



AGENDA
MANDAN CITY COMMISSION

JANUARY 8, 2019
ED "BOSH" FROELICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the December 18, 2018 Board of City Commission Regular meeting
- D. PUBLIC HEARING:
1. Public hearing and consideration of sufficiency of protests for Southside Street Improvement District. (See Resolution and Ordinances #1)
 2. Public hearing surrounding first consideration of Ordinance 1305 related to an annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition (See Resolution and Ordinances #2)
- E. BIDS:
1. Consider awarding bids for Public Works equipment purchases and amending 2019 Landfill budget
- F. CONSENT AGENDA:
1. Consider approval of budget transfer for Water Treatment Facility operating system.
 2. Consider approval of Bismarck Farwest Rotary charity raffle permit for a one day event at Midway Lanes on January 19, 2019.
 3. Consider purchase agreement with 218 W Main, LLC for Lot 13, Block 8, Original Town of Mandan (street address 218 W Main St)
 4. Consider out-of-state travel request for IEDC Leadership Summit
 5. Consider approval of Gaming Site Authorization for the Mule Deer Foundation at Baymont Inn & Suites on February 9, 2019.
 6. Consider proclaiming February, 2019 Entrepreneurship Month in Mandan.
- G. OLD BUSINESS:

H. NEW BUSINESS:

1. Presentation of Metropolitan Planning Organization led Freight study and consideration of final approval of study.
2. Consider ND Department of Transportation Cost Participation and Maintenance Agreement and budget amendment for I-94 Resurfacing project.

I. RESOLUTIONS AND ORDINANCES:

1. Resolution determining insufficiency of protests for Street Improvement District No. 213.
2. First consideration of Ordinance 1305 related to an annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition

J. OTHER BUSINESS:

K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. January 22, 2019 (5 p.m. start time)
2. February 5, 2019
3. February 19, 2019

L. ADJOURN

The Mandan City Commission met in regular session at 5:00 p.m. on December 18, 2018 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 present were Braun, Davis, Larson and Rohr. Department Heads present were Finance Director Welch, City Administrator Neubauer, Fire Chief Nardello, Building Official Ouradnik, Director of Public Works Bitz, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Planner Van Dyke, Assessor Markley, Deputy Police Chief Flaten and City Attorney Brown. Absent: Police Chief Ziegler

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the December 4, 2018 Board of City Commission Regular Meeting.* Commissioner Davis moved to approve the minutes as presented. 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.

D. PUBLIC HEARING:

1. *Old Red Trail Commercial 2nd Preliminary and Final Plat.*

At 5:30 p.m. John Van Dyke, Principal Planner announced this is the time and place for the public hearing to present the preliminary and final plat for Old Red Trail Commercial 2nd Addition. He said that Mandan 94 Investors, LLP is seeking to replat Lot 1, Block 2 Old Red Trail Commercial Addition which is located near the sports complex and that will divide the existing 23 acres into two, near-equally sized lots. He reported that there were no comments of concern received regarding the preliminary or final plat. The property exceeds the minor plat acreage limitations and therefore requires a full preliminary and final plat to be further subdivided. The additional feature to be included on the final plat is a no access line drawn along Old Red Trail to ensure that property access occurs along one or both of the two roads that service the property at 8th Avenue NE and 16th Street NE. In a split decision the Planning and Zoning Commission approved both the preliminary and final plat with the condition that a no access line be included on the final plat along Old Red Trail NE. The no-access line has been incorporated onto the final plat as displayed in Exhibit 2.

Mayor Helbling commented that this matter was discussed at the Planning and Zoning Commission, the first and final plat in one meeting, but that has been done before. If there is only one property owner, the process is much easier because it only affects the sole property owner which is the reason it is being done.

Mayor Helbling announced this is a public hearing and opened the floor for questions or comments for or against the preliminary and final plat for Old Red Trail Commercial 2nd Addition. A second and a third invitation was offered by Mayor Helbling for anyone to come forward to speak for or against this matter. Hearing none, the public hearing was closed.

Commissioner Braun moved to approve the preliminary and final plat as presented in Exhibits 1 & 2. 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.

E. BIDS:

1. *Consider approval to award the bid of fire service SCBA's, with necessary accessories to Dakota Fire Extinguishers Inc.* Fire Chief Nardello presented a request to consider the award of Self Contained Breathing Apparatus (SCBA) bid to the lowest bidder pursuant to the Mandan Fire Department minimum specifications. He said that the City Commission previously approved the advertisement for bids for new SCBA's with required accessories. The bid specifications were published in the Mandan News on October 26, 2018 and November 2, 2018 and on the City of Mandan website. All bids were due by 1:00 pm November 30, 2018. Three bids were received and opened at that time. The three bid participants included Alex Air Apparatus, Grand Forks Fire Equipment and Dakota Fire Extinguishers Inc. Alex Air Apparatus submitted the lowest bid however they did not meet the minimum specifications. In particular, the SCBA that Alex Air Apparatus submitted in their bid, Drager, does not manufacture a 5500-psi SCBA. The 5500-psi SCBA is a requirement of the bid specifications because it is one and a half pounds lighter and slightly smaller than the 4500-psi bottle. The next lowest bidder that met all minimum bid specifications was Dakota Fire Extinguishers Inc. with Scott Safety being the SCBA manufacturer. Five SCBA's will require the Emergency Breathing Support System (EBSS) fitting so there is ability to connect into the bottled air carried on the ladder truck. He explained that the 2019 budget contains a \$220,000 provision for the purchase of SCBA's. The total bid amount of \$141,343 is below the budgeted allowance. The funding for the SCBA purchase will come from the fire department equipment reserve. Chief Nardello recommended approval of the request as presented.

Commissioner Rohr moved to award the bid of fire service SCBA's, with necessary accessories, for \$141,343 to Dakota Fire Extinguishers Inc. 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.

F. CONSENT AGENDA

1. *Minor Plat of Lots 2 & 3, Block 1, Midway 15th Addition.*
2. *Consider purchase agreement with JR&R II, LLC for properties known as 504 W Main St and 511 First Street.*
3. *Consider approval of monthly bills.*
4. *Consider 2019 salary adjustments.*

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

G. OLD BUSINESS:

H. NEW BUSINESS:

1. *Consider appointments of Susan Kuntz and Erica Bertman to the Cemetery Advisory Committee.* Director of Public Works Bitz presented a request for the appointments of Susan Kuntz and Erica Bertman to the Cemetery Advisory Committee and a request to consider the reappointment of Sharon Huettl to the Cemetery Advisory Committee. He stated that the Cemetery Advisory Board is comprised of five at-large members. On December 31, 2018 there will be one vacant position and two terms expiring. The Cemetery Board received letters of interest from three individuals, Sharon Huettl for a reappointment, Susan Kuntz and Erica Bertman for the new appointments. Tom Regan does not wish to serve on the board any longer. Director Bitz reported that the Cemetery Board voted unanimously to appoint Sharon Huettl, Erica Bertman, and Susan Kuntz to the Mandan Cemetery Advisory Board.

Commissioner Larson moved to approve the appointments of Sharon Huettl, Erica Bertman and Susan Kuntz to the Mandan Cemetery Advisory Committee. 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 approval of appointments to the Mandan Municipal Parking Authority.* Deputy Police Chief Flaten presented a request to consider appointments to the Mandan Parking Authority. The Mandan Parking Authority consists of five members and one City Commissioner. There are three positions open for consideration that expires December 31, 2018. These positions were held in the 2017-2018 term by Jim Avard, Monte Chase and Larry Goetzfridt. Larry Goetzfridt informed the Parking Authority that he would like to be reappointed to the Parking Authority. Monte Chase indicated he does not want to be reappointed. Jim Avard submitted a letter of resignation effective November 16, 2018.

Deputy Flaten stated that two letters of interest were received from Albert Kuntz and Crystal Tretbar. On December 4, 2018, the Mandan Parking Authority met and Albert Kuntz and Crystal Tretbar were present at the meeting and expressed their interest to serve on the Mandan Parking Authority Board. The Mandan Parking Authority discussed the letters of interest and are recommending to the City Commission to approve the reappointment of Larry Goetzfridt and the appointment of Albert Kuntz and Crystal Tretbar to the Mandan Parking Authority. The term for all three positions will be from January 1, 2019 through December 31, 2020.

Commissioner Rohr moved to approve the recommendation from the Mandan Parking Authority for the reappointment of Larry Goetzfridt to the Mandan Municipal Parking Authority for the two year term from January 1, 2019 through December 31, 2020 and the appointment of Albert Kuntz and Crystal Tretbar to the Mandan Municipal Parking Authority for the two year terms from January 1, 2019 through December 31, 2020. 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 approval of appointments to the Community Beautification Committee.* City Administrator Neubauer presented for consideration appointments to the Community Beautification Committee. He said that the purpose of the Community Beautification Committee is to formulate and coordinate programs, projects and policies that enhance the aesthetic

appearance of the community. It may also identify the need for amending the Mandan Code of Ordinances. There are three positions up for consideration. The criteria for a candidate should include being a property owner or a representative of property owners in the City of Mandan. Representation is sought from both residents and businesses. Two terms are three years ending December 31, 2021. One term is to fill a vacancy due to member Sharon Gallagher resigning. Letters of interest were sought through an October news release with a deadline for responses of on or before November 1, 2018 or until positions are filled.

Members whose terms are expiring on December 31, 2018 are Edgar Oliveira and Brian Dehnert. There is one vacant term held by Sharon Gallagher with a term date of December 31, 2019. The Community Beautification Committee met recently and considered recommendations for appointments. Individuals submitting letters of interest included Brian Dehnert, Jody Skogen and Crystal Tretbar. All three interested individuals were in attendance at the Community Beautification Committee meeting. Jody Skogen stated he would volunteer to fill the vacant, one-year term ending December 31, 2019. The Community Beautification Committee recommended the appointment of Crystal Tretbar and reappointment of Brian Dehnert for three-year terms from January 1, 2019 to December 31, 2021 and the appointment of Jody Skogen to fill the vacant one-year term ending December 31, 2019.

Commissioner Rohr moved to approve appointing Crystal Tretbar and Brian Dehnert for three-year terms ending December 2021, and appointing Jody Skogen for a one-year term ending December 31, 2019 to the Community Beautification Committee. 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.

4. *Consider Growth Fund Committee recommendation regarding a forgivable loan for Business Pitch Winner Nordic Steel Systems.* Business Development & Communications Director Huber presented a request on behalf of the Mandan Growth Fund Committee (MGF) recommendation for a forgivable loan to Nordic Steel Systems as the winner of the first Mandan Business Pitch Challenge. She said that at the August 21, 2018 meeting, the Mandan City Commission approved awarding a \$10,000 forgivable loan to the winner of the 2018 Mandan Business Pitch Challenge subject to contingencies that the winner open or grow a business in Mandan or surrounding area in Morton County by December 31, 2019. The loan will be forgiven in equal increments over a span of five (5) years as long as the business does not relocate to another community.

On November 13, 2018, Juan Carlos Dominguez and Jared Stober of Nordic Steel Systems were named winners of the Business Pitch Challenge. This start-up business is a building supply manufacturer, providing the construction industry with innovate concrete-free foundations and exterior wall-systems. For more information, visit www.concretetreefoundations.com. The business is currently operating in a 3,000 sf leased shop 803 Adobe Trail SE in Mandan. They will have an opportunity to increase shop space in this location.

The MGF Committee members participated in a question and answer session with Dominquez and Stober at a recent meeting. Nordic Steel presented plans to hire employees to handle the fabrication and assembly process, in turn freeing up the partners to focus on designing and

bidding projects, interfacing with builders and overall business growth. The \$10,000 forgivable loan for the Business Pitch Challenge winner is already reflected as a commitment on the Mandan Growth Fund's financial statement. The \$10,000 will allow them to hire staff to assist with growing the business.

The MGF Committee voted unanimously (9-0) to recommend approval of a \$10,000 forgivable loan to Nordic Steel Systems as winner of the Mandan Business Pitch Challenge contingent on continued operation in Mandan with a 5-year claw back period if relocation elsewhere were to occur. Commissioner Larson stated she served as one of the judges for this event and she commented that the event itself was well done. She extended a thank you to all who participated in organizing the event. Mayor Helbling also extended a thank you to the individuals involved.

Commissioner Davis moved to approve a \$10,000 forgivable loan to Nordic Steel Systems as the winner of the Mandan Business Pitch Challenge contingent on continued operation in Mandan with a 5-year claw back period if relocation elsewhere were to occur. 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.

5. *Consider Proposal from National Information Solutions Cooperative for utility billing services.* Administrator Neubauer explained that the City of Mandan's utility billing software (AS/400 version) has exceeded its expected useful life and does not provide the features that are commonly available with current Windows based programs. The City's software is maintained by only one programmer who is contracted by the City. In the event the current software support would no longer be available the City's immediate programming needs could result in the software being no longer accurate or functional. The City attempted to replace the software with a new utility billing software program; however, due to implementation issues, the City had to revert back to the current software (AS/400 version). Earlier this year, the City contacted NISC who is located in Mandan to discuss options for an upgraded system.

City Administrator Neubauer introduced Jasper Schneider from NISC who presented the information related to Cooperative (NISC) for utility billing service. Mr. Schneider came forward and offered the following information related to NISC. NISC is an information technology company that develops and supports software and hardware solutions for utility cooperatives and telecommunications companies across the country. NISC is an industry leader providing advanced, integrated IT solutions for consumer and subscriber billing, accounting, engineering & operations, as well as many other leading-edge IT solutions with offices all over the United States, Canada and some international locations too. NISC has operated in Mandan for 50 years and is proud to call Mandan "home". After several months of communications between the City and NISC about the City's utility billing service needs, staff from the Finance and Utility Billing departments were invited to attend an iVUE Customer Care & Billing demonstration hosted by NISC on September 27, 2018. NISC's Customer Care & Billing Solutions (CC&B) are designed to help you create efficiencies throughout your office and extend those efficiencies to your customers. CC&B will help leverage data across your organization to streamline your business processes, increase efficiency and improve customer service. NISC's CC&B provides the organization easy and quick access to a full-range of customer tracking,

payment, billing, collections, data collection and other business management functions. Integrated with the iVUE enterprise system, CC&B is a powerful tool to help manage your utility. NISC has over 1200 employees (400 in Mandan) and serves over 800 facilities in operation across the United States, now in all 50 states, internationally and in Canada.

During October 2018, the City contacted clients of NISC to discuss their experiences with NISC for providing them with water billing services. The City has been working with NISC to identify the specific utility billing services to be included in the proposal from NISC. According to NISC the implementation period for the City to convert to the iVUE Customer Care & Billing solution could be up to 18 months from the initial start date of the conversion. The City and its utility billing customers will also be able to communicate through the NISC iVUE solution called SmartHub. An easy-to-use online and mobile billing and payment tool called SmartHub, where customers can easily manage their accounts anytime and anywhere on their mobile device or on the Web (apps), pay their bills, monitor usage, report service issues and more. A variety of bill payment options, including one-time payments, automatic recurring payments (including credit cards) and scheduled payments. The option to receive notifications via text message, email, letter, push notification or phone call.

The City has a long-standing working relationship with NISC in providing job and economic development incentives for their Mandan location. Since NISC specializes in providing utility billing services, the City may want to consider waiving the competitive bidding requirement. Mandan sends out over 7,400 utility bills monthly. NISC serves the utility department and the technology department and they serve every distributive coop in North Dakota. Mr. Schneider provided books published about the company and he stated that data security is one of the highest priorities to protect member's data.

Mayor Helbling commented that this is an example of where and when a private industry would be an advantage to outsourcing, in particular utility billing. He stated he would be in favor of partnering with National Information Solutions Cooperative (NISC) for the city's utility billing services.

Commissioner Larson questioned the travel expenses outlined in the contract with NISC being located in Mandan. Mr. Schneider indicated he would review that item and provide additional information regarding such.

Commissioner Davis moved to waive the competitive bidding requirement and approve the proposal from National Information Solutions Cooperative (NISC) for utility billing services. 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.

I. RESOLUTIONS AND ORDINANCES:

1. Second Consideration of Ordinance 1298 Related to Sign Sizes.

John Van Dyke, Principal Planner stated this is the second consideration of this Ordinance and that there have been no comments received since the presentation of the first Consideration. As a recap, he said that pursuant to discussion with the Mandan Architectural Review Committee

(MARC) City staff drafted the revised definition as shown in Exhibit 1. The draft Ordinance was brought before MARC for a final review. After a minor adjustment, MARC voted to support the proposed revised definition for sign sizes. The Planning and Zoning Commission unanimously recommended approval of the new definition.

The Ordinance will fulfill the intent of the Ordinance and provide tighter language for the Mandan Architectural Review Committee to rely on. The Building Department, Engineering and Planning Department, Mandan Architectural Review Committee and the Planning and Zoning Commission recommended approval of Ordinance 1298.

Commissioner Larson moved to approve Ordinance 1298 related to Sign Sizes. Commissioner Davis seconded the motion. Roll call vote: Commissioner Davis: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

Mayor Helbling announced this concludes the regular meeting business. There is a 6:30 p.m. public input meeting scheduled on the Southside Street Improvement Project. He proposed that the City contribute \$1.5 million which could be funded by the Sales Tax Fund over twenty (20) years to help buy this project down. There is a “Prairie Dog” bill coming up in the 2019 legislative session and if that passes, the City would be able to use Prairie Dog funds for the \$1.5 million rather than the Sales Tax Fund. If the Prairie Dog funds continue into the future, the City will consider buying down projects with that funding source. The alternative would be to let the project go and do nothing but that would not be good for the homeowners or the City. The goal is to ease the burden of the financial impact to residents in the area. He has discussed this proposal with Director Welch and Administrator Neubauer who are comfortable with this proposal. He requested input from the Commissioners.

Commissioner Rohr concurred the City should attempt to do whatever is possible to assist with funding in support of this project and that it is affordable. Commissioner Larson inquired about the precedent being set stating that she has great empathy for the specials that are coming from this project. The Prairie Dog funding source is not for sure and if it does come through it is to be used city-wide. It is important that this project continue for the City and the residents but she is concerned about precedence if the City gets involved. Mayor Helbling stated this would be setting a precedent and the Prairie Dog fund is not for sure and that is understood, and if it does not go through, the Sales Tax Fund would be utilized. The Prairie Dog funding source is intended for infrastructure projects and that would fit here. Commissioner Larson pointed out that this is not truly different than a city-wide special assessment, which is something to consider. Commissioner Davis referred to the Hub City funding that was in place a few years due to boom in oil and gas wherein Mandan was awarded Hub City funds but those revenues were subsequently taken away from Mandan. Mandan is a strong designee for Prairie Dog funds but the bill is not guaranteed. He encouraged residents to contact their legislative representative to work hard to get the Prairie Dog funding in place for infrastructure that would lessen the burden on residents and municipalities. He stressed the importance of reinvesting in the inner city structures versus the urban sprawl.

Mayor Helbling reported that Attorney Brown advised the Commission that whatever decision is made has to be fair and equitable. Attorney Brown explained that in a special assessment district, the cost of the project is spread out to the property that is benefited by the improvement. Streets are common to everybody in the district. The Park District and School District would share their proportion of the cost because they share a proportion of that benefit. Storm water affects only some of the areas so that's why you cannot just select that portion. It would be an across the board reduction in everybody's assessment because it reduces the cost of the project.

Commissioner Davis said he believes the Commission does a good job finding solutions to resolve situations such as this and that this discussion is a starting point. The Prairie Dog bill has to go thru 4-5 months of legislation. This is a long process and will take a lot of time. Mayor Helbling stated that all the entities in that area of town have been involved thus far and everyone agrees that something needs to be done.

Commissioner Davis motioned to commit \$1.5 million out of the Sales Tax Fund and spread it out over the 20-year life of the bond. Commissioner Braun seconded the motion.

Mayor Helbling clarified that if the Prairie Dog fund is passed by the legislature that the Sales Tax Fund will be replenished.

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

At 6:10 pm Commissioner Rohr motioned to recess the meeting until 6:30 p.m., the time set for the public input meeting on this matter. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Commissioner Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

At 6:30 p.m. Mayor Helbling called the public input meeting to order.

Presentation and public input related to the Southside Street Improvement Project.

Planning & Engineering Director Froseth presented information related to this project. This is an asphalt paved roadway that was initially designed for 20 year wear. He said that staff has followed the special assessment policy for distribution of assessment and the assessment information numbers has been sent out to residents. This is a preliminary design (30%) and the estimate is conservative at high level assumptions. Moore Engineering was present to go over the project and this meeting is not part of the formal process. This meeting is intended to allow residents to express their concerns of the project.

Mayor Helbling repeated the proposal put forth by the City Commission earlier this evening wherein the City is willing to commit to this project, \$1.5 million out of the Sales Tax Funds spread out over the 20-year life of the bond. In discussions with the Park Department, the buy-down will not go towards buying down the parking lots in this area of town; it only includes the streets that are tied to all the residents.

Director Froseth explained that \$1.5 million percentage is about 21% of the \$7 million estimated project cost and that it does not include the Park and Rec's parking lots. He introduced Jim Jackson and Jerod Klabunde from Moore Engineering to come forward to speak about the proposed project.

Jim Jackson came forward and indicated that there are public comment cards available for residents to leave written comments. While the presentation was being loaded, Mayor Helbling stated that the City is not required to send out notices to the residents in the neighborhoods. It was felt that it would only be right to inform everyone what is going to happen and by law, the city did not have to host this meeting tonight, but the City Commission was told that many residents were unhappy and some did not have all the information. The City wants to ensure that all information is provided so intelligent decisions can be made going forward. If the project goes through the special assessments would not be assessed until 2020 or 2021.

The presentation points on the Southside Street project included (information provided previously) the following information:

- A public involvement meeting was held on 11/14/18
- A second public involvement meeting was held on 12/18/18
- Presentation outline
- Moore Engineering's Mission and Engineering history
- Map of the project areas and why the improvements are needed
- Procedure and protest period
- City Special Assessment program
- The Park and Rec Department is a whole separate project but will be combined in the bidding for this project
- Asphalt deterioration over time and pavement conditions on the streets of the project
- ADA requirements
- Alleys with asphalt were included in district. No gravel alleys were included and adjacent properties to the alleys will be assessed.
- Currently, the project is at a 30% design
- Scope of improvements – chip sealed streets
- Storm water and drainage – 18% of the cost of the project
- Costs, funding, repayment
- Lighting not considered in initial assessment but might be considered later time as a separate project
- Preliminary assessments = 33,000 feet of front footage, The Park & Rec area is included in this footage but will be funded separately
- Low interest loan thru BND 2% interest plus 1.5% for other costs = 3.5% interest on loan
- Engineer's opinion of project cost
- Street lights and line breaks underneath the ground from light to light (10-12) in last couple years. Consideration given that it takes half to 2 days to find the break and splice it and fix it.

Jim Jackson concluded his presentation and Mayor Helbling invited residents to come forward to comment on the project.

Randy Schmidt, a south side resident came forward. He suggested that if residents want their alley paved, they should submit a request in writing, or adjacent to their alley indicating this. Those who do not want their alley done, should have an option to not have the alley done. Director Froseth clarified that he did tell residents that if all residents did not want the alley paved, they would need to sign off on that and submit it for consideration. Mayor Helbling recommended making a decision to either do or not do the alleys and let the majority of the owner's decision rule. Director Froseth explained how the protest process works and that state law requires that the City shall determine the protest by the area of properties. He stated that the area of protest will be properties that represent their want to protest. Burlington Northern railroad has two properties and if they want to protest both, both should be described in the protest. Owners should protest for the property they own.

Resident at 302 12th Avenue SW (Riverside) came forward and stated that his concern is that many of his neighbor's homes are sitting empty and that there is no interest from anyone to buy those houses. His concern is who will pay their portion of the assessment and how will the other residents in that area will be able to pay the amounts with the limited incomes the residents have. All these neighbors are up in age and have very limited incomes.

Shane Avey, the owner of the properties at 206 and 208 5th Avenue SW – inquired what the total cost of the project is. Director Froseth stated the total cost is estimated to be \$7,017,000 to be spread against the property owners within the assessment district.

Shane Avey commented that with regard to the alleys, there was no vote on the alleys. He is not in agreement to do the alleys. He said he used to work for the street department and recommended that the City pay the costs to do the alleys. He also questioned the city shop, how much of the storm sewers are associated with the baseball and softball fields? Director Froseth replied that he could not provide an answer at this time regarding these questions. He did state that the City does not have confidence that the streets do not last as long as they are designed for without the storm water system being part of this project. Water, standing water and also freestall ponding water in the summer is a major contributor to the accelerated weathering commenting that is why the storm sewer should be part of the street project.

Mayor Helbling said that the storm sewer system should be reviewed further. There are no answers at this time.

Mel Miller, a resident living at 8th Avenue SW came forward. He had a statement that he read regarding his special assessment, having to do with assessments 40%. Attorney Brown replied that state law permits a City to award a bid that is 40% higher than the engineer's estimate. That does not mean the City will or can do it but legally they could.

Richard Leingang came forward stating he is here speaking for his father-in-law and mother who reside at 201 6th Avenue SW. They are elderly and not able to be here to voice their concerns.

He stated that these individuals are on limited income of less than \$20,000 per year. They do not know where this money would come from to pay these assessments.

Attorney Brown stated that it will take over 50% of the property owners to protest the area out which is based on square footage. Mr. Leingang asked if this project can be put on hold or if it is on the fast track. Director Froseth said the protest period is half through and if it is protested out or decided by the Commission to not go forward even though it's met that 50% threshold then the City will have to be ready to present another resolution and necessity if there are other ideas to change it to be more accommodating to the residents. If the project is to change, the protest period would have to be completed and then this process would have to start over again wherein new letters would be sent out with new numbers reflected in those letters.

Vern Johnson came forward and inquired if 3rd Street is part of this project. Mayor Helbling said that he did not think anything was going to happen on 3rd Street but with the storm sewer plan that is in place right now there are intersections on 3rd Street that will get some asphalt work. Director Froseth stated that the preliminary plan does show some openings into 3rd Street that are in relation to the storm sewer. Third Street is not proposed for any resurfacing beyond what is needed to open it up for storm sewer. The reason is because it was on the federal aid classification system so its eligible for federal funds and the City did leverage federal funds less than 10 years ago for a project along 3rd Street. So it already has had improvements made to it using those federal funds.

Vern Johnson questioned the federal funds available for the project and why can't the City get more money. Director Froseth explained that federal funds are only eligible to go to city corridors that are on the federal aid system. Third Street is on the federal aid system and so is 10th Avenue in that area. There are no other streets that are on the federal aid system. The ADA requirements for ramps and sidewalks is required when you bring a street into those standards, however, there is no aid available if they are not on the federal corridor.

John Gartner came forward stating that he lives at 209 9th Avenue and 611 7th Street is his shop property address and of which there assessments of \$72,000. When he first moved to this property five years ago, it was \$200 in taxes and now it's \$400 and now he will be paying \$6,400 a year on a piece of crap property. He said that he will never be able to sell it because he will have \$72,000 of assessments on it and his house has \$20,000 assessments. As for this area of town, there are water problems and he suggested that a culvert be put in and that would solve the drainage issues.

Cole Higlin, Director of the Park District clarified that the Park District owns 54% of the land in this assessment district. He has been communicating with City staff with regards to the protest. At the public meeting on November 14, 2018 a question was asked "If the park district does not say anything by taking a stance for or against this project and the citizens do, will the project keep moving forward? He explained that the Park District does not do street, sewers, water. They do not initiate those projects. He said the Park District is trying to determine what the citizens want. He explained that the City Commission and the Park District are two (2) separate boards. He said that the Park District does not have jurisdiction with regard to whether or not this special assessment project moves forward. The Park District is trying to listen to the citizens

and they do not want to force this. The question that keeps coming back to the Park District is that since they own 54% of the land they are forcing this (project) upon the citizens. That is not true. The improvements to Faris Field and the parking lots have nothing to do with this project. They want to work together with the City of Mandan to make this work to benefit the residents. The Park District special assessments are \$800,000 and that goes city wide. Not just this area being discussed. There is city park property throughout the City of Mandan and to that end the Park District has its own assessments. Regarding the Parking Lot project, Mandan Softball Association has contributed \$150,000 to buy down the costs. When we found out about this assessment we contacted Director Froseth to get involved. The Park District has its own roles and responsibilities just like the City of Mandan. The Park District encourages all residents to protest it. If it goes forward the Park District will work with the City. The Park District does not want to be responsible for putting this on individual parcels.

Commissioner Davis said that as this project moves forward, the Park District and School Districts should be involved in this project. Mayor Helbling said they have been informed and they are aware of what is going on.

Vern Herman, 211 8th Avenue came forward to speak. He said he got a letter for a \$21,000 bill and came to this meeting to oppose the project. After listening to the City Commission talk about the project and everyone who came forward to comment - it is now clear to him that the work needs to be done. He is of the opinion that if the project is delayed it will get worse. He said that he appreciated the opportunity the City Commission has given residents a time to speak up and voice opinions. He said that he now has a different opinion from when I came to meeting and extended an appreciation for the \$1.5 million the City wishes to apply towards the project.

Amy Zachmeier, 1001 5th Street SW came forward and inquired how many protests have been turned in and what is the residential percentage of those? Director Froseth stated that he did not have number of protests that came in. And the percentage of the area is roughly 20% for residents, BSNF 13%, School District 5%, City Shop 3% and Park District 54%.

Mayor Helbling stated that they have no answers to the questions. The City Commission will share information on the protests when it is available and if it goes down, the City will need to come up with a Plan B.

Dennis Hildebrand. 511 9th Ave SW came forward to speak. He said he bought his house 28 years ago and he does not recall any street repairs ever being done. He pointed out that in addition to deterioration of the streets, the City (crews) have contributed to tearing up the curbs and gutters, with snow plows and large equipment. City trucks have run over curbs and damaged them. He said that with regard to 5th Street going eastward to the ball diamonds and City Shop, there is constant heavy equipment driving on that street. The ball diamonds in that area is a thoroughfare in the summer. He felt this was a good time to bring forward the destruction to the streets that is done by the City itself. He said he does appreciate the \$1.5 million the City plans to contribute, but can the City try to do more?

Tom Tokach, 506 3rd Street SW came forward to speak. He asked about the long range plan of the Park Board. In particular, are they looking at putting in storm sewers, etc. How does that fit

with the City's plans? Cole Higlin replied that the Park District did storm water management plans 2 years ago for the entire south side of the ball diamonds. The original plans were to have detention ponds on Faris Field and they were looking at trying to improve the drains along 7th going east. A culvert was put in at that time that would move the water towards the detention pond. Storm water was never part of that project due to cost which explains why there has been nothing done at Faris Field. He said that project was put on hold so the Park District could maximize its resources with the City of Mandan. He added that the City Shop has a stake in this. Mayor Helbling said that a Plan B will need to be developed that will scale down the project to make it more affordable for the citizens. He pointed out that the more it gets protested out, the more money the engineers make, etc. He stressed that moving this project forward would benefit the residents and the City who is already working on scaling this down.

John Gartner came back to the podium and inquired if it would be possible to break the project into smaller segments like having a smaller company do the parking lots? Cole Higlin replied that in past experiences it has been found that smaller projects are typically more expensive than one big project.

Mike Unterseher, a resident from 600 10th Avenue SW came forward. His concern was the 30-day protest period and if that would affect the BND loan at 2%. Will it still be available after the protest period or will it expire? Director Froseth commented that the term of the loan with the Bank of North Dakota would be twenty (20) years. The City has already applied for \$6 million at 2%.

Mayor Helbling announced the public input meeting will end at this time. He stated that the City Commission will continue working on cuts for this project and, if it gets protested out the Commission will go back again.

K. ADJOURNMENT:

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 8:17 p.m. Commissioner Larson seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer
City Administrator

Tim Helbling
President, Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: January 4, 2019
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Consider approving the Resolution determining insufficiency of protest for Street Improvement District No. 213, Project No. 2018-07 (Southside).

STATEMENT/PURPOSE: To move forward with the resolution determining insufficiency of protest for the Southside Street Improvement District project.

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 7th and 14th and notification letters were sent out to the property owners within the District. The 30 day protest period started on December 7th and ends on January 7th. At the December 18th City Commission meeting a motion was approved to commit \$1.5 million out of the Sales Tax Fund and spread it over the 20 year life of the bond. If the Prairie Dog Fund 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 has protested. In order to determine sufficiency of protests, state law mandates that we look at percentage of area that protests. If commission finds the protests insufficient and elects to move forward with the project, we would work on final drawings and advertise the project for bid this spring for 2019 construction.

If commission decides not to move forward with this project, Engineering believes the primary options are 1) To revise the scope and bring back at a future meeting with another resolution of necessity that changes the general nature. This would result in at least a six week delay. Or 2) To abandon the project idea altogether.

If this project moves forward, engineering staff and the consultant will work to bring cost down through the final design process which do not change the general nature of the

Board of City Commissioners

Agenda Documentation

Meeting Date: January 8, 2019

Subject: Consider approving the Resolution determining insufficiency of protest for Street Improvement District No. 213, Project No. 2018-07 (Southside).

Page 2 of 5

project. Examples of this include reduce the storm pipe sizes or overland flow stormwater where feasible. Given that design stands at 30% to this point, design assumptions when necessary, have been conservative.

ATTACHMENTS:

- 1) Resolution Determining Insufficiency of Protest
- 2) District Map
- 3) Protest Map (Yellow shade indicates protest)

FISCAL IMPACT: The total project cost that would be divided among district participants is estimated at \$7,017,000 minus the \$1,500,000 that was approved at the December 18th meeting to be used from the Sales Tax Fund. An additional \$531,000 is shown for possible park district parking lot improvements which is included in the district, but would go straight to the Park District. Water and sewer improvements would not be district costs either. Funds for those would come from utility fund if replacing existing or to a smaller focused district if expanding them to properties that are currently not served. 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: The City Attorney has been consulted about proper procedure for this item.

RECOMMENDATION: Approve the resolution determining insufficiency of protest and allow the project to move forward.

SUGGESTED MOTION: Move to approve the resolution determining insufficiency of protests for Street Improvement District No. 213, Project No. 2018-07 (Southside) and to move forward with the project.

Board of City Commissioners

Agenda Documentation

Meeting Date: January 8, 2019

Subject: Consider approving the Resolution determining insufficiency of protest for Street Improvement District No. 213, Project No. 2018-07 (Southside).

Page 3 of 5

**RESOLUTION DETERMINING INSUFFICIENCY OF PROTESTS FOR
STREET IMPROVEMENT DISTRICT NO. 213**

Whereas, the governing body of the City of Mandan, North Dakota (the "City") adopted a Resolution of Necessity Declaring the Necessity of a Special Assessment District for Street Improvement District No. 213, on December 4, 2018 (the "Resolution"); and

Whereas, the Resolution was published in the City's official newspaper on December 7, 2018 and December 14, 2018; and

Whereas, more than thirty days have passed since the December 7 publication; and

BE IT HEREWITH RESOLVED AND DETERMINED by the governing body of the City as follows:

1. That written protests filed with the City Administrator, within 30 days after December 7, 2018 publications, did not represent a majority of the area of the property included within Street Improvement District No. 213
2. That proceedings under the Resolution are NOT barred.

Dated and adopted this 8th day of January, 2019

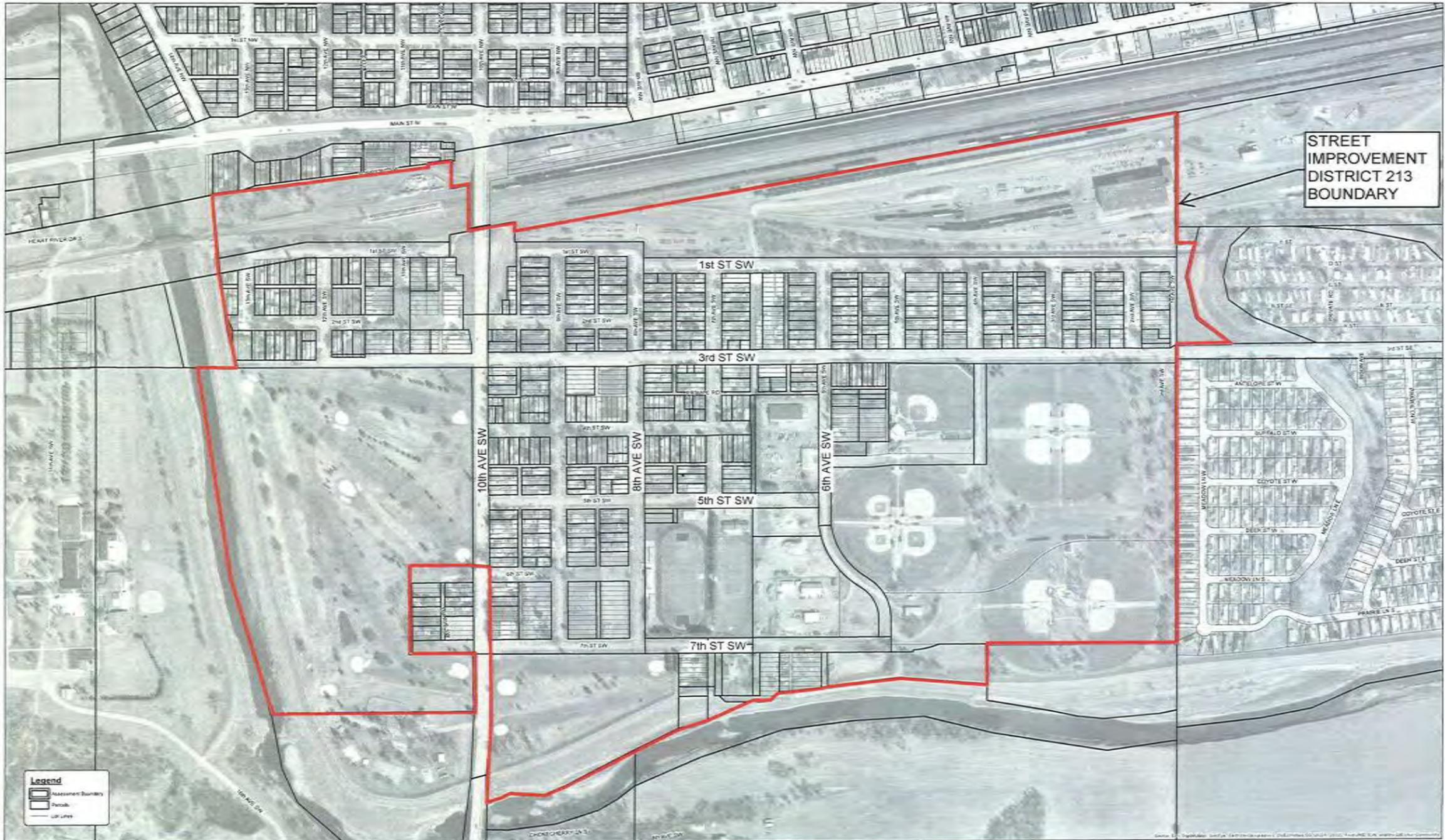
City of Mandan, North

Dakota

Timothy Helbling, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



STREET
IMPROVEMENT
DISTRICT 213
BOUNDARY

Legend
 Assessment Boundary
 Parcels
 Lot Lines

SOUTH MANDAN STREET RECONSTRUCTION
 MORTON COUNTY NORTH DAKOTA





SOUTH MANDAN STREET RECONSTRUCTION
MORTON COUNTY, NORTH DAKOTA





Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: January 4, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM, Principal Planner
SUBJECT: First Consideration of Ordinance 1305 Related to the Annexation and Zone Change Surrounding a Correction to a Portion of Macedonia Hills 1st Addition

STATEMENT/PURPOSE: Consider approval of first consideration of Ordinance 1305 related to the annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition.

BACKGROUND/ALTERNATIVES: This is a correction to a plat (Macedonia Hills 1st Addition) where an incorrect reference line was used to establish the legal description for the subdivision affecting Lot 19, Block 1 and Lots 2-4, Block 6 of Macedonia Hills 1st Addition. Since the portion of property in question is outside city limits and the default zoning for all annexed and platted land is R-7 Residential, the application requires annexation, a zone change, and minor plat.

Planning and Zoning Commission unanimously recommended approval of the annexation and zone change.

ATTACHMENTS:

- Exhibit 1 – Illustration of Subject Area
- Exhibit 2 – Legal Description of Annexation and Zone Change
- Exhibit 3 – Aerial
- Exhibit 4 – DRAFT Ordinance 1305 – Annexation and Zone Change Surrounding a Correction to a Portion of Macedonia Hills 1st Addition

Board of City Commissioners

Agenda Documentation

Meeting Date: January 8, 2018

Subject: First Consideration of Ordinance 1305 Related to an Annexation and Zone Change Surrounding a Correction to a Portion of Macedonia Hills 1st Addition

Page 2 of 2

FISCAL IMPACT: N/a

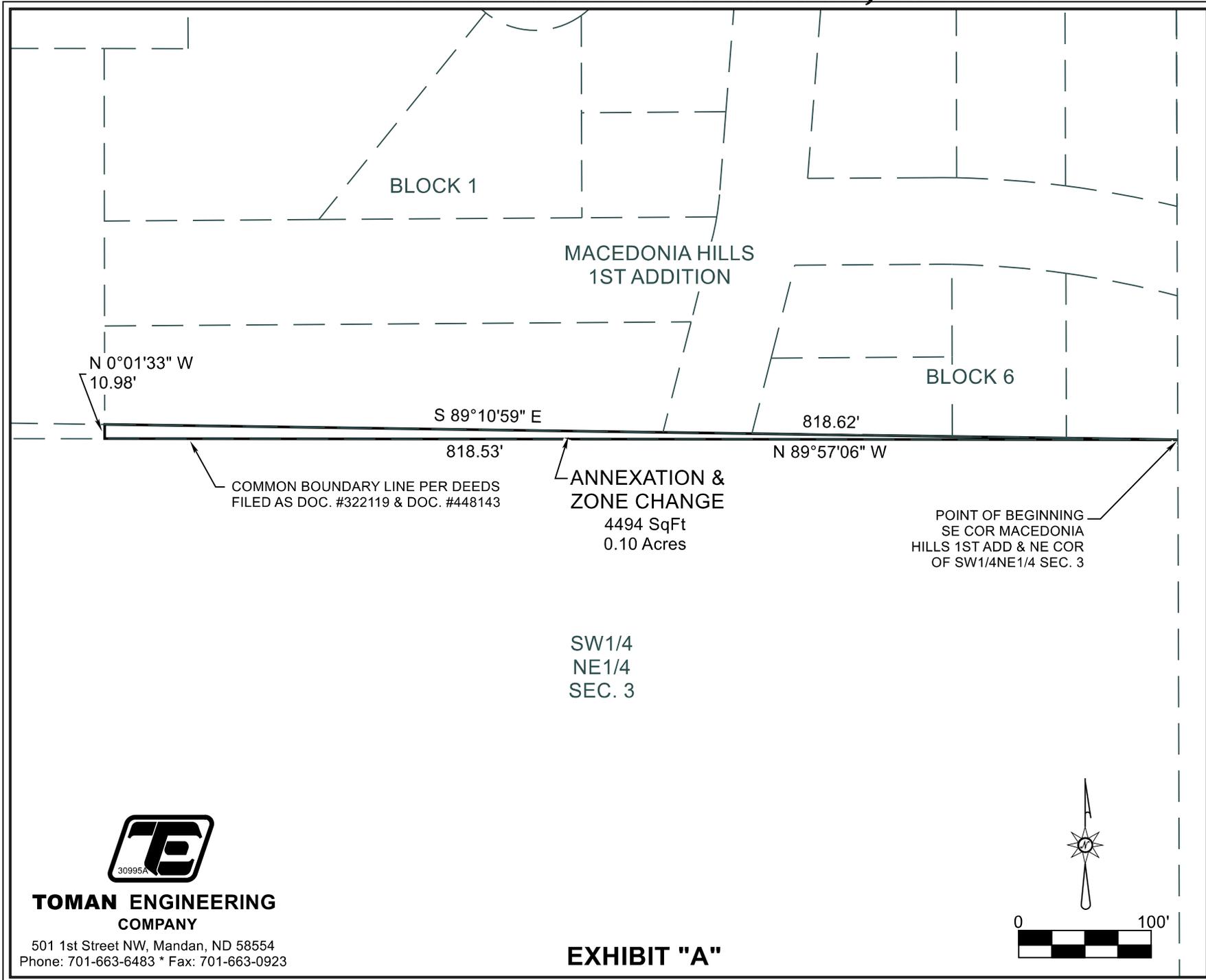
STAFF IMPACT: N/a

LEGAL REVIEW: This document has been sent to Attorney Brown for his review.

RECOMMENDATION: The Engineering and Planning Department and Planning and Zoning Commission recommend approval of Ordinance 1305 as presented in Exhibit 4.

SUGGESTED MOTION: I move to approve Ordinance 1305 as presented in Exhibit 4.

EXHIBIT 1 - ILLUSTRATION OF SUBJECT AREA



**TOMAN ENGINEERING
COMPANY**

501 1st Street NW, Mandan, ND 58554
Phone: 701-663-6483 * Fax: 701-663-0923

EXHIBIT "A"

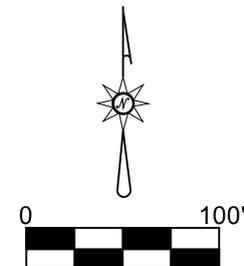


EXHIBIT 2 - LEGAL DESCRIPTION

ANNEXATION & ZONE CHANGE – MACEDONIA HILLS REPLAT

A tract of land being a part of the SW1/4 of the NE1/4 of Section 3, Township 138 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the southeast corner of Macedonia Hills First Addition of the City of Mandan, Morton County, North Dakota, said point also being the northeast corner of the SW1/4 of the NE1/4 of Section 3, T138N-R81W; thence North 89°57'06" West along the common boundary line per deeds filed as Document No. 322119 and Document No. 448143 for 818.53 feet; thence North 00°01'33" West for 10.98 feet to the southwest corner of said Macedonia Hills First Addition; thence South 89°10'59" East along the south boundary line of said Macedonia Hills First Addition for 818.62 feet to the Point of Beginning. Said tract of land containing 4,494 SqFt (0.10 Acres), more or less.

EXHIBIT 3 - AERIAL

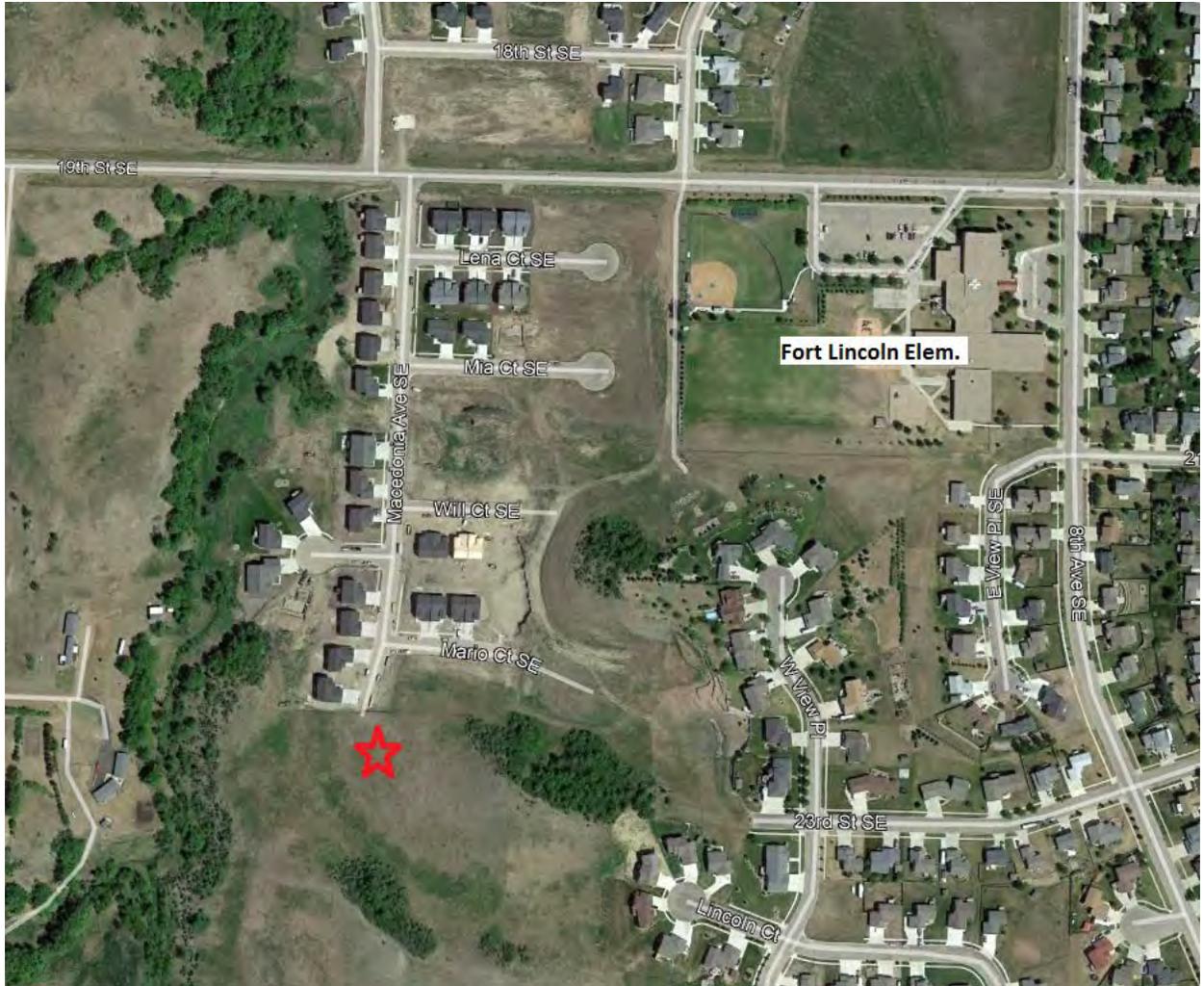


EXHIBIT 4 - DRAFT ORDINANCE

ORDINANCE NO. 1305

AN ORDINANCE TO EXERCISE THE POWERS OF THE CITY AS OUTLINED IN THE CODE OF ORDINANCES OF THE CITY OF MANDAN, NORTH DAKOTA PART 1, ARTICLE 3 (O) RELATED TO ANNEXATION.

AND

AMEND AND REENACT SECTION 105-2-2 RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

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

SECTION 1. EXERCISE OF THE POWERS OF THE CITY – ANNEXATION

The following described property shall be incorporated into the City of Mandan, North Dakota:

A tract of land being a part of the SW1/4 of the NE1/4 of Section 3, Township 138 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the southeast corner of Macedonia Hills First Addition of the City of Mandan, Morton County, North Dakota, said point also being the northeast corner of the SW1/4 of the NE1/4 of Section 3, T138N-R81W; thence North 89°57'06" West along the common boundary line per deeds filed as Document No. 322119 and Document No. 448143 for 818.53 feet; thence North 00°01'33" West for 10.98 feet to the southwest corner of said Macedonia Hills First Addition; thence South 89°10'59" East along the south boundary line of said Macedonia Hills First Addition for 818.62 feet to the Point of Beginning. Said tract of land containing 4,494 SqFt (0.10 Acres), more or less.

SECTION 2. AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended as follows:

The following described property shall be changed from R-7 Residential to R3.2 Residential:

A tract of land being a part of the SW1/4 of the NE1/4 of Section 3, Township 138 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the southeast corner of Macedonia Hills First Addition of the City of Mandan, Morton County, North Dakota, said point also being the northeast corner of the SW1/4 of the NE1/4 of Section 3, T138N-R81W; thence North 89°57'06" West along the common boundary line per deeds filed as Document No. 322119 and Document No. 448143 for 818.53 feet; thence North 00°01'33" West for 10.98 feet to the southwest corner of said Macedonia Hills First Addition; thence South 89°10'59" East along the

south boundary line of said Macedonia Hills First Addition for 818.62 feet to the Point of Beginning. Said tract of land containing 4,494 SqFt (0.10 Acres), more or less.

SECTION 3. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

Tim Helbling, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Public Hearing:
First Consideration:
Second Consideration and Final Passage:

January 8, 2018
January 8, 2018
January 22, 2018



Bids No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: December 26, 2018
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Director of Public Works
SUBJECT: Award bids and amend the budget for 2019 equipment capital outlay

STATEMENT/PURPOSE: To consider awarding bids on skidsteer loader, compact excavator, utility work vehicle, and ancillary attachments. In addition, consider amending the 2019 Landfill budget to allow for purchase of all ancillary attachments.

BACKGROUND/ALTERNATIVES: In fall of 2018 the budget and finance committee approved the budget request of \$177,847 to allow for the purchase of a skidsteer loader, compact excavator, and a utility work vehicle. In November of 2018, the commission approved the advertisement for bids of the above equipment and attachments for the equipment. The bid requests were advertised on November 30th as well as December 7th, bids were received and opened on December 18th. We received two sealed bids for the skidsteer loader and attachments, a single sealed bid for the compact excavator and attachments, and a single sealed bid for the utility work vehicle and attachments. After all bids were totaled and the trade in price for our existing equipment was factored in, the grand total for all equipment and the attachments was \$191,417, therefore we request awarding the three bids for the equipment and attachments. In addition, we request a budget amendment to the 2019 Landfill budget to transfer \$6,000 from Landfill overtime (620.620.51020) and \$7,600 from Landfill other fees (620.620.52128) to 2019 Landfill capital outlay (620.620.62114) to allow for the \$13,570 shortfall.

ATTACHMENTS: Bid Tabulation Sheets

FISCAL IMPACT: Transfer \$6,000 Landfill overtime (620.620.52120) and \$7,600 Landfill other fees (620.620.52128) from 2019 Landfill operating budget to 2019 Landfill capital outlay Budget (620.620.62114)

Transfer/amendment amount: \$13,600
Budgeted amount in 2019 budget: \$177,847

Total expenditures: \$191,417.30

STAFF IMPACT: Staff will coordinate delivery and training with vendor

LEGAL REVIEW: Attorney Brown's office has reviewed the attached documents

RECOMMENDATION: To award all three bids for the equipment and the attachments. As well as amend the 2019 Landfill budget to allow for the capital outlay expenditures.

SUGGESTED MOTION:

1A.) I make a motion to award the bid to Bobcat of Mandan for the skidsteer loader, asphalt planer, brush mower as well as accept their trade in price offer of the New Holland L190 skidsteer loader for a grand total purchase price not to exceed \$61,539.01.

1B.) I make a motion to award the bid to Bobcat of Mandan for the compact excavator, the hydraulic breaker attachment, and a plate compactor attachment for a grand total purchase price not to exceed \$68,673.62

1C.) I make a motion to award the bid to Bobcat of Mandan for the utility work vehicle, an angle broom attachment, a snowblower attachment, and a snowplow attachment for a grand total purchase price not to exceed \$61,204.67

1D.) I make a motion to amend the 2019 Landfill budget as follows:
Transfer \$6,000 from Landfill overtime and \$7,600 from Landfill other fees to the 2019 Landfill capital outlay budget.

Skidsteer Loader (and attachments)

	<u>Bobcat of Mandan</u>		<u>Titan Machinery</u>
92 HP Bobcat Skidsteer	\$48,208.65	90 HP New Holland Skidsteer	\$53,500
40" Bobcat Asphalt Planer	\$21,504.32	40" Bradco Asphalt Planer	\$21,900
72" Bobcat Brush Mower	\$5,826.04	72" Ground Shark Brush Mower	\$9,200
	\$75,539.01		\$84,600
Less Trade Allowance on City L 190 New Holland	(\$14,000)		(\$11,620)
<hr/> Grand Total	<hr/> \$61,539.01		<hr/> \$72,980

Compact Excavator (and attachments)

	<u>Bobcat of Mandan</u>
42.7 HP Mini Excavator	\$53,900.00
Hydraulic Breaker with Point	\$9,559.44
Vibratory Plate Compactor	\$5,214.18
<hr/> Grand Total	<hr/> \$68,673.62

Utility Work Vehicle (and attachments)

	<u>Bobcat of Mandan</u>
62 HP Tool Cat	\$49,115.36
68" Hydraulic Angle Broom	\$4,779.60
72" Hydraulic Snow Blower	\$5,191.86
72" Hydraulic Snow Plow	\$2,117.85
<hr/> Grand Total	<hr/> \$61,204.67



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: January 3, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Water Treatment Budget Transfer for Software Upgrades

STATEMENT/PURPOSE: To consider approval of transferring 2019 funds from the Water and Sewer Utility Fund to the Water Treatment Facility Capital Outlay in order to update software critical to the facility's operation.

BACKGROUND/ALTERNATIVES: The Mandan Water Treatment plant Supervisory Control and Data Acquisition (SCADA) system currently utilizes HP servers and Rockwell RSView32 software. The servers currently operate on the Windows 7 Operating System (OS), which will no longer be supported beyond the year 2020. The Rockwell RSView32 software is no longer supported, and is not compatible with any operating systems beyond Windows 7. As such, it is our recommendation to upgrade the hardware and software components, to ensure system compatibility and remain in compliance with supported and updated Operating Systems.

The SCADA system is operationally critical as it is necessary for all system alarms and many of the operational tasks that Water Treatment Facility staff performs. Staff believes it is important to get the new operating system in place in 2019 in order to be ahead of the 2020 date when the current software will no longer be supported. If we do not replace before then, SCADA maintenance will be compromised.

The Project tasks will consist of:

- Replacing the primary server with updated hardware and an updated OS
- Configuration and setup of a standby backup server for redundancy
- Updating the Human Machine Interface (HMI) application upgrade from Rockwell RsView32 to Rockwell Studio Edition
- Replacement of one panel PC used for operator interaction with the plant HMI system

- (Note) The existing alarm notification software will be compatible with the updated system and will not need to be upgraded.

ATTACHMENTS:

FISCAL IMPACT: The Water and Sewer Utility Fund would be used to cover this added cost. Finance was consulted in this decision and indicated funds available to do so. The estimate for the upgrades is \$47,800.

STAFF IMPACT: Water Treatment Facility staff consultation throughout the project.

LEGAL REVIEW: All commission agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION: Recommend to approve the budget transfer to facilitate the Water Treatment Facility software upgrades.

SUGGESTED MOTION: Move to approve a 2019 budget transfer in the amount of \$47,800 from the Water and Sewer Utility Fund to the Water Treatment Facility Capital outlay.



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
2019-01

Name of Organization Bismarck Farwest Rotary		Date(s) Authorized (Read instruction 2)		
Contact Person Wally Keller	Business Phone Number (701) 471-0779	1/19/2019 Beginning	to	1/19/2019 Ending
Mailing Address Po Box 2415	City Bismarck	State ND	Zip Code 58502-2415	
Site Name Midway Lanes Bowling Alley	Site Address 3327 Memorial Highway			
City Mandan	State ND	ZIP Code 58554-000	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 <u>and</u> Office of Attorney General within 30 days of the event.				
Date 12/26/2018	Signature of <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor 	Printed Name of City or County Auditor Brent Wilmeth		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.

Frames for "Fun"ds

18th annual CHARITABLE BOWLING TOURNAMENT & SILENT AUCTION

Sponsored by  **Far West Rotary**

January 19, 2019

Check-in @ 12:30PM; Tournament begins @ 1:00PM

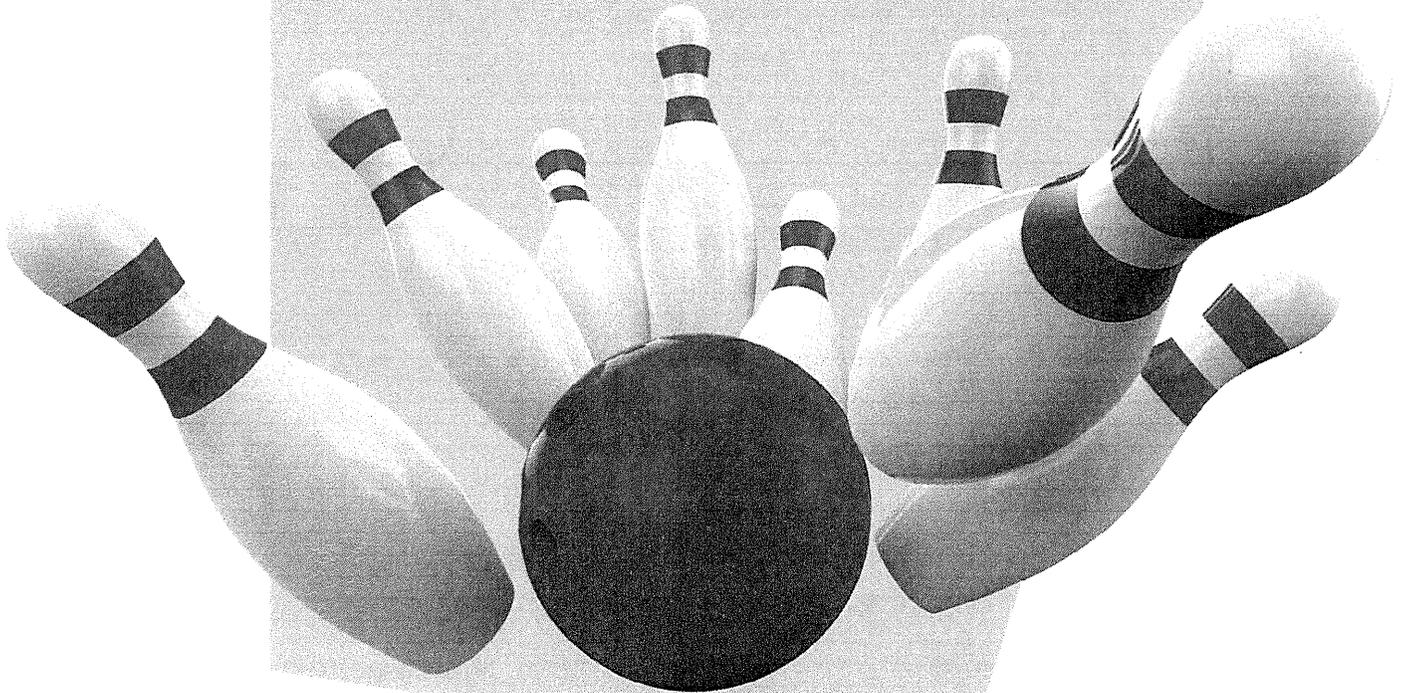
Midway Lanes

3327 Memorial Highway, Mandan

This is a FUN tournament benefiting:

Rotary International • Gateway to Science • New Generations Park

Non-perishable food items are collected for a local food pantry.



Food is provided.

Entry fee: \$150 per team of 4 bowlers. Limited to first 52 teams.

Mail entry form and fee to:

Nancy Christenson, 2422 Jackson Avenue, Bismarck, ND 58501



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: December 27, 2018
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber
PRESENTER: Ellen Huber, Business Development & Communications Department
SUBJECT: Purchase agreement for 218 W Main St

STATEMENT/PURPOSE: To consider a purchase agreement with 218 West Main LLC for the property located at 218 W Main Street.

BACKGROUND/ALTERNATIVES: The Mandan City Commission at its Nov. 20, 2018, meeting approved a proposal submitted by Mike and Brittany Kennedy in partnership with Randy and Cathy Ehlis for the purchase of the building for the minimum asking price of \$100,000 with an estimated investment in improvements of \$75,000.

At the meeting, there had been discussion about whether the current tenant, Huntington Books, could be allowed more than the 90 days indicated in the request for proposals to vacate the property. In a conversation immediately following the meeting, Mike Kennedy expressed a need to get started with the independent inspection and renovations as soon as possible. In subsequent communication, he has indicated the need to have their new business open in the building by June 1.

Susan Huntington on Nov. 21 was provided a notice of non-renewal and termination of lease, noting that the lease dated Nov. 18, 2008 is hereby terminated effective Feb. 23, 2019. The notice was provided by certified mail with a return receipt requested.

Pertinent provisions in the purchase agreement include the following commitments:

- The buyer will purchase the properties for \$100,000 and invest at least \$50,000 into property improvements.
- The buyer is to commence renovations within 1 year from closing and complete the improvements within 2 years of closing.
- The City as the seller shall request that the Mandan Remediation Trust remove all remediation equipment and abandon wells as well as have all personal property and debris removed 30 days prior to closing.

- If closing has not occurred prior to April 1, 2019, the buyer may terminate the agreement and earnest money is to be returned.

ATTACHMENTS: Purchase agreement

FISCAL IMPACT: The \$100,000 from the sale of the property would be deposited in the 1% City Sales Tax Fund.

STAFF IMPACT: Some staff time is required for closing and processing of any applications for incentives.

LEGAL REVIEW: Attorney Brown drafted the purchase agreement.

RECOMMENDATION: I recommend approval of the proposed purchase agreement.

SUGGESTED MOTION: I move to approve the purchase agreement with 218 West Main LLC.

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2019, between the City of Mandan of 205 2nd Avenue NW, Mandan, ND 58554, whether one or more, "SELLER," and 218 West Main, LLC of 912 St. Thomas Trail, Mandan, ND 58554, whether one or more, "BUYER," under which Seller agrees to sell and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth the following described real property located in the County of Morton, State of North Dakota:

Lot 13, Block 8, Original Town of Mandan
(street address: 218 West Main, Mandan, ND)

(the "Property").

The terms and conditions of such sale and purchase are as follows:

1. **PURCHASE PRICE:** The purchase price shall be \$100,000.00. Payment shall be in certified funds or by wire transfer.

2. **AS IS:** Buyer has made or will make an inspection of the Property and is relying on its own inspection and judgment as to the condition of the premises and not on any representations of Seller. This sale is made "as is" and without any warranties of any kind, except those set out in this Agreement, and without any implied warranties whatsoever, including those of fitness or merchantability. Furthermore, Seller has not made any representations as to the presence of hazardous substances located on the Property, and Buyer agrees to rely solely upon Buyer's own examination and testing (which is to be done, if at all, at Buyer's expense) in regard to the possible existence of hazardous substances upon the Property. Hazardous substances is intended to include, but not be limited to, the following: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic or hazardous pollutant, contaminant, chemical material or substances defined as hazardous pollutant, contaminant, chemical material or substances defined as hazardous or as a pollutant or contaminant in, or the release of disposal of which is regulated by any law or regulation. The provisions of this paragraph shall survive the closing of this Purchase Agreement regardless of whether it appears in any further documentation implementing the closing of this Purchase Agreement. Should Buyer in its inspection of the premises, discover unacceptable environmental conditions/hazardous substances, or unacceptable soil conditions which would prevent utilization of the property as planned, then Buyer, at its option, may cancel this Agreement prior to closing and demand the return of all monies paid to Seller by Buyer.

3. **EARNEST MONEY:** Buyer has paid \$2,500.00 as earnest money to be credited on the purchase price, receipt of which is hereby acknowledged by Seller. Buyer agrees to perform the other terms and conditions of this contract to be kept and performed by Buyer upon the delivery of the warranty deed by Seller, conveying the Property to Buyer.

4. **DEFAULT:** Should Buyer default in completing the terms and conditions of this Purchase Agreement, the Buyer shall be permitted ten (10) days to cure any such default. If Buyer fails to cure any identified default within ten (10) days, the earnest money hereunder paid by Buyer shall be forfeited as liquidated damages. Should Seller default in completing the terms and conditions of this Purchase Agreement, Buyer, at its option, may demand specific performance under the contract or may demand the return of all monies paid by Buyer to Seller. In establishing the amount of earnest money paid hereunder and in designating such as liquidated damages, the undersigned Seller and Buyer specifically acknowledge that actual damages resulting from Buyer's breach are impractical or extremely difficult to ascertain. Seller and Buyer have made a reasonable endeavor to fix a fair and reasonable compensation for Buyer's breach and that the amount thus established is acknowledged by both Seller and Buyer to bear a reasonable relation to probable damages and is not disproportionate to any damages that could reasonably be anticipated.

5. **ABSTRACT OF TITLE:** Within 30 days after execution hereof, Seller shall furnish Buyer with an abstract of title to the Property showing marketable title in Seller free and clear of all liens, encumbrances and defects except easements, and mineral grants and reservations of record, and any liens or encumbrances to be satisfied by Seller prior to or at closing.

6. **EXAMINATION OF ABSTRACT:** Buyer shall have the abstract of title examined prior to closing and complete said examination 10 days prior to the closing date as hereinafter specified. Buyer shall deliver a copy of the title opinion to Seller when Buyer receives it. If title to the Property is unmarketable, Seller shall have a period of 30 days in which to correct the title and make it marketable. If the title to said Property cannot be made marketable within said period of time or such further time as may be granted by Buyer in writing, Buyer shall have the option to terminate this agreement and shall be entitled to the return of the earnest money paid under this contract.

7. **TAXES AND SPECIAL ASSESSMENTS:** The annual real estate taxes and annual installments of special assessments for 2019 shall be prorated to date of closing. Taxes and installments of special assessments for 2018 and all prior years shall have been paid by date of closing. Taxes and installments of special assessments for 2020 and subsequent years shall be the responsibility of the Buyer. Buyer shall be obligated for the balance of unpaid special assessments on the Property.

8. **CLOSING AND POSSESSION:** Closing and possession of the Property shall occur within 30 days of Seller notifying Buyer that an inspection period has commenced, subject to any extension of time herein granted in the event that title to the Property should be found unmarketable and subject to change by mutual agreement of Seller and Buyer.

9. **CLOSING COSTS:** Seller shall be responsible for the following closing costs:

- (a) abstract continuation(s),
- (b) preparation of warranty deed,

(c) preparation and recording of releases, satisfactions and corrective documents.

Buyer shall be responsible for title examination fees and recordation of warranty deed to Buyer.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the special event that Buyer or Buyer's lender requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

10. **CUSTODY OF EARNEST MONEY:** The earnest money paid hereunder shall be held by North Dakota Guaranty and Title Co.

11. **OTHER CONDITIONS:**

- (a) This Property is conveyed subject to the provisions and requirements of the Mandan Code of Ordinances, Chapter 113 concerning the creation of an Environmental Institutional Control Zoning District. Prior to closing, the City shall request the Mandan Remediation Trust to remove the remediation piping and other structures, and abandon any wells in accordance with the NDDH standards, and provide to the Buyer the sealing and grouting records. The Property shall be returned to a reasonable condition and Seller shall remove all personal property and debris on or before 30 days prior to closing.
- (b) Buyer must commence renovation of the Property within one year of closing and complete renovation within two (2) years of closing.
- (c) At closing, Buyer will pay \$5,000.00, to be held by Seller, as a deposit to secure Buyer's performance of this agreement. The deposit shall be refundable upon completion of renovation of the Property and the issuance of a certificate of occupancy for the Property.
- (d) Buyer agrees to invest at least the sum of \$50,000.00 in renovation improvements to the Property in line with the architectural standards of the City of Mandan.
- (e) Seller to provide Buyer copies of all covenants, reservations and restrictions, if any, relating to the Property.
- (f) Seller agrees to indemnify Buyer from any claims or damages relating to the previous tenant.
- (g) In any event if closing has not occurred prior to April 1, 2019, Buyer may terminate this Agreement and demand return of the Earnest Money.

12. **BINDING EFFECT:** This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and

assigns.

13. **GOVERNING LAW:** This Purchase Agreement shall be governed by the laws of the State of North Dakota.

14. **COUNTERPARTS:** This Purchase Agreement shall be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.

15. **TIME:** Time is of the essence of each provision of this entire contract and of all the conditions thereof.

16. **BUYER'S INVESTIGATIONS:** This Purchase Agreement is contingent upon Buyer's investigation of the Property for Buyer to satisfy itself with respect to the physical condition of the Property and the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be completed within 30 days of final vacancy, or February 18, 2019 whichever occurs earlier. All Buyer investigation shall be at Buyer's sole cost and expense. Buyer may declare this Purchase Agreement cancelled by providing written notice to Seller within 10 days of inspection period, in which case this Purchase Agreement is cancelled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of any disapproved items that Seller has not agreed in writing to correct or remedy.

17. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of Closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the Closing, this Purchase Agreement shall be cancelled, at Buyer's option, if Buyer gives written notice to Seller of such cancellation within 30 days of the damage. Upon said cancellation, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest paid hereunder to be refunded to Buyer.

18. **ENTIRE AGREEMENT:** This Purchase Agreement or any addenda or amendments signed by the Parties shall constitute the entire agreement between Buyer and Seller. This Purchase Agreement can be modified or cancelled only in writing signed by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

19. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

20. **FORCE MAJEURE:** A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every

reasonable attempt to minimize delay of performance. In the event force majeure continues longer than 90 days, either party may terminate the Agreement, repaying the full amount of the deposit within 10 days of termination notice.

IN TESTIMONY WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

“SELLER”

“BUYER”

CITY OF MANDAN

218 WEST MAIN, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Managing Partner



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: December 28, 2018
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber
PRESENTER: Ellen Huber, Business Development & Communications Department
SUBJECT: Out-of-state travel request

STATEMENT/PURPOSE: Consider approval of out-of-state travel to participate in the International Economic Development Council Leadership Summit in Florida on Jan. 27-29.

BACKGROUND/ALTERNATIVES: The IEDC Leadership Summit offers meaningful training sessions about best practices and new ideas in economic development. Participation in at least two IEDC national conferences every three years is a requirement to maintain the status of being a certified economic developer (CEcD) with IEDC.

ATTACHMENTS: The conference program is available at the following link:
www.iedcevents.org/LeadershipSummit/Program.html

FISCAL IMPACT: An amount of \$3,000 is included in the 2019 budget for attendance at an IEDC conference. Pending the actual cost of airfare, expenses are likely to be closer to \$2,400.

STAFF IMPACT: Attendance at the conference will require Saturday travel plus 2 days away from the office.

LEGAL REVIEW: n/a

RECOMMENDATION: Mayor Helbling, who holds the business development portfolio, has approved the request along with City Administrator Neubauer.

SUGGESTED MOTION: I move to approve out-of-state travel as proposed for the City Business Development and Communications Director.



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (07/2016)

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

Full, Legal Name of Gaming Organization Mule Deer Foundation

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

Name of Location <u>Baymont Inn & Suites</u>			
Street <u>2011 Old Red Trail</u>	City <u>Mandan</u>	ZIP Code <u>58554</u>	County <u>Morton</u>
Beginning Date(s) Authorized <u>2-9-19</u>	Ending Date(s) Authorized <u>2-9-19</u>	Number of twenty-one tables if zero, enter "0": <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Within the Ball Room</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <u>2-9-19</u>			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

1. City/County Auditors - Retain a copy of the Site Authorization for your files.
2. City/County Auditors - 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. 10-2017)

License Number (Office Use Only)

Site Owner (Lessor) Shannon Grangl		Site Name Baymont Inn & Suites		Site Phone Number 663-7401	
Site Address 2611 OLD Red Trail		City Mandan	State ND	Zip Code 58554	County
Organization (Lessee) Mule Deer Foundation		Rental Period 2/9/2019 to 2/9/2019		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is a raffle drawing going to be conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 0	
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ <input checked="" type="checkbox"/> Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ <input checked="" type="checkbox"/> Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
5. Is Paddlewheels conducted at this site? Number of Tables _____ <input checked="" type="checkbox"/> Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
				Total Monthly Rent \$ 0	

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards 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 	Title Sales Manager	Date 12-18-18
Signature of Lessee 	Title President/ceo	Date 12/4/2017

(over)



"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

ADMINISTRATION	667-3215
ASSESSING	667-3232
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

PROCLAMATION

Whereas the city of Mandan's culture and passion for creativity is well-represented in the entrepreneurship community; and

Whereas the entrepreneurship community is a model of our values for equality and diversity; and

Whereas Mandan DECA supports the entrepreneurship community that creates wealth and jobs for thousands of Mandan residents; and

Whereas new venture creation and new businesses are an integral part of the growth and sustainability to the future of the City of Mandan; and

Whereas the mindset of local businesses is powerful for the City of Mandan.

NOW, THEREFORE, I, Tim Helbling, Mayor of the City of Mandan, do hereby proclaim the month of February 2019 as

ENTREPRENEURSHIP MONTH

In the City of Mandan, North Dakota, and encourage our citizens to celebrate the remarkable and everyday success of our entrepreneurs and innovators in the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mandan, North Dakota, to be affixed this 8th day of January 2019.

TIM HELBLING, MAYOR



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: January 3, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTERS: Joey Roberson-Kitzman, Bisman MPO
Keith Buckew, HDR, Study Project Manager
SUBJECT: Presentation and Consideration of Final Report of
the Bis-Man Freight Study

STATEMENT/PURPOSE: To receive a final report presentation for the Bis-Man Freight Study and consider final acceptance.

BACKGROUND/ALTERNATIVES: The Bis-Man Freight Study has reached its conclusion. It has been reviewed by MPO and stakeholder staff. It is now in its final draft form and ready for acceptance consideration. Regular stakeholder meetings were held throughout and it included a public outreach effort highlighted by two rounds of public involvement meetings.

ATTACHMENTS:

- 1) Link to the Bis-Man Freight Study website below. The draft final report can be found under the “Resources” tab at the top, then the top link under “Reports & Studies”.

www.bismanfreightstudy.com

FISCAL IMPACT: As a jurisdictional member of the Metropolitan Transportation Organization, Mandan’s cost share of this study was \$5,598 (4%) of the total \$139,949 budgeted for the study. Our share was covered in the 2018 budget for such planning studies.

STAFF IMPACT: Participation in stakeholder meetings throughout the study.

LEGAL REVIEW: All commission agenda documents have been forwarded to the City Attorney for review.

Board of City Commissioners

Agenda Documentation

Meeting Date: January 8, 2019

Subject: Presentation and Consideration of Final Report of the Bis-Man Freight Study

Page 2 of 2

RECOMMENDATION: Recommend to approve the final report of the Bis-Man Freight Study.

SUGGESTED MOTION: Move to approve the acceptance of the Final Report of the Bis-Man Freight Study.



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 8, 2019
PREPARATION DATE: January 3, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: NDDOT I-94 Resurface Project, Budget Amendment and CPM Agreement

STATEMENT/PURPOSE: To consider approval of the Cost Participation and Maintenance (CPM) Agreement for this project. The project would be primarily on the I-94 and I-194 interstate roadways. However, some of the improvements would take place on Highway 810, which is the segment known as Expressway and south of Memorial Highway to the Expressway bridge. This Highway 810 segment is part of the arterial roadway system in which the city has 10% funding participation responsibility, therefore the need for the CPM agreement through this stretch.

BACKGROUND/ALTERNATIVES: This is a very large project scheduled to go through Mandan in 2019. It is expected to be comparable to the interstate project that went through the Bismarck city limits in 2017 as far as its working scope and potential for disturbance and delays. The bulk of the project will be resurfacing of the interstate system from the highway 25 exit west of town to all three bridges in town; 1) Grant Marsh (I-94 mainline) 2) Veterans' Memorial (Memorial Highway Bridge) and 3) Expressway Bridge. It will also include some miscellaneous work at the bridge structures within those segments.

The project was mentioned in 2017 to the City of Mandan as a programmed project for 2019. In June of 2018, the City was given an estimate to budget from of \$35,056 for our local share of the project. In November, the estimate was revised to about \$79,949. Then, in December, the estimate was revised to \$101,210 for the local share. These are estimates, and the actual amount will not be known until after the project is bid, complete, and total costs tabulated. However, staff has been concerned about the nearly 190% increase from the June estimate which was used to budget for 2019. Staff did ask for justification and received the following back from the DOT.

...this project was originally going to be a mill and overlay in FY 2019 with a microsurfacing to follow in FY 2020. Management chose to not move forward with the

FY 2020 microsurfacing. Instead, they chose to have a slurry seal included with the FY 2019 project. The old program sheets only showed the mill and overlay cost.

Another change is that more bridge work was added on the Mandan side that we didn't know about when we sent out the old program sheets. The work on the Expressway Bridge was known and included, but our Bridge Division provided additional work needed at McKenzie Drive. Therefore, that bridge work cost wasn't passed on to you as added cost.

Attached are the new cost estimates for Mandan and Bismarck for this project. Also, looks like the original split stopped short of the true project split for 810. The original 810 split started at Sta 34+00 instead of Sta 27+30. But, we have work on McKenzie Drive, on the interchange ramps, and bridge work on this project as noted above.

While frustrating that the latest estimate is so much more than the estimate available to us during budgeting, staff does see the importance of this project and agrees to the most recent scope of work put forward by the DOT to ensure confidence in a long-lasting project.

ATTACHMENTS:

- 1) Full Project Title Sheet
- 2) Cost Participation and Maintenance Agreement
- 3) Note; Project plan sheets and detailed estimates are available upon request.

FISCAL IMPACT: A budget amendment is required to increase the amount of sales tax fund for this project from the budgeted \$35,056 to the latest estimate of \$101,210. Finance Director Welch was consulted and verified that this amended amount can be handled by the sales tax fund.

STAFF IMPACT: Ongoing plan and project review as requested.

LEGAL REVIEW: All commission agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION: Recommend to approve the budget amendment from \$35,056 to \$101,210 and the Cost Participation and Maintenance Agreement for the Highway 810 portion of the I-94 resurfacing project.

SUGGESTED MOTION: Move to approve the budget amendment from \$35,056 to \$101,210 and the Cost Participation and Maintenance Agreement for the Highway 810 portion of the I-94 resurfacing project.

NDDOT Contract No. 38181234

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Striefel, Ardin L.	Telephone: 328-2559

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

Project No. NHU-1-810(026)000
Location: ND 810 MEMORIAL HIGHWAY TO WASHINGTON STREET
Type of Improvement: Mill, Overlay, and Slurry Seal
Point of Beginning: RP 0.000
Point of Ending: RP 0.846

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Mandan, North Dakota, hereinafter referred to as the LPA, the work area on the Mandan side noted by reference points above hereinafter referred to as the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- Will pay 10 percent of the cost of rights of way and easements acquired for the project; and
- Will pay 10 percent of the total cost of all items on the project and which are determined eligible for funding participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
- Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items as requested by the LPA for items determined to be non-participating or ineligible for federal aid.

PART I

LPA Obligation:

- The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
- It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement.



The preliminary cost estimate of the project is \$1,012,098, with the LPA's estimated share being \$101,210.

3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

PART III

Maintenance

NDDOT is responsible for all maintenance activities except those identified as LPA responsibilities. The LPA is responsible for restoring to original condition any cuts in surface initiated by the LPA for utilities, etc. Limits of the project area is shown on the attached map.



PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17; C.M. 12/17/2018



AUTHORIZATION

At a _____ meeting held on the _____ day of _____, 20____, it was moved by _____ and seconded by _____ that the attached certification and agreement be approved, and that the * _____ and Auditor be authorized to execute in behalf of the LPA of _____ and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of ____ aye, ____ nay, _____ absent.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

* _____

TITLE

DATE

CERTIFICATION

It is hereby certified that the LPA of _____ will issue improvement warrants to finance the amounts that the LPA is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

* _____

TITLE

DATE

*Mayor or President of Commission



Project \${FIELD:PROJECT_NUMBER}

CERTIFICATION OF LOCAL MATCH

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

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

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18;; C.M. 12/17/2018



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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

