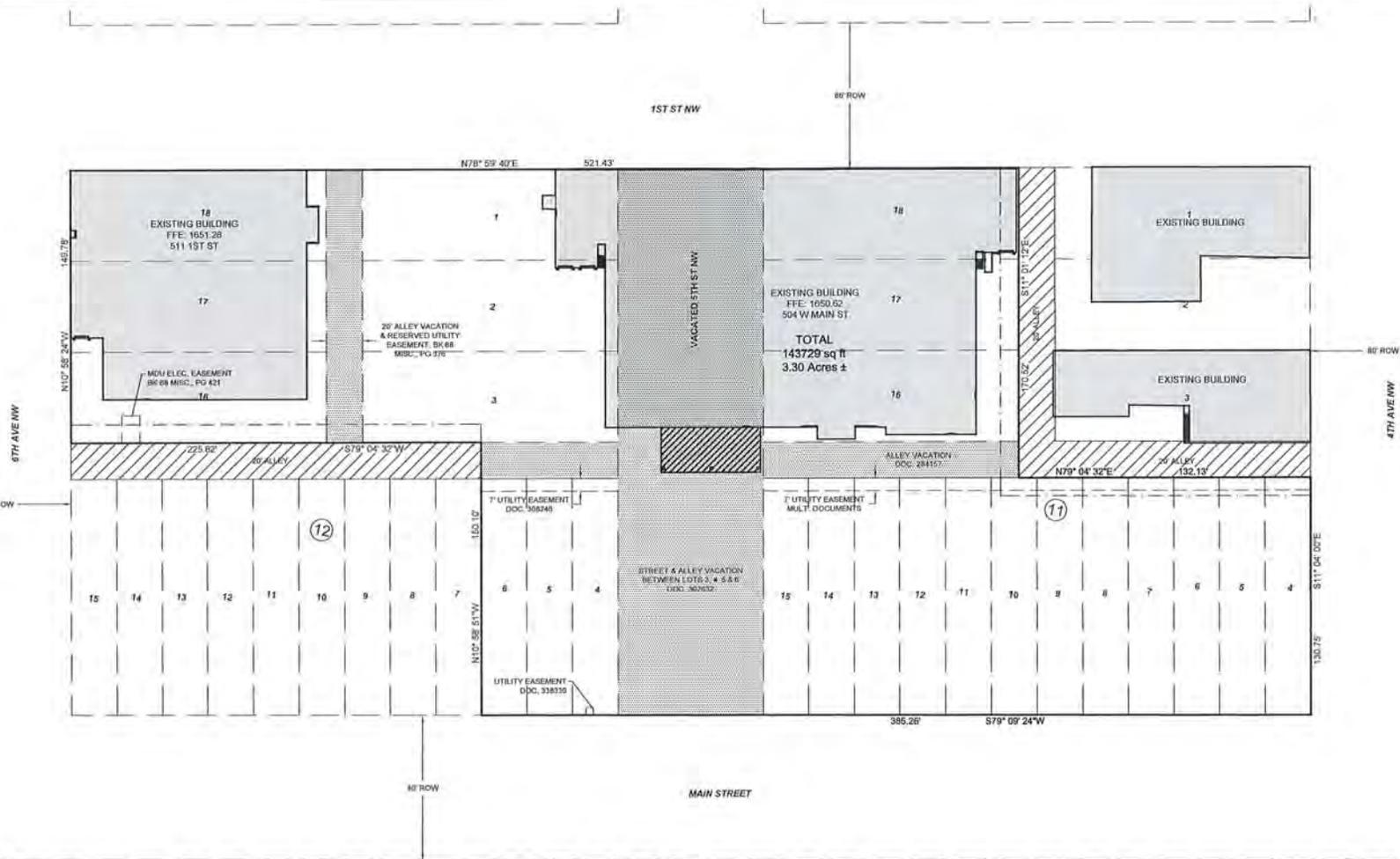
RECOMMENDATION:

The Planning and Zoning Commission recommend approval of the Special Use Permit for farm supply sales subject to approval of a landscaping plan by Mandan Architectural Review Commission.

The Mandan Architectural Review Commission approved the landscaping plan on April 9, 2019.

SUGGESTED MOTION: I move to approve the Special Use Permit for farm supply sales at 504 W Main St. and 511 1<sup>st</sup> St. NW.

# Exhibit I



- LEGEND**
- BUILDING
  - OVERHANG
  - VACATED STREET/ALLEY
  - EXISTING ALLEY (NOT VACATED)

- NOTES:**
1. SURVEY PERFORMED ON 1/17/18
  2. LEGAL DESCRIPTION, STREET AND ALLEY VACATIONS AND EASEMENTS TAKEN FROM OWNER'S POLICY OF TITLE INSURANCE, POLICY NO. OX-11874114, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE CO.
  3. LEGAL DESCRIPTION: LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, BLOCK 11 AND ALL OF THE VACATED EAST-WEST ALLEY LYING SOUTH OF LOT 16, BLOCK 11, AND LOTS 1, 2, 3, 4, 5, 6, 16, 17 AND 18, BLOCK 12 AND VACATED NORTH-SOUTH ALLEY ADJACENT TO LOTS 1, 2, 3, 16, 17 AND 18 OF SAID BLOCK 12, AND ALL OF THE VACATED 5TH AVE NW RIGHT-OF-WAY LYING BETWEEN BLOCKS 11 AND 12, ALL IN ORIGINAL TOWNSITE, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.
  4. ZONING: CB COMMERCIAL
  - 4.1. NO FRONT OR SIDE YARD SETBACKS
  - 4.2. IF REAR YARD SETBACK PROVIDED, HOWEVER, THAT WHERE THE REAR OF A LOT ADJOINS AN ALLEY, NO REAR YARD SHALL BE REQUIRED FOR A PRINCIPAL NONRESIDENTIAL BUILDING.



**TOMAN ENGINEERING**  
501 1st Street NW, Mandan, ND 58554  
Phone: 701-663-6483 • Fax: 701-663-0023  
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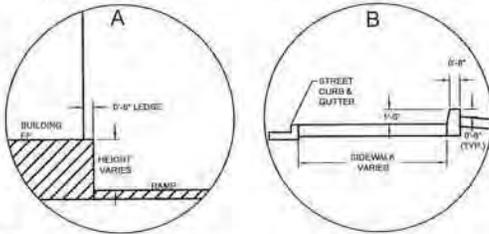
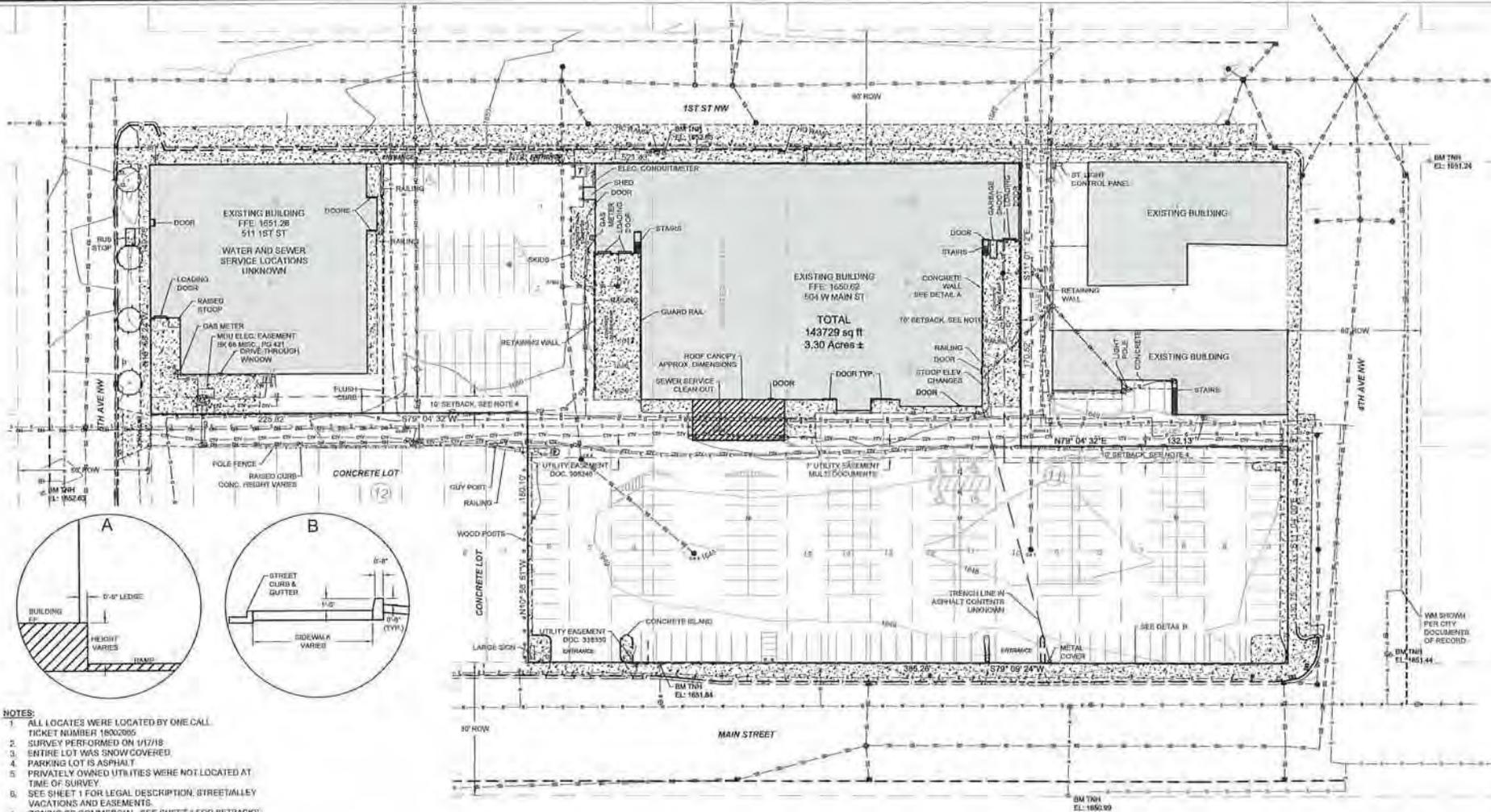
**RE**

PROJECT: RUNNINGS  
PART OF BLOCKS 11 & 12, MANDAN PROPER  
PROPERTY SURVEY

NO.	DESCRIPTION	BY	DATE

REVISIONS

SHEET NUMBER  
**1**  
OF 3 SHEETS

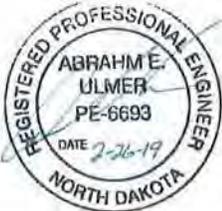


- NOTES:**
1. ALL LOCATES WERE LOCATED BY ONE CALL TICKET NUMBER 1502005
  2. SURVEY PERFORMED ON 1/27/18
  3. ENTIRE LOT WAS SNOW COVERED
  4. PARKING LOT IS ASPHALT
  5. PRIVATELY OWNED UTILITIES WERE NOT LOCATED AT TIME OF SURVEY
  6. SEE SHEET 1 FOR LEGAL DESCRIPTION, STREET ALLEY VACATIONS AND EASEMENTS
  7. ZONING CB COMMERCIAL - SEE SHEET 1 FOR SET-BACKS

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>○ FIRE HYDRANT</li> <li>⊖ GATE VALVE</li> <li>● CURB STOP</li> <li>⊙ SANITARY SEWER MANHOLE</li> <li>⊙ STORM SEWER MANHOLE</li> <li>⊙ STORM SEWER CATCH BASIN</li> <li>⊙ GAS VALVE</li> <li>⊙ ELECTRIC METER</li> <li>⊙ POWER POLE</li> <li>⊙ LIGHT POLE</li> <li>⊙ GUY ANCHOR</li> </ul> | <ul style="list-style-type: none"> <li>△ SIGN</li> <li>● BALLARD / WOOD POSTS</li> <li>⊙ TELEPHONE PEDESTAL</li> <li>⊙ DETECTABLE PANELS</li> <li>⊙ TRANSFORMER</li> <li>⊙ WATERMAIN</li> <li>⊙ SANITARY SEWER MAIN</li> <li>⊙ STORM SEWER</li> <li>⊙ GAS LINE</li> <li>⊙ UNDERGROUND ELECTRIC</li> <li>⊙ OVERHEAD ELECTRIC</li> </ul> | <ul style="list-style-type: none"> <li>— UNDERGROUND TELEPHONE</li> <li>— UNDERGROUND CABLE TV</li> <li>— RAILING</li> <li>— FENCE LINE</li> <li>— CURB</li> <li>— CURB AND GUTTER</li> <li>— EDGE OF CONCRETE</li> <li>— BUILDING</li> <li>— CONCRETE</li> <li>— CONTOURS</li> <li>— PARKING</li> </ul> |
|--|--|--|

**MANHOLE CHART**

STORM		SANITARY	
CB 1: RM - 1647.37	STMH 1: RM - 1649.20	SSMH 1: RM - 1649.44	INV N - 12" VCP - 1639.89
INV N - PVC 12" - 1643.82	INV N: PVC 15" - 1642.26	INV N - 10" VCP - 1640.44	
CB 2: RM - 1646.06	INV S: PVC 15" - 1642.20	INV EW - 18" VCP - 1640.44	
INV N - PVC 8" - 1642.31	INV W - PVC 15" - 1642.20	SSMH 2: RM - 1649.66	
INV E - PVC 10" - 1642.20	STMH 2: RM - 1650.29	INV EW - 18" VCP - 1640.02	
CB 3: RM - 1646.30	INV S - PVC 12" - 1642.56	INV N - 8" PVC SERVICE - 1641.87	
INV N - PVC 8" - 1642.80	INV N - PVC 15" - 1642.49	SSMH 3: RM - 1648.50	
INV W - PVC 10" - 1642.52	INV E - PVC 10" - 1642.53	INV EW - 18" VCP - 1639.89	
CB 4: RM - 1647.66		INV N - 12" VCP - 1639.89	
INV NW - PVC 12" - 1643.06			
CB 5: RM - 1649.02			
INV SE - PVC 12" - 1642.50			
INV N - PVC 12" - 1642.66			



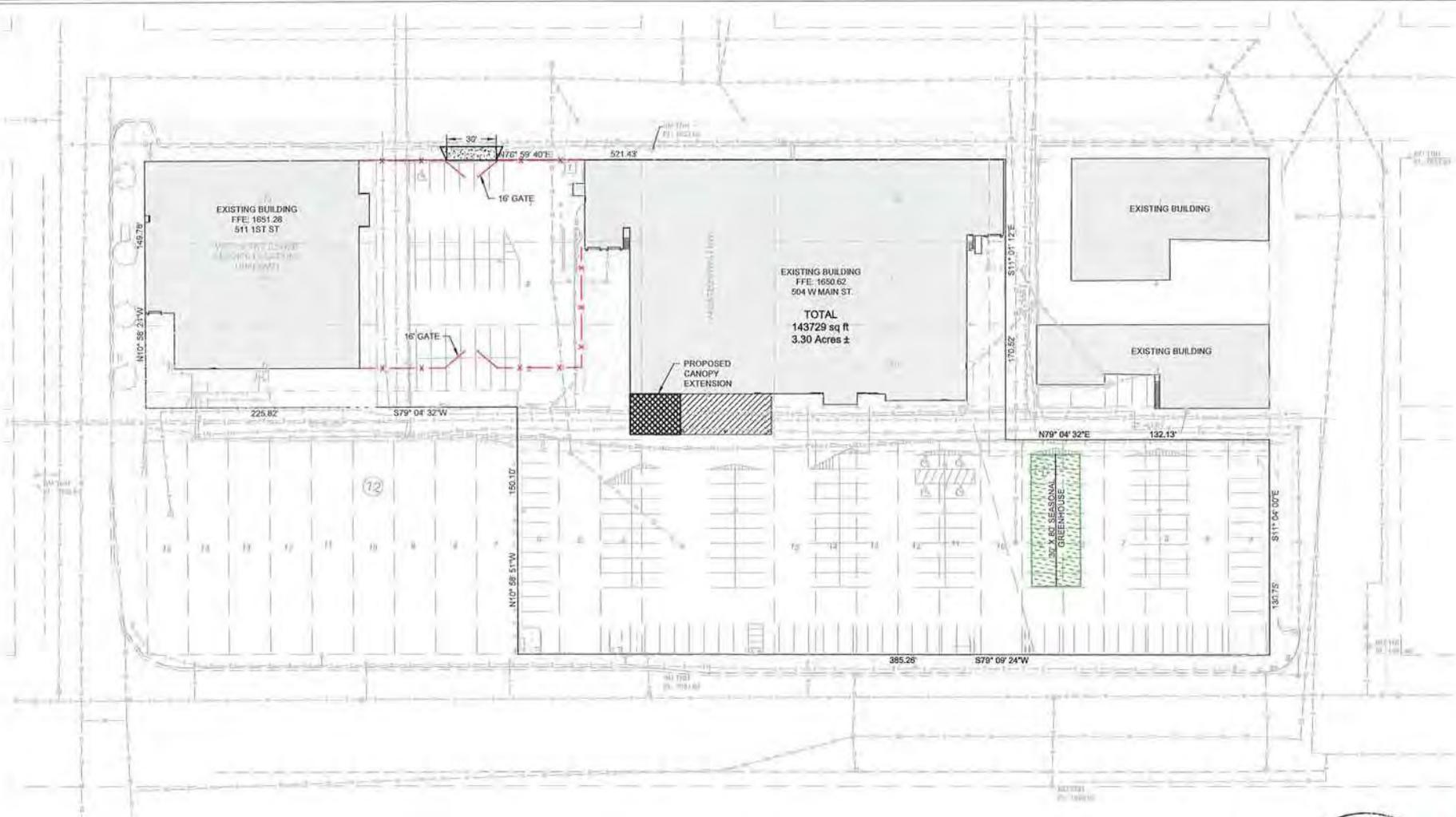
**TOMAN ENGINEERING**  
 501 1st Street NW, Mandan, ND 58554  
 Phone: 701-463-6483 • Fax: 701-463-0923



**RUNNINGS**  
 PART OF BLOCKS 11 & 12, MANDAN PROPER  
 EXISTING CONDITIONS

NO.	DATE	BY	REVISIONS

SHEET NUMBER  
**2**  
OF 3 SHEETS



- LEGEND**
- PROPOSED FENCE
  - PROPOSED CANOPY
  - PROPOSED SEASONAL GREENHOUSE
  - PROPOSED DRIVEWAY

VERT. DATUM: NAVD98  
HORIZ DATUM: 1983 STATE PLANE, ND SOUTH (3302)



**TOMAN ENGINEERING**  
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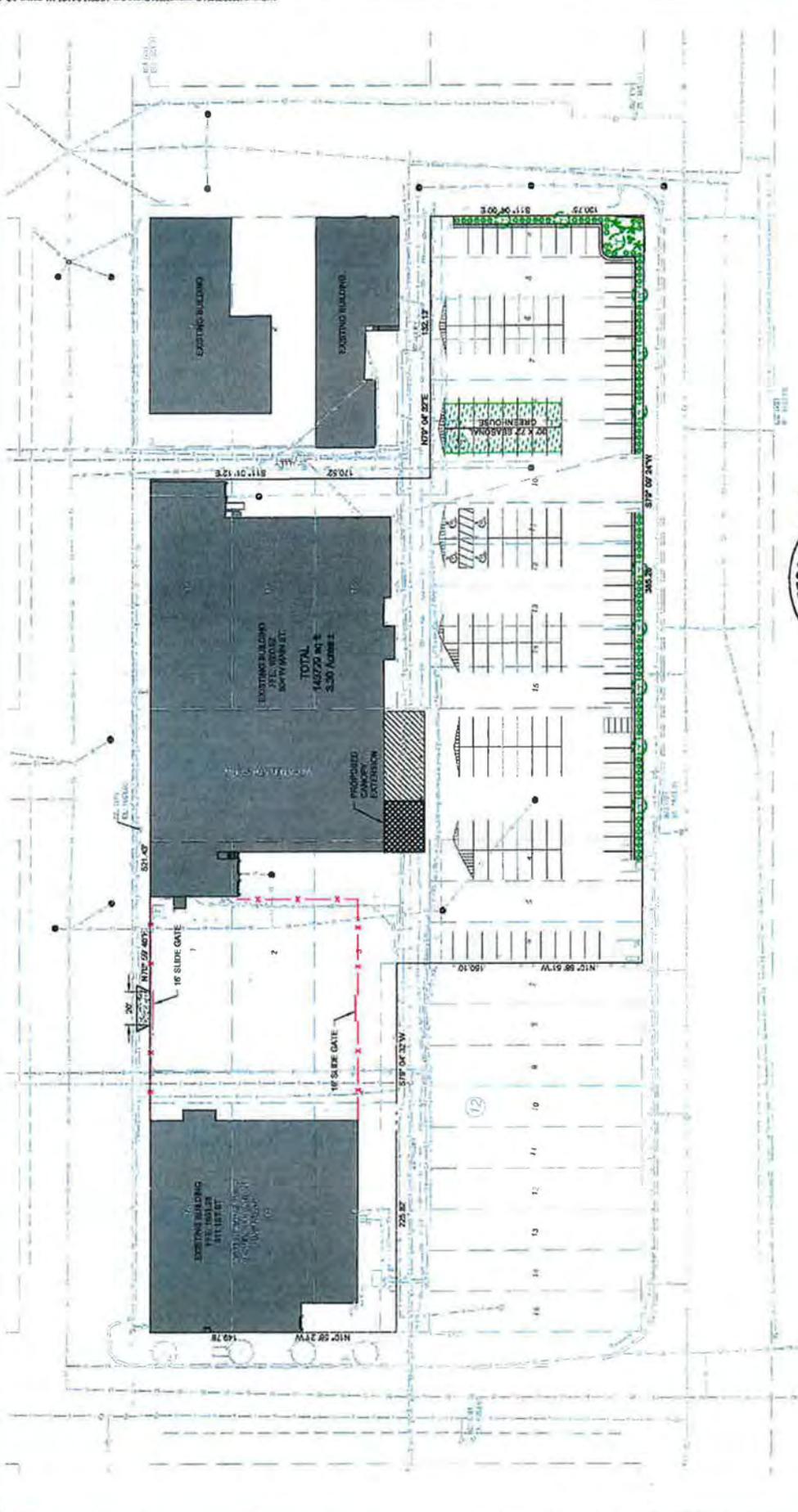


PROJECT: **RUNNINGS**  
**PART OF BLOCKS 11 & 12, MANDAN PROPER**  
**PROPOSED CONDITIONS**

NO.	DESCRIPTION	DATE
1	Initial Condition Location	02/27/19

SHEET NUMBER  
**3**  
OF 3 SHEETS

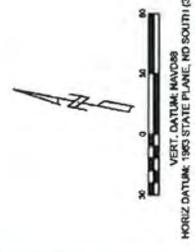
NO.	DESCRIPTION	BY	DATE
1	Initial Conditions	AV	
2	Final Conditions	AV	
3	Final Conditions	AV	



- PROPOSED LANDSCAPE**
- AMUR MAPLE  
H=15-20', S=25'  
100% 100%  
SIZE=1.5 GALLON  
QUANTITY=10
  - ARCTIC FIRE DOORWOOD  
H=3'-4', S=3'-4'  
100% 100%  
SIZE=2 GAL. QUANTITY=44
  - ANDROMEDA COMPACT JUNIPER  
H=4'-6", S=5'  
100% 100%  
SIZE=2 GAL. QUANTITY=44
  - MRT JULIP JUNIPER  
H=4', S=6'-7'  
100% 100%  
SIZE=1.5 GALLON  
QUANTITY=3
  - KARL GOSLER (PERENIAL)  
H=6", S=6'-7'  
100% 100%  
SIZE=1 GALLON  
QUANTITY=6



- LEGEND**
- PROPOSED FENCE
  - PROPOSED CANOPY
  - PROPOSED SEASONAL GREENHOUSE
  - PROPOSED DRIVEWAY
  - PROPOSED CURB & GUTTER





Bid No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 12, 2019  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Presentation of bids for Street Improvement  
District No. 213, Project No. 2018-07 (Southside).

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**STATEMENT/PURPOSE:** To present the bids for Street Improvement District No. 213, Project No. 2018-07 (Southside).

**BACKGROUND/ALTERNATIVES:** At the December 4th, 2018 City Commission approved the resolution creating the district, approved the engineer's report, approved the feasibility report and approved the resolution of necessity for this project. The Resolution of Necessity was published in the Mandan News on December 7<sup>th</sup> and 14<sup>th</sup> and notification letters were sent out to the property owners within the District. The 30 day protest period started on December 7<sup>th</sup> and ended on January 7<sup>th</sup>. At the December 18<sup>th</sup> City Commission meeting a motion was approved to commit \$1.5 million out of the Sales Tax Fund and spread it over the life of the bond. If the Prairie Dog Fund bill is passed by the legislature commission may consider using those funds instead of the Sales Tax Fund for project funding assistance.

At the conclusion of the protest period, 12.81% of the assessment district area had protested. Commission on January 8<sup>th</sup> found the protests insufficient and elected to move forward with the project.

Engineering staff and the consultant have been designing with alternates in addition to the base bid in order to select the project that commission sees as the best value while staying true to the general nature of the project as preliminarily proposed. Examples of this include reduced storm pipe sizes, Cement Stabilized Base (CSB) and providing the alley resurfacing as alternates.

On March 19<sup>th</sup> the City Commission approved the advertisement of bids for this street project.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 16, 2019

Subject: Consider bids for Street Improvement District No. 213, Project No. 2018-07 (Southside).

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The bid opening for the City of Mandan Southside Street project, Street Improvement District No. 213, Project 2018-07 was held on April 10, 2019. Bids were received from two contractors; Northern Improvement Company and Mariner Construction. The attached bid tabulation provides the unit prices and totals for each portion of the project bid by each contractor.

The Base Bid of the project including Parts A-F on the attached Bid Tabulation includes the following scope of work:

Part A – Roadway Improvements Including: Roadway reconstruction and rehabilitation, curb and gutter replacement, pedestrian ramp installation, valley gutter replacement, driveway replacement and other associated work.

Part B – Storm Sewer Improvements Including: Storm sewer piping and structures designed using the City of Mandan Storm Sewer Design Standards.

Part C – Water Main and Sanitary Sewer Improvements Including: Replacement of water main at locations identified as needing replacement and repair of a defect at a single location of the sanitary sewer system.

Part D – Park District Improvements Including: Resurfacing and paving of the three park district parking lots, access roadways and associated work.

Part E – 2020 Roadway Seal Coat Including: Work associated with seal coating of all of the streets to be paved under this project. This work is to be completed during the 2020 construction season.

Part F – 2020 Park District Seal Coat and Striping Including: Work associated with seal coating and striping of all the Park District parking lots and access roads to be paved under this project. This work is to be completed during the 2020 construction season.

Additionally, a total of 5 Alternate Bids were included in the bidding of this project including:

Alternate 1 - Cement Stabilized Base: This alternate was bid for potential cost savings on the project. Cement stabilized base (CSB) is used as a replacement to the traditional fabric/gravel base section. This alternate will reduce project costs and will accelerate construction as it reduces the amount of excavation required to prepare the roadway for paving and eliminates the need to import the gravel base material. However, the use CSB does create potential challenges for accessing the utilities beneath the roadway if repairs are needed.

Alternate 2 – Downsized Storm Sewer: This alternate was bid in order to determine what cost savings there would be for the project if smaller storm sewer

pipe was used. This storm sewer system was not sized to convey any certain storm event but will act as a drain in order to alleviate water sitting on the streets. Although this storm sewer will alleviate some of the inundation of roadways during regular rain events it will not perform to the standards that City of Mandan has in place for storm sewer design.

Alternate 3 – Alley Resurfacing: This alternate was bid as additional scope of work for the project. This alternate includes patching and mill and overlay of the alleys which are currently asphalt surfaced in the neighborhood.

Alternate 4 – Lighting: This alternate was bid as additional scope of work for the project. This alternate includes installation of lighting along the 7th Street/6th Avenue alignment and in Park District Parking Lot 3. The lighting on 7th Street/6th Avenue would begin at the intersection of 7th Street and 8th Avenue and end at the Intersection of 6th Street and 5th Avenue.

Alternate 5 – Sanitary Sewer Improvements: This alternate was bid as additional scope of work for the project. This alternate includes an extension of the sanitary sewer main in 7th Street SW. Today the sanitary sewer ends approximated 200' east of 8th Avenue and under this alternate would be extended approximately 520' to the east providing access to sanitary sewer for the adjacent properties.

A summary of the bid results is included in the attached table of bid results and resulting costs. With the selection of one alternate not necessarily playing a role in whether any of the other alternates is selected there are many potential scenarios for how this project could be awarded. The attached bid analysis provides a summary of the bids received showing what the total project cost would be for each potential scenario.

The analysis was done assuming that Alternates 1 and 2, being the alternates which provide potential cost savings on the project, would be the basis for evaluating the bids since they do not add to or reduce the scope of the project. The potential cost savings associated with awarding Alternates 1 and 2 individually, and together are summarized under each scenario of the potential award of the other alternates. Please note that depending on which alternate(s) are selected there is an effect on how much cost savings either Alternate 1 and/or Alternate 2 may offer and which contractor has the low bid.

Additionally as an item to note the costs associated with Parts C, D & F of the Base Bid will not be assessed to the public. Also, the costs associated with Alternates 3, 4 & 5, if awarded, will be assessed to only the benefiting properties which is narrowed down to small portions of the entire assessment district. These values are summarized in the attached “Summary of Costs Not to Be Assessed in the Overall Project Assessment”.

Board of City Commissioners

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**ATTACHMENTS:**

- 1) Table of Bid Results and Resulting Costs
- 2) Full Bid Tab
- 3) District Map

**FISCAL IMPACT:** The total project cost that would be divided among district participants (including the \$1,500,000 buy down) is estimated at about \$5,859,000 on the high end and \$4,083,000 on the low end if all cost savings alternates were taken. With the highest cost option, the average property would see an assessment about 16% below the amount in the notice letters. With the lowest cost option, the average property would see an assessment about 42% lower than the notice letters.

The “Summary of Costs Not to Be Assessed in the Overall Project Assessment breaks out construction costs that would not be going to the assessment district at large. The improvements for the water and sewer improvements would go to the utility fund. The improvements for the park district’s parking lots would to the Park District and alternates #4 and 5 would go to much smaller sub-areas within the large district for those very local improvements. City staff was approved for a low interest loan from the Bank of North Dakota for favorable loan terms to help with costs.

**STAFF IMPACT:** Significant time and effort working alongside Moore Engineering on this project and answering the public’s questions.

**LEGAL REVIEW:** Our agenda information has been forwarded as part of the full packet to the City Attorney for review.

**RECOMMENDATION:** For presentation. Given the amount of options to consider, Engineering would recommend to bring back to commission at a subsequent commission meeting with our recommendations on each of the options. That could be at our next regular meeting on May 7<sup>th</sup>, or a special meeting ahead of that could be called if preferred.

**SUGGESTED MOTION:** No suggested motion. If commission elected to, Century Code would allow approval at this meeting. In that case, the motion would be as seen below.

Move to approve the Resolution approving contract and contractor’s bond for Street Improvement District 213 Project No. 2018-07 (Southside) and award the contract to

\_\_\_\_\_.

City of Mandan Street Improvement District (SID) No. 213  
Table of Bid Results and Resulting Costs

Bid Opening Date: April 10, 2019

Description	Northern Improvement	Mariner Construction
Base Bid	\$ 6,078,757.00	\$ 6,260,587.93
Cement Stabilized Base Alternate 1	\$ (482,813.00)	\$ (811,730.20)
Reduced Storm Sewer Size Alternate 2	\$ (420,259.10)	\$ (376,188.23)
Alley Resurfacing Alternate 3	\$ 289,472.40	\$ 357,767.55
Lighting Alternate 4	\$ 88,960.50	\$ 81,680.00
Sanitary Sewer Extension Alternate 5	\$ 69,506.60	\$ 68,187.00

Summary of Costs Not to Be Assessed in the Overall Project Assessment

Base Bid	Northern Improvement	Mariner Construction
Part C - Water Main & Sanitary Sewer Improvements	\$ 411,976.60	\$ 404,178.40
Part D - Park District Improvements	\$ 448,803.70	\$ 475,101.35
Part F - 2020 Park District Seal Coat & Striping	\$ 56,001.10	\$ 57,516.65
Total	\$ 916,781.40	\$ 936,796.40
Alternate 4: Lighting	\$ 88,960.50	\$ 81,680.00
Alternate 5: Sanitary	\$ 69,506.60	\$ 68,187.00
Base Bid + Alternate 4	\$ 1,005,741.90	\$ 1,018,476.40
Base Bid + Alternate 5	\$ 986,288.00	\$ 1,004,983.40
Base Bid + Alternate 4 & 5	\$ 1,075,248.50	\$ 1,086,663.40

Summary of Project Cost With Cost Saving Alternates

	Northern Improvement Company				% Below Noticed	Mariner Construction				% Below Noticed
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down		Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down	
Base Bid	\$ 6,078,757.00	\$ 5,161,975.60	\$ 6,968,667.06	\$ 5,468,667.06	22%	\$ 6,260,587.93	\$ 5,323,791.53	\$ 7,187,118.57	\$ 5,687,118.57	
Base Bid + Cement Stabilized Base	\$ 5,595,944.00	\$ 4,679,162.60	\$ 6,316,869.51	\$ 4,816,869.51		\$ 5,448,857.73	\$ 4,512,061.33	\$ 6,091,282.80	\$ 4,591,282.80	35%
Base Bid + Reduced Storm Sewer Size	\$ 5,658,497.90	\$ 4,741,716.50	\$ 6,401,317.28	\$ 4,901,317.28	30%	\$ 5,884,399.70	\$ 4,947,603.30	\$ 6,679,264.46	\$ 5,179,264.46	
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,175,684.90	\$ 4,258,903.50	\$ 5,749,519.73	\$ 4,249,519.73		\$ 5,072,669.50	\$ 4,135,873.10	\$ 5,583,428.69	\$ 4,083,428.69	42%

Summary of Total Project Costs Adding Alley Resurfacing

	Northern Improvement Company				% Below Noticed	Mariner Construction				% Below Noticed
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down		Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down	
Base Bid	\$ 6,368,229.40	\$ 5,451,448.00	\$ 7,359,454.80	\$ 5,859,454.80	16%	\$ 6,618,355.48	\$ 5,681,559.08	\$ 7,670,104.76	\$ 6,170,104.76	
Base Bid + Cement Stabilized Base	\$ 5,885,416.40	\$ 4,968,635.00	\$ 6,707,657.25	\$ 5,207,657.25		\$ 5,806,625.28	\$ 4,869,828.88	\$ 6,574,268.99	\$ 5,074,268.99	28%
Base Bid + Reduced Storm Sewer Size	\$ 5,947,970.30	\$ 5,031,188.90	\$ 6,792,105.02	\$ 5,292,105.02	25%	\$ 6,242,167.25	\$ 5,305,370.85	\$ 7,162,250.65	\$ 5,662,250.65	
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,465,157.30	\$ 4,548,375.90	\$ 6,140,307.47	\$ 4,640,307.47		\$ 5,430,437.05	\$ 4,493,640.65	\$ 6,066,414.88	\$ 4,566,414.88	35%

Summary of Total Project Costs Adding Lighting

	Northern Improvement Company				% Below Noticed	Mariner Construction				% Below Noticed
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down		Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down	
Base Bid	\$ 6,167,717.50	\$ 5,250,936.10	\$ 7,088,763.74	\$ 5,588,763.74		\$ 6,342,267.93	\$ 5,405,471.53	\$ 7,297,386.57	\$ 5,797,386.57	
Base Bid + Cement Stabilized Base	\$ 5,684,904.50	\$ 4,768,123.10	\$ 6,436,966.19	\$ 4,936,966.19		\$ 5,530,537.73	\$ 4,593,741.33	\$ 6,201,550.80	\$ 4,701,550.80	
Base Bid + Reduced Storm Sewer Size	\$ 5,747,458.40	\$ 4,830,677.00	\$ 6,521,413.95	\$ 5,021,413.95		\$ 5,966,079.70	\$ 5,029,283.30	\$ 6,789,532.46	\$ 5,289,532.46	
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,264,645.40	\$ 4,347,864.00	\$ 5,869,616.40	\$ 4,369,616.40		\$ 5,154,349.50	\$ 4,217,553.10	\$ 5,693,696.69	\$ 4,193,696.69	

Summary of Total Project Costs Adding Sanitary Sewer Extension

	Northern Improvement Company				% Below Noticed	Mariner Construction				% Below Noticed
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down		Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down	
Base Bid	\$ 6,148,263.60	\$ 5,231,482.20	\$ 7,062,500.97	\$ 5,562,500.97		\$ 6,328,774.93	\$ 5,391,978.53	\$ 7,279,171.02	\$ 5,779,171.02	
Base Bid + Cement Stabilized Base	\$ 5,665,450.60	\$ 4,748,669.20	\$ 6,410,703.42	\$ 4,910,703.42		\$ 5,517,044.73	\$ 4,580,248.33	\$ 6,183,335.25	\$ 4,683,335.25	
Base Bid + Reduced Storm Sewer Size	\$ 5,728,004.50	\$ 4,811,223.10	\$ 6,495,151.19	\$ 4,995,151.19		\$ 5,952,586.70	\$ 5,015,790.30	\$ 6,771,316.91	\$ 5,271,316.91	
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,245,191.50	\$ 4,328,410.10	\$ 5,843,353.64	\$ 4,343,353.64		\$ 5,140,856.50	\$ 4,204,060.10	\$ 5,675,481.14	\$ 4,175,481.14	

Summary of Total Project Costs Adding Alley Resurfacing & Lighting

	Northern Improvement Company				% Below Noticed	Mariner Construction				% Below Noticed
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down		Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down	
Base Bid	\$ 6,457,189.90	\$ 5,540,408.50	\$ 7,479,551.48	\$ 5,979,551.48		\$ 6,700,035.48	\$ 5,763,239.08	\$ 7,780,372.76	\$ 6,280,372.76	
Base Bid + Cement Stabilized Base	\$ 5,974,376.90	\$ 5,057,595.50	\$ 6,827,753.93	\$ 5,327,753.93		\$ 5,888,305.28	\$ 4,951,508.88	\$ 6,684,536.99	\$ 5,184,536.99	

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Base Bid + Reduced Storm Sewer Size	\$ 6,036,930.80	\$ 5,120,149.40	\$ 6,912,201.69	\$ 5,412,201.69
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,554,117.80	\$ 4,637,336.40	\$ 6,260,404.14	\$ 4,760,404.14

\$ 6,323,847.25	\$ 5,387,050.85	\$ 7,272,518.65	\$ 5,772,518.65
\$ 5,512,117.05	\$ 4,575,320.65	\$ 6,176,682.88	\$ 4,676,682.88

Summary of Total Project Costs Adding Alley Resurfacing & Sanitary Sewer Extension

Northern Improvement Company				
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down
Base Bid	\$ 6,437,736.00	\$ 5,520,954.60	\$ 7,453,288.71	\$ 5,953,288.71
Base Bid + Cement Stabilized Base	\$ 5,954,923.00	\$ 5,038,141.60	\$ 6,801,491.16	\$ 5,301,491.16
Base Bid + Reduced Storm Sewer Size	\$ 6,017,476.90	\$ 5,100,695.50	\$ 6,885,938.93	\$ 5,385,938.93
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,534,663.90	\$ 4,617,882.50	\$ 6,234,141.38	\$ 4,734,141.38

Mariner Construction				
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down
Base Bid	\$ 6,686,542.48	\$ 5,749,746.08	\$ 7,762,157.21	\$ 6,262,157.21
Base Bid + Cement Stabilized Base	\$ 5,874,812.28	\$ 4,938,015.88	\$ 6,666,321.44	\$ 5,166,321.44
Base Bid + Reduced Storm Sewer Size	\$ 6,310,354.25	\$ 5,373,557.85	\$ 7,254,303.10	\$ 5,754,303.10
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,498,624.05	\$ 4,561,827.65	\$ 6,158,467.33	\$ 4,658,467.33

Summary of Total Project Costs Adding Lighting & Sanitary Sewer Extension

Northern Improvement Company				
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down
Base Bid	\$ 6,237,224.10	\$ 5,320,442.70	\$ 7,182,597.65	\$ 5,682,597.65
Base Bid + Cement Stabilized Base	\$ 5,754,411.10	\$ 4,837,629.70	\$ 6,530,800.10	\$ 5,030,800.10
Base Bid + Reduced Storm Sewer Size	\$ 5,816,965.00	\$ 4,900,183.60	\$ 6,615,247.86	\$ 5,115,247.86
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,334,152.00	\$ 4,417,370.60	\$ 5,963,450.31	\$ 4,463,450.31

Mariner Construction				
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down
Base Bid	\$ 6,410,454.93	\$ 5,473,658.53	\$ 7,389,439.02	\$ 5,889,439.02
Base Bid + Cement Stabilized Base	\$ 5,598,724.73	\$ 4,661,928.33	\$ 6,293,603.25	\$ 4,793,603.25
Base Bid + Reduced Storm Sewer Size	\$ 6,034,266.70	\$ 5,097,470.30	\$ 6,881,584.91	\$ 5,381,584.91
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,222,536.50	\$ 4,285,740.10	\$ 5,785,749.14	\$ 4,285,749.14

Summary of Total Project Costs Adding Alley Resurfacing, Lighting & Sanitary Sewer Extension

Northern Improvement Company				
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down
Base Bid	\$ 6,526,696.50	\$ 5,609,915.10	\$ 7,573,385.39	\$ 6,073,385.39
Base Bid + Cement Stabilized Base	\$ 6,043,883.50	\$ 5,127,102.10	\$ 6,921,587.84	\$ 5,421,587.84
Base Bid + Reduced Storm Sewer Size	\$ 6,106,437.40	\$ 5,189,656.00	\$ 7,006,035.60	\$ 5,506,035.60
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,623,624.40	\$ 4,706,843.00	\$ 6,354,238.05	\$ 4,854,238.05

Mariner Construction				
	Bid	Bid Minus Non-assessed Costs	Added Eng., Admin Costs	Minus \$1.5 million Buy Down
Base Bid	\$ 6,768,222.48	\$ 5,831,426.08	\$ 7,872,425.21	\$ 6,372,425.21
Base Bid + Cement Stabilized Base	\$ 5,956,482.28	\$ 5,019,695.88	\$ 6,776,589.44	\$ 5,276,589.44
Base Bid + Reduced Storm Sewer Size	\$ 6,392,034.25	\$ 5,455,237.85	\$ 7,364,571.10	\$ 5,864,571.10
Base Bid + Cement Stabilized Base + Reduced Storm	\$ 5,580,304.05	\$ 4,643,507.65	\$ 6,268,735.33	\$ 4,768,735.33



**BID TABULATION**  
**Street Improvement District 213, Project 2018-07; Roadway Reconstruction and Rehabilitation**  
**Mandan, North Dakota**  
**Project No. 20301**  
**Bid Date: April 10, 2019**

Northern Improvement Company - Bismarck  
 PO Box 1254  
 Bismarck, ND 58502

Mariner Construction  
 1771 Cavalry Dr  
 Bismarck, ND 58504

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
<b>BASE BID</b>							
<b>Part A - Roadway Improvements</b>							
1.	261.0112	Fiber Rolls 12In	LF	300	\$2.70	\$810.00	\$3.15 \$945.00
2.	708.1540	Inlet Protection-Special	EA	50	\$133.80	\$6,690.00	\$215.00 \$10,750.00
3.	201.0390	Removal of Trees 30In	EA	8	\$1,016.50	\$8,132.00	\$2,000.00 \$16,000.00
4.	202.0114	Removal of Concrete Pavement	SY	5,410	\$23.10	\$124,971.00	\$19.80 \$107,118.00
5.	202.0130	Removal of Curb & Gutter	LF	14,300	\$3.50	\$50,050.00	\$3.30 \$47,190.00
6.	202.0132	Removal of Bituminous Surfacing	SY	1,000	\$3.70	\$3,700.00	\$2.60 \$2,600.00
7.	203.0109	Topsoil	CY	2,138	\$11.50	\$24,587.00	\$22.10 \$47,249.80
8.	203.0101	Common Excavation-Type A	CY	15,700	\$9.70	\$152,290.00	\$19.46 \$305,522.00
9.	230.00001	Subgrade Preparation-Type A-12In	SY	74,140	\$2.20	\$163,108.00	\$2.60 \$192,764.00
10.	302.0120	Aggregate Base Course CI 5	TON	17,800	\$19.60	\$348,880.00	\$22.00 \$391,600.00
11.	306.0370	Remove And Relay Blended Material	SY	56,600	\$7.70	\$435,820.00	\$8.52 \$482,232.00
12.	709.0161	Geosynthetic Material Type S1	SY	74,140	\$1.20	\$88,968.00	\$1.90 \$140,866.00
13.	411.0114	Milling Pavement Surface - 2 Inch	SY	5,295	\$2.10	\$11,119.50	\$1.85 \$9,795.75
14.	430.0043	Superpave FAA 43	TON	16,500	\$78.70	\$1,298,550.00	\$73.20 \$1,207,800.00
15.	430.1000	Cored Sample	EA	60	\$69.60	\$4,176.00	\$68.25 \$4,095.00
16.	730.00001	Patching	SY	600	\$59.50	\$35,700.00	\$82.88 \$49,728.00
17.	748.00001	Valley Gutter Special	SY	1,100	\$60.20	\$66,220.00	\$76.50 \$84,150.00
18.	748.0140	Curb & Gutter-Type I	LF	14,300	\$28.90	\$413,270.00	\$23.20 \$331,760.00
19.	750.0030	Pigmented Imprinted Concrete	SY	106	\$96.30	\$10,207.80	\$116.00 \$12,296.00
20.	750.0115	Sidewalk Concrete 4In	SY	1,790	\$41.50	\$74,285.00	\$54.00 \$96,660.00
21.	750.1000	Driveway Concrete	SY	1,230	\$50.20	\$61,746.00	\$63.00 \$77,490.00
22.	750.2115	Detectable Warning Panels	SF	940	\$24.60	\$23,124.00	\$24.00 \$22,560.00
23.	762.1325	Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	420	\$30.50	\$12,810.00	\$30.00 \$12,600.00
24.	1202-4.2	Seeding Class II	SY	12,830	\$1.10	\$14,113.00	\$1.05 \$13,471.50
25.	1204-4.1	Mulching	SY	12,830	\$1.10	\$14,113.00	\$1.05 \$13,471.50
26.	704.1100	Traffic Control	L SUM	1	\$27,818.90	\$27,818.90	\$32,000.00 \$32,000.00
27.	1206	Furnish And Adjust Manhole Casting In Asphalt Pavement	EA	5	\$988.20	\$4,941.00	\$1,200.00 \$6,000.00

[C]=Corrected Amount

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Meeting Date: April 16, 2019

Subject: Consider bids for Street Improvement District No. 213, Project No. 2018-07 (Southside).

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**BID TABULATION**  
 Street Improvement District 213, Project 2018-07; Roadway Reconstruction and Rehabilitation  
 Mandan, North Dakota  
 Project No. 20301  
 Bid Date: April 10, 2019

Northern Improvement Company - Bismarck  
 PO Box 1254  
 Bismarck, ND 58502

Mariner Construction  
 1771 Cavalry Dr  
 Bismarck, ND 58504

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
28. 750.1021 Driveway Concrete 8In Reinforced	SY	25	\$67.40	\$1,685.00	\$85.00	\$2,125.00
29. 1206-4.1 Adjust Manhole Casting in Asphalt Pavement	EA	20	\$663.40	\$13,268.00	\$650.00	\$13,000.00
30. 1206-4.11 Adjust Valve Box in Asphalt Pavement	EA	60	\$264.30	\$15,858.00	\$120.00	\$7,200.00
31. 430-XXXX Asphalt Crack Rehabilitation	LF	750	\$8.00	\$6,000.00	\$15.80	\$11,850.00
32. 12000 Mobilization	L SUM	1	\$173,582.80	\$173,582.80	\$160,200.00	\$160,200.00
33. 15000 Storm Water Management	L SUM	1	8,825.00	\$8,825.00	\$14,000.00	\$14,000.00
<b>Total Part A Construction</b>				<b>\$3,699,419.00</b>		<b>\$3,927,089.55</b>
<b>Part B - Storm Sewer Improvements</b>						
1. 258.0100 Concrete Slope Protection - Remove & Replace	SY	30	\$252.40	\$7,572.00	\$90.00	\$2,700.00
2. 802-4.1 12 Inch Storm Sewer Pipe	LF	1,072	\$65.30	\$70,001.60	\$62.83	\$67,353.76
3. 802-4.2 15 Inch Storm Sewer Pipe	LF	292	\$58.90	\$17,198.80	\$56.65	\$16,541.80
4. 802-4.3 18 Inch Storm Sewer Pipe	LF	763	\$66.30	\$50,586.90	\$63.86	\$48,725.18
5. 802-4.4 24 Inch Storm Sewer Pipe	LF	693	\$70.60	\$48,925.80	\$67.98	\$47,110.14
6. 802-4.6 30 Inch Storm Sewer Pipe	LF	1,973	\$94.20	\$185,856.60	\$90.64	\$178,832.72
7. 802-4.7 36 Inch Storm Sewer Pipe	LF	1,002	\$126.30	\$126,552.60	\$121.54	\$121,783.08
8. 802-4.8 42 Inch Storm Sewer Pipe	LF	536	\$176.60	\$94,657.60	\$169.95	\$91,093.20
9. 802-4.9 48 Inch Storm Sewer Pipe	LF	919	\$143.40	\$131,784.60	\$138.02	\$126,840.38
10. 802-4.10 54 Inch Storm Sewer Pipe	LF	136	\$267.50	\$36,380.00	\$257.50	\$35,020.00
11. 802-4.25 29 x 18 Inch Arch Storm Sewer Pipe	LF	61	\$206.50	\$12,596.50	\$198.79	\$12,126.19
12. 802-4.26 36 x 23 Inch Arch Storm Sewer Pipe	LF	53	\$481.50	\$25,519.50	\$463.50	\$24,565.50
13. 802-4.51 18 Inch Flared End Section	EA	2	\$1,348.20	\$2,696.40	\$1,297.80	\$2,595.60
14. 802-4.52 24 Inch Flared End Section & Trash Rack	EA	1	\$2,450.30	\$2,450.30	\$2,358.70	\$2,358.70
15. 802-4.53 54 Inch Flared End Section	EA	1	\$3,521.40	\$3,521.40	\$3,389.73	\$3,389.73
16. 802-4.94 Rip Rap - Type M	TON	5	\$428.00	\$2,140.00	\$412.00	\$2,060.00
17. 901-4.78 Insulate Water Main Or Service	LF	200	\$21.40	\$4,280.00	\$20.60	\$4,120.00
18. 901-X.XX Adjust Water Main (12 Inch and Under)	EA	4	\$9,309.00	\$37,236.00	\$8,961.00	\$35,844.00
19. 901-X.XX Adjust Water Main (Over 12 Inch)	EA	1	\$16,799.00	\$16,799.00	\$16,171.00	\$16,171.00
20. 1205-4.1 (A) Concrete Manhole (30" Dia)	EA	1	\$2,354.00	\$2,354.00	\$2,266.00	\$2,266.00
21. 1205-4.1 (B) Concrete Manhole (48" Dia)	EA	8	\$3,745.00	\$29,960.00	\$3,605.00	\$28,840.00

[C]=Corrected Amount

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Subject: Consider bids for Street Improvement District No. 213, Project No. 2018-07 (Southside).

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**BID TABULATION**  
 Street Improvement District 213, Project 2018-07; Roadway Reconstruction and Rehabilitation  
 Mandan, North Dakota  
 Project No. 20301  
 Bid Date: April 10, 2019

Northern Improvement Company - Bismarck  
 PO Box 1254  
 Bismarck, ND 58502

Mariner Construction  
 1771 Cavalry Dr  
 Bismarck, ND 58504

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
22. 1205-4.1 (D) Concrete Manhole (60" Dia)	EA	6	\$6,741.00	\$40,446.00	\$6,489.00	\$38,934.00
23. 1205-4.1 (E) Concrete Manhole (72" Dia)	EA	7	\$8,239.00	\$57,673.00	\$7,931.00	\$55,517.00
24. 1205-4.1 (F) Concrete Manhole (84" Dia)	EA	4	\$9,630.00	\$38,520.00	\$9,270.00	\$37,080.00
25. 1205-4.1 (G) Concrete Manhole (96" Dia)	EA	4	\$13,589.00	\$54,356.00	\$13,081.00	\$52,324.00
26. 1205-4.1 (H) Concrete Manhole (108" Dia)	EA	1	\$19,474.00	\$19,474.00	\$18,746.00	\$18,746.00
27. 1205-4.7 Type 36" Inlet	EA	30	\$3,718.30	\$111,549.00	\$3,244.50	\$97,335.00
28. 1205-4.8 Type 72" Inlet	EA	4	\$6,099.00	\$24,396.00	\$5,459.00	\$21,836.00
29. 1205-4.12 15 Inch Slotted Drain	LF	20	\$428.00	\$8,560.00	\$412.00	\$8,240.00
30. 1209-X.XX Adjust Water Service	EA	10	\$4,280.00	\$42,800.00	\$4,120.00	\$41,200.00
31. 1209-X.XX Sanitary Sewer Service Repair	EA	4	\$3,745.00	\$14,980.00	\$3,605.00	\$14,420.00
<b>Total Part B Construction</b>				<b>\$1,321,823.60</b>		<b>\$1,255,968.98</b>
<b>Part C - Water Main &amp; Sanitary Sewer Improvements</b>						
1. 203.0505 Exploratory Excavation	HR	4	\$856.00	\$3,424.00	\$840.00	\$3,360.00
2. 724.0430 Remove Hydrant	EA	2	\$1,712.00	\$3,424.00	\$1,680.00	\$3,360.00
3. 801-XXXX Connect To Existing Manhole	EA	1	\$3,210.00	\$3,210.00	\$3,150.00	\$3,150.00
4. 801-XXXX Sanitary Sewer Main Repair	EA	1	\$10,700.00	\$10,700.00	\$10,500.00	\$10,500.00
5. 801-4.1 8 Inch Sanitary Sewer Pipe	LF	45	\$254.70	\$11,461.50	\$250.00	\$11,250.00
6. 801-4.61 Subcut Gravel	TON	100	\$40.70	\$4,070.00	\$40.00	\$4,000.00
7. 901-4.10 6 Inch Water Main	LF	38	\$144.50	\$5,491.00	\$141.75	\$5,386.50
8. 901-4.11 8 Inch Water Main	LF	2,675	\$94.20	\$251,985.00	\$92.40	\$247,170.00
9. 901-4.12 12 Inch Water Main	LF	9	\$301.70	\$2,715.30	\$296.10	\$2,664.90
10. 901-4.50 6 Inch Gate Valve And Box	EA	3	\$1,476.60	\$4,429.80	\$1,449.00	\$4,347.00
11. 901-4.51 8 Inch Gate Valve And Box	EA	13	\$1,979.50	\$25,733.50	\$1,942.50	\$25,252.50
12. 901-4.70 6-Inch Hydrant	EA	2	\$6,366.50	\$12,733.00	\$6,247.50	\$12,495.00
13. 1209-4.6 8 Inch Sewer Pipe Bend	EA	2	\$53.50	\$107.00	\$52.50	\$105.00
14. 1209-4.11 1 Inch Water Service Line	LF	300	\$53.50	\$16,050.00	\$52.50	\$15,750.00

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**BID TABULATION**

Street Improvement District 213, Project 2018-07; Roadway Reconstruction and Rehabilitation  
 Mandan, North Dakota  
 Project No. 20301  
 Bid Date: April 10, 2019

Northern Improvement Company - Bismarck  
 PO Box 1254  
 Bismarck, ND 58502

Mariner Construction  
 1771 Cavalry Dr  
 Bismarck, ND 58504

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
15. 1209-4.40 1 Inch Water Service Connection	EA	40	\$1,391.00	\$55,640.00	\$1,365.00	\$54,600.00
16. 1209-4.50 1 Inch Curb Stop And 1 Inch Curb Box	EA	3	\$267.50	\$802.50	\$262.50	\$787.50
<b>Total Part C Construction</b>				<b>\$411,976.60</b>		<b>\$404,178.40</b>
<b>Part D - Park District Improvements</b>						
1. 201.0390 Removal of Trees 30In	EA	2	\$1,016.50	\$2,033.00	\$2,000.00	\$4,000.00
2. 202.0132 Removal of Bituminous Surfacing	SY	455	\$4.00	\$1,820.00	\$3.20	\$1,456.00
3. 203.0109 Topsoil	CY	460	\$11.50	\$5,290.00	\$22.10	\$10,166.00
4. 203.0101 Common Excavation-Type A	CY	510	\$9.70	\$4,947.00	\$21.05	\$10,735.50
5. 230.00001 Subgrade Preparation-Type A-12In	SY	1,280	\$2.20	\$2,816.00	\$2.80	\$3,584.00
6. 261.0112 Fiber Rolls 12In	LF	420	\$2.70	\$1,134.00	\$3.15	\$1,323.00
7. 306.0510 Full Depth Reclamation	SY	1,082	\$2.20	\$2,380.40	\$8.00	\$8,656.00
8. 411.0114 Milling Pavement Surface - 2 Inch	SY	4,195	\$2.10	\$8,809.50	\$1.85	\$7,760.75
9. 430.0043 Superpave FAA 43 (Levelling)	TON	216	\$119.70	\$25,855.20	\$83.00	\$17,928.00
10. 430.0043 Superpave FAA 43	TON	3,685	\$78.70	\$290,009.50	\$76.40	\$281,534.00
11. 430.1000 Cored Sample	EA	10	\$69.60	\$696.00	\$68.25	\$682.50
12. 730.00001 Patching	SY	670	\$59.50	\$39,865.00	\$82.88	\$55,529.60
13. 1202-4.2 Seeding Class II	SY	5,490	\$1.10	\$6,039.00	\$1.05	\$5,764.50
14. 1204-4.1 Mulching	SY	5,490	\$1.10	\$6,039.00	\$1.05	\$5,764.50
15. 430-XXXX Asphalt Crack Rehabilitation	LF	350	\$8.00	\$2,800.00	\$15.80	\$5,530.00
16. 302.0120 Aggregate Base Course CI 5	TON	1,250	\$23.50	\$29,375.00	\$24.50	\$30,625.00
17. 754.9095 Signing	LS	1	\$551.10	\$551.10	\$2,400.00	\$2,400.00
18. 203.0710 Ditching	LF	250	\$11.60	\$2,900.00	\$25.00	\$6,250.00
19. 709.0151 Geosynthetic Material Type R1	SY	1,280	\$1.30	\$1,664.00	\$2.05	\$2,624.00
20. 203.0119 Topsoil - Imported	CY	280	\$23.50	\$6,580.00	\$22.10	\$6,188.00
21. 302.XXXX Grading Existing Gravel Surface (Lot 3 Approximation)	SY	3,000	\$2.40	\$7,200.00	\$2.20	\$6,600.00
<b>Total Part D Construction</b>				<b>\$448,803.70</b>		<b>\$475,101.35</b>
<b>Part E - 2020 Roadway Seal Coat</b>						
1. 420.0405 Seal Coat	SY	74,070	\$1.90	\$140,733.00	\$1.90	\$140,733.00
<b>Total Part E Construction</b>				<b>\$140,733.00</b>		<b>\$140,733.00</b>

[C]=Corrected Amount

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**BID TABULATION**  
 Street Improvement District 213, Project 2018-07; Roadway Reconstruction and Rehabilitation  
 Mandan, North Dakota  
 Project No. 20301  
 Bid Date: April 10, 2019

Northern Improvement Company - Bismarck  
 PO Box 1254  
 Bismarck, ND 58502

Mariner Construction  
 1771 Cavalry Dr  
 Bismarck, ND 58504

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
<b>Part F - 2020 Park District Seal Coat &amp; Striping</b>						
1. 420.0405 Seal Coat	SY	19,925	\$2.60	\$51,805.00	\$2.69	\$53,598.25
2. 762.0103 Pvmnt Mk Painted-Message	SF	55	\$6.30	\$346.50	\$10.00	\$550.00
3. 762.1104 Pvmnt Mk Painted 4In Line	LF	9,624	\$0.40	\$3,849.60	\$0.35	\$3,368.40
			<b>Total Part F Construction</b>	<b>\$56,001.10</b>		<b>\$57,516.65</b>
<b>ALTERNATES</b>						
<b>Alternate 1: Cement Stabilized Base</b>						
1. 411.0118 Milling Pavement Surface - 4 Inch	SY	56,600	\$2.10	\$118,860.00	\$2.20	\$124,520.00
2. 12000 Mobilization	L SUM	1	\$25,200.00	\$25,200.00	\$33,900.00	\$33,900.00
3. 313213.16 Cement	TON	2,000	\$153.50	\$307,000.00	\$160.00	\$320,000.00
4. 313213.16 Cement Stabilized Base - 8In	SY	74,140	\$3.20	\$237,248.00	\$2.52	\$186,832.80
<b>Deductions of Base Bid Items</b>						
5. 230.00001 Subgrade Preparation-Type A-12In	SY	-74,140	\$2.20	(\$163,108.00)	\$2.60	(\$192,764.00)
6. 302.0120 Aggregate Base Course Cl 5	TON	-17,800	\$19.60	(\$348,880.00)	\$22.00	(\$391,600.00)
7. 709.0161 Geosynthetic Material Type S1	SY	-74,140	\$1.20	(\$88,968.00)	\$1.90	(\$140,866.00) [C]
8. 306.0370 Remove And Relay Blended Material	SY	-56,600	\$7.70	(\$435,820.00)	\$8.52	(\$482,232.00)
9. 203.0101 Common Excavation-Type A	CY	-13,850	\$9.70	(\$134,345.00)	\$19.46	(\$269,521.00)
			<b>Total Alternate 1 Construction</b>	<b>(\$482,813.00)</b>		<b>(\$811,730.20)</b>
<b>Alternate 2: Storm Sewer</b>						
1. 258.0100 Concrete Slope Protection - Remove & Replace	SY	30	\$252.40	\$7,572.00	\$90.00	\$2,700.00
2. 802-4.1 12 Inch Storm Sewer Pipe	LF	1,083	\$62.10	\$67,254.30	\$60.90	\$65,954.70
3. 802-4.2 15 Inch Storm Sewer Pipe	LF	4,690	\$65.30	\$306,257.00	\$64.05	\$300,394.50
4. 802-4.3 18 Inch Storm Sewer Pipe	LF	91	\$91.00	\$8,281.00	\$89.25	\$8,121.75
5. 802-4.4 24 Inch Storm Sewer Pipe	LF	1,688	\$82.40	\$139,091.20	\$80.85	\$136,474.80
6. 802-4.51 18 Inch Flared End Section	EA	2	\$1,348.20	\$2,696.40	\$1,323.00	\$2,646.00
7. 802-4.52 24 Inch Flared End Section & Trash Rack	EA	2	\$2,450.30	\$4,900.60	\$2,404.50	\$4,809.00
8. 802-4.94 Rip Rap - Type M	CY	5	\$428.00	\$2,140.00	\$420.00	\$2,100.00
9. 901-4.78 Insulate Water Main Or Service	LF	200	\$21.40	\$4,280.00	\$21.00	\$4,200.00
10. 901-X.XX Adjust Water Main (12 Inch and Under)	EA	4	\$9,309.00	\$37,236.00	\$9,135.00	\$36,540.00

[C]=Corrected Amount

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**BID TABULATION**  
 Street Improvement District 213, Project 2018-07; Roadway Reconstruction and Rehabilitation  
 Mandan, North Dakota  
 Project No. 20301  
 Bid Date: April 10, 2019

Northern Improvement Company - Bismarck  
 PO Box 1254  
 Bismarck, ND 58502

Mariner Construction  
 1771 Cavalry Dr  
 Bismarck, ND 58504

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
11. 901-X.XX Adjust Water Main (Over 12 Inch)	EA	1	\$16,799.00	\$16,799.00	\$16,485.00	\$16,485.00
12. 1205-4.1 (A) Concrete Manhole (30" Dia)	EA	1	\$2,354.00	\$2,354.00	\$2,310.00	\$2,310.00
13. 1205-4.1 (B) Concrete Manhole (48" Dia)	EA	23	\$3,852.00	\$88,596.00	\$3,780.00	\$86,940.00
14. 1205-4.1 (C) Concrete Manhole (60" Dia)	EA	4	\$6,741.00	\$26,964.00	\$6,615.00	\$26,460.00
15. 1205-4.1 (D) Concrete Manhole (72" Dia)	EA	1	\$8,025.00	\$8,025.00	\$7,875.00	\$7,875.00
16. 1205-4.7 Type 36" Inlet	EA	36	\$3,370.50	\$121,338.00	\$3,307.50	\$119,070.00
17. 1209-X.XX Adjust Water Service	EA	10	\$4,280.00	\$42,800.00	\$4,200.00	\$42,000.00
18. 1209-X.XX Sanitary Sewer Service Repair	EA	4	\$3,745.00	\$14,980.00	\$3,675.00	\$14,700.00
<b>Deductions of Base Bid Items</b>						\$0.00
Total Part B Construction	Total	-1	\$1,321,823.60	(\$1,321,823.60)	\$1,255,968.98	(\$1,255,968.98)
<b>Total Alternate 2 Construction</b>				<b>(\$420,259.10)</b>		<b>(\$376,188.23)</b>
<b>Alternate 3: Alley Resurfacing</b>						
1. 202.0114 Removal of Concrete Pavement	SY	54	\$23.10	\$1,247.40	\$36.00	\$1,944.00
2. 203.0103 Common Excavation-Type C	CY	545	\$9.70	\$5,286.50	\$21.00	\$11,445.00
3. 230.00001 Subgrade Preparation-Type A-12In	SY	1,950	\$2.20	\$4,290.00	\$2.65	\$5,167.50
4. 302.0120 Aggregate Base Course CI 5	TON	815	\$22.50	\$18,337.50	\$24.80	\$20,212.00
5. 306.0370 Remove And Relay Blended Material	SY	1,740	\$7.70	\$13,398.00	\$8.72	\$15,172.80
6. 709.0161 Geosynthetic Material Type S1	SY	1,950	\$1.20	\$2,340.00	\$1.95	\$3,802.50
7. 411.0105 Milling Pavement Surface	SY	7,425	\$2.10	\$15,592.50	\$1.90	\$14,107.50
8. 430.0043 Superpave FAA 43	TON	1,210	\$78.70	\$95,227.00	\$76.40	\$92,444.00
9. 430.1000 Cored Sample	EA	25	\$69.60	\$1,740.00	\$68.25	\$1,706.25
10. 730.00001 Patching	SY	2,200	\$56.50	\$124,300.00	\$82.88	\$182,336.00
11. 1206-4.1 Adjust Manhole Casting in Asphalt Pavement	EA	8	\$663.40	\$5,307.20	\$650.00	\$5,200.00
12. 750.0115 Sidewalk Concrete 4In	SY	35	\$41.50	\$1,452.50	\$72.00	\$2,520.00
13. 750.1000 Driveway Concrete	SY	19	\$50.20	\$953.80	\$90.00	\$1,710.00
<b>Total Alternate 3 Construction</b>				<b>\$289,472.40</b>		<b>\$357,767.55</b>
<b>Alternate 4: Lighting</b>						
1. Division 16 Type B1 Street Light Unit	EA	12	\$2,996.00	\$35,952.00	\$2,760.00	\$33,120.00
2. Division 16 Type B2 Street Light Unit	EA	3	\$2,996.00	\$8,988.00	\$3,300.00	\$9,900.00

[C]=Corrected Amount

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**BID TABULATION**  
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 Bid Date: April 10, 2019

Northern Improvement Company - Bismarck  
 PO Box 1254  
 Bismarck, ND 58502

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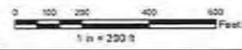
BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED		BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
		QUANTITY					
3. Division 16 #4 AWG Copper Conductor Circuitry for Street Lights (240volt)	LF	2,850		\$4.30	\$12,255.00	\$5.00	\$14,250.00
4. Division 16 Trenching - minimum 27" deep	LF	2,455		\$4.30	\$10,556.50	\$2.00	\$4,910.00
5. Division 16 2" PVC Conduit Laid in Trench	LF	350		\$1.90	\$665.00	\$10.00	\$3,500.00
6. Division 16 Junction Box	EA	1		\$963.00	\$963.00	\$1,000.00	\$1,000.00
7. Division 16 New Feed Point	EA	1		\$13,268.00	\$13,268.00	\$8,500.00	\$8,500.00
8. Division 16 Spare Type B Pole	EA	2		\$1,819.00	\$3,638.00	\$2,000.00	\$4,000.00
9. Division 16 Spare Type B1 Lyminaire	EA	5		\$535.00	\$2,675.00	\$500.00	\$2,500.00
<b>Total Alternate 4 Construction</b>					<b>\$88,960.50</b>		<b>\$81,680.00</b>
<b>Alternate 5: Sanitary Sewer Improvements</b>							
1. 801-4.1 8 Inch Sanitary Sewer Pipe	LF	520		\$69.60	\$36,192.00	\$68.25	\$35,490.00
2. 801-4.50 8 Inch x 6 Inch Wye Branch	EA	3		\$171.20	\$513.60	\$168.00	\$504.00
3. 801-4.64 Televiser Sewer Main	LF	520		\$3.20	\$1,664.00	\$3.15	\$1,638.00
4. 1205-4.2 Concrete Manhole With Monolithic Base	EA	3		\$5,029.00	\$15,087.00	\$4,935.00	\$14,805.00
5. 1209-4.1 6 Inch Sewer Service Pipe	LF	100		\$160.50	\$16,050.00	\$157.50	\$15,750.00
<b>Total Alternate 5 Construction</b>					<b>\$69,506.60</b>		<b>\$68,187.00</b>
<b>TOTAL BASE BID</b>					<b>\$6,078,757.00</b>		<b>\$6,260,587.93</b>
<b>TOTAL BASE BID + ALTERNATE NO. 1</b>					<b>\$5,595,944.00</b>		<b>\$5,448,857.73</b>
<b>TOTAL BASE BID + ALTERNATE NO. 2</b>					<b>\$5,658,497.90 [C]</b>		<b>\$5,884,399.70</b>
<b>TOTAL BASE BID + ALTERNATE NO. 1 &amp; 2</b>					<b>\$5,175,684.90</b>		<b>\$5,072,669.50</b>
<b>ALTERNATE NO. 3</b>					<b>\$289,472.40</b>		<b>\$357,767.55</b>
<b>ALTERNATE NO. 4</b>					<b>\$88,960.50</b>		<b>\$81,680.00</b>
<b>ALTERNATE NO. 5</b>					<b>\$69,506.60</b>		<b>\$68,187.00</b>



STREET  
IMPROVEMENT  
DISTRICT 213  
BOUNDARY

**Legend**  
 Assessment Boundary  
 Parcels  
 City Lines

**SOUTH MANDAN STREET RECONSTRUCTION**  
 MORTON COUNTY, NORTH DAKOTA





**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 <i>Prairie Patriot Firearms</i>			
Street <i>3930 Memorial Hwy</i>	City <i>Mandan</i>	ZIP Code <i>ND</i>	County <i>Morton</i>
Beginning Date(s) Authorized <i>5/16/19</i>	Ending Date(s) Authorized <i>5/16/19</i>	Number of twenty-one tables if zero, enter "0": <i>0</i>	
Specific location where games of chance will be conducted and played at the site (required) <i>within the training center</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <i>5-16-19</i>			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**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 M. Severson</i>		Site Name <i>Trainie Patriot</i>		Site Phone Number <i>701.712.8600</i>
Site Address <i>3930 Memorial Hwy</i>		City <i>Mayland</i>	State <i>ND</i>	Zip Code <i>58554</i>
Organization (Lessee) <i>Mule Deer Foundation</i>		Rental Period <i>5/16/19 to 5/16/19</i>		County <i>MORTON</i>
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"/>		
<b>TERMS OF RENTAL AGREEMENT:</b>				
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>Josette M. Severson</i>		Title <i>Owner, Trainie Patriot</i>		Date <i>2-19-19</i>
Signature of Lessee <i>[Signature]</i>		Title <i>President/CEO</i>		Date <i>2-19-19</i>

(over)



INTERNATIONAL  
ECONOMIC DEVELOPMENT  
COUNCIL



## Resolution for Economic Development Week – May 6-11

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### Resolution

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions;

NOW, THEREFORE, BE IT RESOLVED that I, Tim Helbling, Mayor of Mandan, North Dakota do hereby proclaim May 6–11, 2019 as “Economic Development Week” in the City of Mandan and remind individuals of the importance of this community celebration which supports expanding career opportunities and improving quality of life.

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Tim Helbling  
Mayor of Mandan

**About Economic Development Week:** Economic Development Week is an event created by the International Economic Development Council to celebrate the achievements of economic developers. The event will occur for the third time from May 6-11, 2019. Information can be found at [www.iedconline.org/edw](http://www.iedconline.org/edw).



**LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 17926 (10/2012)

Type:     Local Permit    \*  Charity Local Permit

Permit Number  
2019-25

Name of Organization Dakota Vipers		Date(s) Authorized (Read instruction 2)		
Contact Person Melissa Ahonen	Business Phone Number (701) 400-0084	6/15/2019 Beginning	to	6/15/2019 Ending
Mailing Address 156 Allen Dr	City Lincoln	State ND	Zip Code 58504-9118	
Site Name Prairie West Golf Course	Site Address 2709 Longspur Trail			
City Mandan	State ND	ZIP Code 58554-0000	County Morton County	
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.				
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*				
Restriction:				
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <b>and</b> Office of Attorney General within 30 days of the event.				
Date 4/12/2019	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor	Printed Name of City or County Auditor Lori Flaten		Auditor Telephone Number (701) 667-3455

Please see the instructions on the backside of this form on how to complete the Permit.  
 For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" below.

-----  
 cut along this line

**INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:**

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or four thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty dollars, an organization may state the total number of minor prizes and their total retail price;
5. For a licensed organization, print "office of attorney general" and license number. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on a same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the department of transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of minimum age, a statement that a person must be at least "\_\_\_" years of age to buy a ticket, or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or four thousand dollars.



# APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2016)

Rec  
+  
p2  
4.11.19

Application for:  Local Permit  Charity Local Permit (one event per year)

Name of Non-profit Organization <b>Dakota Vipers</b>		Date(s) of Activity to		For a raffle, provide drawing date(s): <b>06/15/2019</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Melissa Ahonen</b>		Title <b>Founder</b>		Business Phone Number <b>(701) 400-0084</b>	
Business Address <b>156 Allen Dr</b>		City <b>Lincoln</b>		State <b>ND</b>	Zip Code <b>58504-9118</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Prairie West Golf Course</b>		Site Address <b>2709 Longspur Trail</b>			
City <b>Mandan</b>		State <b>ND</b>	Zip Code <b>58554-4692</b>	County <b>Morton</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

### DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	50/50 Raffle	\$500.00			
Total:					(Limit \$12,000 per year) \$ <b>500.00</b>

**Intended uses of gaming proceeds:** All proceeds will be used to pay for our summer youth hockey team. The  
Dakota Vipers. Ice Time, Jerseys, and Tournament fees.

Does the organization presently have a state gaming license?  No  Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_ . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date <b>4-8-19</b>	Title <b>Founder</b>	Business Phone Number <b>701-400-0084</b>
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# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 11, 2019  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Mitch L. Bitz  
**PRESENTER:** Mitch L. Bitz Director of Public Works  
**SUBJECT:** Public Works Facility

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**STATEMENT/PURPOSE:** To consider terminating the contractual agreements with ICON Architectural Group relating the Mandan Public Works Facility expansion project.

**BACKGROUND/ALTERNATIVES:** In June of 2018 the City entered into an agreement with ICON Architectural Group to assist with design and planning for the expansion project. After extensive efforts have been exhausted to find a solution that fit the needs of the City of Mandan, staff recommends terminating this agreement to allow staff to re-evaluate the plans and to proceed forward in coordinating with another architectural firm. As it stands right now, we anticipate beginning construction in the fall of 2019 with completion in summer of 2020.

**ATTACHMENTS:** ICON Architectural Group agreement

**FISCAL IMPACT:** The contract can be terminated at the convenience of the City with no termination fee. We do owe ICON architects \$12K for their services they have provided thus far.

**STAFF IMPACT:** General staff coordination and communication

**LEGAL REVIEW:** Attorney Brown's office has reviewed these documents

**RECOMMENDATION:** To terminate agreements with ICON Architectural Group.

**SUGGESTED MOTION:** I make a motion to terminate the agreements with ICON Architectural Group



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 11, 2019  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Mitch L. Bitz  
**PRESENTER:** Mitch L. Bitz Director of Public Works  
**SUBJECT:** Public Works Facility –JIRAN Architects

**STATEMENT/PURPOSE:** To consider entering into agreement with Jiran Architects & Planners, PC of Mandan for architectural services related to the Mandan Public Works Facility expansion project.

**BACKGROUND/ALTERNATIVES:** After extensive efforts have been exhausted to try and salvage existing plans and specification, staff feels it is necessary start over and draft new plans and proceed forward. Jiran Architects has proposed to complete this task in a very aggressive time frame and for a flat fee of \$150,000. After we receive accurate plans for Jiran we will coordinate with the existing contractors and evaluate the feasibility of forward progress, if forward progress is not a viable option, we will at minimum have obtained fresh plans to use in the future. We anticipate if the timeline progresses as planned, beginning construction in the fall of 2019 with completion in summer of 2020.

**ATTACHMENTS:** Jiran Architect & Planning, PC agreement

**FISCAL IMPACT:** \$150,000 Funds are reserved in the HUB City fund specifically for the Public Works Expansion.

**STAFF IMPACT:** General staff coordination and communication

**LEGAL REVIEW:** Attorney Brown's office has reviewed these documents

**RECOMMENDATION:** To enter into an agreement with Jiran Architects & Planning, PC of Mandan.

**SUGGESTED MOTION:** I make a motion to enter into an agreement with Jiran Architects & Planning, PC of Mandan.

# Jiran Architects & Planners, PC

1431 Interstate Loop  
Bismarck, ND 58502  
(701) 258-7771  
(701) 258-1672 Fax  
e-mail: [jeff@jiranpc.com](mailto:jeff@jiranpc.com)

Mitch Bitz  
Director of Public Works  
City of Mandan  
411 6<sup>th</sup> Avenue SW  
Mandan, ND 58554

RE: Mandan Public Works Office and Shop Project Design Fee

Dear Mr. Bitz:

Thank you for the opportunity to present the City of Mandan with a proposal for design services regarding the proposed office addition and shop buildings project for the Public Works Department. As a 27 year resident of Mandan, I am always interested in being involved with projects in my home town.

This is not a typical project so I thought it important to state the history of events that have lead up to the point of contacting my office which are summarized as follows:

- Design work has already been completed by another firm for an office expansion, free standing metal building vehicle storage building, and a free standing road salt storage structure.
- The project was bid twice and came in well over budget but several contractors have been contracted
- The original design firm has been fired.
- Capital City Construction is under contract for the office addition with Fetzer Electric and Advanced Mechanical being sub-contractors for them.
- Missouri River Contracting has been contracted for the storage buildings and the vehicle storage building structure has already been purchased and is currently on site.
- Fetzer Electric and Advanced Mechanical have been contracted separately for the storage buildings
- Mandan Public Works would wish to work with contractors currently under contract and re-design the project by use of change orders rather than re-bidding the project again.
- Another Architectural firm has been hired to take over the project, re-design it, and issue change orders to current contractors to complete the project but have indicated that they cannot complete the work for at least 5 months.
- Interstate Engineering is currently under contract for the civil and site design work.
- Jiran Architects has been asked to submit a fee proposal to take over the design and contract administration of the project, complete revised drawings within 60 days, and evaluate change order proposals from the contractors currently in place.

As you can see, this project has a number of complexities associated with it. Jiran Architects and our consulting Engineers are ready however to take on this challenge and begin work immediately. The scope of work that we are basing our fee on will include the following:

- Design an approximately 7,000 s.f. single story new office addition that will be connected to the existing shop building. The bathrooms of this addition will also be used for the proposed attached vehicle storage building.
- Re-design the foundation for the new vehicle storage building that will also be connected to the new office building addition. This will involve coordination of two General Contractors who are currently

under contract for the different buildings to now work together on a connected structure. The vehicle storage building structure has already been purchased and is on site but will require a re-design of the sidewall openings and foundation to allow it to be connected to the new office addition.

- A fire suppression system will now be required in the existing shop, new office addition, and vehicle storage building. All three of these structures would now be connected.
- Re-design the foundation of the road salt storage building as the current design is using an expensive pier system. This building will stay disconnected but may be moved to a different location on site that was previously designed.
- Design a vehicle wash bay in the existing shop building south of the main building and design wider overhead doors to be installed on the east and west side of the building. The remainder of the interior of this building would be demolished and used for storage.
- Coordinate with Interstate Engineering on the site plan and Civil Engineering.
- Mechanical and Electrical Engineering design will be provided under the Jiran contract by Prairie Engineering.
- Jiran Architects will provide the Owner with a geotechnical report of sub-surface conditions that will include (6) new soil borings. This will be required due to the relocation of the proposed buildings from their original location.
- Preparation of new Owner / Contractor contracts with all current contractors and contract administration throughout the construction term of the project.
- Evaluation and preparation of proposed change orders by contractors for the new design of the project
- Jiran Architects and our consulting Engineers will conduct weekly construction coordination meetings with contractors during construction for the duration of the construction term.
- All printing of documents, postage, or any other expense normally considered reimbursable will be included in the lump sum fixed fee amount.

**Jiran Architects proposes a lump sum fixed fee amount of \$150,000** for the above listed scope of work. 80% of this amount would be billed to the Owner after the completion of construction documents. 10% would be billed after completion of shop drawing review during construction, and the final 10% would be billed after substantial completion of the construction. This fee does not include Civil Engineering but we will coordinate with the Owner's Civil Engineer. Our team can start immediately and would produce construction documents for contractors within 60 days of a notice to proceed from the Owner. To achieve this aggressive schedule, it is assumed that the Owner would be readily available for consultation during the design phase.

Thank you again for the opportunity to present a proposal to the City of Mandan. I look forward to hearing back from you and hopefully working with you in the future. If you have any questions regarding this proposal, please feel free to contact me.

Respectfully submitted,

**JIRAN ARCHITECTS & PLANNERS, PC**



Jeff Welch, A.I.A.  
Owner & Principal Architect



ADDED 4-16-2019 Consent No. 7

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 16, 2019  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Engineering & Planning Director  
**SUBJECT:** Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for water & sewer improvement Project 2018-13 (Living Water Addition).

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**STATEMENT/PURPOSE:** To authorize the installation of water and sewer for the development of the Living Water Addition

**BACKGROUND/ALTERNATIVES:** The property developer of the Living Waters church site in southeast Mandan has brought forward plans and specifications as well as a three-way agreement with the associated letter of available funds to install watermain to service the site with a fire hydrant as required by fire code. Approval is contingent on review and approval of submitted items as the engineering department has not had adequate time to review and approve.

**ATTACHMENTS:**

- 1) Resolution Approving Plans and Specifications and Authorizing Execution of 3-way Agreement
- 2) 3-way agreement
- 3) Letter of Available Funds

**FISCAL IMPACT:** The entire cost of the project is being paid by the developer as part of the 3-way agreement.

**STAFF IMPACT:** Review and coordination.

**LEGAL REVIEW:** Legal has not had time to review. Approval is contingent upon legal review as well.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 16, 2019

Subject: Consider resolution approving plans and specifications and authorizing execution of a 3-way agreement for water & sewer improvement Project 2018-13(Living Waters Addition)

Page 2 of 17

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**RECOMMENDATION:** Our office recommends approval of the resolution of plans and specifications as well as the 3-way agreement contingent upon review and approval of submitted documents.

**SUGGESTED MOTION:** I move to approve the resolution approving the plans and specifications and authorizing execution of 3-way agreement for water and sewer Project 2018-13 (Living Waters Addition) contingent upon staff review and approval of the required submitted documents.

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND  
AUTHORIZING EXECUTION OF 3-WAY AGREEMENT FOR WATER AND  
SEWER IMPROVEMENT PROJECT NO. 2018-13**  
(Living Water Addition)

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

1. That the plans and specifications for the Water and Sewer Project No. 2018-13 serving the proposed subdivision Living Water Addition in the City of Mandan, as presented by Jake Shafer, Living Waters Church on behalf of themselves, are hereby approved, ratified and confirmed as the plans and specifications for said project, in accordance with which said improvement project will be constructed, subject to any further modifications of the plans and specifications by the Board as provided by law. The plans and specifications shall be filed in the Office of the City Administrator and City Engineer and open for public inspection. The named streets within the subdivision to receive the improvements are: 19<sup>th</sup> Street SE and Livingwater Drive SE.
2. That the President of the Board is hereby authorized to enter into a 3-way agreement between the City of Mandan; the developer, Living Waters Church, and the developer's contractor, contingent upon the City's receipt of an irrevocable escrow account covering construction costs.
3. This resolution shall be in full force and effect from the date of its passage.

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

ATTEST:

\_\_\_\_\_  
James Neubauer, City Administrator

Date of Passage:           April 16, 2019

Board of City Commissioners

Agenda Documentation

Meeting Date: April 16, 2019

Subject: Consider resolution approving plans and specifications and authorizing execution of a 3-way agreement for water & sewer improvement Project 2018-13(Living Waters Addition)

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**3-WAY AGREEMENT**

**Living Waters Addition**  
**Water & Sewer Improvements**  
**City Project No. 2018-13**  
**Mandan, ND 58554**

THIS AGREEMENT, made on this \_\_\_\_\_ day of APRIL 2019, between the City of Mandan, a municipal corporation, hereinafter called the CITY, LIVING WATERS CHURCH hereinafter called the DEVELOPER, and HOPFAUF CUSTOM BUILDERS hereinafter called the CONTRACTOR. The ENGINEER mentioned in this contract shall be Toman Engineering Co.

WHEREAS, the CONTACTOR wishes to enter upon the public streets and rights-of-way to construct, under a private contract, the following improvements:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Water Mains | <input type="checkbox"/> Sanitary Sewer Mains            | <input type="checkbox"/> Storm Sewer Mains |
| <input type="checkbox"/> Streets                | <input checked="" type="checkbox"/> Other: Water Service |  |

for property to be developed and offered for sale by the DEVELOPER; and

WHEREAS, the CITY wishes to safeguard the public interest by assuring that said construction work will be in accord with plans, specifications and requirements of the CITY and will be completed in a proper and safe manner in accord with said ENGINEER prepared plans and specifications for said type of work; and

WHEREAS, the DEVELOPER has filed a petition to the Board of City Commissioners to permit the DEVELOPER to contract directly for said improvements.

NOW, THEREFORE, it is agreed between the parties for the considerations herein named, as follows:

(1) LICENSE TO CONSTRUCT.

The CITY grants to the DEVELOPER the right, privilege, and license to enter upon and construct in the public rights-of-way of the CITY the above improvements in the following streets:

which license shall continue so long as the DEVELOPER performs the agreements by it herein.

(2) SCOPE OF WORK.

The DEVELOPER will, through a CONTRACTOR licensed under the laws of North Dakota, do said work, including furnishing all materials, equipment and labor necessary to perform all of the work shown on the plans and specifications prepared by a licensed professional engineer, which are hereby referred to and made a part of this Agreement. Construction staking as required by the CITY shall be done by the ENGINEER at the expense of the DEVELOPER. The CONTRACTOR shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, chlorine, clean up, and any other usual charges as determined by the ENGINEER shall be borne by the CONTRACTOR.

(3) TIME OF COMMENCEMENT AND COMPLETION

The anticipated date for allowing construction to start will be Fall, 2018. The CONTRACTOR shall have until May 31, 2019 to complete the project to the satisfaction of the ENGINEER and the CITY.

(4) CITY AUTHORITY AND RESPONSIBILITY

The City Engineer, other City staff and agents for the city shall at all times have access to the project site during construction of the public improvements. The City Engineer shall be the final arbiter when questions arise concerning interpretation and compliance with the plans, specifications, City design requirements and City ordinances. Failure of the developer, design engineer or contractor to comply with the directives of the City Engineer shall be sufficient grounds to issue a stop work order or require installed work to be removed and reconstructed.

(5) DESIGN ENGINEER AUTHORITY AND RESPONSIBILITY

The ENGINEER hired by the DEVELOPER is responsible for providing day to day monitoring and direction of the work. Daily logs shall be maintained and made available to the City. The ENGINEER is responsible to provide the CONTRACTOR in a timely manner with all needed information regarding grades and locations of work. Should a dispute arise between the CONTRACTOR and the ENGINEER over interpretation of the plans, the City Engineer shall be consulted and the City Engineer shall render a decision. Any deviation from the location of facilities shown on the plans must be approved in writing by the City Engineer before commencing with construction of the deviation. All deviations from the approved plans shall be documented with as-built drawings prepared by the ENGINEER. Approval by the CITY of the as-built drawings is a condition of project approval and acceptance by the CITY.

(6) PAYMENT.

The DEVELOPER shall provide an irrevocable letter of credit or a certificate of deposit from a bona fide financial institution in the amount of the project cost including services provided by the CITY. The irrevocable letter of credit expiration date shall be a minimum of 60 days past the time of completion or any extensions of this agreement. The project cost is \$ 73,907<sup>50</sup>. Final payment will be for actual quantities used. A copy of the accepted proposal is attached to the back of and made a part of this Agreement.

The DEVELOPER will be responsible to pay the CONTRACTOR for all of the Agreement work in accordance with the plans, specifications, and proposal prepared by the DEVELOPER'S representative and made a part of this Agreement. The ENGINEER shall measure the work completed and submit to the ENGINEER. The ENGINEER will submit approved progress payments to the DEVELOPER. The CITY shall have no obligations, liability or responsibility for any payment due to any party under this Agreement or otherwise arising from the work under this Agreement. In no event shall the CITY be responsible for any payments whatsoever, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

(7) CONTENTS OF CONTRACTOR'S CONTRACT.

All contracts made by the CONTRACTOR with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: "This contract is subject to all the terms and conditions of a contract dated \_\_\_\_\_, between the CITY, the DEVELOPER and the CONTRACTOR."

(8) OWNERSHIP OF WORK LINES.

All contract work, except utility stubouts, furnished or placed in the public streets, alleys, or rights-of-way shall become the property of the City of Mandan. The placing and furnishing of all contract work by the DEVELOPER, its CONTRACTOR, its subcontractors, if any, and by an person, firm or corporation, as labor or material or otherwise, shall be under the provisions of this contract and with the express waiver of any right to claim against the CITY, or to make claims or lien against the contract work.

(9) WARRANTY.

The CONTRACTOR shall guarantee all work against faulty materials and workmanship for a period of one year from the date of final acceptance and the performance bond of the contract shall remain in full force and effect for that period.

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(10) VERBAL AGREEMENTS.

No verbal agreements or conversation with any officer, agent, or employee of the CITY or ENGINEER before or after the execution of this contract shall affect or modify any of their terms or obligations contained in the documents comprising the contract.

(11) PROTECTION OF PUBLIC AND WORK.

The CONTRACTOR shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for protection of the public, and shall further maintain at all times adequate protection of the work from damage. The CONTRACTOR shall also obtain and furnish general liability insurance to protect itself, the CITY, DEVELOPER, and ENGINEER with an insurer licensed to do business in North Dakota, in the sum of \$1,000,000 for one accident, against and from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property on account of any negligent act or fault of the DEVELOPER, its CONTRACTOR, or officers, agents or employees in the execution of the contract, or on account of its failure to provide necessary barricades, warning lights, or signs, and as will protect the CITY, DEVELOPER, and ENGINEER from any contingent liability under this contract. In no case shall the liability insurance be less than specified in the special provisions of the project manual.

(12) UTILITIES.

It shall be the responsibility of the CONTRACTOR to familiarize itself with the location of all existing sewer, water mains and service lines, gas mains and service lines, telephone cable, power, light, and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The CONTRACTOR shall notify all utility companies at least 48 hours in advance excluding Saturdays, Sundays, holidays, and in accordance with N. D. Century Code Chapter 49-23 North Dakota One Call of any construction affecting said utilities, and shall work out with said utilities any conflicts or changes.

(13) CHANGE.

The Board of City Commissioners reserves the right to make any necessary changes in the alignment, grade, or design of the proposed work deemed by them advisable.

(14) CLEAN UP.

Extra materials, tools and temporary structures shall be removed by the CONTRACTOR and all dirt, rubbish, and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the ENGINEER, and the CITY. The

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CONTRACTOR shall maintain for a period of three months after completion of the work the surface of unpaved trenches, adjacent curbs and gutter, sidewalks, driveways, shrubbery, fences, sod or other surfaces disturbed. The CONTRACTOR shall conduct its operations in such manner as to cause minimum inconvenience to adjoining property owners and the public.

Street surfacing in unpaved areas shall be restored to as good as or better than prior to construction by the CONTRACTOR. The CONTRACTOR shall be required to replace paving or gravel surface removed or damaged in the construction work or repair any area disturbed as a result of construction work to the satisfaction of and subject to the approval of the CITY.

(15) LIQUIDATED DAMAGES.

The CONTRACTOR shall pay to the OWNER the amount of \$ 500.00 per day for liquidated damages for time in excess of authorized or adjusted completion time.

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**BID FORM**

PROJECT TITLE: Living Waters Addition  
Water & Sewer Improvements  
City Project No. 2018-13

CONTRACT IDENTIFICATION AND NUMBERS: TECo No. 1282

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for thirty days, or such other period of time agreed upon not to exceed 45 days, after the day of Bid evaluation. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within five days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
  - (a) BIDDER has examined copies of all Contract Documents and of the following addenda:

Date	Number
2-10-19	0

receipt of all of which is hereby acknowledged and also copies of the Solicitation for Bids and the Instructions of Bidders;

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- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements federal, state and local laws, ordinances, rules and regulations and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
- (c) BIDDER certifies that:
  - 1. This Bid is genuine and is not submitted in the interest of, or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
  - 2. No solicitation or persuasion, directly or indirectly, was made of any other Bidder to submit a false or sham bid;
  - 3. He has not solicited or induced any person, firm, or corporation to refrain from bidding;
  - 4. He has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
- 4. BIDDER will complete the Work for the following prices:

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Living Waters Addition  
 Water & Sewer Improvements  
 City Project No. 2018-13

SPEC #	Description	Units	Quantity	Unit Prices	Total
204-3.1	Subgrade Preparation	SY	160	<u>6.05</u>	<u>968.~</u>
205-4.2	Weighted Fiber Roll	LF	50	<u>34.00</u>	<u>1700.~</u>
302-4.1	Stabilized Gravel Base (6")	Ton	50	<u>40.25</u>	<u>2,012.50</u>
401-6.3B	Asphalt Patch (Class B)	Ton	30	<u>230.~</u>	<u>6,900.~</u>
406-4.1	Asphalt Removal	SY	80	<u>12.~</u>	<u>960.~</u>
601-4.1	4 Inch Concrete Sidewalk	SF	280	<u>13.80</u>	<u>3,864.00</u>
602-4.1	6 Inch Concrete	SF	300	<u>16.10</u>	<u>4,830.~</u>
603-5.6	Curb and Gutter Removed	LF	55	<u>15.00</u>	<u>825.~</u>
801-4.60	Bedding Material	Ton	35	<u>18.~</u>	<u>630.~</u>
901-4.10	6 Inch Watermain	LF	15	<u>45.~</u>	<u>675.~</u>
901-4.11	8 Inch Watermain	LF	380	<u>80.~</u>	<u>30,400.~</u>
901-4.51	6 Inch Gate Valve & Box	Each	1	<u>1,700.~</u>	<u>1,700.~</u>
901-4.52	8 Inch Gate Valve & Box	Each	1	<u>3,000.~</u>	<u>3,000.~</u>
901-4.70	6 Inch Hydrant	Each	1	<u>6,000.~</u>	<u>6,000.~</u>
901-4.78	Insulate Water Main	LF	30	<u>18.~</u>	<u>540.~</u>
1202-4.2	Seeding Class II	SY	120	<u>4.50</u>	<u>540.~</u>
1206-4.14	Adjust Valve Box	Each	3	<u>500.~</u>	<u>1,500.~</u>
1209-4.12	1 Inch Water Service Pipe	LF	390	<u>12.30</u>	<u>4,797.~</u>
1209-4.41	1 Inch Water Service Connection	Each	1	<u>170.~</u>	<u>170.~</u>
1209-4.51	1 Inch Curb Stop & 1-1/4 Inch Curb Stop	Each	1	<u>200.~</u>	<u>200.~</u>
SP #7	Concrete Removal All Thickness	SY	60	<u>16.~</u>	<u>960.~</u>
SP #8	Detachable Warning Panel	SF	16	<u>46.~</u>	<u>736.~</u>
				Total =	<u>73,907.50</u>

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5. BIDDER agrees that the storm sewer, water main and services, sanitary sewer main and services will be completed on or before May 31, 2019.
6. The following documents are attached to and made a condition of this Bid:
  - (a) Required Bid Security in the form of a Performance and Payment Bond conforming to the provisions of Section 48-01.2-10 NDCC.
  - (b) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
  - (c) Required Bidder's Qualification Statement with supporting data.
7. Communications concerning this Bid shall be addressed to:  
(The address of BIDDER indicated below.)
8. The terms used in this Bid which are defined in the General conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on 4-10, 2018.

IF BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Date of Renewal \_\_\_\_\_

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A Partnership

By Basaroba's Excavating (SEAL)

(Firm Name)

Bret

(general partner)

Business Address: 37610 12th St NE Wilton

W.D. 58579

Phone No: 701-734-8143

Contractor's License No. 27713 Date of Renewal 1-22-19

A Corporation

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(state of incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Date of Renewal \_\_\_\_\_



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(16) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS.

The CONTRACTOR shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount of not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the project and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

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IN WITNESS WHEREOF, the parties have executed the following agreement.

CITY OF MANDAN

\_\_\_\_\_  
Justin Froseth  
Planning and Engineering Director

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

Attest:

\_\_\_\_\_  
Jim Neubauer  
City Administrator

DEVELOPER

Living Waters Church  
Firm Name

[Signature]  
Authorized Representative

President  
Owner, Title

1900 LIVING WATER WAY  
Street Address

Mandan ND 58554  
City, State, Zip

CONTRACTOR

HOPFAUF Custom BUILDERS

\_\_\_\_\_  
Firm Name

[Signature]  
Authorized Representative

Dave Pinnelle  
Owner, Title

1800 E. MAIN ST.  
Street Address

Mandan ND 58554  
City, State, Zip

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4/15/2019

City of Mandan,

The Living Waters Lutheran Church has good and available funds at Starion Bank for the proposed water and sewer improvements required by the City of Mandan. They have a construction loan with funds available in excess of \$100,000 in addition to a deposit account that averages \$20,000-\$30,000.

If you have any questions, feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Landon Feil", written in a cursive style.

Landon Feil  
Business Banker/VP  
701-667-1611  
landonf@starionbank.com





## Board of City Commissioners

### Agenda Documentation

<b>MEETING DATE:</b>	April 16, 2019
<b>PREPARATION DATE:</b>	April 2, 2019
<b>SUBMITTING DEPARTMENT:</b>	Bismarck-Mandan MPO
<b>DEPARTMENT DIRECTOR:</b>	N/A
<b>PRESENTER:</b>	Bill Troe (SRF)
<b>SUBJECT:</b>	Consideration of the Transit Development Plan

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**STATEMENT/PURPOSE:** The Transit Development Plan is a planning document that discusses opportunities to improve the operations and fiscal solubility of Bis-Man Transit. This document has a horizon of 5-6 years and is updated every 5-6 years.

A presentation of the final draft document has been prepared and will be presented by Bill Troe of SRF. Mr. Troe, and Steve Saunders of the Bismarck-Mandan MPO, will be available for questions. This meeting has been advertised by the Bismarck-Mandan MPO as a public hearing.

**BACKGROUND/ALTERNATIVES:** Bis-Man Transit provides fixed route and paratransit/demand response for the cities of Bismarck and Mandan. The MPO and Bis-Man Transit have hired a consultant to update the Transit Development Plan. Recommendations of the plan outline possible service changes that may be pursued in the future. Acceptance or approval of the planning document indicates support of the recommendations but does not mandate action at this time.

Transit is facing a financial deficit. Therefore, some recommendations indicate a reduction in service. Other recommendations indicated an increase in service, should additional funding be secured.

The City of Mandan provides Mill Levy to Bis-Man Transit for local match. The City of Mandan Engineering Department participated on the Steering Committee for the Transit Development Plan. City Administration and Commission Rohr participated in informative discussions for Transit service options and financial solubility. Finally, public meetings were advertised and held throughout the plan's development, and public comments were incorporated into the document.

ATTACHMENTS: The final draft document and appendices may be viewed at [www.transitplanbismar.com](http://www.transitplanbismar.com).

FISCAL IMPACT: There is no direct fiscal impact upon acceptance or approval of the planning document.

STAFF IMPACT: No direct staff impact.

LEGAL REVIEW:

RECOMMENDATION: The Bismarck-Mandan MPO recommends approval or acceptance of the Transit Development Plan.

SUGGESTED MOTION: The Bismarck-Mandan MPO requests a motion of acceptance or approval.

# BISMARCK-MANDAN AREA TRANSIT DEVELOPMENT PLAN

April 2019

The Transit Development Plan is a guiding document for future reference and recommendations, not requirements for actions.

## CURRENT OPERATING COST RELATIVE TO FUNDING

A critical challenge for Bis-Man Transit to maintain or improve current service is finding operating and capital improvement funding. For 2019-2020, annual operating costs are estimated to be approximately \$230,000 more than operating revenue from federal, state and local sources. Over the last two years, a similar situation has been observed.

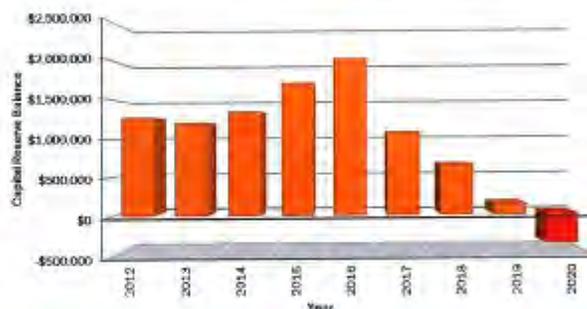
The Bis-Man Transit Board has authorized use of reserve funds to offset the deficit. While this provides for a short-term relief, it cannot be a general practice as the reserve fund is limited.



## CLOSING THE FUNDING GAP

A challenge of this update to the Transit Development Plan is identifying ideas for closing the operating deficit that has occurred over the last several years. When operating costs exceed planned revenue the responsible practice is to look for acceptable operating cost reduction ideas. In the case of transit, lowering operating costs is typically accomplished through reducing the amount of service provided. Cost savings would come from fewer employees needed to provide service or employees working fewer hours.

### Reserve Fund Balance – 2012 to 2020 (Estimate)



### Alternatives Reviewed for Reducing Service Costs

As reducing costs generally requires reducing service to persons that have few travel options, none of the options are ideal. Through the plan update, the following potential cost reduction alternatives were evaluated:

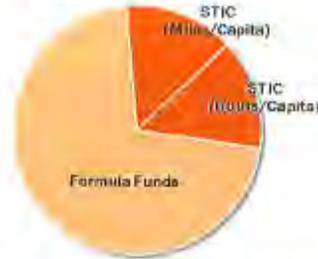
- Reduce the level of fixed route service costs – To reduce fixed route costs an option was to convert the Brown and Purple Routes from 60-minute routes to 120-minute routes. The resulting frequency would be similar to pre-2017 times.
- Reduce paratransit service costs – Options for reducing paratransit costs included:
  - Eliminate the 70-years of age criterion for using paratransit.
  - Reduce evening paratransit hours.

While each of the options contribute to closing the gap, none of them eliminate the gap.

**The STIC Dilemma**

All public transit agencies receive federal funding to support operating and capital investment. The Federal Transit Administration (FTA) has a program referred to as STIC (stick), which stands for Small Transit Intensive Cities. STIC targets additional funding to communities like Bismarck-Mandan that provide a higher level of transit service than most communities. Funding is based on six separate tests with each category providing the potential for about \$260,000 in ADDITIONAL federal funding. Each year, Bismarck-Mandan is competitive in two of the categories that are based on the miles and hours of service provided. Service in Bismarck-Mandan does not always surpass the threshold for funding in both categories, but over the last several years at least one category has been met.

**Federal Funding – Formula Relative to Competitive Award**



Reducing service on either the fixed route network or for paratransit reduces the hours and/or miles of service provided, which can jeopardize the ability to compete for up to about \$520,000 in funding. While Bismarck-Mandan have been able to meet the award criteria in two categories for 2019, the margin over the threshold is small. A reduction in service substantial enough to close the operating deficit gap will jeopardize meeting the added funding qualification threshold in one or both categories, which impacts federal funding. Which leads to the dilemma - Reducing service to save operating costs, likely results in the loss of federal funding that could leave as large a gap as is present today. The result of making cuts and losing STIC funding is less service for those in need and a continued gap between operating funding and operating costs.

**PROPOSED PLAN**

Reserve fund dollars have been used to support both capital improvements and to fill the operating cost-to-funding gap. Each year capital improvements are needed to maintain the condition of the investments, however, Bis-Man Transit and the City of Bismarck can adjust the timing of some future purchases such as replacement buses and other vehicles. While this practice would increase maintenance costs, if the delay of some replacements is kept to a short period, transfers from the reserve fund can be reduced temporarily.

The longer term recommendation is to request added funding for transit that would be used to support annual operating costs. Presently, the local investment in transit service compared to many North Dakota and nearby cities is lower on a per person basis. The attached table displays a comparison of communities in the region and it shows the investment per capita in Bismarck-Mandan is lower than most. For the 2019-2020 budget period, proposed operating costs exceed revenue by approximately \$230,000. If the added funding can be provided for the current period and going forward, draws from the reserve fund for operations can be greatly reduced or eliminated as a practice (which is Bis-Man Transit's goal). The requested transit investment increase would equal approximately \$3 per person in the metro area.

**Annual Operating Cost Comparison to Others**

Peer/Location	Annual Operating Cost (2016)	Metro Area Population	Operating Investment / Capita		
			Fixed Route	Paratransit	Total
Bis-Man	\$3,782,400	81,955	\$46.66	\$26.25	\$45.91
Billings	\$4,838,680	114,773	\$30.47	\$11.42	\$41.89
Fargo/Moorhead	\$9,695,692	176,676	\$45.95	\$8.93	\$54.88
Grand Forks	\$3,559,693	81,279	\$35.13	\$22.97	\$58.10
Rapid City	\$2,038,711	81,251	\$12.28	\$12.83	\$25.11
Sioux Falls	\$7,905,674	158,777	\$28.98	\$29.10	\$50.49

For more information about the transit plan see the website [www.transitplanbisman.com](http://www.transitplanbisman.com) or contact Bill Troe at [btroe@srfoconsulting.com](mailto:btroe@srfoconsulting.com)



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 11, 2019  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber  
**PRESENTER:** Ellen Huber, Business Development & Communication Director  
**SUBJECT:** MGF Storefront Improvement application for 504 W Main St

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**STATEMENT/PURPOSE:** To consider a Mandan Growth Fund (MGF) Committee recommendation for approval of a Storefront Improvement application for 504 W Main St.

**BACKGROUND/ALTERNATIVES:** The MGF met April 10, 2019, to consider an application by Runnings Supply, Inc., for matching funds towards exterior building and site improvements associated with 504 W Main St, the former Central Market building. The applicant is investing approximately \$1.3 million in building improvements including an estimated \$186,913 in exterior building, signage and landscape improvements.

Exterior improvements are to include:

- Extending the canopy and installing new “bran muffin” color tin siding on its face and installing lighting.
- Brick veneer patching on the front of the building.
- New building signage and a pylon sign.
- Landscaping — The addition of a 5-ft buffer of trees and shrubs between the parking lot and the sidewalk on the property’s east and south sides, as well as an approximate 25X25-ft square in the southeast corner, plus plantings to surround the pole sign in the parking lot’s southwest corner.
- A new decorative fence to enclose an area for display and storage of large merchandise such as corral panels and water tanks. The location for the fence is between the 504 W Main building and the building at 511 First Street NW, which will serve as a warehouse space for merchandise being sold in the larger building.
  - *Of note: This is all to make the situation work, given the two adjacent buildings being available, rather than one large building being available of 50,000 sf. An application for the 511 First Street NW building is not included in the applicant’s request, because no substantive improvements*

*to the building are planned other than the addition of a garage door on its east facing side.*

○

Other improvements include new LED heads on parking lot light poles and resurfacing of the parking lot.

Target completion is mid-July.

The site plans, exterior building plan and signage have all received approval from the Mandan Architectural Review Commission. The only aspect of the project not yet approved is the applicant's intention to install a garage door on each the west-facing side of the larger building and the east-facing side of the smaller building to facilitate movement of merchandise back and forth between the buildings.

The landscaping and upgrade of the fencing material, rather than the initially proposed chain link, are Planning and Zoning Commission and MARC requirements for the conditional use permit so that the site is in harmony with the surrounding downtown environment. Runnings appreciates the opportunity to receive matching funds to offset this additional costs.

Although the application indicates a request for a 50% match equal to \$93,456.50, the maximum match made available under the Storefront Improvement program is \$60,000 for a larger corner or multi-story building. This building is approximately 32,000 sf with all sides visible from surrounding streets. The maximum match for most buildings is \$30,000.

An application for rehabilitation of the building by real estate holding company JR&R II, LLC, previously received approval as a Renaissance Zone project for five-year 100% property and state income tax exemption. The proposed investment in improvements is sufficient to independently meet the requirements of each program without overlap.

ATTACHMENTS: Key excerpts of application. Full application available upon request.

FISCAL IMPACT: The source of funding would be the MGF unallocated balance for economic development projects as a whole, an amount of \$223,909.71 as of March 31, 2019. If this application is approved, the uncommitted balance would be reduced to \$163,909.71.

STAFF IMPACT: Minimal for application processing and finalization.

LEGAL REVIEW: Attorney Brown has reviewed the application. The building has an automatic door at its main entrance that must remain operational to receive local business incentives. The applicant previously completed a business incentive agreement as part of

the Renaissance Zone application approval process. A Storefront Recipient Agreement will also be required.

RECOMMENDATION: The MGF voted 9-0 to recommend approval of the application for \$60,000 in matching funds for the Storefront Improvement project by Runnings Supply, Inc. for 504 W Main St.

SUGGESTED MOTION: I move to approve providing \$60,000 in matching funds from the Mandan Growth Fund for the Storefront Improvement project by Runnings Supply, Inc. for 504 W Main St.



## STOREFRONT IMPROVEMENT APPLICATION

### PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: Chad Weyh  
Address: 901 N. Highway 59, Marshall, MN  
Phone: 507-337-5177 Fax: \_\_\_\_\_  
E-mail: Chadw@runnings.com

Applicant Name:  
(name of person/entity  
to receive grant) Running Supply, Inc.  
Property Owner: JR&R II  
Property Address: 504 W Main St.  
Architect/Firm:  
(if applicable) \_\_\_\_\_

### Description of Property

Current tenant(s):  Commercial \_\_\_\_\_  
 Residential # occupied: \_\_\_\_\_ # vacant: X

Building History (if available): Location of a former Grocery store  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Cost of façade renovation: \$ 186,913 Forgivable Loan Amount of Requested: \$ 50% or 93456.50

Is the façade renovation part of a larger project?  
Yes  No, the façade is the only work I am doing

If yes, please describe comprehensive project.

Remodeling this building into a Runnings retail space. New bathrooms, new led lighting, new floor finishes, new paint, new signage, parking lot work top hvac units, new ceiling tile , new roof membrane.

**Summary of Existing Condition of Façade:** (please attach pictures – Attachment 1)

There is no landscaping, pole sign is rusted and outdated, some bricks need replacement, parking lot lights are outdated, canopy siding is in bad shape

**Summary of Proposed Scope of Work:** (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post-rehab detail, indicating specifically what will be modified and how (Attachment 2). Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. (Attachment 3)

Extend canopy and install new bran muffin color vertical tin siding on the face of canopy.  
New Led heads on parking lot light poles  
New landscaping in boulevard to include trees and shrubs, curb and gutter.  
Brick veneer patching on front of building  
new decorative fence for outside storage area  
New building signage and new pylon sign, both led  
Led under canopy lights

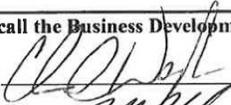
**Historic Character:** How will proposed project affect historic character? (if applicable)

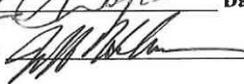
Very minimal change to the overall historic aspects of this building

**How will your project complement downtown redevelopment efforts?**

This is a nice brick building that needed some life brought back into it. After the project is complete there will be a nice green space out front to compliment an updated store front. This building has a lot of life in it yet and this project will help us maximize the longevity of its use.

For more information, call the Business Development Office at 701-667-3485.

Signature of applicant:  Date: 4/3/19

Signature of property owner:  Date: 4/3/19  
(if different than applicant)

**Special Notices**

- 1) Properties are eligible only once to receive Storefront Improvement funds.
- 2) Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever." Any property receiving Storefront Improvement funds since Nov. 14, 2008, is subject to the requirement. Include an estimate for an automatic door at least for the main entrance if you do not have one.



**STOREFRONT & LANDSCAPE  
 IMPROVEMENT APPLICATION**

# ATTACHMENT 3: BIDS & COST ESTIMATES

Note: Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. Applicants seeking to perform work themselves must 1) be licensed contractors that perform work for others, 2) must obtain quotes from two other licensed contractors, and 3) will be held to the lowest quote.

Summary of Proposed Expenditures		
Source of Estimate or Bid	Purpose	Estimated Cost
toman engineering	site and landscape plan	1,500
tri-city sign	pylon and building signage	32,000
dakota fence	decorative outside fence	34,102
hopfauf	canopy addition/new siding	62,110
Buffalo concrete/do-more excavating	lear asphalt/curb gutter for new landscaping	19,965
prairie view landscaping	new trees and shrubs/irrigation	14,796
Lillis Electric	led canopy/parking lot lights/new light pole	22,440
<b>Total</b>		<b>\$186,913</b>

Existing building photos



The existing canopy has holes.







Fence material





# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** April 16<sup>th</sup> 2019  
**PREPARATION DATE:** April 5<sup>th</sup> 2019  
**SUBMITTING DEPARTMENT:** Building Inspections  
**DEPARTMENT DIRECTOR:** Shawn Ouradnik, Building Official  
**PRESENTER:** Shawn Ouradnik  
**SUBJECT:** Report to City Commission for the property at 210 5<sup>th</sup> St. NW Legal Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361

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**STATEMENT/PURPOSE:** Report to the City Commission concerning the property at 210 5th St. NW Legal Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 – 4361. Through inspections conducted by Custer District Health and Mandan Building Inspections the property at 210 5th St. NW has been deemed to be a dangerous building in accordance with Mandan municipal code Article 9 Section 111-9-5(1). The owners of the home were notified and instructed that the home was to be vacated and demolished within a reasonable time.

**BACKGROUND/ALTERNATIVES:** On 1/8/19, Mandan police assisted the Metro Area Narcotics Task Force in the execution of a search warrant at 210 5<sup>th</sup> St. NW in Mandan ND. Through a search of the tax record it was identified that the owners of the property were Kristi Sample and her late husband, Virgil Sample.(copy in attachments) The officers that had enter the home were concerned about the sanitary and structural condition of the home and Custer District Heath was contacted. Erin Ourada was sent as a representative of Custer District Health to investigate the claims made by the Mandan PD with regards to the sanitary conditions to the home. Finding the claims to be valid the home was deemed uninhabitable and notice was posted on 1/8/19 by Ms. Ourada citing North Dakota Century Code Chapter 23-35-12 and the owners were prohibited from occupying the residence. (copy in attachments). Ms. Ourada and Mandan PD also took photographs of the conditions in the home. Ms. Ourada had contact on several times with Kristi Sample and has provided a narrative of those conversations in the attachments provided to the council. Deputy Chief Lori Flatten, Code Enforcement Officer Candy Fleck, Building Official Shawn Ouradnik, and Custer District Heath representative Erin Ourada met and discussed the need for further inspection to the home due to the claims of structural conditions and further investigation of sanitary conditions. It was decided that Deputy Chief Flatten was to apply for a search warrant to enter the home and the

inspections were to be conducted. On 1/15/19 the search warrant was granted and executed. Members of the Mandan PD cleared the home and Deputy Chief Flatten, Code Enforcement Officer Fleck, Building Official Ouradnik, and Custer District Heath representative Ourada entered the residence to conduct the inspections. Based on the findings of the inspections notice was sent to Ms. Sample informing her that the home had been declared Dangerous Building according to Mandan Municipal Code Chapter 9 section 111-9-1 on 1/18/19. (copy in attachments)The notice was delivered to Ms. Sample on 1/18/19. Ms. Sample then held conversations with Code Enforcement Officer Fleck and was allowed to enter the home to obtain some personal affects but was not allowed to occupy the home. On 1/28/19 Ms. Sample left a message for Code Enforcement Officer Fleck asking for an extension on the time given to remove the home. Deputy Chief Flatten, Code Enforcement Officer Fleck spoke to Ms. Sample on 1/30/19 and informed her that she would not be granted the extension for the removal of the home. She was informed that when she had a signed contract with a contractor for the removal then arrangements could be made for an extension. On 2/4/19 Ellis Larson, Ms. Sample's father, came to the Law Enforcement Center and spoke to Deputy Chief Flatten and Code Enforcement Officer Fleck about the extension. It was explained to him that arrangements for an extension could be made with a contractor regarding the removal of the home due to weather constraints but that a signed contract would need to be furnished before accommodations could be made. On 2/15/19 an estimate from Markwed Excavating Inc. (copy in attachments) for the demolition of the property but this was only an estimate not a contract. On 2/20/19 Code Enforcement Officer Fleck contacted Ms. Sample and explained that the estimate that had been received was not sufficient and that a signed contract was needed. Code Enforcement Officer Fleck then called Mike Markwed and spoke to him about the estimate. She was informed that he had known Ellis Larson for some time and was trying to help out. On 2/26/19 Code Enforcement Officer Fleck again contacted Mr. Markwed and was informed that he had not had additional contact with Ms. Sample on this matter. Discussion was then had between Deputy Chief Lori Flaten, Building Official Shawn Ouradnik, and City Attorney Malcolm Brown regarding the next steps to be taken. On 2/28/19 Deputy Chief Lori Flaten, Code Enforcement Officer Candy Fleck, Building Official Shawn Ouradnik, and Custer District Heath representative Erin Ourada met and decided to proceed with a hearing before this commission due to the non-compliance of Ms. Sample with the order for demolition of the structure. Deputy Chief Flatten then compiled all the information.

ATTACHMENTS: Timeline, Mandan Municipal Code Chapter 9, Custer District Heath representative Erin Ourada's narrative of conversations with Ms. Sample, Morton County tax records for 210 5th St. NW Legal Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361, Notice of Violation form Mandan Police Department, Letter from Mandan Building Inspections Department, Do Not Occupy Notice from Custer Health, Estimate from Markwed Excavating, Inc., Case Report Mandan Police Department, pictures of structure.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 16<sup>th</sup> 2019

Subject: Report to City Commission for the property at 210 5th St. NW Legal

Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361Page  
3 of 3

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FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items sent to city attorney for review

RECOMMENDATION: I recommend the commission uphold the findings of Custer Health, Code Enforcement, and the Building Inspections Department and declare the property at 210 5th St. NW Mandan ND to be a Dangerous Building.

SUGGESTED MOTION: I move to conduct a public hearing pursuant to Mandan Municipal Code Section 111-9-5(1) for the property at t 210 5th St. NW Mandan ND with the legal description of FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 – 4361 for the owner, Kristi Sample, to show cause why the building should not be demolished.

Timeline: Sample house at 210 5<sup>th</sup> St NW Mandan, ND

- On 01-08-19, Mandan police officers assisted the Metro Area Narcotics Task Force in the execution of a search warrant at 210 5<sup>th</sup> St NW in Mandan.
- The owner of 210 5<sup>th</sup> St NW was identified as Kristi Sample. She is also the owner listed on the Morton County tax records. Also listed on the tax record as owner is her late husband, Virgil Sample.
- Officers were concerned about the condition of the home. Their concerns involved the condition of the structure and the unsanitary conditions inside. They contacted Custer District Health. Erin Ourada from Custer District Health responded to the residence.
- Ourada deemed the residence to be uninhabitable. A notice was posted on the home by Ourada. (see attached copy and photo of notice)
- Photos were taken on 01-08-19 by Mandan police officers and Erin Ourada.
- Erin Ourada had a number of conversations with Kristi Sample and relatives of Kristi. (see Ourada's narrative)
- Discussions were held between Deputy Chief Lori Flaten, Code Enforcement Officer Candy Fleck, Building Inspector Shawn Ouradnik and Erin Ourada. It was decided a further inspection of the house by the building inspector needed to be done. Deputy Chief Flaten applied for and was granted a search warrant to return to the residence on 01-15-19.
- The search warrant was executed on 01-15-19. Building Inspector Ouradnik inspected the house and took photos.
- Based upon the inspection on 01-15-19, Building Inspector Ouradnik determined the house was in violation of the Dangerous Buildings section of Mandan Municipal Code (111-9-1). A notice of such was drafted on 01-18-19. Code Enforcement Officer Fleck took the notice on 01-18-19 to the Burleigh Morton Detention Center where Kristi Sample was in custody. She was given the notice.
- After Kristi Sample was released from custody later on 01-18-19, conversations were held between her and Code Enforcement Officer Fleck. Sample was advised she could enter the home to remove property, but she was not allowed to be living inside the house.
- On 01-28-19, Kristi Sample called wanting an extension to the thirty day notice for demolition of the house. She left a message for Code Enforcement Officer Fleck.
- On 01-30-19, Deputy Chief Flaten and Code Enforcement Officer Fleck spoke with Kristi Sample by phone. She was told that she would not be given an extension for the demolition of the house. It was explained to her that if and when she hired a contractor to demolish the house that we would work with them regarding any extensions.
- On 02-04-19, Ellis Larson, Kristi's father, came to the Law Enforcement Center. He had questions about an extension. Deputy Chief Flaten and Code Enforcement Officer Fleck spoke with him. It was explained to him that we would work with a contractor regarding demolition of the house. We understood that due to weather related issues it would be difficult to demolish the house at this time. However, as long as there was a contract with someone, the contractor could ask for an extension.

- On 02-15-19, an estimate was dropped off at the Law Enforcement Center. The estimate was from Markwed Excavating Inc. The estimate was for the demolition of 210 5<sup>th</sup> St NW. It was not a contract, simply an estimate.
- On 02-20-19, Code Enforcement Officer Fleck called Kristi Sample. She explained an estimate was not sufficient, a signed contract to demolish the house must be provided.
- Code Enforcement Officer Fleck called Mike Markwed on 02-20-19. She asked about the estimate. He explained he had spoken with Ellis Larson about demolishing the house. He explained he was trying to help as he has known Larson for some time.
- On 02-26-19, Code Enforcement Officer Fleck spoke with Mike Markwed. He told her he had had no further contact with Kristi Sample about hiring him to demolish the house.
- Discussion was then held between Deputy Chief Flaten, Building Inspector Ouradnik and City Attorney Malcolm Brown regarding the next steps to take.
- On 02-28-19, Deputy Chief Flaten, Code Enforcement Officer Fleck, Building Inspector Ouradnik and Erin Ourada met. It was decided to proceed with a hearing before the city commission due to Kristi Sample not complying with the order for demolition of the house. Each person was asked to forward whatever documentation they had on the case to Deputy Chief Flaten.

## ARTICLE 9. - DANGEROUS BUILDINGS

## Sec. 111-9-1. - Definitions.

All buildings or structures exhibiting any or all of the following defects shall be deemed dangerous buildings:

- (1) Those whose interior walls are of a vertical structure of members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- (2) Those which, exclusive of the foundation, show 33 percent or more of damage or deterioration of the supporting members, or 50 percent of damage or deterioration of the nonsupporting enclosing or outside walls or covering.
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Those which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals, or the general health and welfare of the occupants or people of the city.
- (5) Those which have become or are so dilapidated, decayed, unsafe or which so utterly fail to provide the amenities essential to decent living to cause sickness or disease so as to work injury to the health, morals, safety or general welfare of those living within.
- (6) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes or other means of communication.
- (7) Those which have parts thereof which are so attached that they may fall and injure members of the public or property.
- (8) Those which, because of their condition, are unsafe, unsanitary or dangerous to the health, morals, safety or general welfare of the people of this city.
- (9) Those buildings existing in violation of any provision of the building code of this city, or any provision of the fire prevention code, or other city ordinances.

(Code 1979, § 11-06-01; Code 1994, § 14-09-01)

Sec. 111-9-2. - Standards for repair, vacation or demolition.

The following standards shall be followed in substance by the building official and the board of city commissioners in ordering repair, vacation, removal or demolition:

- (1) If the dangerous building can reasonably be repaired so that it will no longer exist in violation of the terms of this article, it shall be ordered repaired.
- (2) If the dangerous building is in such condition as to make it dangerous to the health, morals, safety or general welfare of the occupants, it shall be ordered to be vacated.
- (3) In any case, where a dangerous building is 50 percent damaged or decayed, or deteriorated from its original value or structure, or where the cost of reconstruction or restoration shall be in excess of 50 percent of the value of the building, it shall be demolished. In all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this article, it shall be demolished. In all cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this article or any ordinance of the city or statute of the state, it shall be demolished or removed from the city.

(Code 1979, § 11-06-02; Code 1994, § 14-09-02)

Sec. 111-9-3. - Declared nuisances.

All dangerous buildings, within the terms of this article, are declared to be a public nuisance, and shall be repaired, vacated, removed or demolished as provided in this article.

(Code 1979, § 11-06-03; Code 1994, § 14-09-03)

Sec. 111-9-4. - Duties of building official.

The building official shall:

- (1) Inspect or cause to be inspected semiannually all public buildings, schools, halls, churches, theatres, hotels, tenements, commercial, manufacturing or loft buildings for the purpose of determining whether conditions exist which would render such places dangerous buildings within the terms of this article.

- (2) Inspect any building, wall or structure about which complaints are filed by any person to the effect that a building, wall or structure is or may be in violation of this article.
- (3) Inspect any building, wall or structure reported, as provided for in this article, by the fire or police department of this city as probably existing in violation of the terms of this article.
- (4) Inspect annually all buildings which have been abandoned, allowed to deteriorate or which have been improperly maintained to determine whether they are dangerous buildings within the terms of this article.
- (5) Notify in writing the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in said building as shown by the records of the recorder of the county of any buildings found by him to be a dangerous building within the standards set forth in this article, that:
  - a. The owner must vacate, or repair, or remove, or demolish said building in accordance with the terms of the notice and this article.
  - b. The occupant or lessee must vacate said premises or may have it repaired in accordance with the notice and remain in possession.
  - c. The mortgagee, agent or other person having an interest in said building as shown by the land records of the recorder of the county may, at his own risk, repair, vacate, remove or demolish said building or have such work or act done, provided that any person notified under this subsection to repair, vacate, remove or demolish any building shall be given such reasonable time, not to exceed 30 days, as may be necessary to do, or have done, the work or acts required by the notice provided for in this article.
- (6) Set forth in the notice provided for in subsection (5) of this section, a description of the building or structure deemed unsafe, a statement of the particulars which make the building or structure a dangerous building, and an order requiring the same to be put in such condition as to comply with the terms of this article and within such length of time, not exceeding 30 days, as is reasonable.
- (7) Report to the board of city commissioners any noncompliance with the notice provided for in subsections (5) and (6) of this section.

- (8) Appear at all hearings conducted by the board of city commissioners and testify as to the conditions of dangerous buildings reading as follows:
- "This building has been found to be a dangerous building by the building official. This notice shall remain on this building until such time as said building is repaired, vacated, removed or demolished in accordance with the notice which has been given the owner, occupant, lessee, mortgagee, or agent of this building as shown by the land records of the recorder of the county. It shall be unlawful to remove this notice until such notice is complied with."

(Code 1979, § 11-06-04; Code 1994, § 14-09-04)

Sec. 111-9-5. - Duties of the board of city commissioners.

The board of city commissioners shall:

- (1) Upon receipt of the report of the building official, as provided for in this article, give written notice to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building shown by the land records of the recorder of the county, to appear before it on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated, removed or demolished in accordance with the statement of particulars set forth in the building official's notice.
- (2) Hold a hearing and hear such testimony as the building official and the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the land records of the recorder of the county shall offer relative to the dangerous building.
- (3) Make written findings of fact from the testimony offered pursuant to subsection (2) of this section as to whether or not the building in question is a dangerous building as defined by this article.
- (4) Issue an order based upon findings of fact made pursuant to subsection (3) of this section commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by the land records of the recorder of the county, to repair, vacate, remove or demolish any building found to be a dangerous building within the terms of this article

and provided that any person so notified, except the owners, shall have the privilege of either vacating or repairing said dangerous building; or any person not the owner of said dangerous building but having an interest in said building as shown by the land records of the recorder of the county, may remove or demolish said dangerous building at his own risk in order to prevent the assessment of the cost of such removal, or demolition against the land upon which said dangerous building stands by the city, as provided for in this article.

- (5) Serve such order upon the owner, occupant, mortgagee or lessee of such building.

(Code 1979, § 11-06-05; Code 1994, § 14-09-05)

Sec. 111-9-6. - Failure to comply.

- (a) If the owner, occupant, mortgagee or lessee fails to comply with the order provided for in this article, or to the district court from such order, within 30 days from the service of such order, the board of city commissioners shall cause the building or structure to be repaired, vacated, removed or demolished as the facts may warrant, under the standards provided in this article and shall, with the assistance of the city attorney, cause the cost of such repair, vacation, removal or demolition to be levied against the land upon which the building stands or did stand as an assessment to be collected as sidewalk special assessments are levied and collected, or to be recovered in a suit at law against the owner.
- (b) The repair, removal or demolition of any such building shall be carried out by the building official in the manner deemed by him to be most economical and considered by him to best preserve property interests therein for the owner. He shall have the authority to take bids for the removal or demolition thereof, and to sell the salvaged materials in such manner as he shall deem proper, subject to the approval of the board of city commissioners, and to apply all proceeds from such sale against the cost of removing or demolishing such building. All moneys received by him and all expenses incurred shall be strictly accounted for and a statement of such receipts and expenditures shall be mailed to the persons having

an interest in such building. After the payment of all such costs, the building official shall pay the balance on hand to the persons having an interest in said building, as their interests may appear.

(Code 1979, § 11-06-06; Code 1994, § 14-09-06)

Sec. 111-9-7. - Violations; penalties.

- (a) The owner of any dangerous building who shall fail to comply with any notice or order to repair, vacate, remove or demolish said building given by any person authorized by this article to give such notice or order shall be guilty of a Class B misdemeanor.
- (b) The occupant or lessee in possession who fails to comply with any notice to vacate and who fails to repair said building in accordance with any notice given as provided for in this article shall be guilty of a Class B misdemeanor.
- (c) It is unlawful for any person to remove the notice provided for in section 111-9-4 (8).

(Code 1979, § 11-06-07; Code 1994, § 14-09-07)

Sec. 111-9-8. - Duties of city attorney.

The city attorney shall:

- (1) Prosecute all persons failing to comply with the terms of the notice and order provided for in this article.
- (2) Appear at all hearings before the board of city commissioners in regard to dangerous buildings.
- (3) Bring suit to collect all municipal assessments, or costs, incurred by the board of city commissioners in repairing or causing to be vacated or demolished any dangerous buildings.
- (4) Take such other legal action as is necessary to carry out the terms and provisions of this article.

(Code 1979, § 11-06-08; Code 1994, § 14-09-08)

Sec. 111-9-9. - Emergency conditions.

In the case that there is immediate danger to life or safety of any person unless said dangerous building is immediately repaired, vacated, removed or demolished, the building official shall report such facts to the board of city commissioners and the board shall cause the immediate repair, vacation or demolition of such dangerous building. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the manner provided by this article.

(Code 1979, § 11-06-09; Code 1994, § 14-09-09)

Sec. 111-9-10. - Service of notice and order.

All notice and orders provided for in this article, except in emergency cases, shall be served upon the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the land records of the recorder of the county, either by serving the same personally or by sending the same to the last known address of each, by first class mail, and a copy of such notice shall be posted in a conspicuous place on the dangerous building to which it relates. Service by first class mail shall be deemed complete on the date of mailing thereof. Such mailing and posting shall be deemed adequate service.

(Code 1979, § 11-06-10; Code 1994, § 14-09-10)

Sec. 111-9-11. - Duties of the fire and police departments.

Employees of the fire department and police department shall make a report in writing to the building official of all buildings or structures which are, may be, or are suspected to be dangerous buildings within the terms of this article. Such report shall be delivered to the building official within 24 hours of the discovery of any such buildings by any employee of said departments.

(Code 1979, § 11-06-11; Code 1994, § 14-09-11)

Sec. 111-9-12. - Administrative liability.

No officer, agent or employee of the city shall render himself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this article. Any suit brought against any officer, agent or employee of the city as a result of any act required or permitted in the discharge of his duties under this article shall be defended by the city attorney until the final determination of the proceedings therein.

(Code 1979, § 11-06-12; Code 1994, § 14-09-12)

Sec. 111-9-13. - Appeals.

An appeal to the district court from any order of the board of city commissioners made pursuant to the provisions of this article may be taken, within 30 days after service of such order upon him, by any person aggrieved by said order.

(Code 1979, § 11-06-13; Code 1994, § 14-09-13)



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## Custer Health

*For a healthier way of life.*

403 Burlington Street SE  
Mandan, North Dakota 58554  
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1-888-667-3370

March 4, 2019

Contact with Sample family from January 8, 2019 to March 4, 2019

1-9-19: Kristi's aunt Rosanne contacted me to request access to the property in order to retrieve 2 birds and 1 cat still in the home. They also wanted to grab clothes and toys for child.

1-11-19: Met Rosanne and Kristi's father Ellis at property with police escort and animal control to retrieve animals and items for child. A padlocked (unknown who placed on door) was removed from door to gain access. Ellis then placed his own padlock on door. I discussed Custer Health's process of nuisance abatement. He had received the certified nuisance abatement letter that morning.

1-15-19: Ellis dropped off padlock key at Custer Health.

1-16-19: Email from Rosanne regarding the need for a police escort to go onto property whenever Kristi wants to remove personal items. Discussed that it would not be necessary.

1-17-19: Further communication with Rosanne via email. Continued to stress the fact that no one should be in the home because of the structural integrity of the structure.

1-18-19: Rosanne emailed to let me know that Kristi had been released on bail and would be contacting me to retrieve the padlock key.

1-21-19: Email from Rosanne discussing possibility of Ellis's employer (Weiss contracting) being able to do the demolition on the home.

1-22-19: Kristi picked up padlock key at Custer Health. I told her I did not need the key back but that she needed to limit her time spent in the dwelling because of the structural integrity. She was only allowed to remove personal property, not inhabit the dwelling.

1-29-19: Email from Rosanne wondering who Kristi needs to contact for an extension. I discussed the fact that Candy with Code Enforcement would be the lead agency going forward and that they needed to contact her for an extension.

2-24-19: Email from Rosanne informing me that Kristi had contacted the historical society in order to prevent demolition of the home. I let her know that since the building inspector had determined it needed to be demolished that the historical society most likely wouldn't be able to prevent demolition.

Respectfully submitted,

Erin Ourada, MPH, REHS/RS  
Environmental Health Practitioner



Shopping Cart: 0 Items [\$0.00]

- [New Search](#)
- [History](#)
- [Payoff](#)
- [Pay Taxes](#)
- [Help](#)

**Parcel#:** 65-3303000

**Status:** Current

**Receipt:** 18296

**2018 Owner(s):**  
SAMPLE/VIRGIL R & KRISTI A

**Mailing Address:**  
% ELLIS E LARSON  
1821 N 11TH ST-TRLR 1809  
BISMARCK , ND 58501

**2018 Value:**

**Market:** \$62,800  
**Taxable:** \$2,826  
**Vet Credit:** \$0  
**Homestead Credit:** \$0  
**Net Taxable:** \$2,826

[Detail](#)

**2018 Taxes:** [View Pie Charts](#)

**First Half:** \$628.44 **Due:** 3/1/2019  
**Second Half:** \$374.74 **Due:** 10/15/2019  
**Total:** \$1,003.18

[Show Current Tax Bill](#)

[Detail](#)

**2018 Payments:**

**First Half:** \$0.00  
**Second Half:** \$0.00  
**Discount:** \$0.00  
**Total:** \$0.00  
(May include penalty & interest)

**2018 Legal Records:**

**Geo Code:**

**Property address:** 210 5TH ST NW, MANDAN ND 58554  
**Subdivision:** (168) FIRST NORTHERN PACIFIC ADDITION **Block:** 76  
**Legal:** LOT 7 & 8 -4361

**Note:** Morton County makes the Web information available on an "as is" basis. All warranties and representations of any kind with regard to said Information is disclaimed, including the implied warranties of merchantability and fitness for a particular use. Morton County does not warrant the information against deficiencies of any kind. Under no circumstances will Morton County, or any of its officers or employees be liable for any consequential, incidental, special or exemplary damages even if appraised of the likelihood of such damages occurring.

Web data was last updated 01/14/2019 09:00 AM.

**Send Payments To:**

Morton County Treasurer  
210 2nd Ave NW  
Mandan, ND 58554



# POLICE

*Mandan North Dakota*

Jason J. Ziegler  
Chief of Police  
205 1st Ave N.W.  
Mandan, ND 58554  
701-667-3250

January 18, 2019

VIRGIL R SAMPLE / KRISTI A SAMPLE  
210 5<sup>TH</sup> STREET NORTHWEST  
MANDAN, ND 58554

Case ID: MDN-19-1126

## NOTICE OF VIOLATION

It has been observed by the City of Mandan that the property located at 210 5<sup>TH</sup> St NW is in violation of the Mandan Code of Ordinances, DANGEROUS BUILDINGS 111-9-1. The City of Mandan requires all property owners to comply with municipal regulations. For your convenience, **Section 111-9-1** has been included.

As deemed by the City Building Official the house is in disrepair. You are hereby required to demolish the residence by **February 16, 2019**. In addition, you are also directed to **NOTIFY** the Code Enforcement Officer as to when the demolition is to be started. If demolition is not acquired by February 16, 2019 the City of Mandan will provide demolition and the cost of demolition will be assessed to your property.

If you have any questions, please do not hesitate to contact Code Enforcement at the information listed below or the Building Official at 701-667-3236.

Sincerely,

Candy Fleck  
Code Enforcement Officer  
Mandan Police Department  
701-667-3250  
cfleck@cityofmandan.com



# CITY OF MANDAN

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

## CITY DEPARTMENTS

ADMINISTRATION	667-3215
ASSESSING/BUILDING INSPECTION	667-3230
BUSINESS DEVELOPMENT	667-3485
CEMETERY	667-6044
ENGINEER/PLANNING & ZONING	667-3225
FINANCE	667-3213
FIRE	667-3288
HUMAN RESOURCES	667-3217
LANDFILL	667-0184
MUNICIPAL COURT	667-3270
POLICE	667-3455
PUBLIC WORKS	667-3240
WASTEWATER TREATMENT	667-3278
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

January 16, 2019

To:  
VIRGIL R SAMPLE & KRISTI A SAMPLE  
210 5th Street North West  
Mandan, ND 58554

RE: 210 5<sup>th</sup> Street North West Mandan

Mr. and Ms. Sample,

On January 15 2019 an inspection was done of the home at 210 5th Street North West in Mandan North Dakota at the request of Mandan Code Enforcement. The inspection was to determine if the residence at the previously mentioned address is suitable for habitation and/or able to be rehabilitated and made suitable for habitation. During the inspection numerous deficiencies were observed:

The structural integrity of the basement wall on the east side was observed to be collapsing and held up with wood supports, the load bearing members of the flooring system supporting the east section of the home was supported by jacks onto a non-load bearing slab, all the windows in the home were compromised in some way as to allow outside elements in, steps leading to the basement were not sound, the floor in the home was observed to be shifting towards the damaged portion of the foundation, floor sheeting on the upper level had holes in it to allow a clear view of the floor below, electrical wiring was exposed in an alarming number of places in the home, the plumbing for the upper level bathroom was exposed to a non-conditioned space below, the siding was missing or in dis repair in several spots, the gutter system was inadequate, roof system was in need of repair and a hole in the roof was observed on the south side, sections of the home had been blocked presumably do to structural issues rendering them unsafe, the home was dangerous to the health due to the contents of the home, adequate egress from the home was compromised due to debris in the home, and the home was in such a state that the safety or general welfare of the occupants was compromised to an extent as to have the home vacated.

Although this list is extensive it does not encompass all observed or unobserved issues with this structure or other structures on the property. The assessed value of the home is \$44,600. The cost to rehabilitate this property will exceed 50% of the home's value. It is the opinion of this office that the structures on this property need to be demolished due to the fact that they compromise the safety and health of the community.



"WHERE THE WEST BEGINS"

# CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW

MANDAN, NORTH DAKOTA 58554

701-667-3215 • FAX: 701-667-3223 • [www.cityofmandan.com](http://www.cityofmandan.com)

## CITY DEPARTMENTS

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POLICE	667-3455
PUBLIC WORKS	667-3240
WASTEWATER TREATMENT	667-3270
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

The Building Inspections Department will be following the procedure to have this property declared a dangerous building, condemn this property, and have it demolished as soon as is possible.

If you have any questions or concerns regarding this matter or the decision of this office feel free to contact us at 701-667-3230.

Shawn Ouradnik

City Building Official

ADDRESS: 210 5<sup>th</sup> St NW, Mandan, ND 58554

# OFFICIAL NOTICE DO NOT OCCUPY

UNDER CHAPTER 23-35-12 OF THE CENTURY CODE OF NORTH DAKOTA:

- Within the jurisdiction of the board of health of Morton County, a local health officer:
  - May take any action necessary for the protection of public health and safety

Notice is hereby given that these premises are declared unsafe or unsanitary and unfit for human habitation. It is unlawful for any person to continue to occupy or use these premises and any unauthorized person known to have removed or defaced this notice will be prosecuted as provided by law in ND Century Code 23-35-13. A person who violates any order, ordinance, or rule prescribed by any board of health or health officer or any rule adopted under this chapter is guilty of a class B misdemeanor.

1/8/19  
Date Posted

*Erin Owada for the local health officer*  
Signature of official



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Markwed Excavating, Inc.

3555 93rd St SE

Bismarck N.D. 58504

2/14/2019

Kristi Sample

210 5th St NW

Mandan ND 58554

Attn: Kristi

Re: Demo

We are please to quote the following:

This quote will cover the water and sewer disconnect, the demo and removal of the home and garage as well as the backfill of the foundation footprint to a flat grade. This quote will not include utility disconnects or the abatement of any asbestos materials that may need to be removed by a qualified company. Due to weather conditions we are requesting a time extension to complete this during the construction season.

Water and sewer disconnects:	\$5,500.00
Demo:	\$24,000.00
Truck out foundation walls:	\$1,800.00
Import fill and compact:	\$15,000.00
Permits and soil tests:	\$350.00
Project Total:	\$46,650.00

Thank You,

Markwed Excavating, Inc.



# Case Report

Mandan PD



Case Report Number 19001051-001  
Case Number: 19001051  
CFS Number: MDN-19-06404

Subject 90Z - All Other Offenses  
Entered On 3/26/2019 12:10:15 PM  
Entered By 12195 - Fleck, Candy R  
Reported On 3/12/2019  
Reporting Officer 12195 - Fleck, Candy R  
Report Type  
Disposition 4 - Active  
Assisted By  
Occurred On Tuesday 1/8/2019 12:00:00 PM  
(Date and Time)  
Or Between Tuesday 3/26/2019 8:00:00 AM  
(Date and Time)  
Location Name  
Address 210 5TH ST NW  
CSZ MANDAN ND 58554  
Jurisdiction Mandan  
District ND1 - Includes to West boundary city limits, West Main, North to Old Red Trail, and West side of Collins

Sector  
Coordinate X -100.89388  
Coordinate Y 46.83142  
Call Source SI - Self-Initiated  
Related Cases  
Means  
Motives  
Vehicle Activity  
Direction Vehicle Traveling  
Cross Street  
Notified  
Exceptional Clearances Basis  
Exceptional Clearance Date

## Summary

---

## Offense

---

Offense **PP-014 - Health and Safety**  
Code Section  
IBR Code  
Statute  
Location Type 20 - Residence/Home  
Completed N - No  
Hate/Bias 88 - None (No Bias)  
Premises Entered  
Entry  
Suspected of Using None/Unknown  
Weapons  
Criminal Activity  
Type Security  
Tools

## Offenders

---

Suspect Name **Sample, Kristi Ann** Alias

Address	CSZ	Address Type	County	Country
---------	-----	--------------	--------	---------

# Case Report

Mandan PD

210 5th St Nw	Mandan, ND 58554	H - Home	Morton	USA - United States Of America
---------------	------------------	----------	--------	--------------------------------

Phone Number	Phone Type
	C - Cell

Email Address

Sex	F - Female	Hair Color	BRO - Brown	Resident	R - Resident
Race	W - White	Hair Style		POB	unknown
Ethnicity	N - Not of Hispanic/Latino Origin	Hair Length		DLN	SAM-64-5686
DOB		Facial Hair		DL State	ND - North Dakota
Age	54	Complexion		DL Country	USA - United States of America
Juvenile	N - No	Teeth		SSN	000-00-0000
Eye Color	BRO - Brown	Build			
		Height	5' 2"		
		Weight	195		

Scars, Marks, Tattoos	SMT Location	Description

Attire	MO
Employer/School	
Employer Address	Habitual Offender
Employer CSZ	Status
Occupation/Grade	Notes

## Victims

Victim Name	<b>City Of Mandan</b>	Victim Type	B - Business
Aliases		Victim of	PP-014 - Health and Safety
		Domestic Indicator	Non-Domestic
Was Marsy's Card Provided?	No	Asserted Date	
Victim Asserted Non-Disclosure Right			

Address	CSZ	Address Type	County	Country
205 1st Ave Nw	Mandan, ND 58554	B - Business	Morton	USA - United States Of America

# Case Report

Mandan PD

Phone Number	Phone Type
(701) 667-3250	B - Business

Email Address

Sex	Hair Color	DLN
Race	Facial Hair	DL State
Ethnicity	Complexion	DL Country
DOB	Height	SSN
Age	Weight	Attire
Juvenile	Resident	
Eye Color	POB	

Employer/School  
Employer Address  
Employer CSZ  
Occupation/Grade

Testify  
Injury  
Circumstances  
Just. Hom. Circ.

Offender	Relationship

LEOKA Type  
Assignment  
Activity  
ORI-Other  
Jurisdiction

Notes

## Witnesses

## Other Entities

## Properties

## Narrative

3/26/2019 8:00:00 AM	12195 - Fleck, Candy R
<p>01/15/19 went to this property for evaluation with city building inspector, Custer Health, DC Flaten, Mr. Bitz, Mr. Dirk and myself. House was cleared and we went in walked around main floor, upstairs and downstairs. Mr. Ouradnik took several pictures as we traveled through the property. As we talked briefly after(DC Flaten, Ms. Ourada(Custer Health), Mr. Ouradnik(City Building Inspector) and myself) we all were in agreement that the structure is unsafe.</p> <p>01/18/19 Mr. Ouradik drafted a letter explaining the violation and I included my letter with time frame for resolution and hand delivered it to Burleigh Co. detention center as Ms. Sample was to be released on this day.</p> <p>Ms. Sample then contacted me to ask permission to be at her property. I advised her she would be allowed to go into the home to gather her belonging but was not to be staying there.</p> <p>01/28/19 Ms. Sample called and left message.</p> <p>01/30/19 DC Flaten and myself returned a call to Ms. Sample. She was advising she needed more time to gather her belongings as her house had been broken into. At this time we advised Ms. Sample there would not be an extension</p>	

granted. She needed to do whatever she could to get her belongings out of the house by 2/16/19. As far as the demolition of the house, if we were contacted by a contractor we would discuss extension with them.

02/04/19 Mr. Larson(Kristie's dad) stopped at the LEC to visit with me about the property. On my way upstairs I advised DC Flaten that he was here to visit with us. We met with him in the lobby. We repeated the process that we had explained to Kristie. She would not be granted an extension, however, if there was a "signed" contract we would be willing to work with contractor due to weather conditions.

02/15/19 Estimate was dropped of at my office. Markwed Excavating Inc. had provided a "quote" for demolition of the property.

02/20/19 I called Ms. Sample and advised her a "estimate" was not a signed contract this would not be adequate. She advised she would call and discussing it with them and get me a signed legal contract.

02/26/19 As I had not heard back from Ms. Sample I called Mr. Mike Markwed in reference to the demolition. He advised me he had not heard from Ms. Sample or her father since he had gave them the estimate. He also advised he went to the property and gave the estimate to best of his ability without going inside. He advised there had been a couple of options visited in regards to payment but nothing signed.

02/28/19 DC Flaten, Ms. Ourada, Mr. Ouradnik and myself met at the LEC to discuss further progress of this property. It was decided as there has been no further contact from Ms. Sample or Mr. Larson we would proceed with a hearing to get this matter resolved.

**Evidence Checklist**

Additional Evidence Items? No

Video Recording  
In-Car Video  
Surveillance

Interview Room  
Other Recording  
What other recordings are there?

Audio Recording  
911 Call  
Other Audio

Other Dispatch Call

Photographs  
Uploaded to P1

Entered into Evidence

Written Statement  
Victim  
Witness

Suspect

Medical Forms

Emergency Detention  
Worksheet  
Use of Force Report

Domestic Violence  
Investigation  
Waiver of Rights  
Photo Log  
Search Warrant / Return

Affidavit  
Evidence Inventory

Affidavit of Forgery Form  
Copy of Checks

Other  
Describe

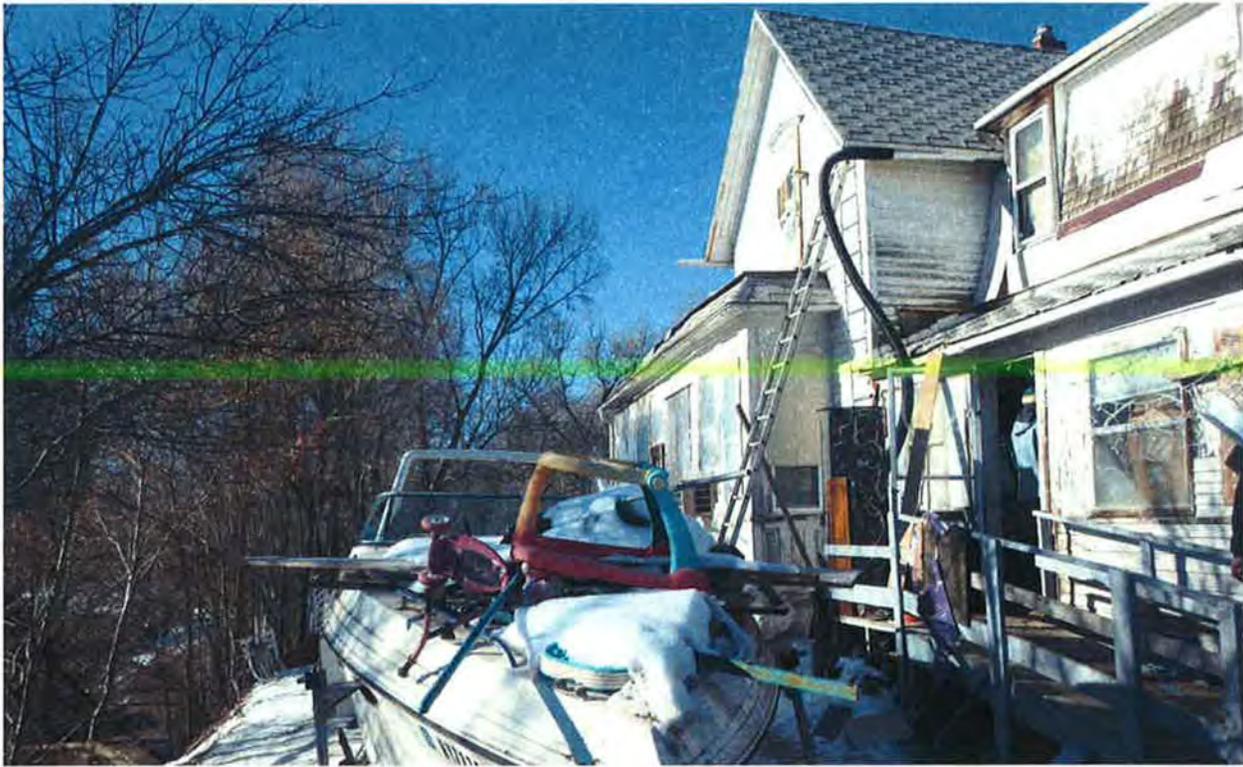


Photo taken  
01-08-19  
South side of  
house

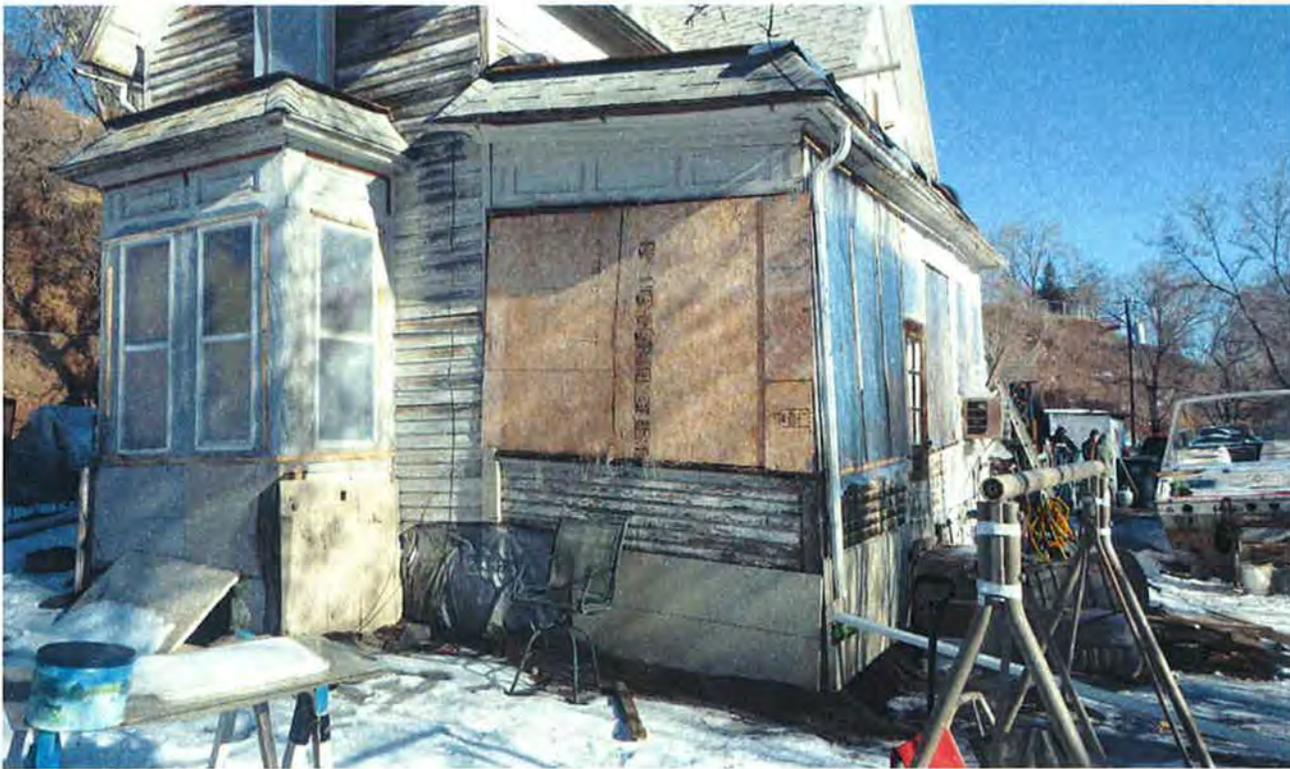


Photo  
taken  
01-08-19  
West side  
of house



Photo taken  
01-08-19

West side  
of house



Photo  
taken  
01-08-19

West side  
of house

#3 Sample House 210 5<sup>th</sup> St NW Mandan



Photo taken  
01-08-19

West side  
of house



Photo taken  
01-08-19

Northwest  
Side of  
house



Photo taken  
01-08-19

North side  
of house

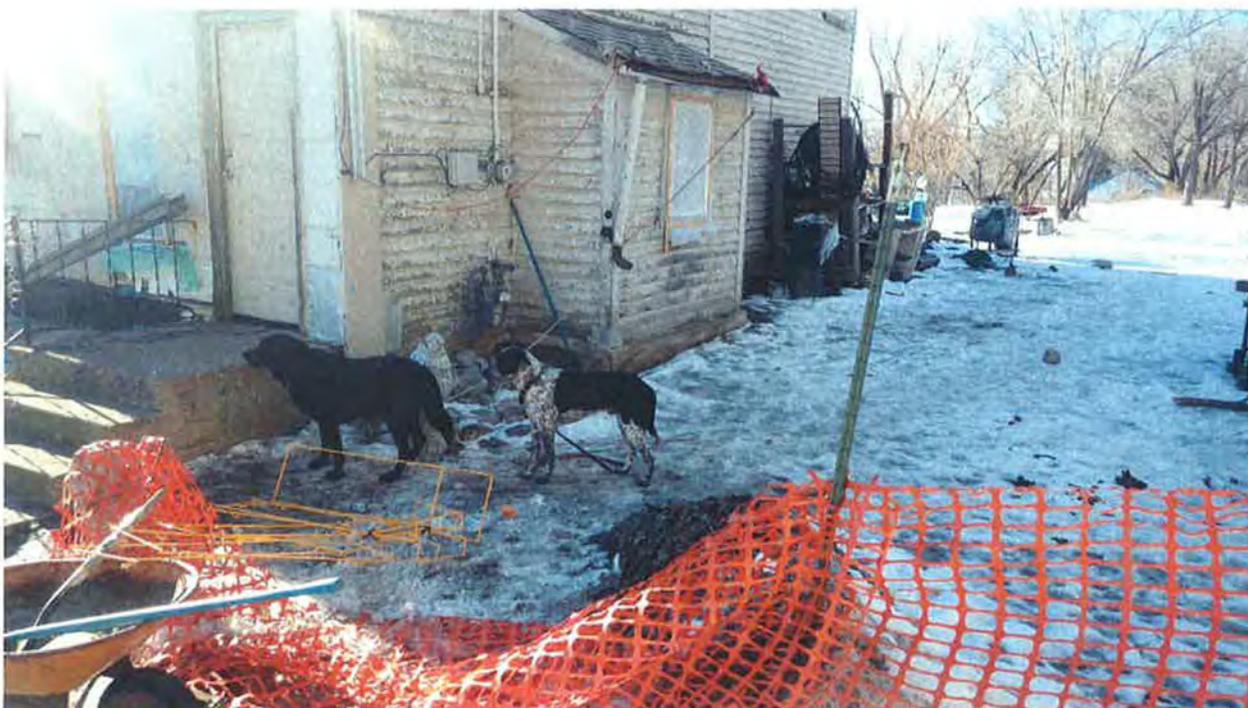


Photo taken  
01-08-19

Northeast  
Side of  
house

#5 Sample House 210 5<sup>th</sup> St NW Mandan

Photo taken  
01-08-19

Northeast  
side of house



Photo taken  
01-08-19

East side of  
house





Photo taken  
01-08-19  
Foundation  
propped up  
with boards



Photo taken  
01-08-19  
Foundation  
propped up  
with boards

#7 Sample House 210 5<sup>th</sup> St NW Mandan

Photo taken 01-08-19

Photo taken in basement

Floor jack and post holding up first floor

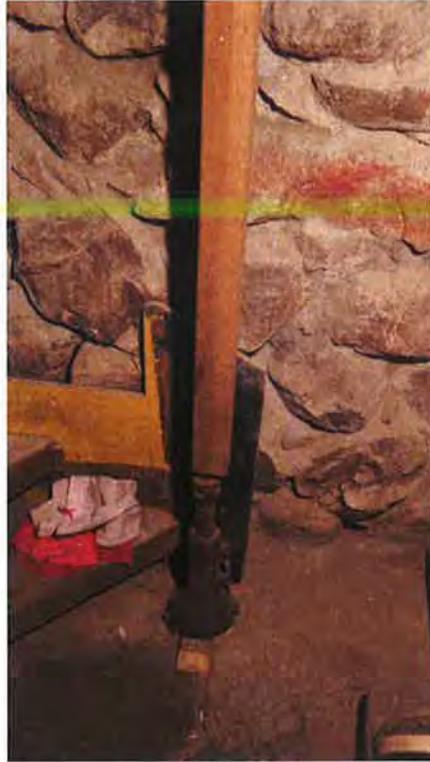


Photo taken 01-08-19

Photo taken in basement

Floor jack, post and board holding up

First floor



#8 Sample House 210 5<sup>th</sup> St NW Mandan

Photo taken 01-08-19

Photo taken in basement

Floor jack and post holding up first floor



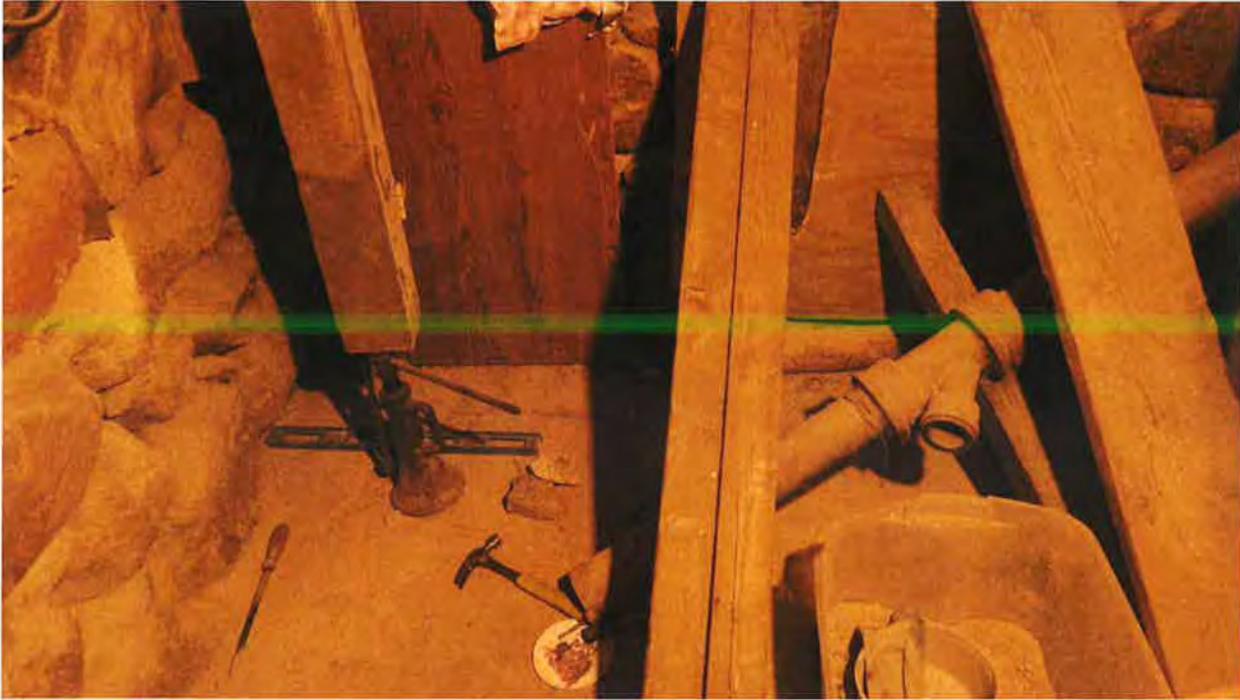


Photo taken  
01-08-19  
Taken in  
basement  
Floor jack and  
post holding  
up first floor



Photo taken  
01-08-19  
Basement



Photo taken  
01-08-19  
Taken in  
basement  
Floor jack and  
post holding  
up first floor



Photo taken  
01-08-19  
Foundation  
propped up  
with boards.  
Floor jack  
and post  
holding up  
first floor

#11 Sample House 210 5<sup>th</sup> St NW

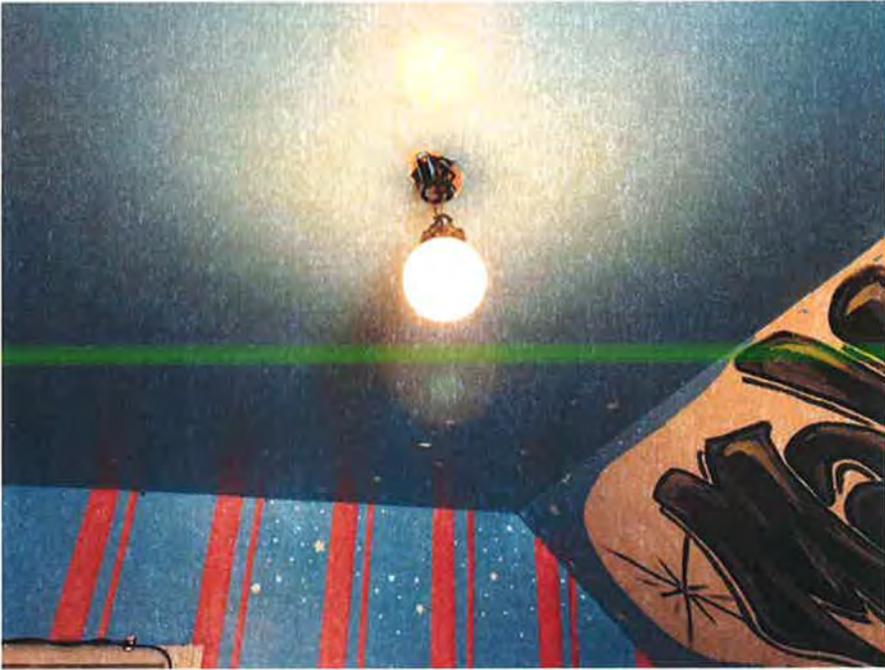


Photo taken 01-08-19

Electrical

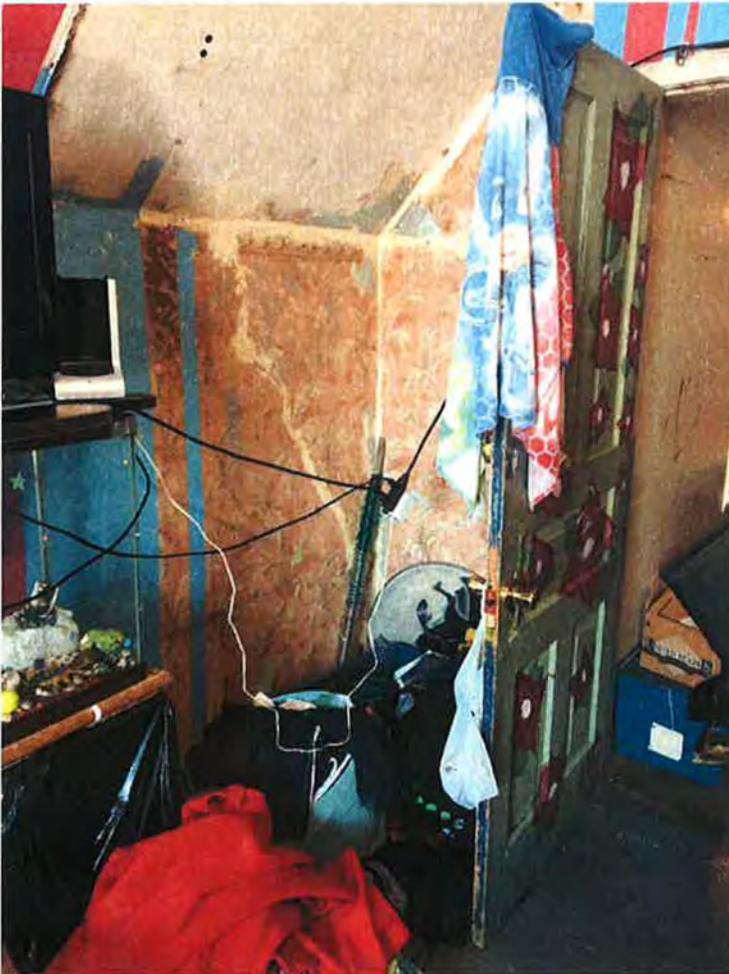


Photo taken 01-08-19

Electrical

#12 Sample House 210 5<sup>th</sup> St NW

Photo taken 01-08-19

Electrical



Photo taken 01-08-19

Electrical



#13 Sample House 210 5<sup>th</sup> St NW

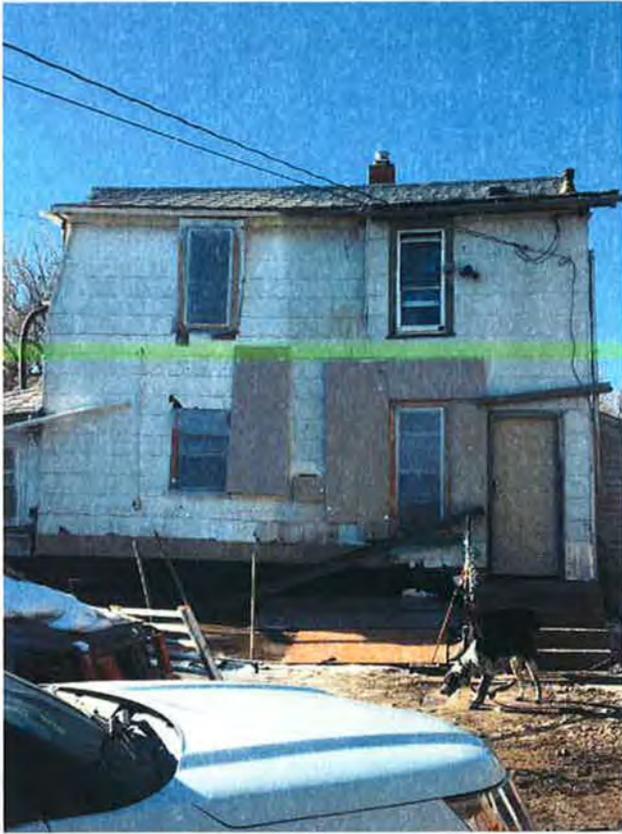


Photo taken 01-08-19

East Side of house



Photo taken 01-08-19

West side of house

#14 Sample House 210 5<sup>th</sup> St NW

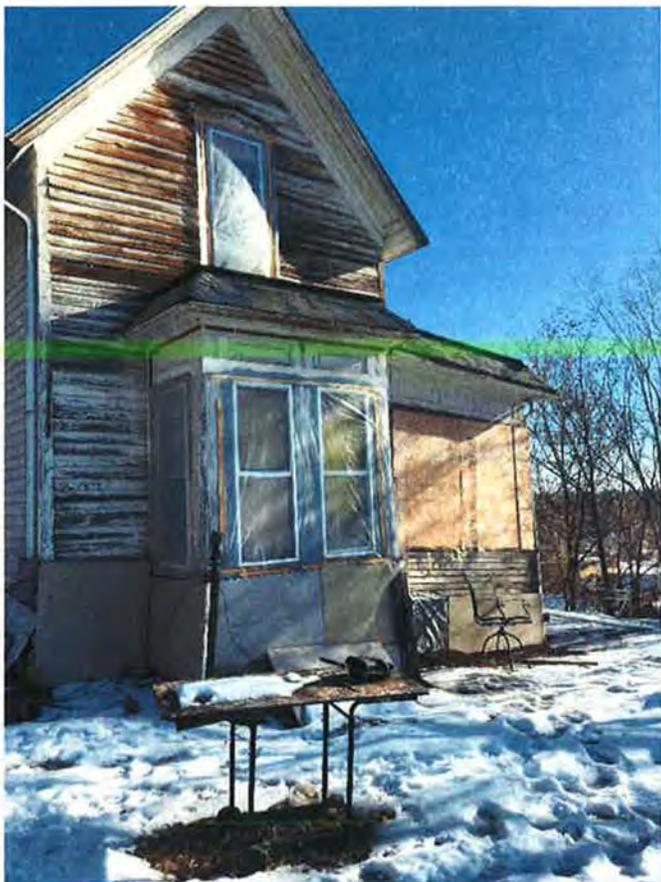


Photo taken 01-08-19

West side of house



Photo taken 01-08-19

South side of house

#15 Sample House 210 5<sup>th</sup> St NW

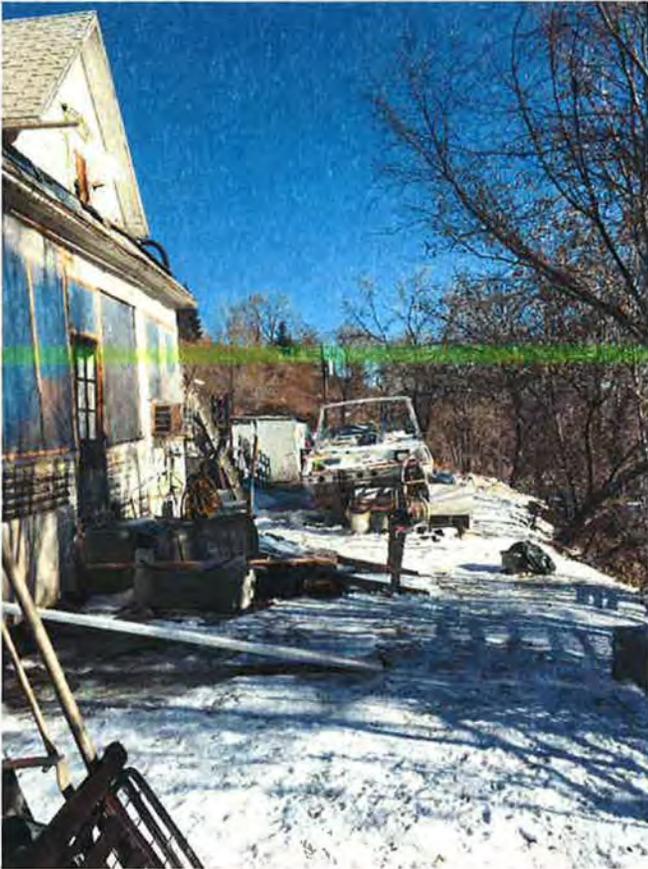


Photo taken 01-08-19

South side of house



Photo taken 01-08-19

South side of house

#16 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-08-19

South side of house



Photo taken 01-08-19

East side of house, notice posted by  
Custer Health

# 17 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

South side of house



Photo taken 01-15-19

South side of house

# 18 Sample House 210 5<sup>th</sup> St NW

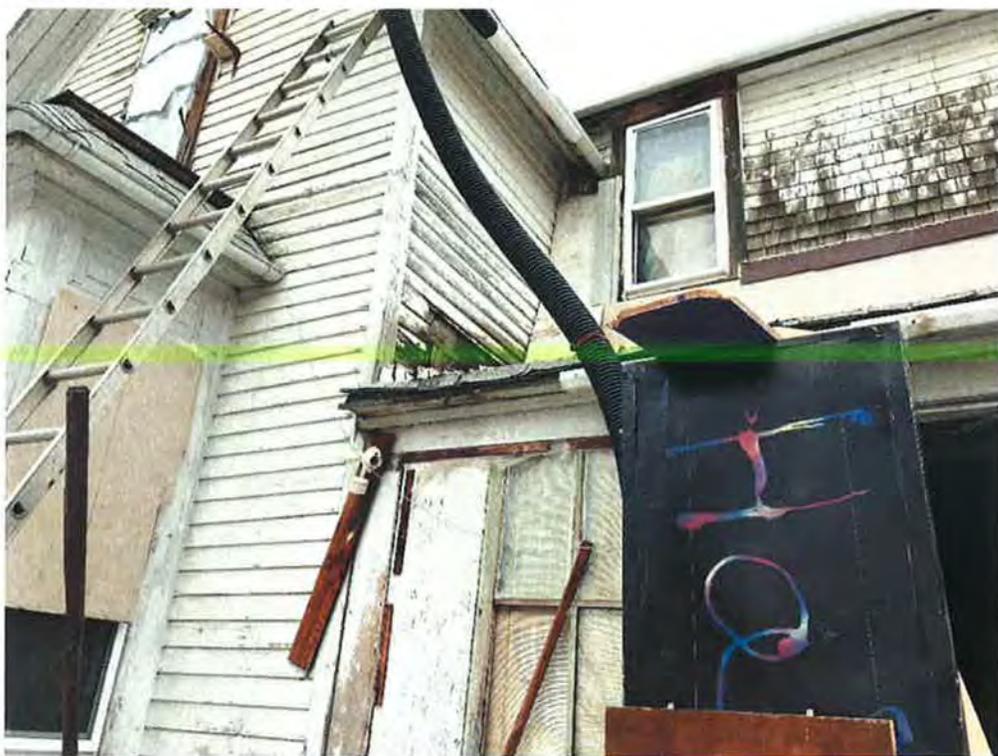


Photo taken 01-15-19

South side of house



Photo taken 01-15-19

South side of house

# 19 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

South side of house



Photo taken 01-15-19

South side of house

# 20 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

East side of house



Photo taken 01-15-19

East side of house

# 21 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
Northeast side of house



Photo taken 01-15-19  
Northeast side of house

# 22 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Electrical wiring held up with garbage bag inside kitchen/hall area (wiring is supported by bag to ceiling)



Photo taken 01-15-19

Wiring coming down from bag to electrical box in kitchen/hall area

# 23 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement foundation

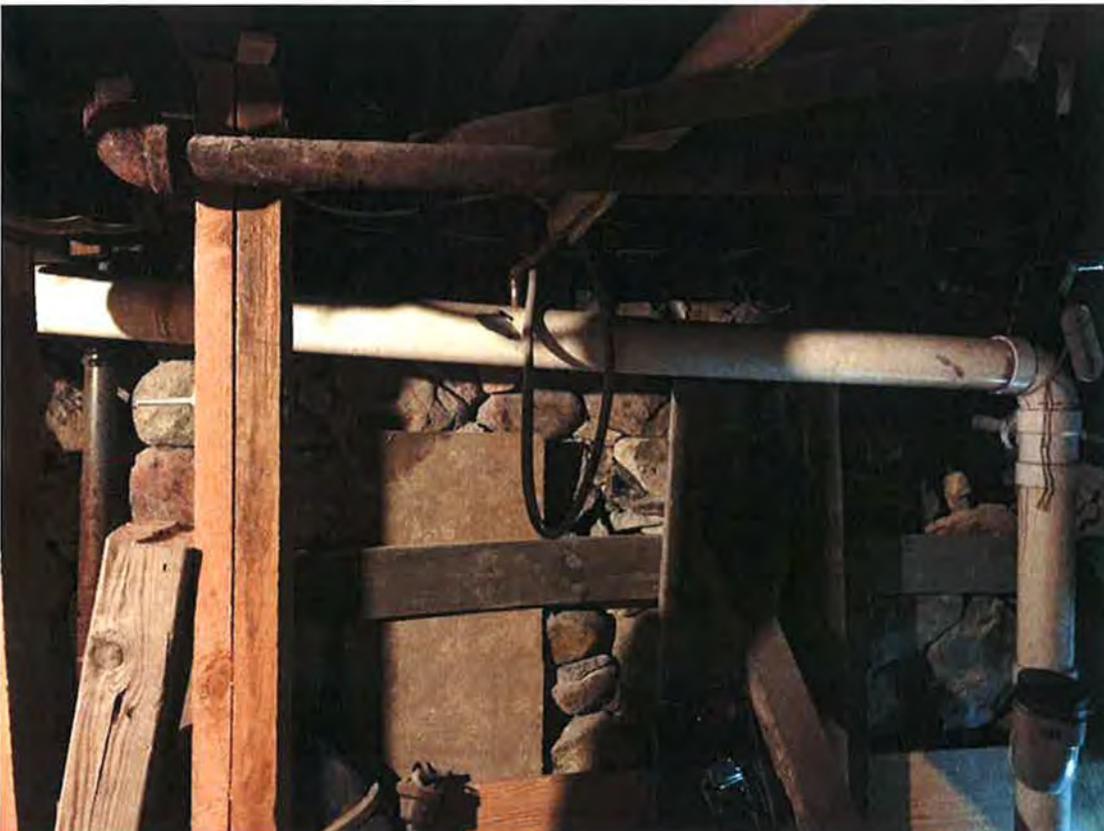


Photo taken 01-15-19

Basement

# 24 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement



Photo taken 01-15-19

Basement – main floor held up with post and floor jack

# 25 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement – main floor held up with post and floor jack



Photo taken 01-15-19

Basement – main floor held up with post and floor jack

# 26 Sample House 210 5<sup>th</sup> St NW

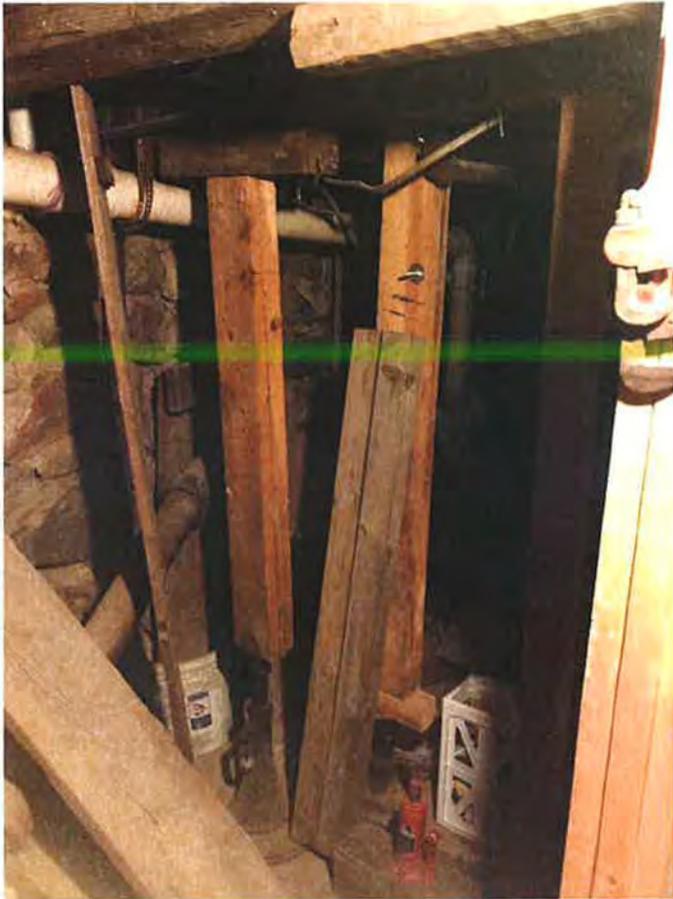


Photo taken 01-15-19

Basement – main floor held up with post and floor jack



Photo taken 01-15-19

Basement – main floor held up with post and floor jack

# 27 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement – foundation supported with 2X4s



Photo taken 01-15-19

Basement – main floor held up with post and floor jack

# 28 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement – furnace



Photo taken 01-15-19

Basement – hot water heater

# 29 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement – post  
supporting main floor



Photo taken 01-15-19

Basement

# 30 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement



Photo taken 01-15-19

Basement - electrical

# 31 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement -electrical

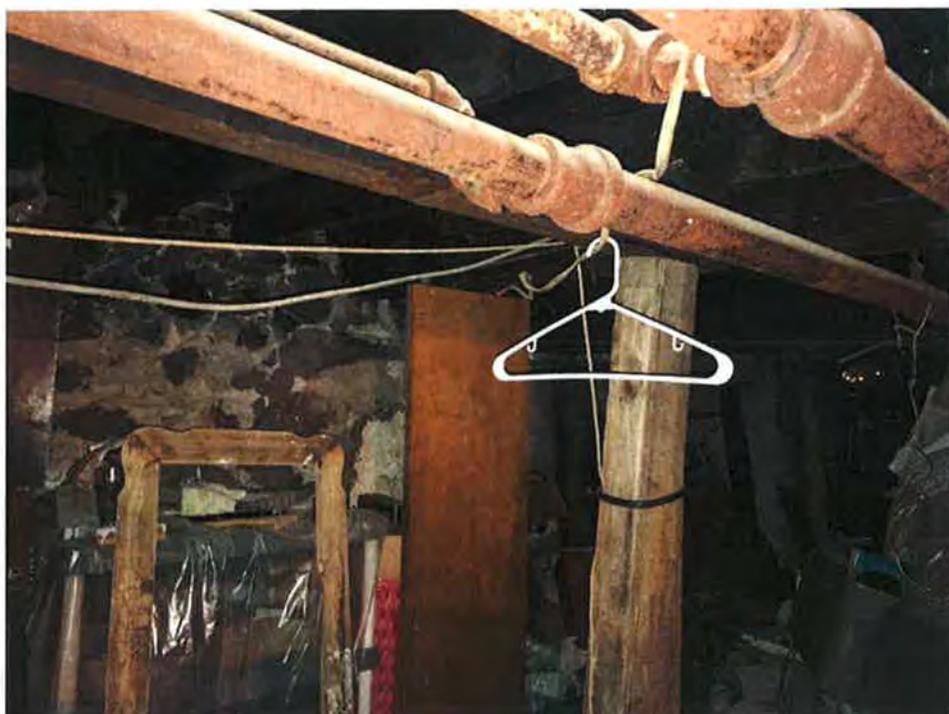


Photo taken 01-15-19

Basement

# 32 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
Basement –supporting  
main floor



Photo taken 01-15-19  
Basement

# 33 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
Basement –supporting  
main floor



Photo taken 01-15-19  
Basement – supporting foundation and main floor

# 34 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Basement –support for step, basement stairs



Photo taken 01-15-19

Basement stairs

# 35 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Kitchen ceiling



Photo taken 01-15-19

Interior of house with plastic covering area around windows

# 36 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
ceiling



Photo taken 01-15-19  
Interior/electrical

# 37 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

interior



Photo taken 01-15-19

Interior/electrical

# 38 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Interior electrical

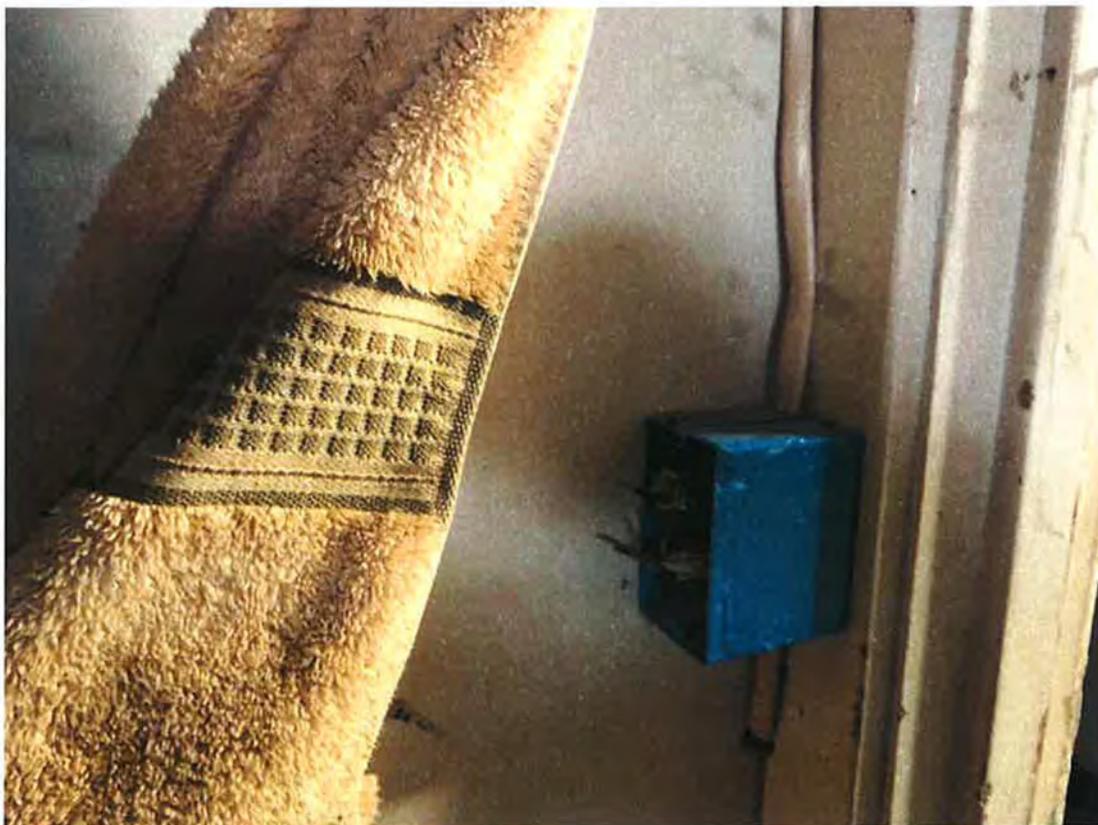


Photo taken 01-15-19

Interior/electrical

# 39 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
bathroom

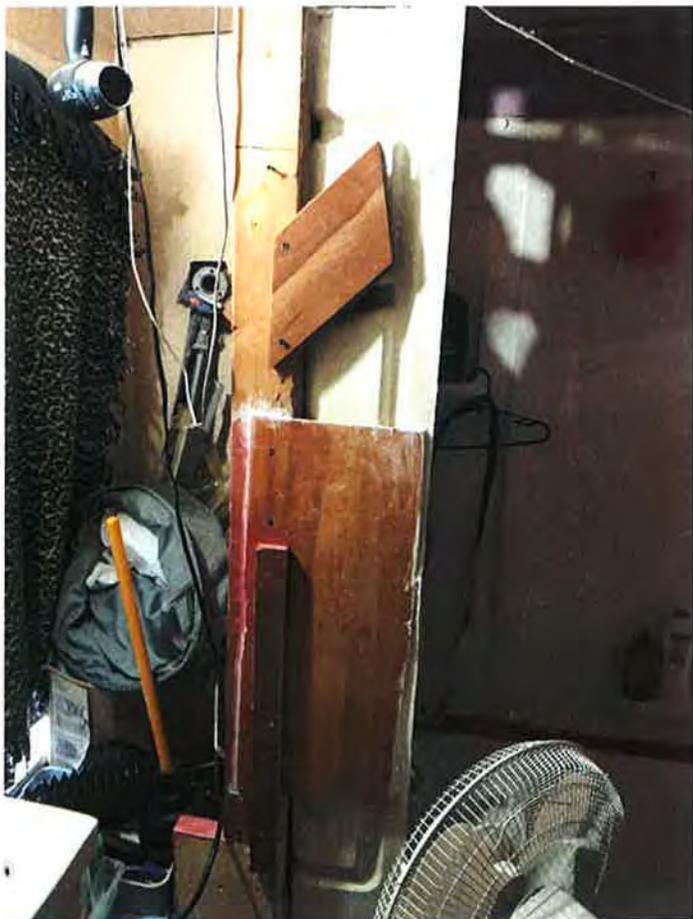


Photo taken 01-15-19  
bathroom

# 40 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
interior

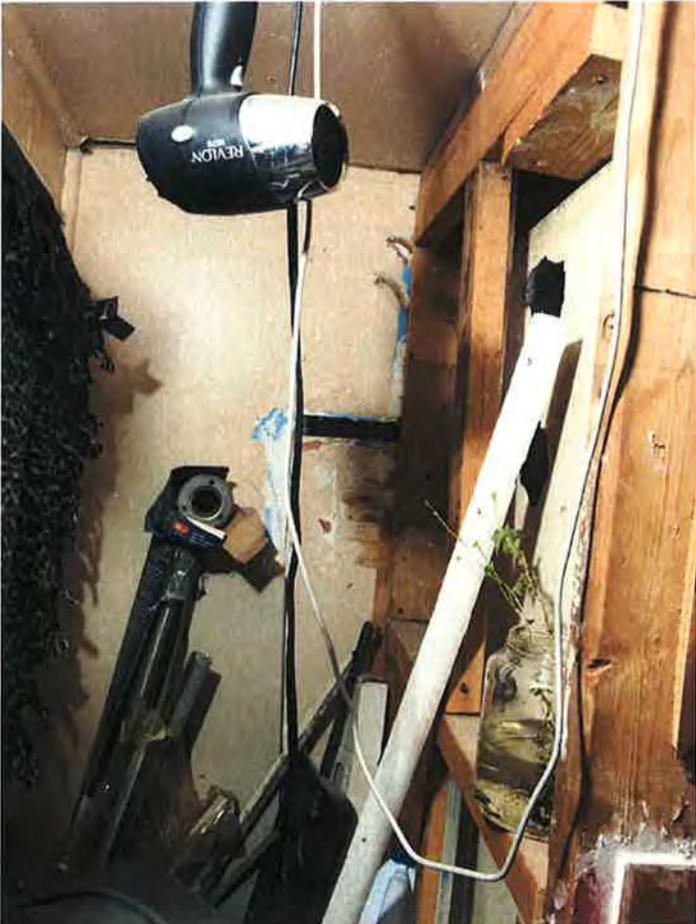


Photo taken 01-15-19  
interior

# 41 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Roof

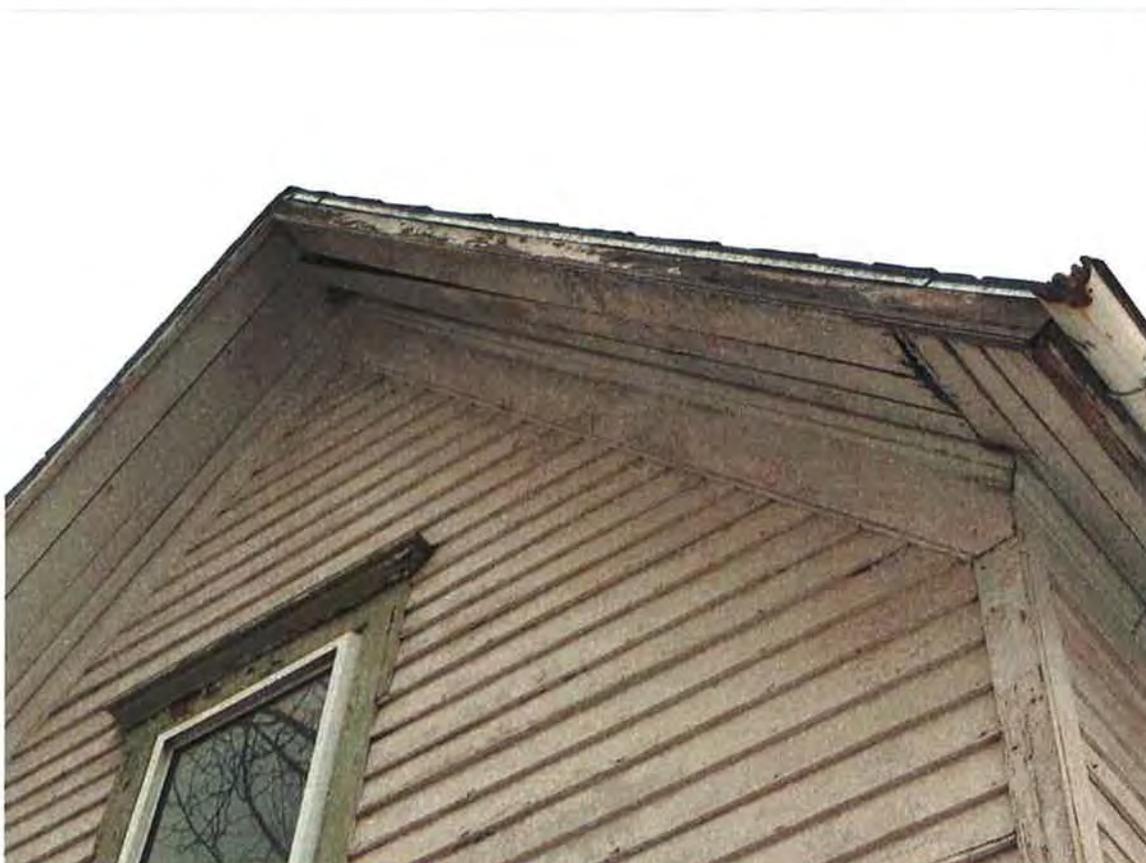


Photo taken 01-15-19

Soffit

# 42 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

Roof



Photo taken 01-15-19

exterior

# 43 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
exterior



Photo taken 01-15-19  
exterior

# 44 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
exterior



Photo taken 01-15-19  
exterior

# 45 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

West side



Photo taken 01-15-19

South side

# 46 Sample House 210 5<sup>th</sup> St NW

Photo taken 01-15-19  
roof



Photo taken 01-15-19  
South side

# 47 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

South side



Photo taken 01-15-19

South side

# 48 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19

South side



Photo taken 01-15-19

South side

# 49 Sample House 210 5<sup>th</sup> St NW

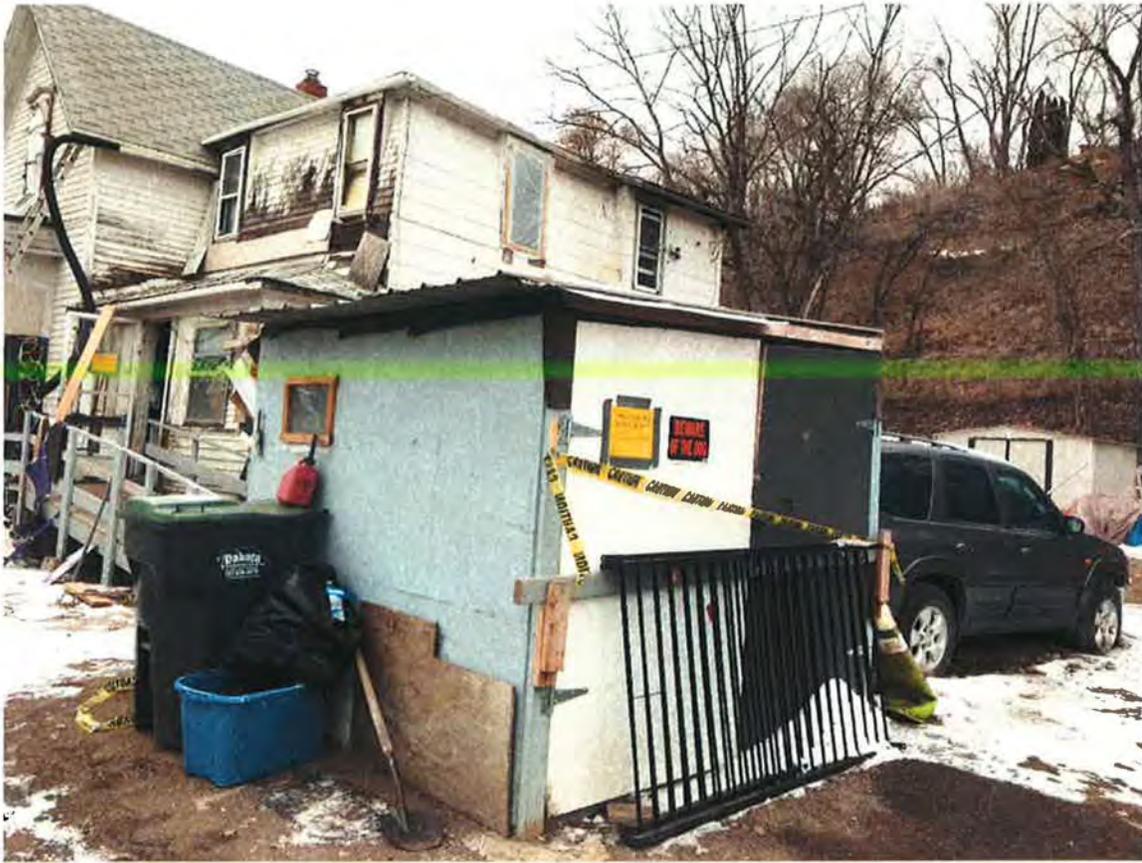


Photo taken 01-15-19  
Southeast side



Photo taken 01-15-19  
East side

# 50 Sample House 210 5<sup>th</sup> St NW



Photo taken 01-15-19  
East side



Photo taken 01-15-19  
Exterior



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 12, 2019  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Engineering Service Agreement with HDR for Study and Preliminary Design of Water and Sewer for Memorial Highway

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**STATEMENT/PURPOSE:** To enter into an Engineering Service Agreement with HDR for preliminary engineering of the Memorial Highway watermain and sanitary sewermain systems.

**BACKGROUND/ALTERNATIVES:** Several months ago, the NDDOT selected HDR as the Engineering consultant firm to plan and design the very large project to reconstruct Memorial Highway from Main Street to the Expressway. This is a huge project that is estimated to cost over \$30M to complete for just the roadway improvements and the storm sewer improvements. The roadway and the storm sewer components of the project are eligible for federal funds and state cost share at a total percentage of 90% leaving the city with 10% of those costs under the long-established cost share formula of the DOT's.

Underneath the Memorial Highway roadway and within the right of way, we also have a robust network of both city watermain and sanitary sewermain. Both of those pipe networks are now over 40 years old.

The watermain pipe is Asbestos Cement Pipe (ACP), which is a type of pipe commonly used during that time period. The ACP has proven to be less reliable than other types of pipe over the years and it is strongly recommended that it be replaced under the entire stretch during the reconstruct.

The sanitary sewermain is also over 40 years old now and it is conservatively anticipated that it is the best time to replace that as well. If we don't address now, will it last another 40 years or so? Will the lowering of the road for better storm drainage conflict with the sanitary pipe? Consistent with the master lift station study that was recently completed, is the cost/benefit there to replace three lift stations along Memorial Highway with one located off of Memorial Highway and utilize more length of preferred gravity sewer as

opposed to sanitary forcemain? Even though we anticipate replacement, we want to dig into the above questions to make sure that we are getting the best long-term value out of whatever we do.

In order to preliminarily design our watermain and sanitary sewer systems to answer aforementioned questions and others related to the roadway design, we need to enter into our own agreement with HDR because the DOT's cost share policy is not to participate in water and sanitary sewer systems costs. Per the 2010 corridor study, the construction of the water and sanitary sewermain was estimated at \$8.4M with \$1.2M of that going towards engineering (design and construction).

The engineering agreement before you is for preliminary design and is for a total of \$315K. The agreement is with HDR, however, they are subconsulting with AE2S who has the majority of the work under this agreement. Without this work, we would not be addressing water and sanitary systems with the Memorial Highway reconstruct which would not be advised by our office.

This agreement would see preliminary design through to early fall. It is anticipated that final design would start right after en route to a late 2020 bid opening for 2021 construction of the first phase. The funding phases break this project up into three in order to best fit the DOT's program. However, the consultant has been tasked to look into making a two phase construction project feasible to better control disruption due to the project. That is part of what they will be working on with the current preliminary design effort.

#### ATTACHMENTS:

- 1) Engineering Service Agreement with HDR

FISCAL IMPACT: When the 2019 budget was put together, we requested the entire NDDOT participating engineering effort in 2019 which comes to \$347,650 for the city. Though the water and sewermain total projects (including engineering) were requested in budget, they were requested in the years that we expect construction to occur, therefore we do not have the funds to cover all the engineering expected this year. Engineering has consulted with Finance and the directive in order to cover 2019 engineering is to amend the 2019 budget to appropriate \$122,350 from the water and sewer utility fund towards this engineering effort.

Revised on April 16th. Engineering misunderstood the direction from Finance. For the project, we have \$347K budgeted for this year. The consultant expects \$470K needed for engineering this year. However, that \$470 is split between \$150K (our 10%) needed for road and storm sewer preliminary engineering and \$320K (we have 100%) needed for the water and sanitary sewer engineering. Since road and utility come from two separate funding sources, it is incorrect to simply take the difference for this years need for the

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entire project, We need to revise to request to amend this year's water and sewer utility fund for the entire \$320K needed for the water and sewer design.

STAFF IMPACT: Regular project coordination and review duties.

LEGAL REVIEW: Attorney Brown was sent a copy of this engineering service agreement and had no issues.

RECOMMENDATION: Amend the water and sewer utility fund budget and approve this Engineering Service Agreement with HDR.

SUGGESTED MOTION: Move to approve amending the 2019 water and sewer utility fund budget by appropriating \$320,000 towards the Engineering Service Agreement with HDR and approve the Engineering Service Agreement with HDR.

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,  
INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER MH-1**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of April, 2019, between City of Mandan ("OWNER") with principal offices at 205 Second Avenue NW, Mandan, ND 58554, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Memorial Highway – City Utilities ("Project");

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

**SECTION IV. COMPENSATION**

Compensation for ENGINEER'S services under this Agreement shall be on the basis of the attached 2019 HDR Rate Sheet (updated annually), invoiced on a monthly basis. The not to exceed fee estimate of this Task Order is \$315,137.00 and if desired by the OWNER can be amended as necessary.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

described in Exhibit A within a reasonable period of time.

within the time period(s) described in Exhibit A.

as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Mandan  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT A**

**SCOPE OF SERVICES**

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APPENDIX A  
February 21, 2019

City of Mandan  
PROJECT SCOPE OF SERVICES  
HDR Engineering, Inc.

**PROJECT OVERVIEW**

The North Dakota Department of Transportation (NDDOT) is proposing to reconstruct Memorial Highway from Main Street to 46<sup>th</sup> Avenue in Mandan (the Project). HDR has been selected to provide the preliminary engineering services (PE) for the Project. This scope and fee outline preliminary design and engineering activities associated with the watermain and sanitary sewer system for the City of Mandan.

**SCOPE OF SERVICES TO BE PERFORMED:**

**Task 100– Project Administration**

*Objective:* To provide efficient, timely project set-up, oversight, invoicing and reporting.

**101 Project Development and Staff Meetings**

HDR's project manager will monitor project milestones and conduct staff meetings as needed to coordinate with project staff and to discuss work plan. The project scope and budget will be tracked and City of Mandan will be notified of any potential changes.

**102 Coordination with the City of Mandan**

Coordination will take place with City of Mandan staff throughout the project. Communications methods may include in person meetings, phone calls and e-mails. Meeting minutes will be prepared and distributed to meeting attendees.

**103 QC/QA Reviews**

QC/QA reviews will be conducted in accordance with an agreed upon Project QC/QA plan

**104 Progress Reporting and Invoicing**

HDR will prepare and submit monthly progress reports and invoices to City of Mandan.

Deliverables

- Progress Reports
- Invoices

**Task 200– Preliminary Design of Watermain Distribution and Sanitary Sewer**

*Subconsultant:* Advanced Engineering & Environmental Services

**Task 300– Environmental Documentation**

**301 Categorical Exclusion**

Coordination on alternatives for this project early in the process is important. HDR will include the proposed City of Mandan utility improvements in the environmental document being done in coordination with Memorial Highway improvements according to NDDOT design manual.

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Key Understandings/Assumptions

- Alternatives and updates to the City utility design and layouts may occur after the environmental document is complete requiring environmental documents amendments. Additional environmental work required to address these updates outside of the study will require additional work and a contract amendment.

**Task 400– Landowner Coordination**

**401 Utility Easements**

HDR staff will discuss potential utility corridor and related infrastructure locations with landowners.

**PROJECT SCHEDULE**

HDR will schedule activities and work to meet the milestone dates listed below.

<b>ACTIVITY</b>	<b>PROJECTED END DATE</b>
Preliminary Utility Design	6-30-2019
Draft Documented CATEX	8-15-2019
Documented CATEX	9-15-2019

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**HDR Engineering  
2019 Hourly Billing Rates**

Enclosed are the 2019 Hourly Billable Rates for HDR Engineering. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly billing rates for equipment as defined below.

<u>Description</u>	<u>Billing Rate/Hour</u>
Managing Principal	225
Senior Project Manager	195
Project Manager II	180
Project Manager I	160
Engineer V	180
Engineer IV	160
Engineer III	145
Engineer II	130
Engineer I	115
<u>ASME Disciplines</u>	<u>180</u>
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way III	175
Right of Way II	155
Right of Way I	120
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	120
Construction Inspector	95
Public Involvement/Graphic Designer III	150
Public Involvement/Graphic Designer II	125
Public Involvement/Graphic Designer I	95
Project Controller	95
Project Assistant	85
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

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**Direct Expenses**

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile

Printing:

B&W 8.5x11	\$0.038 each
Color 8.5x11	\$0.135 each
B&W 11x17	\$0.076 each
Color 11x17	\$0.270 each
Plots Bond	\$0.45 per sq. ft.

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.



April 9, 2019

Craig Mizera, PE  
HDR Project Manager  
4503 Coleman Street, Suite 105  
Bismarck, ND 58503-2007

**RE: Memorial Highway Reconstruction**  
City Utilities: Study and Preliminary Engineering Services

Dear Mr. Mizera:

Advanced Engineering and Environmental Services, Inc. (AE2S) is pleased to provide this letter proposal to HDR for the Memorial Highway Reconstruction Project.

**Study and Preliminary Engineering Scope**

AE2S will perform the following tasks in either conjunction or in addition to the tasks outlined by HDR Engineering Services Agreement.

**Sanitary Sewer Collection System**

**Alternatives Evaluation**

- a) Sanitary Sewer Collection Modeling
  - Evaluate existing sanitary flow records to determine existing sewer flow demands.
  - Evaluate existing undeveloped land or potential redevelopment sites within service area to determine future sewer flow demands.
  - Update existing sewer model to reflect anticipated future demands to determine sewer main sizes.
- b) Develop Opinions of probable cost for up to three new improvement alternatives including:
  - Replace all sanitary sewer mains and decommission three lift stations within the corridor and replace with new sanitary sewer mains along with a single new lift station and corresponding forcemain.
  - Rehab the three existing lift stations and spot repair the sanitary sewer main as identified by City inspections.
  - TBD: A combination of replacement and rehab of the lift stations and sanitary sewer to achieve a balance of improved infrastructure with cost.
- c) Refine Opinions of probable cost for the previously studied alternative to replace all sanitary sewer, decommission three existing lift stations, and install one new lift station with associated force main.

**Preliminary Engineering (based on City chosen Alternative)**

- a) Lift Station and Sanitary Sewer Design
  - Meet with City Staff to identify and document system challenges and deficiencies.
  - Identify lift station site access and design or rehab challenges
  - Identify electrical needs and challenges
  - Identify design and construction sequencing challenges
  - Coordinate electrical, process and instrumentation and control equipment selection with City.
  - Prepare preliminary plans for rehabbing the existing lift stations or for a single new lift station.
  - Prepare preliminary plans detailing chosen improvements to the sewer mains.

- b) Internal/External Design Meetings & Coordination
  - Meet no more than once a month externally, not to exceed 6 meetings. These meetings will be conducted in conjunction with other utility and project components.
  - Conduct informal internal meeting as deemed necessary by project manager.
  - Coordinate progress biweekly with HDR.
- c) Project Management consisting of internal and external team management, schedule and budget management, deliverables management, QA/QC, and overall integration of the AE2S team with the other entities.
- d) Deliverables
  - Opinion of Probable Cost for the studied improvement alternatives.
  - Technical memorandum for lift station recommendations, sanitary modeling results, sewer sizing, and construction sequencing.
  - Preliminary plans showing selected sanitary sewer and lift station improvements.
  - Meet with City to review deliverables.

#### Watermain Distribution System

##### Preliminary Engineering

- a) Water System Modeling
  - Evaluate existing flow records to determine existing flow demands.
  - Evaluate existing undeveloped land or potential redevelopment sites within service area to determine future flow demands.
  - Evaluate land use types and zoning to determine fire flow demands.
  - Modify existing water system model to reflect the new demands to size water main through the corridor.
- b) Preliminary Plans
  - Coordinate watermain location and service area with City and for construction sequencing of the overall project.
  - Identify alternatives for permanent and temporary water service as may be required for construction sequencing.
  - Meet with City Staff to identify and document system challenges and deficiencies.
  - Plans showing watermain location, layout, and sizing.
- c) Internal/External Design Meetings & Coordination
  - Meet no more than once a month externally, not to exceed 6 meetings. These meetings will be conducted in conjunction with other utility and project components.
  - Conduct informal internal meeting meetings as deemed necessary by project manager.
  - Coordinate progress biweekly with HDR.
- d) Project Management consisting of internal and external team management, schedule and budget management, deliverables management, QA/QC, and overall integration of the AE2S team with the other entities.
- e) Deliverables
  - Opinions of Probable Cost for proposed improvements.
  - Summarize the modeling analysis, preliminary design, and opinion of probable costs in a technical memorandum.
  - Preliminary plans showing watermain layout and sizing.
  - Meet with City to review deliverables.

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HDR will provide:

- a) Schedule updates
- b) Preliminary vertical roadway alignment.
- c) Overall Project Coordination and Management with the City and NDDOT.
- d) Timely notifications of scope and project changes

**Fees & Performance Schedule**

AE2S proposes a not to exceed fee of \$259,900 based on our Standard 2019 Hourly Rates and Expenses.

Schedule for Sanitary Sewer Alternatives Evaluation: 60 days from City approval.

Schedule for Water/Sewer preliminary plans and final tech memos: September 15, 2019.

Thank you for the opportunity to assist with this project and we look forward to working with you. If you agree with this proposal, please send a subconsultant agreement for execution.

Sincerely,



Jasper Klein, PE  
Operations Manager

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**ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC.  
2019 HOURLY FEE AND EXPENSE SCHEDULE**

<u>Labor Rates*</u>			
Administrative I	\$59.00	I&C Assistant	\$82.00
Administrative II	\$73.00	I&C Technician I	\$100.00
Administrative III	\$87.00	I&C Technician II	\$112.00
		I&C Technician III	\$128.00
		I&C Technician IV	\$140.00
Communications Specialist I	\$90.00	I&C Technician V	\$153.00
Communications Specialist II	\$103.00	I&C Specialist	\$166.00
Communications Specialist III	\$118.00	I&C Senior Specialist	\$175.00
Communications Specialist IV	\$142.00	I&C Manager	\$184.00
Communications Specialist V	\$157.00		
		IT I	\$100.00
Construction Services Rep I	\$83.00	IT II	\$123.00
Construction Services Manager I	\$136.00	IT III	\$139.00
Construction Services Manager II	\$147.00	IT IV	\$157.00
Construction Services Manager III	\$166.00	IT V	\$173.00
Construction Services Manager IV	\$183.00	IT VI	\$183.00
Construction Services Manager V	\$201.00	IT Manager	\$203.00
Engineering Assistant 1	\$89.00	Land Surveyor Assistant	\$82.00
Engineering Assistant 2	\$88.00	Land Surveyor I	\$98.00
Engineer I	\$103.00	Land Surveyor II	\$118.00
Engineer II	\$132.00	Land Surveyor III	\$132.00
Engineer III	\$157.00	Land Surveyor IV	\$146.00
Engineer IV	\$178.00		
Engineer V	\$194.00	Marketing Consultant I	\$83.00
Engineer VI	\$218.00	Marketing Consultant II	\$105.00
Engineer VII	\$233.00	Marketing Consultant III	\$129.00
Engineer VIII	\$243.00	Marketing Consultant IV	\$147.00
		Marketing Consultant V	\$166.00
Engineering Technician I	\$68.00	Operations Specialist I	\$83.00
Engineering Technician II	\$87.00	Operations Specialist II	\$100.00
Engineering Technician III	\$103.00	Operations Specialist III	\$126.00
Engineering Technician IV	\$120.00	Operations Specialist IV	\$142.00
Engineering Technician V	\$136.00	Operations Specialist V	\$165.00
Engineering Technician VI	\$150.00		
Engineering Technician VII	\$166.00		
		Program Coordinator I	\$178.00
Financial Analyst I	\$90.00	Program Coordinator II	\$190.00
Financial Analyst II	\$105.00	Program Coordinator III	\$202.00
Financial Analyst III	\$123.00		
Financial Analyst IV	\$139.00	Project Coordinator I	\$98.00
Financial Analyst V	\$157.00	Project Coordinator II	\$106.00
Financial Analyst VI	\$178.00	Project Coordinator III	\$119.00
Financial Analyst VII	\$194.00	Project Coordinator IV	\$135.00
Financial Analyst VIII	\$212.00		
		Project Manager I	\$168.00
GIS Specialist I	\$88.00	Project Manager II	\$183.00
GIS Specialist II	\$105.00	Project Manager III	\$202.00
GIS Specialist III	\$126.00		
GIS Specialist IV	\$141.00	Senior Designer	\$190.00
GIS Specialist V	\$155.00	Senior Consultant I	\$212.00
		Senior Consultant II	\$234.00
		Senior Consultant III	\$248.00
		Technical Expert I	\$250.00
		Technical Expert II	\$272.00
		Technical Expert III	Negotiable

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**Reimbursable Expense Rates**

Transportation	\$0.85/mile
Survey Vehicle	\$0.70/mile
B&W Photocopies 8½" x11"	\$0.10/copy
B&W Laser Printouts 8½" x11"	\$0.20/page
Color Laser Printouts/Copies 8½" x11"	\$0.88/page
Plots – Color Bond	\$1.25/s.f.
Plots – Monochrome Bond/Vellum	\$0.75/s.f.
Plots – Film/Photo High Gloss	\$2.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
Video Equipment	\$100.00/each
Total Station – Robotic	\$35.00/hour
Geo 7 PR GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
R1 GNSS GPS	\$30.00/day
Sonar Mite	\$50.00/day
All-Terrain Vehicle/Boat	\$100.00/day
Air Transportation - Pilatus	\$1,600.00/hour
Air Transportation – Cirrus	\$700.00/hour
In-house Lodging	\$150.00/day
Legal Services Reimbursement	\$224.00/hour
Outside Services**	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses***	cost*1.15
Rental Car	cost*1.20

\* Position titles are for labor rate grade purposes only.

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

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

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

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**EXHIBIT B**

**TERMS AND CONDITIONS**

**HDR Engineering, Inc.**  
**Terms and Conditions for Professional Services**

**1. STANDARD OF PERFORMANCE**

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

**2. INSURANCE/INDEMNITY**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage, and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

**3. OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

**4. CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

**5. CONTROLLING LAW**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

**6. SERVICES AND INFORMATION**

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints,

space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

**7. SUCCESSORS, ASSIGNS AND BENEFICIARIES**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

**8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

**10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

**11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of

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expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become

an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### 21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain

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any necessary permissions for ENGINEER to operate over private property,  
and assist, as necessary, with all other necessary permissions for operations.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 12, 2019  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** Urban Grant Program (UGP) Award

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STATEMENT/PURPOSE: The DOT awarded the Main Street reallocation project to the City of Mandan under the Urban Grant Program (UGP). They are looking for acceptance of this award in order to include it in their funding program.

BACKGROUND/ALTERNATIVES: The UGP is a program that initialized in 2017 as part of the Governor's Main Street Initiative. To briefly update commission on this program, its main intent is to fund transportation projects that include items that improve the vitality of downtown districts of cities with a population of at least 5,000.

We submitted our 1st Street and downtown Avenues UGP application in December. Our application includes many of those elements that came from the Downtown Subarea Study. The meat of the project would be in reconstructing 1<sup>st</sup> Street from 1<sup>st</sup> Avenue West to 6<sup>th</sup> West as well as 2<sup>nd</sup>-5<sup>th</sup> Avenues west from Main Street to 2<sup>nd</sup> Street. It was the second of two consecutive rounds that we applied for this project under the UGP. On March 25<sup>th</sup> we were notified of award by the DOT. The DOT award is for \$2.4M of the requested \$3.2M. So, partial award, but still a very significant amount.

We are not yet able to obtain the state-wide results of this round of grants, but in looking at last year's awards, this award amount is just \$34K less than the highest amount awarded last round. Though we cannot know for sure how the selection committee may view applications each year, we think that it is unlikely that we would fare better if we rejected this and reapply for our full amount with the next round anticipated to be requested at the end of this year.

**ATTACHMENTS:**

- 1) Award Notice Letter
- 2) Table of Projects Awarded in Summer of 2018 (Last Round)
- 3) Note; Grant Application Available Upon Request (21 pages)

**FISCAL IMPACT:** An updated estimate has the project coming in at about \$5.2M not including the watermain replacement that we would plan to do in conjunction to replace old and undersized watermain. Therefore, our local share would be \$2.8M. Under our typical local cost allocation formula for federal funding assisted projects, we would pay for that local share by 50% with a local street improvement district, 25% with city-wide property taxes and 25% by our sales tax fund.

At a high level, we have looked at a couple approaches we could take when drawing an assessment district. If we drew similar to other past projects by including areas half-way to then next nearest collector road (Division to the north in this case), the average per lot assessment as currently estimated would be about \$4,000 for each parcel in the district. If we drew a smaller district to keep the participants focused on those adjacent to the roadway which includes predominately commercial properties, the average per lot assessment as currently estimated would be about \$14,000.

**STAFF IMPACT:** Regular project coordination and review duties.

**LEGAL REVIEW:** Was sent out as part of agenda packet.

**RECOMMENDATION:** Indicate acceptance of these UGP funds.

**SUGGESTED MOTION:** Move to accept the UGP funds for the 1<sup>st</sup> Street and downtown Avenues reconstruction and revitalization project



## North Dakota Department of Transportation

Thomas K. Sorel  
*Director*

Doug Burgum  
*Governor*

March 25, 2019

The Honorable Tim Helbling  
Mayor of Mandan  
205 2<sup>nd</sup> Avenue NW  
Mandan, ND 58554

### URBAN GRANT PROGRAM PROJECT SELECTION

I am pleased to announce that your project in Mandan has been selected for funding from the fiscal year 2021 Urban Grant Program (UGP).

The North Dakota Department of Transportation (NDDOT) will be the lead review agency on the project, which consists of reconstruction, sidewalk, ADA ramps, LED lighting, signing, pavement marking, parking, and beautification on 1<sup>st</sup> St NW (5<sup>th</sup> Ave NW to Collins Ave), 2<sup>nd</sup> Ave NW (Main St to 2<sup>nd</sup> St NW), 3<sup>rd</sup> Ave NW (Main St to 2<sup>nd</sup> St NW), 4<sup>th</sup> Ave NW (Main St to 2<sup>nd</sup> St NW), and 5<sup>th</sup> Ave NW (1<sup>st</sup> St NW to 2<sup>nd</sup> St NW).

The project will be funded with 80.93 percent federal funds, up to a maximum amount of \$2,428,026 for eligible items. The city of Mandan will be responsible for the remaining 19.07 percent of the project match and all remaining costs to complete the project, as shown in the application.

Congratulations on being the recipient of this grant for your project!

Please notify Stacey Hanson, NDDOT Assistant Local Government Engineer, by April 19, 2019, at 701-328-4469 or [smhanson@nd.gov](mailto:smhanson@nd.gov) whether the city of Mandan would like to accept these funds.

A handwritten signature in black ink, appearing to read "Thomas K. Sorel".

THOMAS K. SOREL, DIRECTOR

38/smh/sas  
c: Justin Froseth, City Engineer

FY 2019-2020 URBAN GRANT PROGRAM AWARDS					
Ranking	City	Location	Total Cost	UGP Funds Requested	Funds Awarded
1	Jamestown	1st Ave (8th St S to 5th St N), 5th St (1st Ave to 8th Ave W)	\$3,100,000	\$2,480,000	\$2,462,500
2	West Fargo	Sheyenne St (Main Ave to 7th Ave)	\$3,600,000	\$2,377,446	\$2,377,446
3	Mandan	Main St (6th Ave NW to Collins Ave)	\$750,000	\$600,000	\$600,000
4	Valley City	Main St (2nd Ave W to 3rd Ave E), Central (Main St to 4th St), City Park	\$2,285,000	\$1,528,000	\$1,528,000
5	Dickinson	Villard St (State Ave to 10th Ave E)	\$2,550,000	\$2,000,000	\$1,641,703
5	Bismarck	Main Ave (1000' W of Washington St to 7th St)	\$1,103,000	\$882,400	\$710,117
7	Wahpeton	4th St N (Dakota Ave to 2nd Ave N)	\$235,360	\$164,288	
8	Fargo	2nd Ave N (University Dr to 4th St), NP Ave (10th St to 2nd St)	\$900,000	\$600,000	
9	Grand Forks	University Ave (N Columbia Rd to English Coulee)	\$1,006,000	\$737,526	
10	Grand Forks	University Ave (N Columbia Rd to Stanford Rd)	\$1,091,000	\$799,760	
11	Mandan	1st St NW (5th Ave NW to Collins Ave), 2nd Ave NW (Main St to 2nd St NW), 3rd Ave NW (Main St to 2nd St NW), 4th Ave NW (Main St to 2nd St NW), 5th Ave NW (1st St NW to 2nd St NW)	\$4,700,000	\$3,200,000	
12	Bismarck	5th St (Sweet Ave to Kirkwood Mall), Bowen Ave (3rd St to 7th St)	\$1,122,000	\$897,600	
13	Fargo	2nd St N Pedestrian Bridge (Civic Plaza to Red River Greenway)	\$1,900,000	\$1,200,000	
14	Williston	1st Ave W (Broadway to 4th St), W Broadway (Washington to 1st Ave W)	\$550,000	\$340,000	
15	Bismarck	Autonomous Bus Demonstration Project	\$100,000	\$80,000	
16	Bismarck	Paratransit Vans	\$117,800	\$94,240	
17	Bismarck	Maintenance Service Truck	\$48,300	\$38,640	
			\$25,158,460	\$18,019,900	\$9,319,766

UGP Funds for FY 2019 are estimated to be \$4,659,883

UGP Funds for FY 2020 are estimated to be \$4,659,883

Meeting Date: April 16, 2019

Submission By: Municipal Court

Presenter: Judge DeNae Kautzmann

Subject: Adequate Staffing

Purpose: To consider increasing hours of deputy clerk of court from 16 hours a week to 32 hours a week.

Background: The Clerk of Municipal Court is a stand alone City office located in the Morton County Courthouse. Therefore, there is no city staff located in the Courthouse that can provide staff backup when staff is out of the office. When the Clerk is out on vacation, sick, attending meetings or trainings, the office is not staffed if the deputy clerk has already worked her 16 hours. There is a ripple effect when this occurs. Prisoners are not seen which increases jail cost, complaints are not timely processed, credit card payments are not taken over the phone or at the window, police work is increased due to bench warrants being issued because fine payments were not paid although an attempt was made to pay when the office was not staffed. These are a few examples of increased cost. The Municipal Court moved to the Courthouse December 2017 with the understanding that the deputy's hours would be increased to ensure office coverage.

The office requires two people to function properly. Constant interruptions increases the time it takes to enter case information into the Odyssey case management software. Sometimes due to customer distractions, warrants are not recalled immediately which is a risk to the City. I am very concerned that the Clerk of Court will burn out due to the workload without sufficient help and the inability to take a break when needed. Currently, she does not take a coffee break because our customers are impatient and do not like to wait 15 minutes for the office to open. There are days when we have particularly hostile or angry customers on the phone or at the window when she needs to get away from her desk to take a breath.

The Odyssey software program is not user friendly. It has multiple screens and one wrong click can cause a myriad of problems. An employee working only 16 hours does not have sufficient time to learn the system or time to become proficient at what they have learned. Six of the hours worked are in the Courtroom assisting the Judge by entering bond orders, no contact orders, and judgments into Odyssey. That leaves ten hours to learn the rest of the job duties, train on Odyssey, issue summons and complaints on parking tickets, and assist customers.

Finally, the case load has increased over the past 4 years. There have been some dips but overall the cases have grown. It is hard to quantify the work based on numbers because each case is different. Some take more time than others. For example, some are dismissed at the first appearance while others go to trial.

Attachment: Job Description and table of case numbers

Fiscal Impact: \$27,125

Staff and Public Impact: Work backlog, no one able to assume work when Clerk is absent, office closed to public due to lack of staffing, increased costs for the police department.

Recommendation: Approve additional hours

Motion: Move to approve 32 hours for the deputy clerk of court.

# MANDAN MUNICIPAL COURT

## DEPUTY CLERK

### Job Description

The City of Mandan, ND is accepting applications for the position of Deputy Clerk - Municipal Court.

#### Major Duties:

- Enter complaints/citations for all types of cases. (Ex: DUI, DUS, Traffic, Parking/Handicap Tickets).
- Process Payments.
- Issue Suspension Notices and Summons/Warrants for non-payments.
- Assist in preparation of materials for each days court session. Check Defendants in for Court and assist with paperwork from Court. (ex. Set up payment plan and make copies).
- Answer the telephone and greet visitors at the window, and answers public complaints and questions of a less technical nature and directs other inquiries as appropriate.
- Set up hearings. (ex. Initial appearances, Pretrial Conference, or Court Trials. Etc.)
- Assist in preparation of all written material that pertains to transfer cases and to appealed cases that go to District Court.
- Prepares bank deposits and completes month end balance records of all outstanding fines as well as all monies collected in the clerk's absence.
- Assists with record retention/destruction

An Equal Opportunity Employer.

A drug free workplace.

Position open until filled.

### Requirements

#### Minimum Qualifications:

- High School Diploma or GED
- Five years general clerical, and accounting or bookkeeping experience including experience in a legal setting or any equivalent combination of education and experience.

### **Knowledge Skills and Abilities Required:**

- Knowledge of court procedures and practices.
- Knowledge of modern office practices and procedures.
- Knowledge of bookkeeping practices and procedures.
- Ability to perform complex clerical work.
- Ability to keep accurate records of court cases, fines, and bail money.
- Ability to make simple mathematical computations. Ability to communicate effectively verbally and in writing.
- Ability to establish and maintain effective working relationships with employees, other agencies, and the public.
- Ability to organize and schedule a court docket.
- Skill in the operation of a computer and various programs.
- Skill in the operation of a calculator.
- Skill in the operation of a copier.
- Skill in communication, interpersonal skill as applied to interaction with co-workers, supervisor, general public, etc. sufficient to exchange or convey information and to provide and/or receive work direction.

## Case Report

Type of case	2018	2017	2016	2015
Criminal	745	691	533	433
Traffic	2059	1682	1888	960
Parking	399	237	247	434

# North Dakota Legislative Branch

## Legislative Bill Tracking - Sixty-sixth Assembly (2019) - View Bill Tracking

### List: Legislative Update 7

[Tracking Lists](#) | [Today's Calendar](#) | [Committee Hearings](#) | [Conference Committee Hearings](#) | [Bill Status](#) | [Bills Introduced Since 04/09/2019](#)  
[Manage Mobile Devices](#)

Select All   None	Bill	Status	Title	Description	Comment	Action
<input type="checkbox"/>	HB 1066	House: PASSED Senate: PASSED Governor: SIGNED 03/21 H Signed by Governor 03/20 03/22 Filed with Secretary Of State 03/20	Relating to infrastructure funds; to amend and reenact subsection 5 of section 57-51-01 and sections 57-51-15, 57-51.1-07.3, and 57-51.1-07.5 of the North Dakota Century Code, relating to oil and gas tax revenue allocations; to provide a continuing appropriation; to provide for a report; and to provide an effective date.	"Prairie Dog Bill" Hearing held, much support from around the state	PASSED SENATE - SIGNED BY GOVERNOR	Follow this Bill - <a href="#">RSS</a> <a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1097	House: PASSED Senate: PASSED Governor: SIGNED 03/27 H Signed by Governor 03/25 03/28 Filed with Secretary Of State 03/25	Relating to Sunday closing laws and retail agreements; to repeal sections 12.1-30-01, 12.1-30-02, and 12.1-30-03 of the North Dakota Century Code, relating to Sunday closing laws; and to provide a penalty.	Administration	review our liquor licenses PASSED	Follow this Bill - <a href="#">RSS</a> <a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1165	House: PASSED Senate: DEFEATED 03/26 S Reported back, do not pass, placed on calendar 4 1 1 03/27 S Second reading, failed to pass, yeas 17 nays 30	Relating to nonconforming structures.		Building Official - Oppose DEFEATED	Follow this Bill - <a href="#">RSS</a> <a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1190	House: PASSED Senate: PASSED Governor: SIGNED 04/09 H Signed by Governor 04/08 04/10 Filed with Secretary Of State 04/09	Relating to domestic winery licenses and direct sales by licensed wineries.	Administration	Review our Liquor Laws PASSED	Follow this Bill - <a href="#">RSS</a> <a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1207	House: PASSED Senate: DEFEATED 04/02 S Reported back, do not pass, placed on calendar 6 0 0 04/03 S Second reading, failed to pass, yeas 6 nays 41	Relating to costs awarded to a defendant.		Legal - Monitor DEFEATED	Follow this Bill - <a href="#">RSS</a> <a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1210	House: PASSED Senate: DEFEATED 03/18 S Reported back, do not pass, placed on calendar 6 0 0 03/20 S Second reading, failed to pass, yeas 1 nays 44	Relating to special elections for property owners in a proposed extraterritorial zoning area.	Residents of Extraterritorial zoning jurisdiction of a city is entitled to vote in governing body of the city	Administration & Planning Oppose DEFEATED	Follow this Bill - <a href="#">RSS</a> <a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1227	House: PASSED Senate: DEFEATED 03/15 S Reported back, do not pass, placed on calendar 5 1 0 03/18 S Second reading, failed to pass, yeas 12 nays 34	Relating to prohibiting residential rental licensure fees.	prohibits residential rental license fees	DEFEATED	Follow this Bill - <a href="#">RSS</a> <a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>

<input type="checkbox"/>	HB 1286	House: INTRODUCED Senate: PASSED 04/01 S Second reading, passed as amended, yeas 46 nays 1 04/01 H Returned to House (12)	Relating to law enforcement agencies reporting seizures and forfeitures; and to amend and reenact sections 19-03.1-36.2, 19-03.1-36.6, and 19- 03.1-36.7 of the North Dakota Century Code, relating to forfeiture proceedings, contested forfeiture hearings, legal interests in forfeited property, and forfeitures.	Takes away ability to utilize forfeited assets which would negatively impact Police Department	Police - Oppose	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1289	House: PASSED Senate: DEFEATED 03/19 S Reported back, do not pass, placed on calendar 6 0 0 03/21 S Second reading, failed to pass, yeas 2 nays 44	Relating to appeals from decisions of local governing bodies; to amend and reenact subsection 1 of section 28-34-01, section 57- 12-01.1, and subsection 2 of section 57-23-06 of the North Dakota Century Code, relating to notice filings and property valuation spot checks; to provide for application; and to provide an effective date.		Assessing/Finance - Oppose DEFEATED	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1334	House: PASSED Senate: PASSED 04/05 H Signed by Speaker 04/05 H Sent to Governor	Relating to sealing a criminal record of a driving under the influence offense.	sealing record... what to do with background checks for liquor licenses	Administration - monitor PASSED - HR TO ADJUST FORMS ETC	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1344	House: PASSED Senate: PASSED Governor: SIGNED 03/11 H Signed by Governor 03/08 03/13 Filed with Secretary Of State 03/08	Relating to the removal of an unfinished bottle of wine from a restaurant.	Administration	Review our Liquor Laws PASSED	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1356	House: CONF. COMM Senate: CONF. COMM 04/03 H Conference committee appointed Pyle M. Johnson Fegley 04/05 S Conference committee appointed J. Lee Burckhard Dotzenrod	Relating to bids, plans, and specifications for public improvements and bond thresholds.	Public Improvements - threshold for bidding from \$150k to \$200k. and plans and specs from \$150k to \$200k	All Depts - Increase projects from \$150k to 200k	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1431	House: PASSED Senate: DEFEATED 03/22 S Reported back, do not pass, placed on calendar 5 0 1 03/27 S Second reading, failed to pass, yeas 0 nays 47	Relating to the parts of the state included in the southwest water authority and the membership of the board of directors of the southwest water authority; and to provide an effective date.	Southwest Water Authority remove City of Mandan from mill levy Do Pass out of Committee	Administration - Due to SB 2213, which was to make permanent the SW Mill levy, was defeated, the mill levy will expire in Dec 31, 2020; DEFEATED	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1443	House: PASSED Senate: DEFEATED 03/22 S Amendment failed, placed on calendar 03/22 S Second reading, failed to pass, yeas 3 nays 41	Relating to historic horse race wagering and rent limits; and to amend and reenact sections 53-06.2-01, 53-06.2-04, 53-06.2- 05, and 53-06.2-06, subsection 1 of section 53-06.2-08, and sections 53-06.2-10, 53-06.2-10.1, and 53- 06.2-11 of the North Dakota Century Code, relating to the regulation of historic horse racing.		DEFEATED	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1474	House: CONF. COMM	Relating to replacing	Street	Administration -	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>

		Senate: CONF. COMM 04/03 H Conference committee appointed Dockter B. Koppelman Guggisberg 04/05 S Conference committee appointed Meyer Unruh Dotzenrod	special assessment revenue with revenue from an alternative local funding source.	Maintenance Fee as part of Utility Bill	Finance - monitor TURNED INTO A STUDY RESOLUTION		
<input type="checkbox"/>	HB 1487	House: PASSED Senate: PASSED Governor: SIGNED 04/01 H Signed by Governor 03/28 04/02 Filed with Secretary Of State 03/29	Relating to an optional residential property tax freeze for seniors; and to provide an effective date.	freeze property valuations on property less than \$400k if 65 years or older, majority of property valuations are less than \$400k thus freezes property tax	Assessing - Turned into a Study Resolution	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1488	House: PASSED Senate: DEFEATED 04/01 S Reported back, do not pass, placed on calendar 4 2 0 04/02 S Second reading, failed to pass, yeas 13 nays 34	Relating to special assessment fund balances.	\$\$ in Special Assessment Fund used to pay costs early	Finance - Monitor DEFEATED	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	HB 1502	House: INTRODUCED Senate: CONF. COMM 04/05 S Conference committee appointed Vedaa Burckhard Piepkorn 04/09 H Reported back from conference committee, further amend, placed on calendar	Relating to the direct sale of liquor by a domestic distillery to licensed retailers; to amend and reenact section 5-01-19 of the North Dakota Century Code, relating to domestic distilleries; and to declare an emergency.	Administration	Review our Liquor Laws	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	SB 2010	Senate: PASSED House: INTRODUCED 02/27 H Introduced, first reading, referred Appropriations Committee 02/28 H Committee Hearing - 10:00 AM	Relating to boiler inspections and North Dakota reserve fund use of producers; to amend and reenact sections 18-04-04, 18-04-04.1, and 18-04-05, subsection 2 of section 26.1-01-07, section 26.1-01-09, subsection 1 of section 26.1-03-17, and sections 26.1-21-03, 26.1-21-17, 26.1-22-03, and 26.1-23.1-01 of the North Dakota Century Code, relating to the state fire and tornado fund, the state bonding fund, fees chargeable by the insurance commissioner, the salary of the insurance commissioner, and government self-insurance pools; to repeal chapter 26.1-22.1 of the North Dakota Century Code, relating to boiler inspections; to provide a penalty; to provide a continuing appropriation; and to provide a contingent effective date.	Fire Insurance Premium	Fire - Support	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	SB 2020	Senate: PASSED House: INTRODUCED 04/09 H Reported back amended, do pass, amendment placed on calendar 17 1 3	Relating to the authorization of a Bank of North Dakota line of credit; to provide for Red River valley water supply requirements;	State Water Commission - track to see if \$\$ in for Intake and LHWRD DO Pass out of Committee	Administration - monitor	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>

		04/10 H Amendment adopted, placed on calendar	to provide an exemption; to provide for a report to the legislative management; to provide conditions on appropriations; to provide statements of legislative intent; and to declare an emergency.				
<input type="checkbox"/>	SB 2040	Senate: INTRODUCED House: CONF. COMM 04/05 H Conference committee appointed B. Koppelman Toman Eidson 04/10 S Reported back from conference committee, placed on calendar (Senate accede)	Relating to treatment of property owned by a political subdivision when calculating protests against the formation of a special improvement district.	Related to Public Entity land area in Assessment District	Engineering & Planning	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	SB 2047	Senate: PASSED House: PASSED 04/08 S Signed by President 04/08 S Sent to Governor	Relating to the computation of retirement benefits.	Current multiplier is 2%, reduces benefit to 1.75% for members first enrolled after 12/31/2019	Police & Fire - Monitor PASSED	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	SB 2193	Senate: PASSED House: PASSED Governor: SIGNED 03/27 S Signed by Governor 03/26 03/28 Filed with Secretary Of State 03/27	Relating to city lodging and restaurant tax and visitors' committee membership and references to tourist court accommodations.	Admoinistration	Visitor Committee PASSED, Review V C requirements	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	SB 2209	Senate: PASSED House: PASSED Governor: SIGNED 04/09 S Signed by Governor 04/08 04/10 Filed with Secretary Of State 04/09	Relating to protection for records related to critical infrastructure and security planning, mitigation, or threats.	certain infrastructure records to be protected	Administration - support PASSED Senate	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	SB 2213	Senate: PASSED House: DEFEATED 03/14 H Reported back, do not pass, placed on calendar 12 1 1 03/19 H Second reading, failed to pass, yeas 27 nays 65	Relating to the southwest water authority and district budget tax levies.	Permanent Mill for SW Water	Administration - Defeated, mill levy will expire 12/31/2020	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>
<input type="checkbox"/>	SB 2275	Senate: PASSED House: DEFEATED 03/22 H Reported back, do not pass, placed on calendar 15 3 3 03/25 H Second reading, failed to pass, yeas 34 nays 55	Relating to the infrastructure revolving loan fund debt repayments; to amend and reenact sections 6-09-49, 6-09.4-06, and 6-09.4-10, subsection 6 of section 21-03-07, and sections 21-03-19, 57-15-06.6, and 57-47-02 of the North Dakota Century Code, relating to the infrastructure revolving loan fund, borrowing and lending authority, reserve funds, and expanded bonding authority for counties; to repeal section 61-02-78 of the North Dakota Century Code, relating to a revolving loan fund for water projects; to provide a transfer; to provide a continuing appropriation; to provide a bond issuance limitation; and to provide an effective date.	\$55M in Legacy earnings to fund repayment of infrastructure revolving loan fund DO PASS out of Committee	Administration - monitor - May come back within another bill.	Follow this Bill - RSS	<a href="#">View</a> <a href="#">Edit</a> <a href="#">Delete</a>

<input type="checkbox"/>	SB 2304	Senate: INTRODUCED House: PASSED 03/20 H Second reading, passed as amended, yeas 58 nays 33 03/21 S Returned to Senate (12)	Relating to the effect of state law on city or county ordinances and limits on city fines and penalties.		Police - Support	Follow this Bill - RSS View Edit Delete
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## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 12, 2019  
**SUBMITTING DEPARTMENT:** Human Resources  
**DEPARTMENT DIRECTOR:** Brittany Cullen, HR Director  
**PRESENTER:** Brittany Cullen, HR Director  
**SUBJECT:** Ordinance 1308 Related to Payback of Unused Sick Leave

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STATEMENT/PURPOSE: Consider approval of second and final consideration of Ordinance 1308 related to the payback of unused sick leave.

BACKGROUND/ALTERNATIVES: At the January 6, 2015 Commission meeting, Ordinance 1199 was presented to the Board for consideration and was approved. This ordinance adjusted our sick leave policy. It created a grandfathered bank for employees hired before December 31, 2014, that did not receive any additional accruals. The new bank had a maximum accrual of hours, and was effective as of January 1, 2015.

In the discussion of drafting this ordinance, it was discussed to include a payback option of unused sick leave for current employees. This payback option would allow for a 40% payout of the unused sick leave at the end of the calendar year, once 960 hours for employees or 1,320 hours for career firefighters has been accumulated. It was established as a way to provide a benefit for promoting healthy lifestyles by paying out a portion of unused sick leave, and reducing the City's liability for sick leave banks with large unused balances.

We discovered that the payback option was excluded from the Ordinance to update the Mandan Code of Ordinances (MCO), but was included in the agenda document presented to the Board. The exclusion from the MCO has not affected any staff, as it would take 10 years for someone to accrue the maximum, before the payout would be available. I am bringing this back to the Board for consideration to amend the MCO to include this payback option, as presented in Ordinance 1308 (Attachment 1).

ATTACHMENTS:  
Attachment 1 - Ordinance 1308

FISCAL IMPACT: Unable to determine at this time. Fiscal impacted is expected in 2025 (10 years after initial ordinance was adopted in 2015), which will be budgeted for at that time.

STAFF IMPACT: Minimal

LEGAL REVIEW: Sent to City Attorney for Review

RECOMMENDATION: The Human Resources Department recommends approval of Ordinance 1308 as presented in Attachment 1.

SUGGESTED MOTION: I move to approve Ordinance 1308 as presented in Attachment 1.

## ORDINANCE NO. 1308

An Ordinance to Amend and Re-enact  
Section 20-7-5 of the Mandan Code of Ordinances  
Relating to Payback of Annual and Unused Sick Leave

Be it Ordained by the Board of City Commissioners as follows:

### **Sec. 20-7-5. Payback of annual and unused sick leave.**

(b) Subsequent to December 31, 2014, during each year, the excess of earned and unused hours over 960/1320 will be paid annually at a rate of 40%. The balance of hours and the employee's rate of pay will be determined as of the last completed pay period of each year. Payment shall be made to each qualifying employee on the second payroll following the hour calculation. At the time of payment, the employee's sick leave hours will be reduced to 960 hours for employees and 1320 hours for career firefighters.

~~(b)~~(c) Upon retirement, employees employed as of December 31, 2014, who are 62 years of age through 64 years of age will be compensated for one-third of their accumulated sick leave up to 480 hours. An employee who is 65 years of age or older will be compensated for all accumulated sick leave not exceeding 480 hours.

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

Attest:

\_\_\_\_\_  
James Neubauer, City Administrator

First Consideration: April 2, 2019  
Second Consideration and Final Passage: April 16, 2019



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16<sup>th</sup> 2019  
**PREPARATION DATE:** April 5<sup>th</sup> 2019  
**SUBMITTING DEPARTMENT:** Building Inspections  
**DEPARTMENT DIRECTOR:** Shawn Ouradnik, Building Official  
**PRESENTER:** Shawn Ouradnik  
**SUBJECT:** Revision to ordinance Sec. 105-1-15. - Signs.

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STATEMENT/PURPOSE: Revise the city of Mandan ordinance Sec. 105-1-15. - Signs. to allow the Building Inspections department to process any standard sign application. This change also establishes the Code Enforcement Officers as first point of contact for sign complaints. In addition this action would establish maximum sizing requirements for pylon and pole signs.

BACKGROUND/ALTERNATIVES: The Building Inspections Department has received complaints from customers about the sign permitting process particularly the time it takes to go before the Mandan Architectural review Commission (MARC). With the MARC meeting every second and fourth Tuesday of every month it has become an issue for some sign contractors and installers to schedule installations in a timely fashion. This action would allow the MARC to focus its efforts on other areas of the architectural review process and provide better guidance on more substantial issues as it was intended. By allowing the building inspections office to process any sign that clearly falls within the established ordinances the process can be expedited and we can provide a better service to the customers. The applicant would be able to ask for the sign to be evaluated by MARC if it does not clearly fall within the established ordinances. MARC would be able to issue a site specific waiver to the ordinance if they determine the intent of the ordinance was not being violated and the sign was not causing an encumbrance or hazard to surrounding properties or patrons.

This change also outlines the corrective actions for unsafe or unlawful signs by establishing the Code Enforcement Officer as the first point of contact for these signs. This is the current procedure the city follows now.

The final change in this document would establish a size limitation on total sign area of 30% of the street facing sides of the structure and maximum of 1 square foot of sign area for each 2.5 square feet of lot frontage for pylon and pole signs. Previously the building inspections department has received questions that we have not been able to answer because we do not have an established maximum area for pole and pylon signs or a maximum area for all signage that we regulate on a building. Many people have been

using the chart for the electronic message centers which would limit the sign area to 100 square feet at maximum. After looking into other communities in North Dakota the language being proposed is a close correlation to the language used in Fargo but is also similar to what is used in Bismarck.

This information was presented to the MARK on February 12<sup>th</sup> and again on February 26<sup>th</sup> with a motion for a recommendation to present to the Planning and Zoning commission on March 25<sup>th</sup> passing unanimously. When the information was present to the Planning and Zoning commission on March 25<sup>th</sup> the commission passed the changes unanimously.

ATTACHMENTS: Sec. 105-1-15. – Signs, MARK meeting minuets from February 12<sup>th</sup> 2019 and February 26<sup>th</sup> 2019

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All material sent to city attorney for review.

RECOMMENDATION: I recommend the passing the revisions to Sec. 105-1-15. Of the Mandan municipal code pertaining to signs.

SUGGESTED MOTION: I move to pass the revisions to section Sec. 105-1-15 of the Mandan municipal code to allow the Building Inspections office to process standard sign applications, making the Code Enforcement Officer the first point of contact unsafe or unlawful signs, and establishing a maximum size for pylon and pole signs.

## MANDAN ARCHITECTURAL REVIEW COMMISSION MINUTES

February 12, 2019

The meeting was called to order at 1:00 p.m.

**ROLL CALL:** James Jeromchek/ President, Shawn Ouradnik/Building Official, Lee Pierce, Ben Zachmeier, Chris Redmann.

**MEMBERS ABSENT:** Katie Wiedrich/Vice President, Kim Fettig/City Engineer Dept., Steve Nardello/Fire Chief, Amber Larson.

**SPECIAL GUEST:** Ellen Huber, John Van Dyke.

**FIRST ORDER OF BUSINESS:** Proposal by James Devine with J2 Studio for a Storefront Improvement Project located at 1710 E Main Street. The project will include new materials on all sides of the building, a new roof and a complete interior renovation. The south and east sides will have storefront windows and doors with fiber cement siding product (Nichiha) and metal awnings at each entry. This siding will have a mixture of flush panel's style and veneer stone style. The existing lot will be restriped for parking and at this point they are unsure of tenants or use. Lee asked where the location of the dumpster is. And it will need to be enclosed. James stated the garbage dumpster is enclosed. Shawn questioned the landscaping plans and James confirmed the plans are on the site plan. Chris asked how many tenants they plan on having. James stated 5 would be the max and all depends on types on tenants. Shawn asked if they are installing an automatic door opener in the front vestibule area and will be required due to receiving public funds. A question came up if all doors need to be ADA compliance. Ellen was unsure and will check with the city attorney Malcom Brown.

*Shawn motioned to approve as presented.*

*Chris seconded.*

*Upon roll call vote, the motion passes unanimously.*

**SECOND ORDER OF BUSINESS:** Proposal by Tim with Tri City Sign Company for new signage for Running's located at 504 W Main St. Tim is not present but is available per conference call. The members viewed the plans and called Tim with questions. Ellen asked if there was a building permit issued, Shawn stated they would like a preliminary approval. James asked if they plan on applying for Storefront Improvements. Ellen indicated she thought they would be. Shawn stated these signs are standard signs and are placed on all there buildings nationwide. Shawn called Tim and asked a few questions. Shawn asked if the current pole sign was being replaced with new. Tim stated they plan on removing the old pole and sign and replace with a new pole and signage. Shawn asked if they plan on extending the front overhang/awning due to there is another

pylon/pole. Tim stated he has about 20 stores to make these signs for and the process on making these signs take some time to build. Tim would like an approval to start making these signs. Ben asked if the red ring around the building paint. Tim confirmed its LED lighting. Ellen indicated she has been working with Dan and Chad on this project for a few months and they haven't submitted for Planning and Zoning a request for a conditional use permit, nor any site or building renovation plans, which is very unusual to have signage coming in before any of the Substantive Matters. Shawn asked if the pylon sign hangs into public right-a-ways. Tim confirmed it will not.

*Shawn motioned to approve as presented (the signage design) contingent upon getting there conditional use permit, and submitting building and site plans approved.*

*Ben seconded.*

*James asked if they need a contingency or if this contingency will slow them up. Tim stated once the signs are made he is able to place on building. Shawn stated to have the contingency just in case the signs change due to liability.*

*Upon roll call vote, the motion passes unanimously.*

**OTHER BUSINESS:** Shawn wants to discuss the changes of the Sign and MARC revisions. Shawn stated under Architectural Review Section 111-1-5 (b), states the action of the architectural review commission shall be (in writing). We don't send letters out. Revision would be (recorded in the minutes of the meeting stating specific reason for the action). Also Section 111-1-6 (8) design and appropriateness of signs, when requested by the applicant (revised) as well as interior and exterior lighting (removed). Shawn requested he would like to approve simple signs as long as they are following the ordinance vs them coming before MARC. If the sign becomes out of the ordinary and not complying with the ordinance, then they would have to come to MARC. Under the sign ordinance Shawn stated a few changes, one addition would be the total sign area for all permanent signs associated with a structure may not exceed 30% of the street fronting sides of the structure. Shawn did remove the statements of, unless otherwise approved by the MARC.

John Van Dyke presented Ordinance No. 13XX. An Ordinance to Enact Sec. 105-1-17 of the Mandan Municipal Code related to the placement of murals. John also provided a map on placement of murals. John sent this map to the artists and they didn't like how limited it was. John since then extended the mural placement 4 more blocks. . Locations shall be limited to alleyways lying between 1<sup>st</sup> St NW and Main St W. bounded by Collins Ave and 2<sup>nd</sup> Ave NE. With much discussion John would like a recommendation from MARC to take to Planning & Zoning and City Commission meetings.

**MINUTES: Approval of the minutes from January 22, 2019.**

*Shawn motioned to approve the minutes.*

*Lee seconded.*

*Upon roll call vote, the motion passes unanimously.*

There being no further business, the meeting was adjourned at 2:08 p.m.

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Approved by:

Date

Transcribed by:

Carolyn Reisenauer/Admin. Specialist

## MANDAN ARCHITECTURAL REVIEW COMMISSION MINUTES

February 26, 2019

The meeting was called to order at 1:00 p.m.

**ROLL CALL:** James Jeromchek/ President, Katie Wiedrich/Vice President, Shawn Ouradnik/Building Official, Kim Fettig/City Engineer Dept., Lee Pierce, Chris Redmann, Amber Larson.

**MEMBERS ABSENT:** Ben Zachmeier, Steve Nardello/Fire Chief.

**SPECIAL GUEST:** Ellen Huber, Business Development Director, John Van Dyke, Principle Planner.

**NEW BUSINESS:** John Van Dyke is looking for recommendation of approval of mural ordinance. The primary differences are the location is directed to an area downtown, limited to commercial structures, texts and dominate themes to be remove. John presented the changes to Planning and Zoning last night. Primary the public art is driven by a purpose and have a particular location. John has been working with Melissa Gordon, a local artist, and had originally limited it to the alley ways within approximately 6 block area. Melissa felt it was too limited. John revised the boundaries that includes Main Street and Front Street areas. John provided a few examples from other cities. John stated we can only regulate the location, size and aesthetics but we cannot regulate content. Ellen asked why we can't. John stated it fringes upon freedom of speech, which is the first amendment right. Ellen asked if this has been run by the city attorney Malcom. John stated Malcom has reviewed the ordinance and he indicated the ordinance is much better than the guidelines. Ellen stated she did some research, last June and that there are quite a few communities that do work to put together a public art budget then they commission artist to submit concept and they determine which ones they will fund. This way they have a higher degree to control the content. John stated the Beautification Committee recommendation was to approve the ordinance as written with the understanding there are concerns over, is the area to restrictive or should we allow them on the street front side of structure. If there are problems arising these two concerns, we can address them in the future. John stated he has approval from the building department, Planning & Zoning, and Planning & Engineering. John is seeking recommendation from MARC to present to city commission and if there are major deviations John will take it back to Planning & Zoning. Amber thought there was language restricting obscene or political. Ellen stated the guidelines did. Ellen questioned, why not put it in there and someone would have to challenge it. John stated we could make a decision then we would infringe upon their freedom of speech. Chris stated the city would be liable with attorney fees and cost of litigations. Chris expressed if we want more control of content, is there any discussion on creating some type of public fund for tasteful murals approved by the city. Ellen stated there has been discussion and could be grant opportunities. John indicated we can't deny something that we are not legally able to deny in that language. John indicated he will

reach out to Malcom &/or Amy and invite them to the next MARC meeting for more clarification. Amber expressed her concern as a building owner in this area, she is concerned if anything can go, and she would rather not have it at all.

*Kim motioned to table this until we get Malcom's input and in the meantime for everyone else here, if you have any thoughts to bring them before John.*

*Amber seconded.*

*Upon roll call vote, the motion passes unanimously.*

**FIRST ORDER OF BUSINESS:** Discussion of Sign and MARC revisions. Shawn would like to change the sign ordinance to allow the building department office to approve and process the sign application if it meets the guidelines of the ordinance. Anything else would need to come before MARC. Shawn would also update unlawful or unsafe signs, having to go thru code enforcement which is the process we go thru now. Shawn stated there also was no total sign area restriction on pole signs. Shawn researched other cities for their requirements. Shawn would like to mirror Fargo's requirements of max sign area of a pylon or pole sign is 2.5 square feet per one foot of lot frontage but cannot exceed 30 percent of the area of all sides of the building front of street. Shawn also removed "or as otherwise approved thru MARC", Shawn stated that statement doesn't need to be there beings it's written in the beginning of the ordinances. Shawn stated under Architectural Review, Shawn changed it needs to be recorded in the minutes of the MARC meeting, stating specific reasons for the action. Before it was in writing and we weren't sending out in writing. Shawn is looking for a recommendation from MARC to present to Planning & Zoning.

*Kim motioned to approve as presented.*

*Lee seconded.*

*Upon roll call vote, the motion passes unanimously.*

**OTHER:** Kim mentioned when there are incidences when it's close to not having a quorum, can other department members fill in in their place. Ellen asked what the makeup reads in the ordinance. Kim read Ordinance 1003 the architectural review commission is hereby established, which commission shall be appointed by their board of city commissioners. The commission will consist of nine members, including the building inspector, fire chief and city engineer, or their designees. Shawn read the updated version, which doesn't not state or their designees. Shawn will add "or their designees".

**MINUTES: Approval of the minutes from February 12, 2019.**

*Lee motioned to approve the minutes with the change of DJ2 Studio to J2 Studio.*

*Chris seconded.*

*Upon roll call vote, the motion passes unanimously.*

There being no further business, the meeting was adjourned at 1:59 p.m.

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Approved by:

Date

Transcribed by:

Carolyn Reisenauer/Admin. Specialist

## ORDINANCE NO. 1309 \_\_\_\_\_

An Ordinance to Amend and Re-enact  
Section 105-1-15 (e)(f)(g), (j-24), (k-2-c), (l-9&14), (p-5&11),  
(s-12), (t-4), (u-4), (v-2,4&7), and (z-3) of the  
Mandan Code of Ordinances  
Relating to Signs

Be it Ordained by the Board of City Commissioners as follows:

### Sec. 105-1-15. Signs.

(e) *Processing of application.* Upon receipt of a sign permit application, the building department shall ~~schedule the application for review and approval by the Mandan Architectural Review Commission (MARC).~~ process the application in a timely manner relaying all information that pertains to any violation of the city codes and ordinances so the applicant can make changes as needed to comply with standards set forth by this section. If a situation arises and the applicant requests a variation of this section an application to the Mandan Architectural Review Commission (MARC) can be requested by the applicant for a site specific waiver. The MARC meeting shall occur within thirty (30) days of ~~receipt of the application~~ the request for a site specific waiver. Once the MARC has reviewed the application and rendered a decision, the building department will process the application and issue any permit recommended by the MARC.

(f) *Mandan Architectural Review Commission (MARC).* The MARC is responsible to apply the standards contained in this section when reviewing any sign application submitted to it; however it may also grant site specific waivers, for variations to this section, when it deems the design of the sign meets the intent of this section and will cause no disruption to pedestrians or surrounding buildings. The MARC shall review the application and notify the building department of its determination. If the MARC approves the application, the building department will issue the appropriate permit. The MARC may attach any conditions it deems appropriate to any approval granted. The reasons for the decision set forth by MARC must be documented in the minutes of the MARC meeting.

(g) *Unsafe or unlawful signs.* Unlawful signs shall be submitted to the Code Enforcement Officer and an application for the unlawful sign shall be submitted to the Building Inspections Department. The Code Enforcement Officer and building department shall take whatever action is necessary to correct an unsafe condition with a sign or have an unlawful sign removed. If necessary, the Code Enforcement Officer and building department may file a complaint with any court of competent jurisdiction.

(j) *General requirements and provisions.*

(24) The total sign area for all permanent signs associated with a structure may not exceed 30% of the street fronting sides of the structure.

(k) *Zoning district requirements.*

(2) In business and industrial zoning districts and residential lots containing three or more dwelling units the following sign standards shall apply.

(c) Each business may have one wall sign per building side, ~~unless the MARC approves a site specific waiver to allow more than one sign per building side.~~

(l) *Awnings and awning signs.*

(9) In the downtown commercial area, day-glow colors, reflective materials and illuminated back lighting of transparent materials are not allowed, ~~unless a site specific waiver of this restriction is granted by the MARC.~~

(14) If any upper story window is treated with an awning, then all upper story windows on that side of the building shall be treated with awnings, ~~unless another design is approved by the MARC.~~

(p) *Canopy and canopy signs.*

(5) There shall be only one canopy sign per business on each street exposure, ~~unless otherwise approved by the MARC.~~

(11) If any upper story window is treated with a canopy, then all upper story windows shall be treated with canopies, ~~or as otherwise approved by the MARC.~~

(s) *Monument signs.*

(12) No sign shall be attached to the stairwell railing of a basement business, ~~unless a site specific waiver of this requirement is approved by the MARC or the city commission.~~

(t) *Post and panel sides.*

(4) The support posts must be made of a non-flammable material, ~~or as otherwise approved by the MARC.~~

(u) *Projecting signs.*

(4) No projecting sign shall originate from other than a front wall of the building. The maximum square footage for sign face is 50 square feet, ~~unless otherwise approved by the MARC.~~

(v) *Pylon and pole signs.*

- (2) ~~Unless a greater height is approved by the MARC for a specific property, The~~ maximum pylon or pole sign height is 25 feet in the downtown commercial area; 40 feet in the other commercial and industrial districts; and 60 feet in the Gateway Overlay Zone.
- (4) For single business properties with sufficient frontage, multiple pylon or pole signs will be allowed provided they can be set back from the adjacent or adjoining lot line a minimum of 25 feet and are no closer to each other, as measured parallel to the property frontage, than 155 feet, ~~or otherwise as approved by the MARC.~~
- (7) The maximum sign area for pylon and pole signs is 2.5 square feet per 1 foot of lot frontage but cannot exceed 30% of the area of all sides of the building that front a street.
- (z) *Wall signs.*
- (3) No combination of wall signs and supports shall exceed 20 percent of the signable wall surface area up to a maximum of 200 square feet, ~~unless other limits are approved by the MARC.~~

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

Attest:

\_\_\_\_\_  
James Neubauer, City Administrator

First Consideration: April 16, 2019

Second Consideration and Final Passage: \_\_\_\_\_



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** April 16, 2019  
**PREPARATION DATE:** April 9, 2019  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM,  
**SUBJECT:** Second and Final Consideration of Ordinance 1299  
Related to Crematoriums

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**STATEMENT/PURPOSE:** Consider approval of second consideration of Ordinance 1299 related to crematoriums.

**BACKGROUND/ALTERNATIVES:** The ordinance has been revised to reflect the recommendation following the first consideration and is included in Exhibit 1.

The City estimates that it has between fifty (50) and sixty-five (65) years' worth of land to be used for burial purposes at the Mandan Union Cemetery. For each acre of land used for non-burial-specific purposes the City loses approximately five (5) years' worth of burial plot inventory.

At its April 1, 2019 meeting, the Mandan Union Cemetery Advisory Committee made a recommendation to City Commission to oppose restricting crematoriums to cemetery properties.

Finally, I've included alternative ordinance language provided by David Wise in Exhibit 2.

#### ATTACHMENTS:

Exhibit 1 – Ordinance 1299 following First Consideration by City Commission  
Exhibit 2 – E-mail from David Wise Including Alternative Ordinance Language

Board of City Commissioners

Agenda Documentation

Meeting Date: April 19, 2019

Subject: Second and Final Consideration of Ordinance 1299 related to Crematoriums

Page 2 of 2

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FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: This document, including Ordinance 1299, have been reviewed and approved by Attorney Brown.

RECOMMENDATION: N/a

SUGGESTED MOTION: I move to approve the second and final consideration of Ordinance 1299 as presented in Exhibit 1.

# Exhibit 1

## ORDINANCE NO. 1299

An Ordinance to Amend and Re-enact Sec. 101-1-3 and 105-1-5 (e) and Enact Sec. 105-1-5 (k) of the Mandan Municipal Code related crematoriums

WHEREAS, Changes are necessary to remove conflict within the land-use code related to cremation-related activities

WHEREAS, Clarification is required to ensure health and safety and mitigate potential negative impacts to nearby resident property values

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

### **Section 1. Sec. 101-1-3 is added and reads:**

Insert in Sec. 101-1-3 after the definition for Correctional facility the following:

Crematorium means the establishment for final disposition of deceased remains, either human or pet, by thermal, mechanical, or other dissolution process that reduces remains to bone fragments. and is subject to the following requirements:

- a. shall not be the primary use, i.e. it must be accessory or ancillary to a related and legally existing mortuary, funeral home, columbarium, or cemetery use.

Crematorium equipment means the primary piece of capital performing the task of reducing remains to bone fragments.

### **Section 2. Sec. 101-1-3, definition for Funeral home or mortuary, is amended to read:**

Funeral home or mortuary means a facility for the care and custody for the pre-disposition of deceased human remains, including the sale of services and merchandise for burial, cremation, and other related items, including offices, viewing rooms, chapels, and reception halls for serving the deceased and their families. facility for the pre-burial preparation of human cadavers, including facilities for cremation, and including other areas for offices, purchase of burial items and services, viewing rooms and areas for the conduct of memorial services.

### **Section 3. Sec. 105-1-5 (e) is amended to read:**

Cemetery. A cemetery, mausoleum, or columbarium or crematory may be permitted in an industrial or A district as a special use, provided that:

- (1) No graves shall be located less than 100 feet distant from any property line;
- (2) There shall be a strip at least 75 feet in width adjacent to all boundaries of the cemetery landscaped and maintained as a green area;

- (3) In any cemetery in which there will be permitted monuments and grave markers rising above the surface of the ground, the green area shall include a dense evergreen hedge at least six feet in height; and
- (4) No ~~public~~-mausoleum, columbarium, ~~crematory~~ or cemetery chapel shall be erected within 200 feet of any boundary of the lot or parcel on which it is located.

***Section 4. Sec. 105-1-5 (k) is added to read:***

Crematorium. A crematorium may be permitted as a special use with the following minimum restrictions:

- (1) No crematorium equipment shall be placed within 100 feet of a property line excepting along adjacent right-of-way; and
- (2) Crematoriums shall be located within the Mandan Union Cemetery.

***Section 5. Sec. 101-1-3 and 105-1-5 (e) is amended and re-enacted.***

***Section 6. Sec 105-1-5 (k) is added and enacted.***

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Timothy A. Helbling, President  
Board of City Commissioners

Attest:

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James Neubauer,  
City Administrator

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

January 28, 2019  
March 19, 2019  
April 16, 2019

# Exhibit 2

**John W. Van Dyke**

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**From:** John W. Van Dyke  
**Sent:** Thursday, March 28, 2019 9:51 AM  
**To:** 'David Wise'  
**Subject:** RE: Ordinance 1299

I made some adjustments to the below but I don't think it changes the intent of anything you've written. If they adopt it I just want to make sure the language is clear. Toss them if you don't like them.

It shouldn't need to go back to Planning and Zoning. If they make substantial changes between now and the second consideration it will have to be reheard as a first consideration. They could kick it back to P&Z.

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**From:** David Wise <david@dawiseperry.com>  
**Sent:** Monday, March 25, 2019 4:53 PM  
**To:** John W. Van Dyke <john.vandyke@cityofmandan.com>  
**Subject:** Ordinance 1299

Section 3. 105-1-5

Cemetery, Mausoleum, Columbarium, and Crematorium. A cemetery, mausoleum, or columbarium may be permitted in an industrial or A district as a special use. A crematorium may be permitted in an industrial, **commercial** or A district as a special use. **The following standards shall apply:**

- 1) No graves shall be located less than **25** feet distant from a property line.
- 2) **There shall be** a minimum 10 foot landscaping buffer along the perimeter of a cemetery or crematorium as determined by the Mandan Architectural Review Commission.
- 3) No mausoleum, columbarium, or cemetery chapel shall be erected within **100** feet of any boundary of the lot or parcel on which it is located.
- 4) No crematorium equipment shall be placed within 100 feet of a property line excepting along adjacent right-of-way if located in a commercial or agricultural district. If the crematorium equipment is located within or adjacent to ~~near~~ a cemetery or located in an industrial zone, then a **minimum 50 foot setback from the 0-50 feet** ~~of a property line~~ may be used. **The crematorium equipment shall have a minimum 250 foot setback from any residence at the time of issuance of the special use permit.** ~~Let soft setback from any residential zoning area.~~

Now with all these changes are we going to have to go in front of Planning and Zoning again? Did I word this correctly or is there more tweaking I need to do? You know my intent is to be as far away from residence as possible and let me know about the possible property by the cemetery.

David Wise/Owner  
DaWise-Perry Funeral Services