



**AGENDA
CITY COMMISSION
MARCH 19, 2024
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

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The City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com. Please provide your comments before noon on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Quarterly work anniversary recognition

D. APPROVAL OF AGENDA

E. MINUTES

1. Consider approval of the March 5, 2024, minutes from the Board of City Commission regular meeting

F. PUBLIC HEARING

1. Consider setback variance request for Lot 1, Block 1, Midway 13th Addition

G. BIDS

1. Consider Highway 6 trail construction project bids

H. CONSENT AGENDA

1. Consider approval of monthly bills
2. Consider final plat for Cat Creek Addition
3. Consider approval for the following budget amendments and transfers:
 - a. Finance Department
 - b. Assessing Department
 - c. Public Works
 - d. Police Department
 - e. Engineering Department
 - f. Human Resources
 - g. Administration
 - h. *Planning Department*
 - i. Business Development & Communications Department
4. Consider the following abatements:
 - a. Hoffer 2023 Veteran's credit
 - b. Soma 2023 Veterans Credit
 - c. 2022 & 2023 Abatement application for Wilson 1302 Sunny Rd
5. Consider approval of GIS Coordinator job description
6. Consider sidewalk variance request for 200 East Main Street
7. Consider Class BWO - Beer Wine Only Liquor License - AV8RS LLC - d/b/a Aviators
8. *Consider approval to dispose records in accordance with the North Dakota Century Code "Records Management Act" (NDCC 54-46-12) and City of Mandan Records Management Policy*

I. OLD BUSINESS

J. NEW BUSINESS

1. Consider approval of airport facilities revenue bond 2024 and pledging deficiency tax levy
2. Consider approval of a property tax exemption for improvements to commercial & residential buildings North Dakota Century Code 57-02.2
3. Consider 2024 Gate City Bank and City of Mandan Neighborhood Revitalization Initiative
4. Consider Raw Water Intake project change orders
5. Consider entering into an agreement with KLJ for the Downtown Reconstruction Project

K. RESOLUTIONS AND ORDINANCES

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

1. Apr. 2, 2024 at 5:30 p.m. (Board of Equalization at 7 p.m.)
2. Apr. 16, 2024 at 5:30 p.m.
3. May 7, 2024 at 5:30 p.m.

N. ADJOURN



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Quarterly work anniversary recognition

STATEMENT/PURPOSE:

To recognize work anniversaries of quarter one.

BACKGROUND/ALTERNATIVES:

Beginning in 2024, employees that are eligible to receive a service award will be recognized each quarter. This was recognized annually in previous years.

Employees who have completed three, five, ten, fifteen, twenty, twenty-five, thirty, thirty-five, forty, forty-five, or fifty years of employment with the City will be recognized and receive a service award each quarter.

The City of Mandan would like to congratulate the following employees for their years of service. These employees will also be receiving an email on Wednesday to redeem their service award gift.

3 years:

Jonathan Fleischer – Real Property Appraiser
Daniel Carpenter – Police Officer
Jared Attanasio – Police Officer

5 years:

Jonathan Mathisen – Payroll and Benefits Specialist
Shannon Reichenberg – Police Sergeant
Calvin Krueger – Fire Figther
Barb Sandstrom – Library Director

ATTACHMENTS:

None

FISCAL IMPACT:

Three employees were awarded three years of service recognition gift not to exceed twenty-five dollars.

Four employees were awarded five years of service recognition gift not to exceed a value of fifty dollars.

The total fiscal impact of the first quarter will be \$275.00

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

Recognition only. No action required.

SUGGESTED MOTION:

Recognition only. No action required.

The Mandan City Commission met in regular session at 5:30 PM on March 5, 2024 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Commissioner Camisa, Commissioner Rohr, Commissioner Olson, Commissioner Braun and Mayor Helbling. Department heads present were City Administrator Neubauer, Finance Director Welch, Assessor Markley, Engineering Director Wigness, Police Chief Ziegler, Building Official Singer, Fire Chief/Public Works Director Bitz and City Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Recognition of Community Beautification Program Property, 4521 34th Ave NW.* A certificate of recognition was presented to Billie and Chris Scott in recognition of the appealing and attention-getting display of their property, located at 4521 34th Avenue NW during the Halloween season.

2. *Recognition of the 2023-2024 Golden Shovel Award.* Communication Specialist Schmidt presented the traveling golden shovel to NarDawahl's Tattoo Emporium/Buffalo Gypsy.

D. APPROVAL OF AGENDA

E. MINUTES

1. *Consider approval of the minutes from the February 20, 2024, Board of City Commission regular meeting.* Commissioner Camisa moved, and Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, Nay 0, The motion passed.

F. PUBLIC HEARING

G. BIDS

1. *Consider Bids for Street Lighting LED Replacement Project.* City Engineer Wigness presented the bid received and recommended awarding to the lowest bidder, On-Point Electrical Service. Commissioner Camisa moved and Commissioner Rohr seconded to award the base-bid construction contract to On-Point Electrical Service for the Street Lighting LED Replacement Project, in the amount of \$572,073.94. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed. Commissioner Camisa moved and Commissioner Rohr seconded to authorize the use of an additional \$60,000 from the Street Utility Fund for construction contingencies. Roll call vote: Aye 5, No 0. Absent 0. The motion passed.

H. CONSENT AGENDA

1. *Consider approval of monthly bills.*

2. *Consider Class H Liquor License - Catered Retail Beer, Wine and Liquor On Premises, Application for Bareknuckle Events LLC..*

3. *Consider Class E – Restaurant On Sale Beer and Liquor License Application - GD Hooker LLC (dba) Black Lions.*

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4. *Consider the Approval of Plans and Specifications and Authorization to Advertise for Bids for Street Improvement District 235..*
 5. *Consider State Water Commission Grant for Street Improvement District 235.*
 6. *Consider the approval of plans and specifications, Engineer's Report, and authorize the call for bids for the 2024 Municipal Sidewalk Improvement Project 2024-05.*
 7. *Consider approval of a site authorization for ABATE of North Dakota at the HideAway from July 1, 2024 to June 30, 2025.*
 8. *Consider Sunset Drive Interchange Project Commitment Letter.*

Commissioner Camisa moved and Commissioner Olson seconded to approve consent agenda items 1 through 8, including all sub items as presented. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Mandan 2024 Rectangular Rapid Flashing Beacon Installations Task Order.* City Engineer Wigness presented the 2024 Rectangular Rapid Flashing Beacon Installations project. Commissioner Camisa motioned, Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed

2. *Consider Change Order for Street Improvement District 229.* City Engineer Wigness presented a change order related to the Shores at Lakewood Phase I Street Construction Project. Commissioner Camisa moved, and Commissioner Olson seconded to approve. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *Second and Final Consideration of Ordinance 1444, a zone change from A - Agriculture to R3.2 - Residential for Rockwood Second Addition.* Building Official Singer presented for second and final consideration of ordinance 1444. There were no changes nor comments since the first consideration. Commissioner Camisa moved and Commissioner Olson seconded Roll call: Aye 5, Nay 0, Absent 0. Motion passed.

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

March 19, 2024 at 5:30 p.m..

April 2, 2024 at 5:30 p.m. (Board of Equalization at 7 p.m.) .

April 16, 2024 at 5:30 p.m..

N. ADJOURN There being no further business to come before the board, Commissioner Camisa moved and Commissioner Rohr seconded to adjourn the meeting at 5:55 p.m. The motion received unanimous approval of the members present.

James Neubauer
City Administrator

Timothy Helbling
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider Setback Variance Request for Lot 1, Block 1, Midway 13th Addition

STATEMENT/PURPOSE:

Eide Kia is seeking approval to expand their building on the Memorial Highway, having a portion of the building project four feet into the required front yard setback.

BACKGROUND/ALTERNATIVES:

PKMC LLP requests approval of a variance from Sec. 105-3-16 (5) of the City Code of Ordinances related to MC - Industrial District - Front yard. The property is located in southeast Mandan along the Memorial Highway SE at 3334 Memorial Highway SE.

Project Overview

The applicants are planning a refresh of the dealership facility, including building additions to the east, south, west and north of the building. The proposed addition to the south, while in-line with the current footprint of the building, lies four feet into the front yard setback (35 feet) required in the MC - Industrial District. Because there is no record of a variance being granted for the current building, and the proposed addition involving additional building mass within the setback, the variance request is being presented.

Property History

The property has been used as motor vehicle sales and service facility since the building was constructed in 2006. Prior uses are believed to be industrial in nature.

Property Information

The property is 1.54 acres in size, and is accessed from Memorial Highway in two locations. There is an overhead electrical easement along the north property line.

Requested Variance

The variance request would allow the construction of the building addition in the front

yard setback as shown in Exhibit 3. This would reduce the front yard on the property by four feet, from thirty-five down to thirty-one feet, in the area where the proposed building addition is located. The proposed building additions to the north, east and west would adhere to setback requirements, as a minor plat is planned to follow this request to combine the Kia and former Schmidt Auto properties into one.

Adjacent Properties Zoning, Land Use and Future Land Use

Adjacent properties to the north include BNSF Railroad Right-of-Way, and an MC - Industrial zoned manufactured housing park. To the east, the properties are zoned MC - Industrial and used for Retail B sales. Properties to the west are zoned MC - Industrial and used for Service Group B. The property to the south is zoned CC - Commercial and used for Retail Group B. The future land use priority for the referenced properties north of Memorial Highway SE is Industrial. South of Memorial Highway, properties referenced are designated for commercial.

Findings of Fact Zoning Variance

- 1. The need for a variance *is based on special circumstances or conditions unique to the specific parcel of land involved that are not generally applicable to other properties in this area or within the MC - Industrial District.***
2. The hardship is not caused by the provisions of the Zoning Ordinance.
3. Strict application of the provisions of the Zoning Ordinance would not deprive the property owner of the reasonable use of the property.
4. The requested variance is not the minimum variance that would accomplish the relief sought by the applicant.
5. The granting of the variance is not in harmony with the general purposes and intent of the Zoning Ordinance.

Staff Comments:

- Staff recommends approval of this item contingent upon a minor plat.
- Staff is working with project design team on a landscaping plan that adheres to gateway requirements.
- The minor plat would result in two buildings being on one parcel. In this case, City Ordinances require that a consistent design theme / character be established for the property. Changes are being proposed that would make the look of the secondary structure more consistent with the look proposed for the main dealership building.
- Mandan Architecture Review Commission has conditionally approved the

proposed plans.

ATTACHMENTS:

1. Development Review Application
2. Additional Submittal for Zoning Variance
3. Proposed Variance Request 1-22-24
4. Rendering Image of Building
5. Images
6. Location Map - Lot 1 Block 1 Midway 13th

FISCAL IMPACT:

N/a

STAFF IMPACT:

N/a

LEGAL REVIEW:

This item has been reviewed by the City Attorney as part of the agenda packet.

RECOMMENDATION:

The Planning and Zoning Commission met on February 26th and unanimously recommended approval of this request to vary from Section 105-3-16 (5) of the City Code of Ordinances (MC - Industrial District - Front yard setback). The decision is based on circumstances or conditions specific to the property, including utility easements and a generally shallow lot, which are stated to impact the developable area of the property, contingent upon a minor plat.

SUGGESTED MOTION:

I move to approve the variance request for Lot 1, Block 1, Midway 13th Addition contingent upon a minor plat.

CITY OF MANDAN		
Development Review Application		
☒	Minor Plat (\$300)	Zone Change (\$600)
☐	Preliminary Plat up to 20 acres (\$400)	Planned Unit Development (\$700)
☐	Preliminary Plat more than 20 acres (\$450)	Land Use and Transportation Plan Amendment (\$1,000)
☐	Final Plat up to 20 lots (\$400)	Vacation (\$500)
☐	Final Plat 21 to 40 lots (\$550)	☒ Variance (\$400)
☐	Final Plat more than 40 lots (\$700)	Special Use Permit (\$450)
☐	Annexation (\$450)	Stormwater submittal (\$300)
☐	Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
☐	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	
Summary of Request (Add separate sheet(s) as necessary)		
Minor plat to combine multiple parcels, and front yard setback variance request.		

Engineer/Surveyor			Property Owner or Applicant		
Name Independent Land Surveying & Engineering Inc.			Name PMKC Mandan LLP		
Address 4215 Old Red Trail NW			Address 1112 Missouri Ave,		
City Mandan	State ND	Zip 58554	City Bismarck	State ND	Zip 58504
email ABE@ILSURVEYND.COM			email jpeterston@eidachrysler.com		
Phone 701-663-5184		Fax	Phone 701-426-4467		Fax 701-751-6084
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name
☒ City	☐ ETA	☐ New	☒ Addition	MC	SAME	EIDE KIA
Property Address				Legal Description		
3334 MEMORIAL HIGHWAY SE				LOT 1, BLK 1, MIDWAY 13TH ADDITION &		
Current Use				AUD LOT N OF NE 1/4 .196AC & LOT N-A OF NE 1/4 .27AC .466 ACRE		
AUTO DEALERSHIP						
Proposed Use						
				Section 36	Township 139	Range 81
Parcel Size 67,152 sf	Building Footprint 8,240 sf & 1,552 sf	Stories 1	Building SF 18,711	Required Parking 25		Provided Parking 46

Print Name <i>Sheldon Kank, Partner</i>	Signature <i>Sheldon Kank</i>	Date 1/5/2024
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Office Use Only			
Date Received: <i>1-22-24</i>	Initials: <i>AS</i>	Fees Paid: \$ <i>700</i>	Date: <i>1-22-24</i>
Notice in paper		Mailed to neighbors	
P&Z meeting			
☐ Approved	Approved with conditions:		
☐ Denied			

Additional Submittals

Variance

A zoning variance application shall include a detailed statement with the following information:

1. The circumstances or conditions applying to the land or buildings for which the variance is sought

The property is narrow north to south and bordered by a power line easement, railroad to the north and Memorial Highway with a 35' setback to the south. Both the existing and adjacent buildings currently are within the 35' front yard setback.

2. How the applicant is deprived of a reasonable use of said land or building;

The property dimensions, setbacks and easements are limiting the build-able area to a narrow strip. The existing building has a bump out which is currently in the 35' front yard setback by 4'. We are requesting for the front yard setback to be reduced by 4' so we can match the current buildings depth into the setback. The existing building (Schmidt Auto) is currently 22' into the setback and no addition is planned to this building.

3. How the grant of a variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

Since the front yard addition will not project any further into the front yard setback than the current building and adjacent building no impact to any adjacent property should be realized.

4. The minimum variance that will accomplish the relief sought.

We are asking for the minimum 4' reduction in the 35' front yard setback for the main building to a 31' front yard setback. This would allow the proposed project to come close to meeting KIA dealerships design requirements. Car dealerships are required to meet minimum facility requirements to maintain their dealership. The front addition design (as submitted) is an adjusted version of the typical showroom required by KIA.

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

LEGEND

- PROPOSED BUILDING
- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVEMENT
- PROPOSED SANITARY CLEANOUT
- S S

PROPOSED SANITARY SEWER SERVICE
- W W

PROPOSED WATER SERVICE
- 9

PROPOSED GATE VALVE
- 1810

PROPOSED CONTOUR
- CONSTRUCTION LIMITS

GENERAL NOTES:

SPECIFICATIONS: All work shall conform to the Project Manual and Specifications as supplemented by or modified by the following plan notes. All work in the City of Mandan Right of Way shall conform to the City of Mandan Construction Specifications and Details.

PROPOSED CONTOURS: The final contours shown on the plans represent the finished surface to the topsoil, pavement, surfacing, storm sewers, etc. The Contractor is to make allowances as required to account for topsoil and pavement surfacing when completing the site grading.

SUBGRADE PREPARATION & TRENCHING DENSITY REQUIREMENTS: Areas to receive Fill, Gravel Base, Pavement, and the bottom of cut areas shall be scarified to a minimum depth of 6 inches specified and compacted. Contractor shall be required to manipulate substandard areas by working the soil until the specified density and uniform moisture content are achieved. Fill material shall be placed in lifts not exceeding eight inches loose thickness. All Trenches, Fill, and Gravel base shall be compacted to 90% Modified density with a moisture content between +3% to -3% optimum moisture as per ASTM D1557.

PAVEMENT MARKING/STRIPING: Contractor to stripe entire parking lot after pavement operations are complete as per layout on plan sheets.

- All paint shall meet the NDDOT specifications.
- Stripes shall be 4" wide white paint.
- All paint shall be applied at 110 SF/GAL.

AGGREGATE BASE: Aggregate base shall be Class 5 Gravel per NDDOT specifications or approved equal. Gravel shall be installed to the thickness as shown on plan details (see sheet C800), and compacted per specifications.

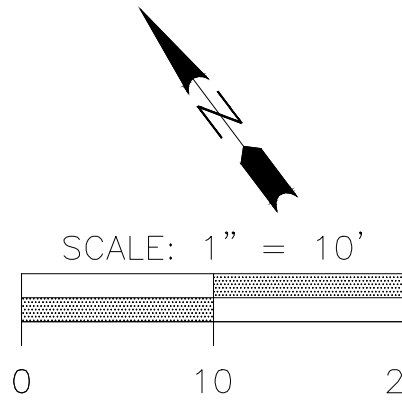
GENERAL NOTES CONTINUED:

CONCRETE PAVEMENT: Concrete Pavement shall be continually reinforced pavement where called out in the plans.

- Continuous Reinforcement bars shall be #4 grade 60 deformed bars placed at 24" center-to-center, to be tied together and placed at the vertical center of the concrete slab.
- All Concrete shall have 28 day strength of 4,000 psi, with a maximum allowable slump of 4 inches, and air entrainment content between 3% to 7%. The Contractor shall provide a mix design to be approved by the Engineer.
- All Concrete placed next to the building and/or structures shall have $\frac{3}{4}$ " expansion material installed and sealed.
- Concrete joints shall be a maximum of 6'x6', and a concrete jointing plan shall be required by the Contractor and approved prior to implementation.
- All Construction joints shall be formed with a keyway or tied together with 18" tie bars drilled $\frac{1}{2}$ length into existing concrete every 24".
- Joints shall be saw cut 1/3 the concrete depth and 1/4" wide.
- Curing Compounds shall conform to ASTM C309- Type 2 white pigmented. Curing Compound coverage shall be per manufactures recommendations.
- Joint Sealant shall be a cold applied joint sealant specifically manufactured for exterior pavements. Sealant shall be a one part silicone, or electromeric sealant complying with ASTM C920. Sealant shall be white or gray to match concrete color, with a low modulus and be capable of withstanding repeated joint movement without losing adhesion to the concrete without cohesion failure. Joints shall be clean and free of debris per manufactures instructions. Backer rod shall meet the requirements of ASTM D 5249 type 1.
- Concrete tests shall be done per the following:
 - One test per 500 Lineal Feet of Curb and gutter installed, or at least one test per day.
 - One test per 75 Cubic Yards of concrete poured for parking lot pavement or sidewalks, or at least one test per day.

CALL OUTS:

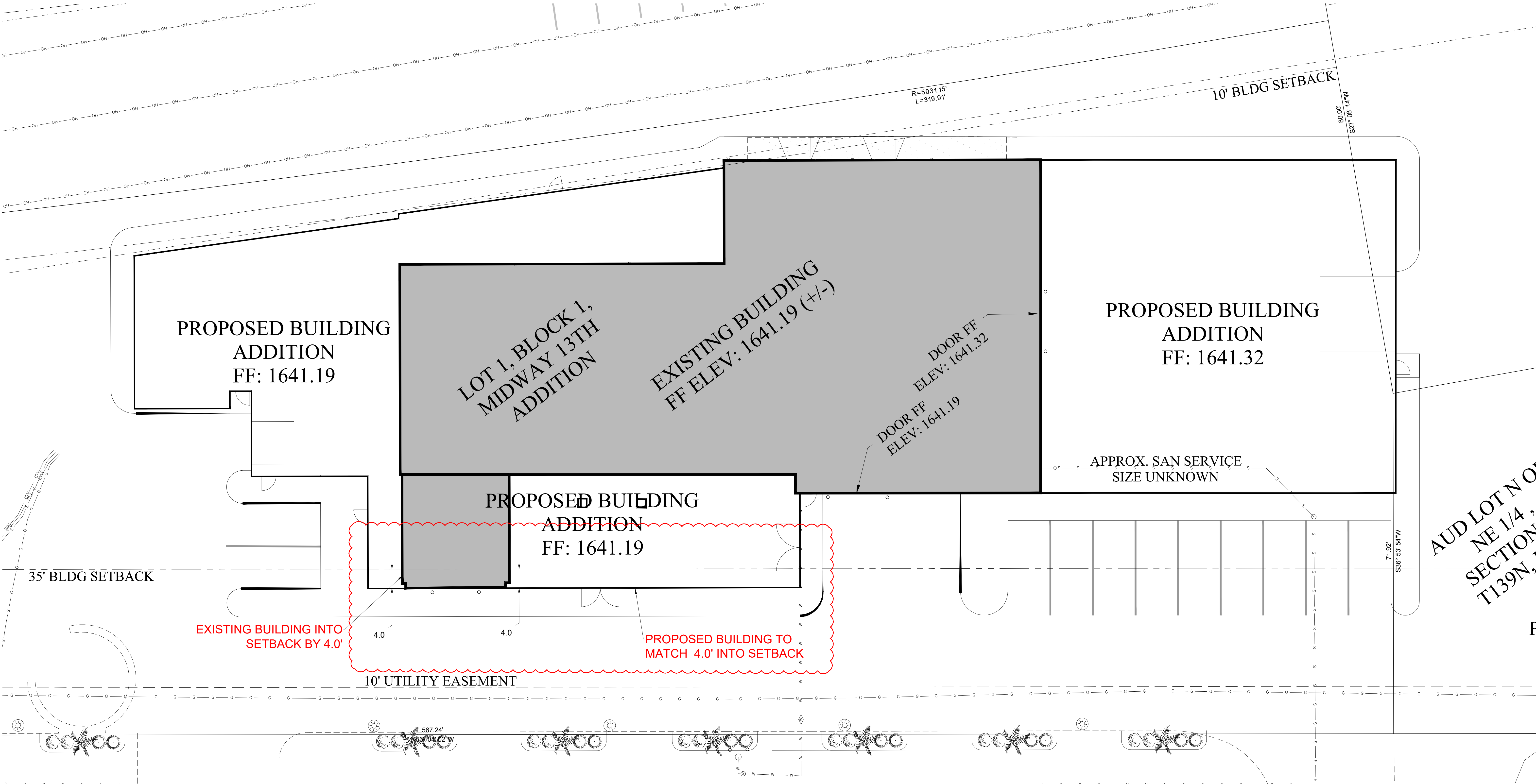
- PROPOSED BUILDING ADDITION
- PROPOSED THICKENED EDGE SIDEWALK
- PROPOSED 6" THICK REINFORCED CONCRETE PAVEMENT
- PROPOSED PARKING STRIPING
- PROPOSED SANITARY SEWER MODIFICATIONS - SEE PLAN SHEET C300
- PROPOSED VALLEY GUTTER - SEE DETAIL



SURVEY INFO: VERT. DATUM: NAVD88
HORIZONTAL COORDINATE: NAD83 ND SOUTH , INTERNATIONAL FEET
MEASUREMENTS HAVE BEEN ESTABLISHED BY RTK FROM THE "BSMK" CORRS
STATION AND ARE REPORTED IN GRID.

LEGAL: _____ ZONING: _____
3334 MEMORIAL HWY SE
LOT 1, BLOCK 1,
MIDWAY 13TH ADDITION
Lot Area: 44,976 SF (+/-)
3420 MEMORIAL HWY SE
AUD LOT N OR NE $\frac{1}{4}$ &
AUD LOT N-A OF NE $\frac{1}{4}$
Lot Area: 21,417 SF (+/-)
OWNER: _____
PMKC MANDAN LLC
1112 MISSOURI AVE
BISMARCK, ND, 58504
MC - HEAVY COMMERCIAL/ LIGHT INDUSTRIAL
SETBACKS:
FRONT: 35'
SIDE: 0'
REAR: 10'

CAUTION
CONTRACTOR IS RESPONSIBLE FOR
VERIFYING LOCATION OF ALL
UTILITIES PRIOR TO EXCAVATION



REVISIONS		BY	DATE
DESCRIPTION	REV#		

EIDE KIA

3334 MEMORIAL HIGHWAY
LOT 1, BLOCK 1, MIDWAY 13TH ADDITION
MANDAN, NORTH DAKOTA

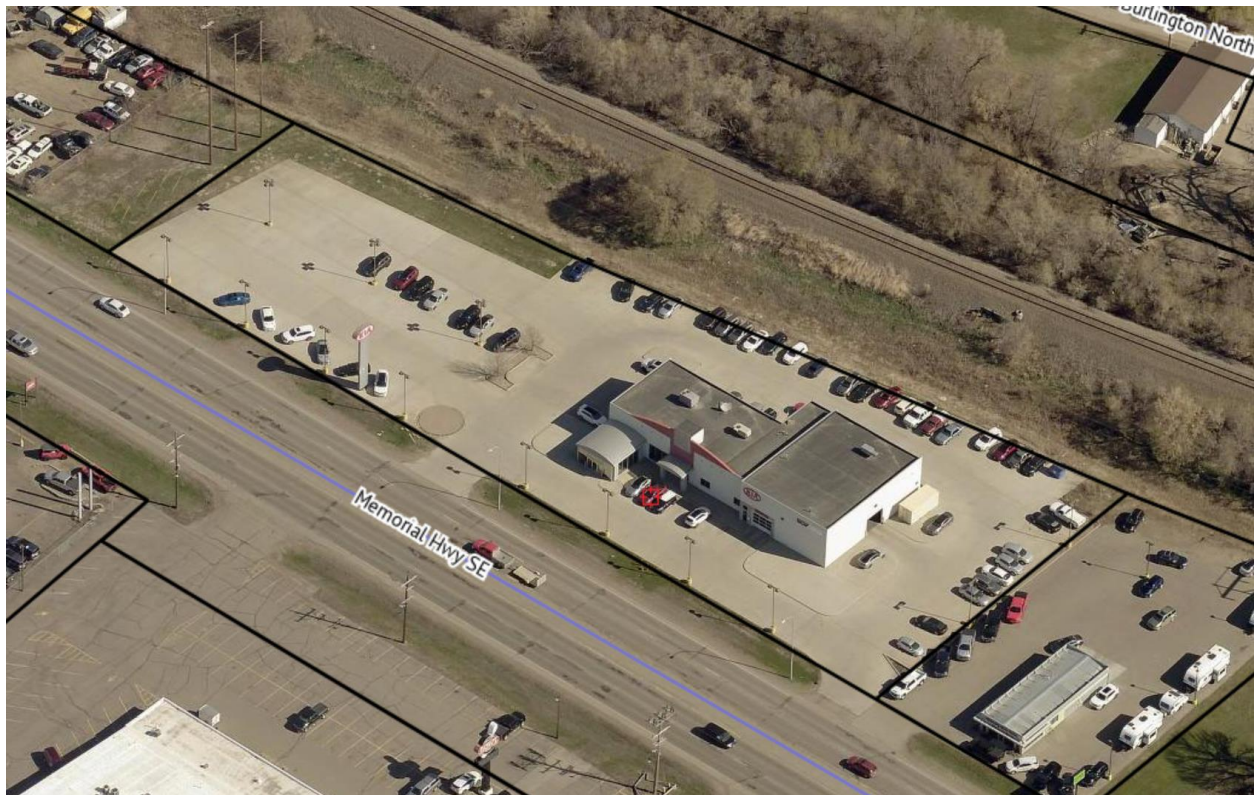
Independent Land Surveying
& Engineering Inc.
4215 OLD RED TRAIL NW, Mandan, ND 58554
Phone: 701-663-5184 PROJ # 23149

REGISTERED PROFESSIONAL ENGINEER
ABRAHM E. EIDE
NORTH DAKOTA
DATE: _____
FOR CONSTRUCTION

PRELIMINARY

SHEET





Aerial view of site from south



View of property from Memorial Highway SE



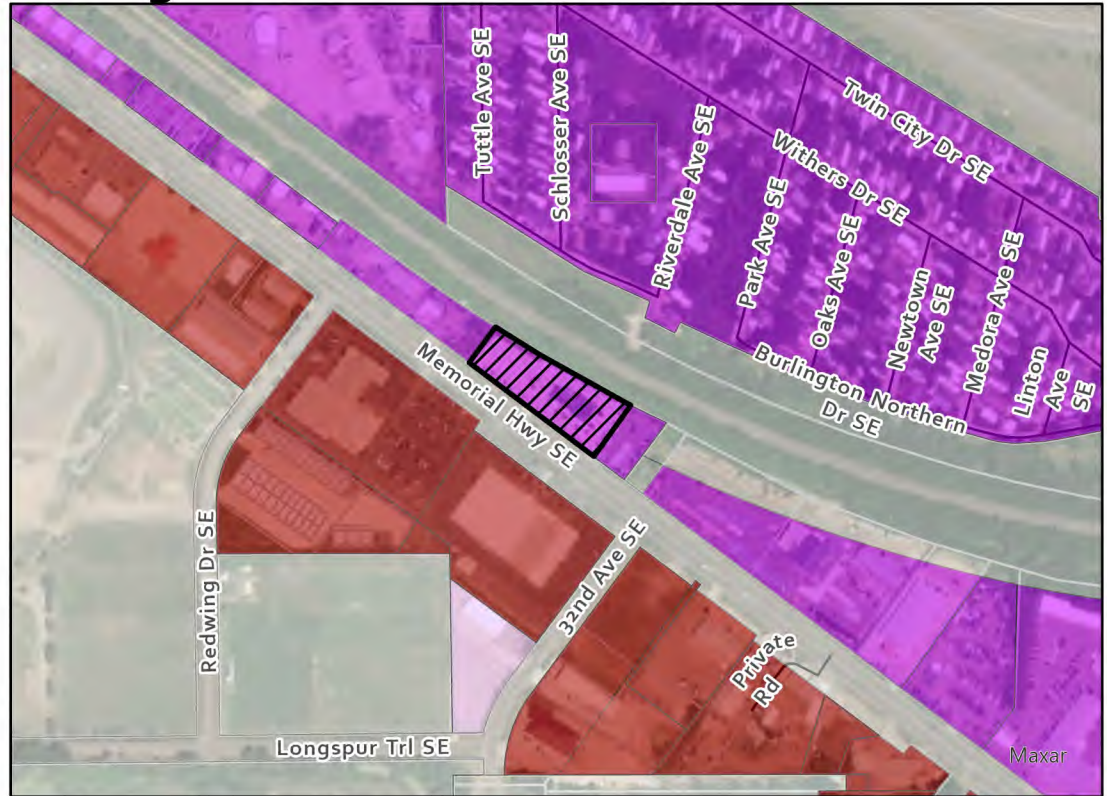
Zoning and Future Land Use Reference Map

Lot 1, Block 1, Midway 13th Addition

Zoning Map Key

- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light Industrial
- MB - Heavy Commercial/Heavy Industrial
- MC - Heavy Commercial/Light Industrial Restricted
- MD - Heavy Commercial/Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- Parcels
- February '24 Planning Items

Zoning



Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- February '24 Planning Items

Future Land Use Plan





City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Highway 6 Trail Construction Project Bids

STATEMENT/PURPOSE:

To consider and possibly award a construction contract for the Highway 6 Trail Project.

BACKGROUND/ALTERNATIVES:

The City of Mandan along with the Mandan Park District applied for a Transportation Alternative (TA) grant for the construction of a trail along Highway 6 from 19th Street to the bridge. This would be the last of a series of construction projects along these corridors. We were successful and the project is eligible to receive 80.93% federal funding. The North Dakota Department of Transportation (NDDOT) opened bids for this project on February 16th. There were two bidders, Strata Corporation and Northern Improvement Company. Northern Improvement was the apparent low bid at \$581,525.26. This was about \$30K lower than Strata's bid.

If awarded, the project would be constructed this summer.

ATTACHMENTS:

1. Notice of Bids

FISCAL IMPACT:

The local responsibility for this project is estimated to be \$110,896.87. This would be special assessed to the Mandan Park District.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

Agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION:

To award the contract to Northern Improvement Company.

SUGGESTED MOTION:

I move to award the construction contract for the Highway 6 Trail Project to Northern Improvement Company, as presented.

February 16, 2024

Jarek Wigness
City Engineer
205 Second Ave NW
Mandan, ND 58554

PROJECT: TAU-1-006(029)066, PCN 23922 -ND 6, 19TH ST SW N TO HEART RIVER-MANDAN

Dear Mr. Wigness:

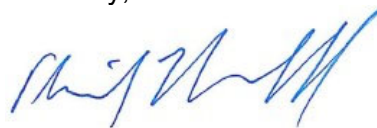
Bids for the construction on the above noted project were taken at our bid opening of February 16, 2024. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for HMA Trail and ADA Curb Ramps was submitted by Northern Improvement Company of Fargo, ND in the amount of \$581,525.26. According to the agreement with the City of Mandan, the City's share for **TAU-1-006(029)066** is estimated to be \$110,896.87. Federal Funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract before the Department will concur in the award; therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **TAU-1-006(029)066**

PCN: **23922**

Job Number: **23922**

Bid Opening Date: **2/16/2024**

English/Metric: **ENGLISH**

Roadway: **URBAN**
ND 6, LRS_ID S6N000M FR MEASURE 66.0827 TO MEASURE 66.5964
Type: **HMA TRAIL AND ADA CURB RAMPS**

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	\$1,450.20	\$1,450.20
202	0114	REMOVAL OF CONCRETE PAVEMENT	17.000	SY	\$86.90	\$1,477.30
202	0132	REMOVAL OF BITUMINOUS SURFACING	190.000	SY	\$10.00	\$1,900.00
202	0169	REMOVAL OF END SECTION-ALL TYPES & SIZES	2.000	EA	\$486.00	\$972.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	14.000	LF	\$117.60	\$1,646.40
203	0102	COMMON EXCAVATION-TYPE B	912.000	CY	\$25.60	\$23,347.20
203	0109	TOPSOIL	1,455.000	CY	\$40.50	\$58,927.50
203	0140	BORROW-EXCAVATION	1,798.000	CY	\$69.40	\$124,781.20
216	0100	WATER	56.000	M GAL	\$68.30	\$3,824.80
251	0100	SEEDING CLASS I	1.790	ACRE	\$444.00	\$794.76
251	2000	TEMPORARY COVER CROP	1.790	ACRE	\$350.00	\$626.50
253	0201	HYDRAULIC MULCH	3.580	ACRE	\$3,360.00	\$12,028.80
255	0102	ECB TYPE 2	2,631.000	SY	\$4.20	\$11,050.20
256	0701	REMOVE AND REPLACE RIPRAP	7.000	CY	\$454.80	\$3,183.60
261	0112	FIBER ROLLS 12IN	1,338.000	LF	\$3.90	\$5,218.20
261	0113	REMOVE FIBER ROLLS 12IN	804.000	LF	\$1.50	\$1,206.00
302	0120	AGGREGATE BASE COURSE CL 5	805.000	TON	\$105.30	\$84,766.50
411	0114	MILLING PAVEMENT SURFACE - 2 INCH	77.000	SY	\$73.80	\$5,682.60
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	737.000	TON	\$188.20	\$138,703.40
702	0100	MOBILIZATION	1.000	L SUM	\$57,651.40	\$57,651.40
704	1000	TRAFFIC CONTROL SIGNS	396.000	UNIT	\$6.90	\$2,732.40
704	1060	DELINEATOR DRUMS	12.000	EA	\$30.00	\$360.00
704	1067	TUBULAR MARKERS	40.000	EA	\$14.40	\$576.00
714	5015	PIPE CORR STEEL .064IN 18IN	23.000	LF	\$167.70	\$3,857.10
714	5035	PIPE CORR STEEL .064IN 24IN	50.000	LF	\$177.90	\$8,895.00
714	5820	END SECT CORR STEEL .064IN 24IN	2.000	EA	\$800.40	\$1,600.80
714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	1.000	EA	\$1,104.00	\$1,104.00
722	6140	ADJUST GATE VALVE BOX	2.000	EA	\$721.70	\$1,443.40
750	0115	SIDEWALK CONCRETE 4IN	56.000	SY	\$95.00	\$5,320.00
750	2115	DETECTABLE WARNING PANELS	80.000	SF	\$98.80	\$7,904.00
752	0905	TEMPORARY FENCE	249.000	LF	\$7.80	\$1,942.20
752	0922	FENCE REMOVE & RESET	217.000	LF	\$10.60	\$2,300.20
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	3.800	SF	\$60.00	\$228.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	35.400	LF	\$24.00	\$849.60
754	0592	RESET SIGN PANEL	1.000	EA	\$120.00	\$120.00
754	0805	OBJECT MARKERS - CULVERTS	3.000	EA	\$90.00	\$270.00
762	0114	EPOXY PVMT MK 6IN LINE	116.000	LF	\$24.00	\$2,784.00
Subtotal						\$581,525.26

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **TAU-1-006(029)066**

PCN: **23922**

Job Number: **23922**

Bid Opening Date: **2/16/2024**

English/Metric: **ENGLISH**

Eng and Contg **\$0.00**

Total **\$581,525.26**

Length **0.5250 Miles**

		<u>Construction</u>
Estimated Cost		\$581,525.26
TAU FEDERAL FUNDS	80.93%	\$470,628.39
TAU MANDAN CITY FUNDS	19.07%	\$110,896.87

Summary for Project

Length	0.5250 Miles	MORTON	0.5250 Miles
--------	---------------------	---------------	---------------------

Estimated Total Construction Cost:	\$581,525.26
Estimated Total Eng and Contg:	\$0.00

		<u>Construction</u>	<u>Total</u>
Estimated Cost		\$581,525.26	\$581,525.26
TAU FEDERAL FUNDS		\$470,628.39	\$470,628.39
TAU MANDAN CITY FUNDS		\$110,896.87	\$110,896.87

DOT TO MAKE CONTRACTOR PAYMENTS
NO CONSTRUCTION ENGINEERING REQUESTED
FEDERAL FUNDING AT 80.93%

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 1 OF 1		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. TAU-1-006(029)066			NO. 23922	BIDDER ENGINEERS ESTIMATE		BIDDER NORTHERN IMPROVEMENT COMPANY		BIDDER STRATA CORPORATION	
COUNTY & DATE MORTON (059) FEB 16, 2024 09:30AM						FARGO, ND		GRAND FORKS, ND	
LENGTH & TYPE 0.525 19TH ST SE TO THE HEART RIVER, MANDAN				C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
COMPLETION TIME 10/14/24 HMA TRAIL AND ADA CURB RAMPS									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	2500000	2500000	1450200	1450200	5100000	5100000
202	REMOVAL OF CONCRETE PAVEMENT	SY	17000	50000	850000	86900	147730	150000	255000
202	REMOVAL OF BITUMINOUS SURFACING	SY	190000	20000	3800000	10000	1900000	30000	570000
202	REMOVAL OF END SECTION-ALL TYPES & SIZES	EA	2000	600000	1200000	486000	972000	500000	1000000
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	14000	50000	700000	117600	166640	50000	70000
203	COMMON EXCAVATION-TYPE B	CY	912000	25000	22800000	25600	2334720	42500	3876000
203	TOPSOIL	CY	1455000	65000	94575000	40500	5892750	36000	5238000
203	BORROW-EXCAVATION	CY	1798000	50000	89900000	69400	12478120	51500	9259700
216	WATER	M GAL	56000	45000	2520000	68300	382480	65000	364000
251	SEEDING CLASS I	ACRE	1790	7350000	1315650	444000	79476	370000	66230
251	TEMPORARY COVER CROP	ACRE	1790	94000	16826	350000	62650	350000	62650
253	HYDRAULIC MULCH	ACRE	3580	1865000	667670	3360000	1202880	2800000	1002400
255	ECB TYPE 2	SY	2631000	2500	657750	4200	1105020	3500	920850
256	REMOVE AND REPLACE RIPRAP	CY	7000	100000	700000	454800	318360	150000	105000
261	FIBER ROLLS 12IN	LF	1338000	3000	401400	3900	521820	3250	434850
261	REMOVE FIBER ROLLS 12IN	LF	804000	800	64320	1500	120600	1250	100500
302	AGGREGATE BASE COURSE CL 5	TON	805000	80000	64400000	105300	8476650	73000	5876500
411	MILLING PAVEMENT SURFACE - 2 INCH	SY	77000	13000	100100	73800	568260	35000	269500
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	737000	195000	14371500	188200	13870340	265000	19530500
702	MOBILIZATION	L SUM	1000	500000000	500000000	57651400	57651400	64022000	64022000
704	TRAFFIC CONTROL SIGNS	UNIT	396000	1100	43560	6900	273240	3000	118800
704	DELINEATOR DRUMS	EA	12000	1100	1320	30000	36000	20000	24000
704	TUBULAR MARKERS	EA	40000	1100	4400	14400	57600	3000	12000
714	PIPE CORR STEEL .064IN 18IN	LF	23000	200000	4600000	167700	385710	365550	840765
714	PIPE CORR STEEL .064IN 24IN	LF	50000	300000	15000000	177900	889500	415000	2075000
714	END SECT CORR STEEL .064IN 24IN	EA	2000	1000000	2000000	800400	160080	1500000	300000
714	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	1000	800000	800000	1104000	110400	1200000	120000
722	ADJUST GATE VALVE BOX	EA	2000	400000	800000	721700	144340	800000	160000
750	SIDEWALK CONCRETE 4IN	SY	56000	140000	7840000	95000	532000	195000	1092000
750	DETECTABLE WARNING PANELS	SF	80000	30000	2400000	98800	790400	80000	640000
752	TEMPORARY FENCE	LF	249000	6000	1494000	7800	194220	6500	161850
752	FENCE REMOVE & RESET	LF	217000	8000	1736000	10600	230020	8800	190960
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	3800	35000	133000	60000	22800	40000	15200
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	35400	22000	77880	24000	84960	22000	77880
754	RESET SIGN PANEL	EA	1000	110000	110000	120000	12000	75000	7500
754	OBJECT MARKERS - CULVERTS	EA	3000	60000	180000	90000	27000	54000	16200
762	EPOXY PVMT MK 6IN LINE	LF	116000	2000	232000	24000	278400	12550	145580
TOTAL					54849376		58152526		61011615
						NO LIMIT		NO LIMIT	
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION				AWARD TO: NORTHERN IMPROVEMENT COMPANY				WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.	
Deputy Director For Engineering:									
36				DATE OF AWARD				DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering	



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: February 28, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider Final Plat for Cat Creek Addition

STATEMENT/PURPOSE:

A request from Casey & Brooke Breuer for final plat approval of Cat Creek Addition. Said property is Auditor's Lot A and Part of the NE 1/4 of Section 13, Township 139, Range 82, of Morton County, North Dakota. The property is located in the Extraterritorial area west of Mandan, at 2420 County Road 139A.

BACKGROUND/ALTERNATIVES:

Casey and Brooke Breuer request consideration of a plat for Cat Creek Addition, a 17.3 acre, two subdivision located west of Mandan in the City's extraterritorial area.

Property History

A preliminary plat was approved for Cat Creek Addition in 2023. Following preliminary approval, the applicant reworked this request slightly to ensure that the properties to be platted were laid out as desired. While the area to be platted has increased in size slightly, the outcome of this project has not, which is to construct one additional home in this area.

Property Overview

The current land uses are both agricultural and residential activities. There is no request for a zoning change to a residential district, as it is not recommended presently. This is due to the absence of a zoning district suitable for rural residential purposes, and the existing zoning allowing one single-family home per lot being platted.

Final Plat

The final plat is a two lot, one block subdivision comprising 17.3 acres. Lot 1 (8.96 acres) is the location of the planned home. Lot 2 (8.34 acres) has an existing residence on it. A forty-foot access easement is shown to benefit these properties and provide access through Interstate 94 to public roads.

A final plat application and fee was received on January 24, 2024. Legal notices were published on February 16 & 23, 2024 and seven letters were sent to adjacent property owners.

Outlots

The applicants plan to utilize an outlot process for a separately agreed to exchange of property. This process does not create buildable lots. The use of the outlot properties is planned to continue to be agricultural in nature.

Adjacent Properties Zoning, Land Use and Future Land Use

Neighboring properties are agricultural in character and are zoned as A - Agriculture. To the north/northwest of the subject property lies a farm/ranch with a residential dwelling. The envisioned future land use for these properties involves a blend of low-and-high density residential and commercial purposes. Additionally, there are plans for an east-west arterial road in the vicinity in the future.

Given the significant barriers to developing this area right now to its land use plan identified uses, incorporating the platting and construction of one additional home on this property aligns well with the overall land use plan.

Development Agreement

A Development Agreement is to follow detailing the use of this property and preservation of the future east-west arterial road corridor identified in the City's Future Land Use Plan.

Findings of Fact

Final Plat

1. All technical requirements for approval of a final plat have been met;
2. The final plat generally conforms to the preliminary plat for the proposed subdivision that was approved by the Planning and Zoning Commission;
3. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
4. The proposed subdivision is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development;
5. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
6. The proposed subdivision is generally consistent with the master plan, other adopted plans, policies and accepted planning practice; and
7. The proposed subdivision would not adversely affect the public health, safety, and general welfare.

ATTACHMENTS:

1. Development Review Application
2. Owner Statements
3. Cat Creek Addition Final Plat 8.5 x 11
4. Outlot Survey sheet 1
5. Outlot Survey sheet 2
6. Outlot Survey sheet 3
7. Location Map - Cat Creek Addition

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

Staff recommends approval of the final plat for Cat Creek Addition contingent upon a development agreement.

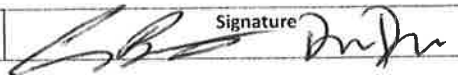
SUGGESTED MOTION:

I move to recommend approval of the final plat for Cat Creek Addition contingent upon a development agreement.

CITY OF MANDAN	
Development Review Application	
☐ Minor Plat (\$300)	☐ Zone Change (\$600)
☐ Preliminary Plat up to 20 acres (\$400)	☐ Planned Unit Development (\$700)
☐ Preliminary Plat more than 20 acres (\$450)	☐ Land Use and Transportation Plan Amendment (\$1,000)
☒ Final Plat up to 20 lots (\$400)	☐ Vacation (\$500)
☐ Final Plat 21 to 40 lots (\$550)	☐ Variance (\$400)
☐ Final Plat more than 40 lots (\$700)	☐ Special Use Permit (\$450)
☐ Annexation (\$450)	☐ Stormwater submittal (\$300)
☐ Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	☐ Stormwater 2 nd & subsequent resubmittal (\$50)
☐ Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	
Summary of Request (Add separate sheet(s) as necessary)	
Create one 8.96 acre lot and plat existing auditors lot into a 8.34 acre platted lot.	

Engineer/Surveyor			Property Owner or Applicant		
Name Mark R. Isaacs, RLS - ILSE, Inc.			Name Casey & Brooke Breuer		
Address 4215 Old Red Trail NW			Address 4900 34th Avenue NW		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email mark@ilsurveynd.com			email casey.lilliselectric@gmail.com		
Phone 701-595-2079		Fax	Phone 701-333-8011		Fax
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☐ City	☒ ETA	☐ New	☒ Addition	AG	AG	Cat Creek Addition	
Property Address				Legal Description			
2420 County Road 139A, Mandan, ND				Auditors Lot A and			
Current Use				Proposed Use			
Agricultural and Residential				Part of the Northeast Quarter			
Residential				Section 13	Township 139	Range 82	
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking	
17.30 Acres							

Print Name Casey & Brooke Breuer	Signature 	Date 1/23/24
-------------------------------------	---	-----------------

Office Use Only			
Date Received:	Initials: nm	Fees Paid: \$400	Date 1-24-2024
Notice in paper		Mailed to neighbors	P&Z meeting
☐ Approved	Approved with conditions:		
☐ Denied			

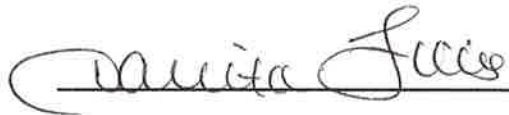
Owner Statement

We, Robert E. Lillis and Danita K. Lillis, owners of Auditors Lot A and the Southwest Quarter of the Northeast Quarter of Section 13, Township 139 North, Range 81 West. Authorize Casey and Brooke Breuer, who are the applicants for the "Cat Creek Addition", to present their request to the City of Mandan Plan Commission and Mandan City Commission.

Dated this 26th day of July, 2023



Robert E. Lillis



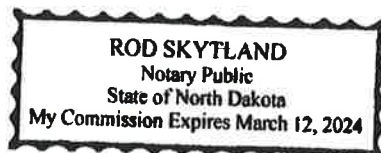
Danita K. Lillis

State of ND)

) ss

County of Morton)

Subscribed and sworn before me this 26th day of July, 2023.



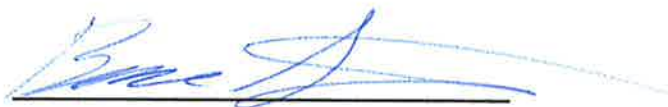


Notary Public -

Owner Statement

We, Bruce and Lauren J. Strinden, owners of the North Half of the Northeast Quarter of Section 13, Township 139 North, Range 81 West. Authorize Casey and Brooke Breuer, who are the applicants for the "Cat Creek Addition", to present their request to the City of Mandan Plan Commission and Mandan City Commission.

Dated this 26th day of July, 2023



Bruce Strinden



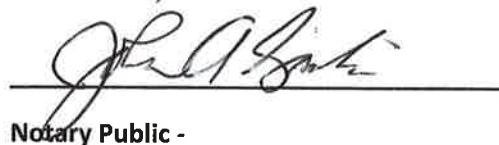
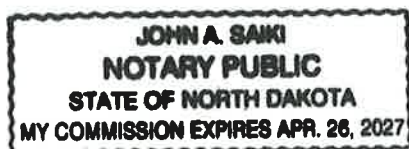
Lauren J. Strinden

State of North Dakota)

) ss

County of Morton)

Subscribed and sworn before me this 26 day of July, 2023.


Notary Public -

PLAT OF IRREGULAR DESCRIPTION (Sec. 57-02-39-N.D.C.C)

OUTLOT A & B Section 13 Township 139 Range 82 .
PRESENT OWNERS : ROBERT E. & DANITA K. LILLIS AND BRUCE & LAUREN J. STRINDEN.

OUTLOT A - DESCRIPTION

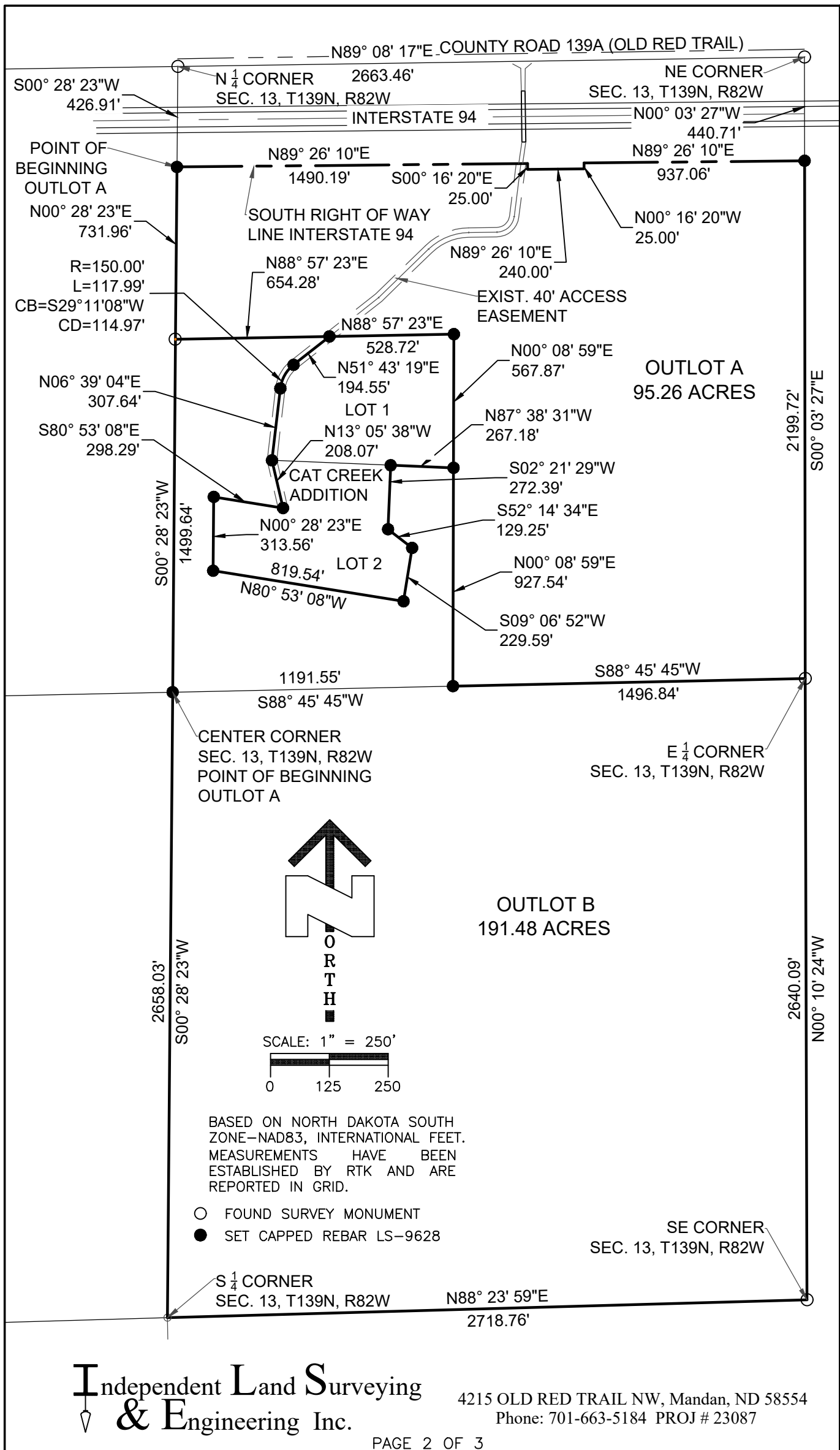
PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 139 NORTH, RANGE 82 WEST OF THE 5TH PRINCIPAL MERIDIAN IN MORTON COUNTY, NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00° 28' 23" WEST ON THE WEST LINE OF SAID QUARTER A DISTANCE OF 426.91 FEET TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 94 AND THE POINT OF BEGINNING; THENCE NORTH 89° 26' 10" EAST ON SAID SOUTH LINE A DISTANCE OF 1490.19 FEET; THENCE SOUTH 00° 16' 20" EAST ON SAID SOUTH LINE A DISTANCE OF 25.00 FEET; THENCE NORTH 89° 26' 10" EAST ON SAID SOUTH LINE A DISTANCE OF 240.00 FEET; THENCE NORTH 00° 16' 20" WEST ON SAID SOUTH LINE A DISTANCE OF 25.00 FEET; THENCE NORTH 89° 26' 10" EAST ON SAID SOUTH LINE A DISTANCE OF 937.06 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 03' 27" EAST ON SAID EAST LINE A DISTANCE OF 2199.72 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88° 45' 45" WEST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1496.84 FEET; THENCE NORTH 00° 08' 59" EAST A DISTANCE OF 1495.41 FEET; THENCE NORTH 88° 57' 23" EAST A DISTANCE OF 1183.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 28' 23" EAST ON SAID WEST LINE A DISTANCE OF 731.96 FEET TO THE POINT OF BEGINNING, CONTAINING 95.26 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS.

OUTLOT B - DESCRIPTION

PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER ALL IN SECTION 13, TOWNSHIP 139 NORTH, RANGE 82 WEST OF THE 5TH PRINCIPAL MERIDIAN IN MORTON COUNTY, NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER CORNER OF SAID SECTION 13; THENCE SOUTH 00° 28' 23" WEST ON THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2658.03 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88° 23' 59" EAST ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2718.76 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 00° 10' 24" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2640.09 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88° 45' 45" WEST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1496.84 FEET; THENCE NORTH 00° 08' 59" EAST A DISTANCE OF 927.54 FEET; THENCE NORTH 87° 38' 31" WEST A DISTANCE OF 267.18 FEET; THENCE SOUTH 02° 21' 29" WEST A DISTANCE OF 272.39 FEET; THENCE SOUTH 52° 14' 34" EAST A DISTANCE OF 129.25 FEET; THENCE SOUTH 09° 06' 52" WEST A DISTANCE OF 229.59 FEET; THENCE NORTH 80° 53' 08" WEST A DISTANCE OF 819.54 FEET; THENCE NORTH 00° 28' 23" EAST A DISTANCE OF 313.56 FEET; THENCE SOUTH 80° 53' 08" EAST A DISTANCE OF 298.29 FEET; THENCE NORTH 13° 05' 38" WEST A DISTANCE OF 208.07 FEET; THENCE NORTH 06° 39' 04" EAST A DISTANCE OF 307.64 FEET TO THE PC OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ON SAID CURVE FOR AN ARC DISTANCE OF 117.99 FEET, SAID CURVE HAS A RADIUS OF 150.00 FEET AND A CHORD BEARING NORTH 29° 11' 08" EAST A DISTANCE OF 114.97 FEET TO THE PT THEREOF; THENCE NORTH 51° 43' 19" EAST A DISTANCE OF 194.55 FEET; THENCE SOUTH 88° 57' 23" WEST A DISTANCE OF 654.28 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 28' 23" EAST ON SAID WEST LINE A DISTANCE OF 1499.64 FEET; TO THE POINT OF BEGINNING, CONTAINING 191.48 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS.



Independent Land Surveying
& Engineering Inc.

4215 OLD RED TRAIL NW, Mandan, ND 58554
Phone: 701-663-5184 PROJ # 23087

THE UNDERSIGNED, Owners of the within described property in accordance with the provisions of Sec 57-02-39, Revised Code of 1943, and upon demand of the County Auditor of Morton County, North Dakota have Caused to be made the within and foregoing plat of said land with the lots as herein described, and have caused the same to be placed on record as provided by law.

ROBERT E. LILLIS

DANITA K. LILLIS

BRUCE STRINDEN

LAUREN J. STRINDEN

STATE OF _____)
)ss
COUNTY OF _____)

I, _____ a notary public within and for said County, do hereby certify that on this _____ day of _____, 20____, personally appeared before me Robert E. & Danita K. Lillis and Bruce & Lauren J. Strinden to me well known to be the same persons described in and who executed the within and foregoing instrument and acknowledged that they executed the same freely and voluntarily.

NOTARY PUBLIC

I, Mark R. Isaacs, North Dakota Registered Land Surveyor No. 9628, hereby certify that I have caused to be surveyed by forces under my supervision the property described hereon and I have prepared the accompanying plat; further, that distance indicates hereon are in feet and hundredths thereof, and bearings and indicated in quadrants and degrees, minutes, and seconds thereof; further, that said plat does truly show the survey to the best of my knowledge and belief.

MARK R. ISAACS, RLS 9628

CERTIFICATE OF APPROVAL

The within and foregoing Plat is hereby approved as to form. Dated _____, 20____

_____, City Engineer of
Mandan, North Dakota



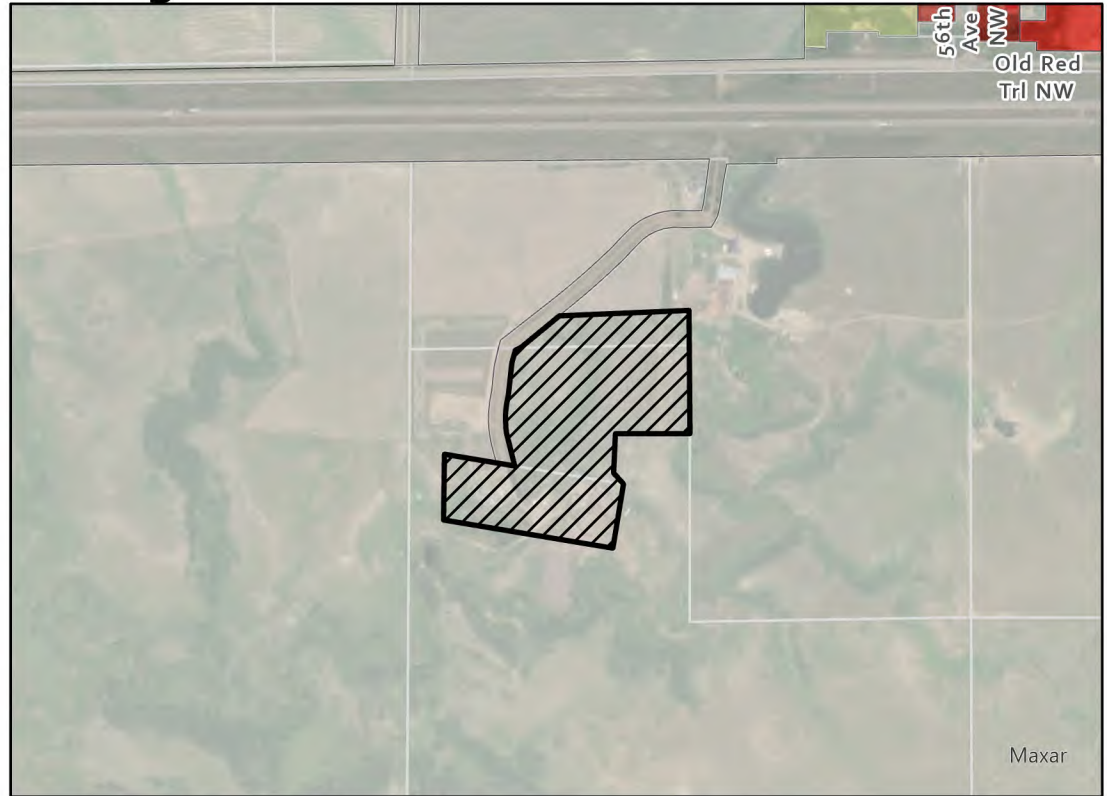
Zoning and Future Land Use Reference Map

Cat Creek Final Plat

Zoning

Zoning Map Key

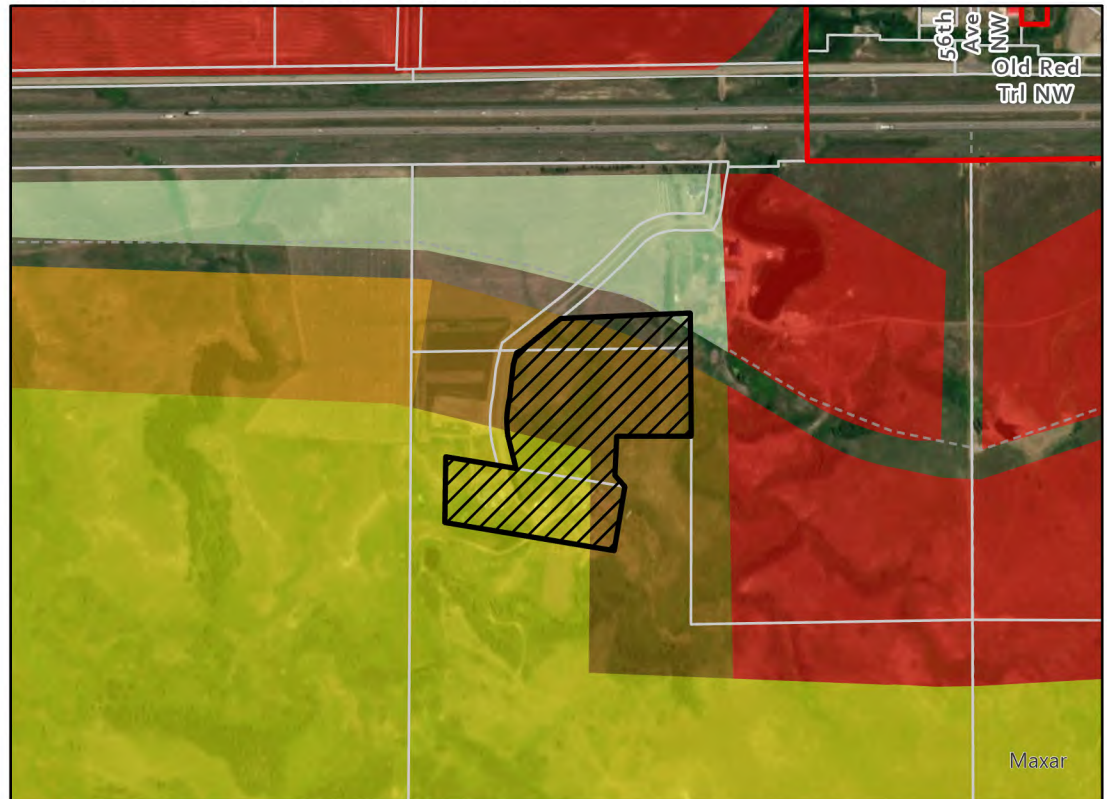
- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light Industrial
- MB - Heavy Commercial/Heavy Industrial
- MC - Heavy Commercial/Light Industrial Restricted
- MD - Heavy Commercial/Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- Parcels
- February '24 Planning Items



Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- February '24 Planning Items

Future Land Use Plan





City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: February 28, 2024
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Transfer funds from 2023 budget to 2024 budget and expenditure budget amendments to 2023 budget.

STATEMENT/PURPOSE:

1. To consider the request from the finance department to transfer funds from the 2023 budget to the 2024 budget.
2. To consider the expenditure budget amendments to the 2023 budget.

BACKGROUND/ALTERNATIVES:

On August 15, 2023, the Board of City Commissioners approved \$74,500 for long-term financial planning services. At December 31, 2023, the project was 50% completed and \$37,250 of the remaining project budget will need to be transferred from the 2023 budget to the 2024 budget.

The City has expenditures that need budget amendments to the 2023 budget. The City had revenue collections, receivables, and/or existing cash balances available at year-end to offset these expenditures, however amendments to the 2023 budget are recommended at this time.

ATTACHMENTS:

1. 2023 Expenditure Budget Amendments

FISCAL IMPACT:

General Fund - Finance Department = \$37,250

See also 2023 expenditure budget amendments

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

1. To approve the request from the finance department to transfer \$37,250 from the 2023 budget to the 2024 budget for long-term financial planning services.
2. To approve the expenditure budget amendments to the 2023 budget.

SUGGESTED MOTION:

1. Move to approve the request from the finance department to transfer \$37,250 from the 2023 budget to the 2024 budget for long-term financial planning services.
2. Move to approve the expenditure budget amendments to the 2023 budget.

2023 EXPENDITURE BUDGET AMENDMENTS

Fund	Purpose	Total
City Share of Special Assessments	City Share of Special Assessments	\$ 15,225
Cemetery	Grounds Supplies	\$ 4,085
Cemetery	Diesel Fuel	\$ 5,861
City Visitors' Promotion	2% City Lodging Taxes	\$ 13,067
Public Transportation System	Tax Collections	\$ 1,673
0.75% City Sales Tax	Bank of ND (Series 2016B Bonds)	\$ 300,000
Narcotics Task Force Asset	Metro Area Narcotics Task Force	\$ 82,538
Narcotics Task Force Grant	Metro Area Narcotics Task Force	\$ 113,030
Narcotics Task Force-HIDTA Grant	Metro Area Narcotics Task Force	\$ 132,178
AARC Grant	Abused Adult Resource Center	\$ 59,208
BSA Police Explorer Program	Police Department	\$ 15,718
SANE Grant	Sanford Bismarck	\$ 11,460
DCAC Grant	Dakota Children's Advocacy Center	\$ 58,457
Liberty Memorial Bridge General Obligation Bonds	Fiscal Agent Service Charges	\$ 175
Health & Safety	Other Fees	\$ 12,000
Health & Safety	Waterline Repairs	\$ 23,903
Refunding Improvement Bonds	Bank of ND (Additional Principal Payments)	\$ 54,353
Refunding Improvement Bonds	Bank of ND (Street Improvement District #220)	\$ 50,576



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 2, 2024
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Transfer of funds from Assessing Department 2023 Budget to 2024 Budget.

STATEMENT/PURPOSE:

Consider the request for the transfer of funds from the Assessing department 2023 budget to the 2024 budget.

BACKGROUND/ALTERNATIVES:

A contract with Vanguard Appraisals Inc. for Website Package #2 was approved at the December 19, 2023 City of Mandan Commission meeting. Our office is working with Vanguard to have the website live when the Notices of Increase are mailed in March 2024.

ATTACHMENTS:

None

FISCAL IMPACT:

Consider the request for the transfer of funds from the Assessing department 2023 budget to the 2024 budget.

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the transfer of \$4,425 from the Assessing Department 2023 Budget to the 2024 Budget.

SUGGESTED MOTION:

Move to approve the transfer of \$4,425 from the Assessing Department 2023 Budget to the 2024 Budget.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 11, 2024
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Public Works Director
SUBJECT: 2023 Budget Carryover Requests and Budget Transfers

STATEMENT/PURPOSE:

To consider allowing specific 2023 funds to be transferred to the 2024 Budget or the Capital Improvement Fund

BACKGROUND/ALTERNATIVES:

As of December 31, 2023, approximately \$2,200 remains in the Street Department Budget to allow Public Works to migrate to the radio system previously used by Police and Fire. We are respectfully requesting to transfer \$2K dollars from 2023 to 2024 to allow for completion of that project.

The 2023 Cemetery Capital Outlay Budget was allocated \$14K to allow for building signage, lighting, and irrigation improvements. As of December 31, 2023, \$5,429 remains unspent as the projects are not complete. We are requesting to carry the \$5,429 over to 2024 to allow for completion.

As part of the 2023 Utility Department capital outlay, \$560K was approved to purchase a sewer vac truck. At the end of 2023, an uncommitted fund balance of \$23K remains. We are requesting to transfer \$10K to 2024. There was a discrepancy with the vendor on some loose equipment (nozzles) that needed to be settled prior to final payment being made. This issue has since been resolved.

In the Sewer line Maintenance Budget, there was a remaining 2023 balance of \$468K. We are requesting to transfer \$90K from 2023 Sewer line Maintenance Budget to 2024 Budget to allow for ongoing maintenance projects on the sewer lift stations. Equipment is ordered to upgrade/replace components at the "Riverbend" and the "Whey to go" lift stations. In addition to this budget carryover, we recommend transferring the remaining balance of \$378K into the Water & Sewer Utility Capital Improvement Reserve to be

allocated towards the future Main Street Sewer Lining Project.

The 2023 Water Line Maintenance and Capital Outlay Budget had a remaining balance of \$500K. These funds were scheduled to be used to fund the waterline portion of 8th Avenue NW street reconstruct project. This project was protested out in 2022, thus the funds were transferred to 2023, and again the funds were not spent due to ongoing design conflicts. We recommend transferring these funds to 2024 to remain available for this project.

ATTACHMENTS:

None

FISCAL IMPACT:

Transfer \$2K from 2023 Public Works Street Department Capital Outlay (100.131.62114) to the 2024 Budget

Transfer \$5,429 from 2023 Public Works Cemetery Department Capital Outlay (208.208.62114) to the 2024 Budget

Transfer \$10K from 2023 Public Works Utility Department Capital Outlay (601.660.62114) to the 2024 Budget

Transfer \$90K from 2023 Public Works Utility Department Collection System Projects Budget (601.660.62223) to the 2024 Budget

Transfer \$378K from 2023 Public Works Utility Department Collection System Projects Budget to the fund (601.660.62223) to be utilized on the Main Street Sewer Lining project

Transfer \$500K from 2023 Public Works Utility Department Water main Replacement Projects Budget (601.660.62222) to the 2024 Budget

STAFF IMPACT:

None

LEGAL REVIEW:

Attorney Oster's office has reviewed this document.

RECOMMENDATION:

Transfer \$2K from 2023 Public Works Street Department Capital Outlay (100.131.62114) to the 2024 Budget

Transfer \$5,429 from 2023 Public Works Cemetery Department Capital Outlay (208.208.62114) to the 2024 Budget

Transfer \$10K from 2023 Public Works Utility Department Capital Outlay (601.660.62114) to the 2024 Budget

Transfer \$90K from 2023 Public Works Utility Department Collection System Projects Budget (601.660.62223) to the 2024 Budget

Transfer \$378K from 2023 Public Works Utility Department Collection System Projects Budget to the fund (601.660.62223) to be utilized on the Main Street Sewer Lining project

Transfer \$500K from 2023 Public Works Utility Department Water main Replacement Projects Budget (601.660.62222) to the 2024 Budget

SUGGESTED MOTION:

(Separate Motions)

1. I move to transfer \$2K from 2023 Public Works Street Department Capital Outlay (100.131.62114) to the 2024 Budget
2. I move to transfer \$5,429 from 2023 Public Works Cemetery Department Capital Outlay (208.208.62114) to the 2024 Budget
3. I move to transfer \$10K from 2023 Public Works Utility Department Capital Outlay (601.660.62114) to the 2024 Budget
4. I move to transfer \$90K from 2023 Public Works Utility Department Collection System Projects Budget (601.660.6223) to the 2024 Budget
5. I move to transfer \$378K from 2023 Public Works Utility Department Collection System Projects Budget (601.660.62223) to the fund to be utilized on the Main Street Sewer Lining project
6. I move to transfer \$500K from 2023 Public Works Utility Department Water main Replacement Projects Budget (601.660.62222) to the 2024 Budget



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 11, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Budget Transfer for Police Department

STATEMENT/PURPOSE:

Consider approval of the transfer of \$158,893.15 from the 2023 Police Department Capital Outlay Budget to the 2024 Police Department Capital Outlay.

BACKGROUND/ALTERNATIVES:

The 2023 Police Budget included \$158,893.15 for the purchase of 2 Police Patrol Vehicles and 2 Tactical Drones. Due to supply issues, there has been a delay in manufacturing of these items. The Police Vehicles and Drones have been ordered and should arrive during the 2nd quarter of 2024. The Police Department is requesting the transfer of the allocated funds from the 2023 Budget to the 2024 Budget.

ATTACHMENTS:

None

FISCAL IMPACT:

Amend and increase the 2024 Police Capital Outlay budget by \$158,893.15.

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the transfer of \$158,893.15 from the 2023 Police Department Budget to the 2024 Police Department Capital Outlay Budget for the purchase of 2 Police Patrol Vehicles and 2 Tactical Drones.

SUGGESTED MOTION:

Move to approve the transfer of \$158,893.15 from the 2023 Police Department Budget to the 2024 Police Department Capital Outlay Budget for the purchase of 2 Police Patrol Vehicles and 2 Tactical Drones.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: 2023 Budget Carryover Requests and Budget Transfers

STATEMENT/PURPOSE:

To consider allowing specific 2023 funds to be transferred to the 2024 Budget or the Capital Improvement Fund

BACKGROUND/ALTERNATIVES:

Engineering

1. **Master Lift Station BRIC Grant** - Apex Engineering has resubmitted a BRIC grant application for the Master Lift Station and Force Main project. In 2024, we intend to continue to work with Apex to bolster our application and prepare for the future construction project. We are requesting that **\$221,241** is carried over to continue working on this project. **(601.656.62114)**
2. **Memorial Highway Utility Engineering** - Design work is continuing on the Memorial Highway project. A final design target date is set in June of 2024. We are requesting that the remaining **\$281,000** is carried over to complete the design work. **(601.656.62998)**
3. **Street Light LED Replacement Project** - This project was awarded in 2024, along with a contingency fund. We request that the engineering service agreement amount of **\$24,300** is carried over to continue work on this project. **(630.630.62114)**
4. **Engineering SUV** - An SUV to replace the department's 2004 Tahoe was budgeted in 2023. This vehicle wasn't replaced, but in 2024 it will be 20 years old and should be considered again in 2024. We are requesting that **\$20,000** is carried over to make this purchase. **(100.113.62114)**

5. **Engineering Support Services** - The engineering department has approved engineering agreements in place to assist with departmental tasks while staff levels are low. We are requesting that **\$95,000** of departmental savings be carried over for engineering services in 2024 while we fill positions.
(100.113.52114)

Water Treatment

1. **Roof Replacement** - The roof replacement project is still unfinished and will continue in 2024. We are requesting that **\$45,000** be carried over to finish this project. **(601.658.62114)**
2. **Turbidity Meter Replacement** - This project is unfinished and will continue in 2024. We are requesting that **\$34,000** be carried over to finish this work. **(601.658.62114)**

ATTACHMENTS:

None

FISCAL IMPACT:

Engineering is requesting a total of **\$641,541** to be carried over to 2024. The Water Treatment Plant is requesting that **\$79,000** is carried over to 2024.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

Agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION:

To approve the budget transfer requests as presented.

SUGGESTED MOTION:

I move to approve the budget transfer requests as presented.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Transfer of funds from HR Department 2023 budget to 2024 budget.

STATEMENT/PURPOSE:

Consider the request for the transfer of funds from the HR department's 2023 budget to the 2024 budget.

BACKGROUND/ALTERNATIVES:

Approval of adding HR Generalist position and office space enclosure within the Finance Department was granted at the November 7, 2023 City of Mandan Commission meeting.

The office space project was not completed in 2023 and is scheduled to be completed in 2024 with Rough Rider Industries. The estimate for this project was budgeted at \$18,600. This includes the cost of floor to ceiling panel walls, a door, and a desk to fit the new enclosed space.

ATTACHMENTS:

None

FISCAL IMPACT:

Transfer of funds from the 2023 HR budget to the 2024 HR budget of \$18,600 (62114 Machinery & Equipment)

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve the transfer of \$18,600 (62114 Machinery & Equipment) from the HR Department 2023 Budget to the 2024 Budget.

SUGGESTED MOTION:

Move to approve the transfer of \$18,600 (62114 Machinery & Equipment) from the HR Department 2023 Budget to the 2024 Budget.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider 2023 Budget Transfers to 2024 Budget

STATEMENT/PURPOSE:

Consider transferring unused funds from the 2023 budget to the 2024 budget.

BACKGROUND/ALTERNATIVES:

Visitors Fund:

- The City Commission approved (Aug. 15, 2023) a recommendation from the Visitors Committee for funding assistance related to the construction of a public boat ramp near the "car bodies" area. Necessary permitting activities continue with a hopeful construction date of fall 2024 all dependent upon permitting and bidding on the project.
- The City Commission approved (Aug. 15, 2023) a recommendation from the Visitors Committee for funding assistance related to a Welcome to Mandan monument structure near the east end of Memorial Highway. Work continues on the design and potential use of stones from the existing bridge piers.

General Fund:

- The City Commission approved (Dec. 19, 2023) a bid related to audiovisual equipment repair and replacement of certain components in the Commission Room amounting to \$28,915. Work was completed in March 2024.
- The City commission approved (Nov. 21, 2023) the grant application to Marathon Community Investment Program for Street Banners. The grant application for this project was successful, and we have received \$13,240 to replace existing street pole banners and banners along Maon Street and Memorial highway. We have received the pole replacements and are currently in the final design stages of the

banners.

ATTACHMENTS:

None

FISCAL IMPACT:

Visitors Fund - Boat Ramp - \$267,000

Visitors Fund - Welcome Structure - \$270,000

General Fund - Audiovisual components Commission Room - \$28,915

General Fund - Street Pole and Banner Project - \$13,240

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

To approve the request from the administration department to transfer amounts listed above related to the Visitors Fund and General Fund from the 2023 budgets to the 2024 budgets related to the projects above.

SUGGESTED MOTION:

i move to approve the request from the administration department to transfer amounts listed above related to the Visitors Fund and General Fund from the 2023 budgets to the 2024 budgets related to the projects above.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: To consider transferring unspent funds from the 2023 Planning Department Budget to the 2024 Planning Department Budget for ongoing projects.

STATEMENT/PURPOSE:

To consider transferring unspent funds from the 2023 Planning Department Budget to the 2024 Planning Department Budget for ongoing projects.

BACKGROUND/ALTERNATIVES:

To consider transferring unspent funds from the 2023 Planning Department Budget to the 2024 Planning Department Budget for ongoing projects.

US EPA Brownfields Assessment Grant

The City was awarded a \$300,000 US EPA Brownfields Assessment Grant in 2021 and to date has spent roughly \$115,000 of the grant award. Major projects are underway with plans in place to make use of the grant funds. **The department requests the transfer of \$185,135 from 2023 Brownfields Grant: 284.284.52110 to 2024: 284.284.52110.**

Zoning Code Study

The Planning Department in 2022 received initial authorization to complete a study of its zoning and land development ordinances in 2023 and 2024. A total of \$24,352 was spent on the study in 2023, and \$65,000 was budgeted for 2023 expenses. **The department requests the transfer of \$40,648 from 2023 Professional Fees & Services: 100.112.52110 to 2024: 100.112.52110.**

Bismarck-Mandan Metropolitan Planning Organization

The City of Mandan is actively engaged in two transportation studies with the BMMPO, Safe Routes to Services and the Travel Demand Model and Socioeconomic Update / Metropolitan Transportation Plan. **The department requests the transfer of \$4,392**

from 2023 Professional Fees & Services: 100.112.52110 to 2024: 100.112.52110.

ATTACHMENTS:

None

FISCAL IMPACT:

A total of \$230,175 would be carried forward from 2023 to 2024 as broken out above.

STAFF IMPACT:

N/a

LEGAL REVIEW:

This item has been reviewed by the City Attorney as part of the agenda packet.

RECOMMENDATION:

Planning Staff recommends approval of the budget transfer requests outlined in this agenda document.

SUGGESTED MOTION:

I move to approve the budget transfer requests outlined in this agenda document.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 14, 2024
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Transfer of funds from 2023 Growth Fund Budget to 2024 Budget

STATEMENT/PURPOSE:

To consider transferring funds from the 2023 Growth Fund budget to the 2024 budget for approved economic development projects and business development operations.

BACKGROUND/ALTERNATIVES:

GROWTH FUND

I request to transfer the following amounts to the 2024 budget for the completion of specific projects and initiatives:

Economic Development (224.224.65118) = \$235,615

Requesting a transfer from the line item from 2023 to 2024 for the following:

- Local match for Bank of North Dakota PACE interest buydown program
 - \$135,615 - Cloverdale Foods Company
- Storefront Improvement Projects (in process not yet completed)
 - \$30,000 - Dental Associates
 - \$60,000 - Vision Source Mandan
- Fire Sprinkler Assistance
 - \$10,000 - Little Flower Nido Toddler & Montessorri Program

ATTACHMENTS:

None

FISCAL IMPACT:

Finance Director Greg Welch has reviewed the request and indicates the funding is available.

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

I recommend transferring amounts outlined from the FY2023 budget balance to FY2024 budget for the Mandan Growth Fund and Business Development and Communications Department operations.

SUGGESTED MOTION:

I move to approve the outlined budget transfers for the Growth Fund from the fiscal year 2023 budget balance to the fiscal year 2024 budget.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 11, 2024
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veteran Credit Abatement for Glen Hoffer

STATEMENT/PURPOSE:

To consider the 2023 Application for Disabled Veterans Property Tax Credit for Property located at 3502 24th St SE

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-6126385 with a legal description of Lot 4 Block 2 Lakewood 8th

Reason for abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and Documentation, which are on file in my office. This application qualifies for the Disabled Veterans Property Tax Credit for 2023. This credit will be prorated for 7 months as the owner transferred from previous residence in Burleigh County.

ATTACHMENTS:

1. 2023 ABATEMENT HOFFER
2. 2023 Vet Credit Flyer

FISCAL IMPACT:

No fiscal impact to city since the Tax Credit is reimbursed by the State of ND

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Oster

RECOMMENDATION:

I recommend a motion to recommend approval to Morton County Commission of the 2023 Abatement Application for Glen Hoffer at 3502 24th St SE as presented

SUGGESTED MOTION:

I move to recommend approval to Morton County Commission of the 2023 Abatement Application for Glen Hoffer at 3502 24th St SE as presented

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District CITY OF MANDAN
County of COUNTY OF MORTON Property I.D. No. 65-6126385
Name HOFFER/GLEN A & NANCY I HOFFER Telephone No. _____
Address 3502 24TH ST SE, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 4 BLOCK 2 LAKEWOOD 8TH

Total true and full value of the property described above for the year 2023 is:

Land \$ 60,000
Improvements \$ 306,900
Total \$ 366,900
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 60,000
Improvements \$ 306,900
Total \$ 366,900
(2)

The difference of \$ 0.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that 2023 Veterans Credit. - 7 months prorated

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date



DISABLED VETERANS

PROPERTY TAX CREDIT

The Disabled Veterans Credit is a property tax credit that is available to veterans of the United States Armed Forces with service-connected disability.

It may reduce the taxable value of a residence and associated taxes due.



ELIGIBILITY

1. You must be a disabled veteran of the United States Armed Forces with an armed forces service-connected disability of 50% or greater in the year for which your application is made.
2. You must have received an honorable discharge or be retired from the United States Armed Forces.
3. You must reside on and have an interest in the property, as of the assessment date.

APPLY

Applicants will need to provide their DD214 and the determination of disability by the VA to your local assessor or county director of tax equalization.

To apply, submit the Application for Disabled Veterans Property Tax Credit to your local assessor. The applications can be found at www.tax.nd.gov/veterans.



ADDITIONAL INFORMATION

The following table shows how taxable values may reduce with the credit.

Disability Percentage	Maximum Reduction
100%	\$8,100
90%	\$7,290
80%	\$6,480
70%	\$5,670
60%	\$4,860
50%	\$4,050

To qualify, veterans must meet all eligibility requirements and file an application with the local assessor or county director of tax equalization, by February 1 in the year that the property is assessed and credit is requested.

To obtain disability and honorable discharge documentation, contact your Veterans Service Office or the United State Department of Veterans Affairs at 866-634-8387.

Office of State Tax Commissioner
600 E. Boulevard Ave. Dept. 127
Bismarck, N.D. 58505-0599
701-328-7088
tax.nd.gov



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 11, 2024
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit for Torger Soma

STATEMENT/PURPOSE:

To consider the 2023 Application for Disabled Veterans Property Tax Credit for property located at 107 11th Ave NW.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-3083000 with a legal description of S 1/2 Lot 5 & All Lot 6 Block 13 Meads.

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2023.

ATTACHMENTS:

1. Soma 2023 Veterans Credit Abatement Form
2. Vet Credit Flyer

FISCAL IMPACT:

No fiscal impact on the City since the Tax Credit is reimbursed by the State of ND.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the

2023 Abatement Application for Torger Soma at 107 11th Ave NW as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2023 Abatement Application for Torger Some at 107 11th Ave NW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-3083000

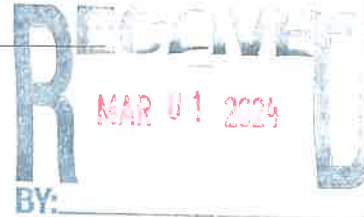
Name SOMA/TORGER

Telephone No. _____

Address 107 11TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

S 1/2 LOT 5 & ALL LOT 6 BLOCK 13 MEADS



Total true and full value of the property described above for the year 2023 is:

Land \$ 35,000
Improvements \$ 177,900
Total \$ 212,900
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 35,000
Improvements \$ 177,900
Total \$ 212,900
(2)

The difference of \$ 0.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ yes/no Estimated value: \$ _____
2. Has the property been offered for sale on the open market? _____ yes/no If yes, how long? _____
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ yes/no Purpose of appraisal: _____
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that 2023 Veterans Credit be approved.

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant _____

Date 1 MAR 24

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor _____ Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed
With The County Auditor _____

Date County Auditor Mailed
Application to Township
Clerk or City Auditor _____

(must be within five business days of filing date)



DISABLED VETERANS

PROPERTY TAX CREDIT

The Disabled Veterans Credit is a property tax credit that is available to veterans of the United States Armed Forces with service-connected disability.

It may reduce the taxable value of a residence and associated taxes due.



ELIGIBILITY

1. You must be a disabled veteran of the United States Armed Forces with an armed forces service-connected disability of 50% or greater in the year for which your application is made.
2. You must have received an honorable discharge or be retired from the United States Armed Forces.
3. You must reside on and have an interest in the property, as of the assessment date.

APPLY

Applicants will need to provide their DD214 and the determination of disability by the VA to your local assessor or county director of tax equalization.

To apply, submit the Application for Disabled Veterans Property Tax Credit to your local assessor. The applications can be found at www.tax.nd.gov/veterans.



ADDITIONAL INFORMATION

The following table shows how taxable values may reduce with the credit.

Disability Percentage	Maximum Reduction
100%	\$8,100
90%	\$7,290
80%	\$6,480
70%	\$5,670
60%	\$4,860
50%	\$4,050

To qualify, veterans must meet all eligibility requirements and file an application with the local assessor or county director of tax equalization, by February 1 in the year that the property is assessed and credit is requested.

To obtain disability and honorable discharge documentation, contact your Veterans Service Office or the United State Department of Veterans Affairs at 866-634-8387.

Office of State Tax Commissioner
600 E. Boulevard Ave. Dept. 127
Bismarck, N.D. 58505-0599
701-328-7088
tax.nd.gov



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 11, 2024
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatements for David Wilson 1302 Sunny Rd. Mandan ND 58554

STATEMENT/PURPOSE:

To consider corrections to the 2022 & 2023 full & true values for property located at 1302 Sunny Rd. Mandan ND 58554

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-1280000 with a legal description of LOT 1-3 (less Co. Road) & W 15' of Vac 12 Ave SW Block 14 Heartview. A garage was valued that is not there and updated the basement finish.

ATTACHMENTS:

1. 2022 ABATEMENT
2. 2023 ABATEMENT

FISCAL IMPACT:

2022 All taxing entities = \$187.52, City Share = \$41.66
2023 All taxing entities = \$211.19, City Share = \$48.04

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2022

& 2023 Abatement Applications for David Wilson at 1302 Sunny Rd as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2022 & 2023 Abatement Applications for David Wilson at 1302 Sunny Rd as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota
County of MORTON
Name WILSON/DAVID K
Address 1302 SUNNY RD, MANDAN, ND 58554-0000

Assessment District CITY OF MANDAN
Property I.D. No. 65-1280000
Telephone No. _____

Legal description of the property involved in this application:

LOTS 1-3 (LESS CO. ROAD) & W 15' OF VAC 12TH AVE SW BLOCK 14 HEARTVIEW

Total true and full value of the property described above for the year 2022 is:

Land \$ 25,000
Improvements \$ 184,900
Total \$ 209,900
(1)

Total true and full value of the property described above for the year 2022 should be:

Land \$ 25,000
Improvements \$ 170,400
Total \$ 195,400
(2)

The difference of \$ 14,500.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that DUPLICATE GARAGE BE REMOVED AND BASEMENT FINISH UPDATED

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District CITY OF MANDAN
County of MORTON Property I.D. No. 65-1280000
Name WILSON/DAVID K Telephone No. _____
Address 1302 SUNNY RD, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOTS 1-3 (LESS CO. ROAD) & W 15' OF VAC 12TH AVE SW BLOCK 14 HEARTVIEW

Total true and full value of the property described above for the year 2023 is:

Land \$ 35,000
Improvements \$ 203,600
Total \$ 238,600
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 35,000
Improvements \$ 186,900
Total \$ 221,900
(2)

The difference of \$ 16,700.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that DUPLICATE GARAGE BE REMOVED AND BASEMENT FINISH UPDATED

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant _____

Date _____



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider approval of GIS Coordinator job description

STATEMENT/PURPOSE:

To approve GIS Coordinator job description

BACKGROUND/ALTERNATIVES:

The Project Engineer position has been difficult to fill and obtain qualified applicants when posted. The GIS coordinator position would allow for a different pool of applicants with a different set of qualifications to fill this vacant role. The position could be filled by either a Project Engineer or a GIS Coordinator to broaden the qualifications and the applicant pool.

Condrey has recommended the GIS Coordinator be placed at grade 19.

Project Engineer Qualifications:

- Knowledge and level of competency are commonly associated with the completion of a baccalaureate degree in Civil Engineering or a course of study related to the occupational field.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Ability to obtain certification as a Professional Engineer within four years of employment is preferred.

GIS Coordinator Qualifications:

- Knowledge and level of competency are commonly associated with the completion of two years of college with course work in basic engineering or a two-year technical school graduate with course work in basic engineering or related field.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, namely coursework or on-the-job experience with GIS.

ATTACHMENTS:

1. Draft_GIS-Coordinator

FISCAL IMPACT:

Project Engineer:

- Grade 21 - \$34.22 to \$51.32/hour
- Grade 22 (with PE cert) - \$37.77 to \$56.65/hour

GIS Coordinator:

- Grade 19 - \$29.50 to \$44.26/hour

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve as presented.

SUGGESTED MOTION:

I move to approve the GIS Coordinator job description as presented.

City of Mandan
GIS Coordinator (CE/5)

Revised:	Condrey 2023
Department:	Engineering
Reports to:	Assistant City Engineer
Grade	19
Dept. Manager Signature:	
Human Resources Signature:	
Finance Director Signature:	
City Administrator Signature:	
Employee Signature:	

JOB SUMMARY

Plans for and implements all aspects of the City's GIS-related projects across several City departments. Assists in a variety of complex paraprofessional surveying, engineering, planning, and investigation work.

MAJOR DUTIES

- Assists in the development and management of GIS system including defining requirements, tasks, and resource assignments, ensuring that approved quality levels and deadlines are met.
- Ensures accurate maintenance of infrastructure records.
- Manages GIS-related teams of City staff and vendors to ensure that GIS projects objectives and timelines are met.
- Provides GIS-related technical guidance and assistance to project teams.
- Maintains Expertise in GIS-related software and technologies and provides guidance on GIS-related standards, equipment, software and procedures.
- Ensure that City staff using GIS has training and technical support as needed.
- Performs duties related to City projects, including, but not limited to, research, design estimates, field layouts, redlining, surveying, asset creation, and data analysis.
- Perform all work duties and activities in accordance with City policies and procedures.
- Performs related work as required.

KNOWLEDGE REQUIRED BY THE POSITION

- Understands the basic principles of municipal engineering and planning practices.
- Understands the principles of computers and job-related software programs.
- Understands the principles of GIS record management.
- Skill using drafting software and equipment.
- Skill in interpersonal relations and in dealing with the public.
- Skill in oral and written communication.
- Ability to read and interpret engineering plans and specifications.

SUPERVISORY CONTROLS

The Assistant City Engineer assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include the Mandan Code of Ordinances, the North Dakota Century Code, city specifications and details, NDDOT standard specifications and details, the Manual on Uniform Traffic Control Devices, 10 State Standards for Water and Sewer Projects, and city and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied data management, data analysis, and administrative duties. The broad range of GIS needs and the unique nature of each task contributes to the complexity of the position.
- The purpose of this position is to support all City departments in the execution of GIS-related projects and tasks. Success in this position contributes to development of the City's ability to plan efficiently and communicate those plans effectively.

CONTACTS

- Contacts are typically with co-workers, other city personnel, elected and appointed officials, consultants, contractors, developers, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, to motivate persons, to negotiate matters, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending, or crouching. The employee frequently lifts light objects, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee may be exposed to noise and machinery with moving parts. The work outdoors may include walking on uneven surfaces, occasionally stooping, kneeling, or crouching. The employee may need to lift or move survey equipment or obstacles during data collection.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of two years of college with course work in basic engineering or two-year technical school graduate with course work in basic engineering or related field.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, namely coursework or on-the-job experience with GIS.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Sidewalk Variance Requests for 200 East Main Street

STATEMENT/PURPOSE:

To review and discuss two variance requests for the property at 200 East Main Street.

BACKGROUND/ALTERNATIVES:

These variances are requested to the section of our code shown below.

The city code sections immediately below address outdoor seating.

1. 115-10-3(13) All privately owned outdoor fixtures, such as fencing or barricades, must be freestanding. No portion of privately owned outdoor fixtures, such as fencing or barricade materials, shall be anchored to the sidewalk or any other object within the public right-of-way.
2. 115-10-4(4) If the permitted business does not have direct access to the outdoor seating area, employees of the permit holder for the outdoor seating area must carry all alcoholic beverages in the non-fenced public right-of-way. No alcoholic beverages may be transported by patrons in the non-fenced public right-of-way.

Below are the variance requirements that we consider for such requests under section 105-1-12 of city code.

1) Variances.

- a) On appeal from an order, requirement, decision or determination made by an administrative official, the board of adjustment may vary or adjust the strict application of any of the requirements of this chapter in the case of an exceptionally irregular, narrow, shallow or steep lot or other exceptional physical or topographical

condition, by reason of which the strict application of the provisions of the chapter would result in unnecessary hardship that would deprive the owner of a reasonable use of the land or building involved, but in no other case.

b) No adjustment in the strict application of any provisions of this chapter shall be granted by the board of adjustment unless it finds that:

- 1) There are special circumstances or conditions, fully described in the findings of the board, applying to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or building, and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant taken subsequent to the adoption of this chapter, whether in violation of the provisions of the chapter, or not;
- 2) For reasons fully set forth in the findings of the board, the circumstances or conditions so found are such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of said land or building, and the granting of the variance is necessary for the reasonable use of the land or building, and that the variance as granted by the board is the minimum variance that will accomplish the relief sought by the applicant;
- 3) The grant of the variance will be in harmony with the general purposes and intent of this chapter, and not be injurious to the neighborhood or otherwise detrimental to the public welfare.

During the July 11th meeting, city staff was tasked with exploring an ordinance rewrite that would provide more flexibility for sidewalk dining. While working on the ordinance rewrite, staff has prepared appropriate conditions that could accompany a temporary variance approval. The conditions are:

- A. An ADA compliant pathway shall be maintained through the right of way adjacent to the 200 East Main property.
- B. The sidewalk dining area shall be enclosed with approved barriers on three of the four sides. The fourth side, closest to the building, shall be clearly delineated with pavement marking, signage, tape, or by other approved means.
- C. All components of the sidewalk seating area shall be located at least 2 feet behind the back of the curb.
- D. Trash receptacles shall be provided within the footprint of the dining area and emptied at least once per day. The owner is responsible for keeping the area clean.
- E. The outdoor seating area shall have a 10:00 PM curfew. If the owner provides a City-approved illumination solution, the curfew would be extended to match bar-

close.

F. Employees shall have reasonable ability to visually monitor the outdoor seating area to ensure that all conditions are being met.

G. This variance approval is temporary, and shall expire on 10/31/2024.

These variances were approved with the same conditions at the August 1st, 2023 Commission meeting, except for the updated date. We are bringing the temporary variance requests back, with the same recommendation.

ATTACHMENTS:

None

FISCAL IMPACT:

None

STAFF IMPACT:

Minimal

LEGAL REVIEW:

These documents have been forwarded to the City Attorney for review.

RECOMMENDATION:

To conditionally approve the variance to section 115-10-4(4), based on staff input

SUGGESTED MOTION:

I move to approve the requested variance to section 115-10-4(4) with conditions A through G, as described in this agenda document.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 14, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Class BWO - Beer Wine Only Liquor License - AV8RS LLC - d/b/a Aviators

STATEMENT/PURPOSE:

To consider the Class BWO Liquor License Application - Beer Wine Only Liquor License - AV8RS LLC - d/b/a Aviators,

BACKGROUND/ALTERNATIVES:

Ryan Deichert is listed as the main contact person on the Class BWO liquor license application for Aviators at 200 West Main Street #202. This is the former location of Black Lions. The application has been submitted to Finance, Police, Fire, Building Inspection and Western Plains Health for review. No apparent issues have arisen at this time.

Application available upon request.

ATTACHMENTS:

None

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

I recommend approval of the Class BWO Liquor license application for AV8RS LLC, d/b/a Aviators at 200 West Main #202, contingent on the establishment meeting all Fire, Health, Safety, and Building Inspection codes and receipt of the appropriate fees.

SUGGESTED MOTION:

I move to approve the Class BWO Liquor license application for AV8RS LLC, d/b/a Aviators at 200 West Main #202, contingent on the establishment meeting all Fire, Health, Safety, and Building Inspection codes and receipt of the appropriate of the.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 18, 2024
SUBMITTING DEPARTMENT: Finance Department
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Records Disposal

STATEMENT/PURPOSE:

To consider the request from the finance department to dispose records in accordance with the North Dakota Century Code "Records Management Act" (NDCC 54-46-12) and City of Mandan Records Management Policy.

BACKGROUND/ALTERNATIVES:

The City of Mandan follows the records retention schedules provided by the North Dakota League of Cities and State of North Dakota.

ATTACHMENTS:

None

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the request from the finance department to dispose records in accordance with the North Dakota Century Code "Records Management Act" (NDCC 54-46-12) and City of Mandan Records Management Policy.

SUGGESTED MOTION:

City Commission

Agenda Documentation

March 19, 2024

Subject: *Consider approval to dispose records in accordance with the North Dakota Century Code "Records Management Act" (NDCC 54-46-12) and City of Mandan Records Management Policy*

Page 2 of 2

I move to approve the request from the finance department to dispose records in accordance with the North Dakota Century Code "Records Management Act" (NDCC 54-46-12) and City of Mandan Records Management Policy.



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: February 23, 2024
SUBMITTING DEPARTMENT: Airport Authority
DEPARTMENT DIRECTOR: Lindsay Gerhardt
PRESENTER: Marc Taylor
SUBJECT: Airport Revenue Bond 2024

STATEMENT/PURPOSE:

Mandan Airport Authority is asking the City Commission to approve an Airport Facilities Revenue Bond to purchase an existing office building and hangar located at the Mandan Regional Airport - Lawler Field.

BACKGROUND/ALTERNATIVES:

The Mandan Airport Authority wishes to purchase the Clear Skies office building and Hangar (buildings 40 and 43) and move the Airport Authority offices, boardroom, and pilots' lounge to that building.

The cost of these buildings is \$1,100,000.

The Airport is financially able to issue earnest money for this purchase in the amount of \$250,000.

On November 27, 2023, Airport Manager, Lindsay Gerhardt completed a loan application for \$1,330,000, taking into account costs for infrastructure movement, building demolition, legal fees, closing costs, and building improvements at an estimated cost of \$230,000.

The Airport's current pilots lounge/office building is aging, and this opportunity has presented itself. Purchasing said buildings would allow the Airport to earn rental income from the tenants currently occupying several of the office spaces and hangar areas. With the removal of the aging pilots lounge/office, there would be an area then available for a larger fueling facility for JetA and Avgas customers. The Airport Authority strongly feels that this move would greatly benefit the Mandan Regional Airport and help its growth to continue, far beyond it already being the largest general aviation airport in the US region.

Pursuant to the Infrastructure Revolving Loan Fund, BND has approved the Airport's application to issue Airport Revenue Bond 2024 in the amount of \$1,080,000 to purchase these buildings.

Revenue Bonds Issued by a municipal airport authority must be approved by the respective municipality and must have the commitment of the municipality for the payment of any deficiency in airport authority funds to pay debt service on the revenue bond.

The Airport Authority is financially able to comply with the City of Mandan requirement of a bond reserve account. The Airport Authority is confident that tenant rents in the acquired buildings will support the yearly payment of the bond.

ATTACHMENTS:

1. Airport Resolution

FISCAL IMPACT:

\$1,080,000 revenue bond with interest rate at 2% fixed for 30 years.

STAFF IMPACT:

Immaterial

LEGAL REVIEW:

Airport Attorney, Chris Redmann is familiar with the Airport Authority's rules, resolutions, and orders and has reviewed the bond documents and has found no legal issues.

RECOMMENDATION:

To approve the recommended resolution.

SUGGESTED MOTION:

I move to approve the resolution of the Airport Authority Board to issue Airport Facilities Revenue Bond 2024 and Pledge Deficiency Tax Levy.

**RESOLUTION APPROVING AIRPORT FACILITIES REVENUE BOND
AND PLEDGING DEFICIENCY TAX LEVY**

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota (the "City"), as follows:

RECITALS:

A. The Municipal Airport Authority of the City of Mandan, North Dakota (the "Airport Authority") was established by the City on November 3, 1969, and is operating as a municipal airport authority pursuant to North Dakota Century Code ("N.D.C.C.") Chapter 2-06.

B. The Airport Authority has undertaken the Clear Skies Building and Hangar Acquisition project (the "Project").

C. The Airport Authority plans to issue its Airport Facilities Revenue Bond, Series 2024 (the "Bond") in the amount of not to exceed \$1,080,000 to provide partial financing for the Project. The Bond will be sold to the Bank of North Dakota pursuant to the Infrastructure Revolving Loan Fund, N.D.C.C. Section 6-09-49. The preliminary amortization schedule for the Bond has been presented to the City.

D. Revenue bonds issued by a municipal airport authority must be approved by the respective municipality and must have the commitment of the municipality for the payment of any deficiency in airport authority funds to pay debt service on the revenue bonds.

NOW, THEREFORE, the Board of City Commissioners of the City hereby resolves as follows:

1. The City approves the issuance of the Bond.
2. Pursuant to N.D.C.C. Section 2-06-14 the City agrees that if the Airport Authority finds the certified amount of property tax is necessary for the annual Bond debt payment the City shall levy not less than the amount certified by the Airport Authority subject to applicable levy limitations.
3. Pursuant to N.D.C.C. Section 2-06-10(9) the City covenants to levy a general tax upon all taxable property in the City for the payment of any deficiency in Airport Authority funds to pay debt service on the Bond. The City may levy a general tax upon all taxable property in the City for the payment of any deficiency that is likely to occur within one year in Airport Authority funds to pay debt service on the Bond. The taxes levied by the City for debt service on the Bond are not subject to any limitation of rate or amount applicable to other City taxes. The covenant to levy a tax for any deficiencies shall be binding on the City for as long as the Bond remains outstanding. The Airport Authority agrees to provide for any deficiency in the debt service requirements for the Bond from available funds, including a Bond debt service reserve fund, prior to notifying the City of the need for a deficiency tax levy.

Dated: March 19, 2024.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on March 19, 2024, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

Abstain _____



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 1, 2024
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Application for property tax exemption for
Improvements to Commercial & Residential Buildings
North Dakota Century Code 57-02.2

STATEMENT/PURPOSE:

To consider a three year exemption Improvements to Commercial & Residential Buildings North Dakota Century Code 57-02.2

BACKGROUND/ALTERNATIVES:

Patricia Verdouw is applying for a three year exemption for renovation of structures located at 300 6th ST NW. This parcel has a legal description of the E 90' of Lot 6, Block 86, Northern Pacific 1st, with a parcel number of 65-3424000. The property consists of the main brick dwelling with a breezeway to the attached brick garage. Renovations include replacing existing central air system with new, flooring updates to kitchen, living and hallways, kitchen update, bathroom update and potential for exterior windows.

ATTACHMENTS:

1. City Ordinance
2. Verdouw application

FISCAL IMPACT:

The value of the renovations are estimated to have a value of \$32,800. Based on the 2023 mill levy the estimated exemption is \$414.79 for all taxing entities and \$94.36 for the City of Mandan. The actual exemption will be subject to prevailing market values and actual mill rates during the three year exemption period.

STAFF IMPACT:

N/A

City Commission

Agenda Documentation

March 19, 2024

Subject: Consider approval of a property tax exemption for improvements to commercial & residential buildings North Dakota Century Code 57-02.2

Page 2 of 2

LEGAL REVIEW:

Forwarded to city attorney for review

RECOMMENDATION:

Approval of Application for the Property Tax Exemption for Improvements to Commercial & Residential Buildings North Dakota Century Code 57-02.2 located at 300 6 ST NW.

SUGGESTED MOTION:

I move to approve the Application for Improvements to Commercial & Residential Buildings North Dakota Century Code 57-02.2 located at 300 6 ST NW.



City of Mandan
Assessing Department
205 2nd Ave. NW
Mandan, ND 58554
701-667-3232

CITY OF MANDAN GUIDELINES FOR PROPERTY TAX EXEMPTION OF IMPROVEMENTS TO COMMERCIAL & RESIDENTIAL BUILDINGS

State Guideline Requirements: N.D.C.C. 57-02.2

1. The governing body of the county, for property outside city limits, or the governing body of the city, for property within city limits, must pass a resolution to allow the exemption.
2. The governing body may limit or impose conditions upon exemptions, including limitations on the length of time during which an exemption is allowed, not exceeding five years. The requirements must be applied equitably to all applicants.
3. The exemption is valid for the prescribed period and does not terminate upon the sale or exchange of the property. It is transferable to subsequent owners.
4. The resolution may be rescinded or amended at any time by the governing body of the county or city.

Improvements that Qualify:

5. Improvements to commercial or residential buildings or structures by renovation, remodeling, alteration or an addition to residential may qualify for exemption:
 - a. Renovation- Restoring to a previous condition or to a good state of repair.
 - b. Remodeling- Changing the plan, form or style of a building, to correct functional deficiencies.
 - c. Alteration- Changing, modifying or varying; changing materially.
 - d. Addition- A structure attached to an existing building to increase its size.
6. A residential building must be 25 years old or older on the assessment date to qualify for the exemption. This provision does not apply to commercial buildings.
7. The renovation, remodeling or alteration of an apartment or residential building into a commercial building or structure is eligible for exemption, whether or not the apartment or residential building is 25 years old. However, if a commercial building is renovated, remodeled, or altered into an apartment or residential building, the commercial building must be 25 years old or older to qualify for the exemption.

Improvements that Do Not Qualify:

8. Improvements begun before the governing body passed the resolution do not qualify for exemption.
9. The complete replacement of one building with another building does not qualify for exemption.

10. A separate structure that is not attached to the existing building does not qualify for exemption.

Procedures:

11. The property owner files an application with the assessor of the assessment district where the property is located.
12. The assessor determines if the improvements qualify for exemption. The governing body of the county or city must approve the exemption before it becomes effective.
13. If the renovation, remodeling, or alteration or addition qualifies, the last assessment on the building prior to the start of making the improvement remains for the prescribed period unless equalization or reevaluation of building values is necessary.
14. The exemption is effective beginning with the first assessment date following the date of commencement of making the improvements.
15. Land values may be changed on any assessment date when justified.

City of Mandan Policy:

1. The exemption will be for a maximum of 3 years.
2. Additions to commercial properties could qualify for the exemption upon approval by the city commissioners if the project qualifies or meets the criteria requirements.
3. The property owner must apply for the exemption and be approved with the Assessor's office once a complete reassessment is done and final approval made by city commissioners prior to the commencement of the improvement. Commencement of the improvement means the start of any remodeling, pouring of footings or foundations. The moving of dirt is not considered the commencement of improvement.
4. A permit must be issued prior to commencement of the improvement.
5. The exemption will not be allowed for repairs due to flood, fire, or tornado damages, or other insurable events.
6. A property may be allowed one exemption per property per assessment year. The first remodeling exemption must be complete and expired prior to the approval of the 2nd application for the remodeling exemption. This would include Renaissance, store front improvement matching funds, or new business exemptions.
7. Every building open to the public that has received the benefit of public funds from the city shall provide for the installation of an automatic door for at least one main entrance to the building. City of Mandan Municipal Code 111-2-9

*Approved by the Mandan City Commission
January 20, 2015*

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed	<u>E 90' Lot 6 Block 86 NP 1st</u>
2. Address of Property	<u>300 6 St NW</u>
3. Parcel Number	<u>65-3424000</u>
4. Name of Property Owner	<u>Patricia Verdouw</u> Phone No. <u>701-709-0744</u>
5. Mailing Address of Property Owner	<u>300 6 St NW Mandan, ND 58554</u>

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). <u>Repair air conditioning, cork flooring on main level, bath renovation, possible windows & Kitchen remodel</u>	
7. Building permit No. <u>TBD</u>	8. Year built (residential property) <u>1954</u>
9. Date of commencement of making the improvements <u>April 2024</u>	
10. Estimated market value of property before the improvements	\$ <u>224,700</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>25,000</u> w/o windows total kitchen
12. Estimated market value of property after the improvements	\$ <u>259,500</u>

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.	
Applicant <u>Patricia Ann Verdouw</u>	Date <u>3-1-24</u>

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): <u>house is over 25 yrs old & will improve condition.</u>	
Assessor/Director of Tax Equalization <u>Kimberly Mackley</u>	Date <u>3-1-2024</u>

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐	
Approval is subject to the following conditions: _____	
Exemption is allowed for years 20 __, 20 __, 20 __, 20 __, 20 __.	
Chairperson _____	Date _____



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 12, 2024
SUBMITTING DEPARTMENT: Planning, Building Inspections, Assessing, Finance
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: **Consider 2024 Gate City Bank and City of Mandan Neighborhood Revitalization Initiative**

STATEMENT/PURPOSE:

Consider the launch of the Gate City Bank <> City of Mandan Neighborhood Revitalization Initiative for 2024.

BACKGROUND/ALTERNATIVES:

The Gate City Bank and City of Mandan Neighborhood Revitalization Initiative is back for 2024, offering an additional \$2 million in reduced-interest loans to Mandan residents seeking to make upgrades to homes that are at least forty years old. The goal of this program is to provide a more affordable means to make improvements to properties and in turn maintain and preserve the existing housing stock.

Applicants must meet specific criteria, including owning the home, adhering to zoning regulations, and ensuring the property's assessed value remains under \$275,000.

The loan features a reduced interest rate, beginning at 4.99% APR over 10 to 15 years and loan amounts ranging from \$10,000 to \$100,000 per property.

For this year, the City has eliminated the boundary requirement, allowing any property within City limits that meets criteria to participate. City Assessing Staff are able to discuss proposed improvements to determine whether your project could benefit from the City's residential remodeling property tax exemption, which provides additional savings to property owners remodeling homes older than 25 years old.

For both programs, the Neighborhood Revitalization Initiative and the Remodeling

Exemption, no work may commence until the loan/exemption are approved.

Eligible Projects

Eligible projects include foundation work, significant exterior improvements (siding/doors/windows), living space additions, interior renovations, mechanical work, landscaping/retaining walls, and water/sewer upgrades, among others, to qualify for this loan program.

Process and Timeline

Applications should be submitted to the City of Mandan Planning Department by October 31, 2024. City Staff will review applications for compliance with city program goals before forwarding them to Gate City Bank for loan approval. The City of Mandan's role is limited to application processing and if applicable building permitting and assessing review, and the final decision on loan approval lies with Gate City Bank.

For more information

Additional information on this program, including applications and contact info, is available at CityofMandan.com/neighborhoodrevitalization.

ATTACHMENTS:

1. 2024 NRI Application
2. 2024 NRI Program Launch

FISCAL IMPACT:

N/a

STAFF IMPACT:

In general a total of one hour of City Staff time is spent across all departments involved, per application received.

LEGAL REVIEW:

The City Attorney has reviewed this as part of the agenda packet.

RECOMMENDATION:

Staff Recommends Approval of the 2024

SUGGESTED MOTION:

I move to approve the 2024 Gate City Bank and City of Mandan neighborhood revitalization initiative

Neighborhood Revitalization Initiative (NRI) Application

Thank you for your interest in applying for a Mandan Neighborhood Revitalization Initiative (NRI) Loan. We look forward to working with you on a project that will improve your home and help to enhance the neighborhood in which you live.

ELIGIBLE IMPROVEMENT COSTS:

Funds may be used to address code and structural corrections, energy improvements, and general property improvements. Loans are available to finance new improvements not yet under construction and if there are any code corrections identified during inspections, they must be addressed as part of the project.

APPLICANTS:

A loan applicant must be the owner-occupant of the home and meet Gate City Bank's credit standards for repayment of the improvement loan.

PROPERTY REQUIREMENTS:

- ☐ Located within the City of Mandan municipal boundaries
- ☐ Zoned for residential use
- ☐ Outside of 100-year floodplain
- ☐ Home to be at least 40 years old
- ☐ Current assessed property value less than \$275,000
- ☐ Owner-occupied 1–2-unit, single-family homes
- ☐ Current on property taxes and special assessments

INELIGIBLE PROPERTY TYPES:

- Condo
- Mobile Home
- 3-Plex
- Townhome
- Rental Property*

*Unless being converted from rental to single-family, owner-occupied housing

LOAN TERMS:

- Repayment options of 10 or 15 years with an APR as low as 4.99%**
- Minimum loan \$10,000/Maximum loan \$100,000
- Maximum loan-to-value 90%
- Property owner responsible for closing costs & customary fees (including possible appraisal fees if required)

***A \$50,000 home equity loan at 4.98% interest rate for 120 monthly payments of \$529.97 will have a 4.99% annual percentage rate.*

Project to be completed within 9 months of loan closing. First payment due on Gate City Bank loan within 30 days from completion of project.

PROJECT MUST INCLUDE AT LEAST ONE:

- ☐ Foundation work (drain tile, bracing)
- ☐ Siding, roofing, windows, garages, or other major exterior upgrades
 - Garages must meet zoning code requirements for allowable square footage. No variances allowed (setback/height/size etc.) for accessory buildings.
- ☐ Addition of bedroom or new living space
- ☐ Major interior remodeling (i.e., kitchen remodel, bathroom remodel)
- ☐ Replacement of major mechanical systems (furnace, electrical system, plumbing)
- ☐ Landscaping, Porch or Decking Addition or Updates
- ☐ Retaining Wall Addition & Updates
- ☐ Convert rental unit to owner-occupied
- ☐ Water & Sewer Upgrades
- ☐ Radon Mitigation

QUESTIONS on Property, Contractor, or Renovation Items?

Call or E-mail City of Mandan Planning Department - Andrew Stromme
Phone: 701.667.3225
Email: andrew.stromme@cityofmandan.com

QUESTIONS on Loan Processing/Appraisals?

Call or E-mail Pam Grange-Bernard (NMLS #491575) at Gate City Bank
Phone: 701.355.7685
E-mail: pamgrange-bernard@gatecity.bank

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO:

City of Mandan Planning Department
Attn: Neighborhood Revitalization Initiative
205 2nd Ave NW
Mandan, ND 58554

APPLICATION REQUIREMENTS:

At the time of application, applicants will be required to obtain any relevant building permits and pay any associated fees for the work through the city. Applicant to provide bids/estimates at the time of application. After the work is completed and inspection may be necessary to complete the permit. Contact the City Planning Department for more information on permits, fees, and inspections process, 701.667.3225.

REPAYMENT OPTION APPLICANT IS INTERESTED IN:**(check one box below):**
☐ 10-Year ☐ 15-Year
APPLICATION DEADLINE:

The deadline to apply for the 2024 NRI Program is **October 31, 2024.**

SECTION A: General Information

Name - Applicant 1		Daytime Phone with Area Code	
Name - Applicant 2		Daytime Phone with Area Code	
Address			
E-mail – Applicant 1			
E-mail – Applicant 2			
Estimated Amount Requested			

SECTION B: Property Information

What type of work are you interested in completing? Check (✓) and describe below.	
Types of Work	Describe Work
☐ Electrical	
☐ Plumbing	
☐ Heating/Cooling	
☐ Foundation/Basement	
☐ Roof	
☐ Windows/Doors	
☐ Siding	
☐ Garage	
☐ Addition	
☐ Kitchen Remodel	
☐ Bath Remodel	
☐ Interior Finishes	
☐ Accessibility	
☐ Landscaping/Deck	
☐ Convert from Rental	
☐ Other	

SECTION C: Additional Property Information

How many bedrooms, above grade, are in your house?	How many bedrooms, below grade with egress, are in your house?	
How many bathrooms: Full _____ 3/4 bath _____ 1/2 bath _____	Total square footage?	Estimated current market value: \$ _____
What type of heating system is in your home? (circle one) Gas _____ Electric _____ Other _____	Cooling system? (circle one) Central Air _____ Wall Air _____ Other _____	
Basement finished, partially finished, or not finished. (if partial, please note what percentage is finished)	Homeowner's Insurance Company: _____ Agent's Name: _____ Agent's Phone: _____	
Please describe any existing, notable interior features or upgrades to your home (e.g., fireplace, sauna, hot tub, sunroom, bar, patio, deck, fence, home theatre, full kitchen/bathroom remodels, stone c o u n t e r t o p s , finished basement):		

Amount applicant is requesting to borrow: \$ _____

Completed applications will be forwarded to Gate City Bank for loan review and the loan decision will be provided by Gate City Bank. Credit Decision and Approval is completed by Gate City Bank, City of Mandan is not involved in the final decision for the loan.

All information furnished is for confidential use of the City of Mandan or Gate City Bank. Under North Dakota Law, it is a crime to use false or misleading information in this application in order to qualify for a loan.

Signatures: I certify that everything I have stated in this application and on any attachments is correct. You may keep this application whether or not it is approved. I authorize you to check my credit and employment history and to answer questions others may ask about my credit with you. I understand that I must update the credit information at your request if my financial situation changes.

Signature	Date
------------------	-------------

Signature	Date
------------------	-------------



MADE IN
MANDAN



 Gate City Bank For a Better Way of Life.®		March 18, 2024	
Pay to	City of Mandan		\$ 2,000,000
the order of			
Two Million Dollars & ⁰⁰ / ₁₀₀ Dollars			
For Mandan NRI		<i>Kew Hanson</i>	
291370981: 389498: 2022			



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Raw Water Intake Project Change Orders

STATEMENT/PURPOSE:

To consider and possibly approve change orders and an amendment for professional services for the Raw Water Intake project.

BACKGROUND/ALTERNATIVES:

The Raw Water Intake project is nearing completion. The City has been using the new intake since August 2023 and the Mandan Refinery (MPC) will begin using their portion of the intake later this month. The remaining work primarily includes decommissioning of the existing intake (planned for fall 2024).

The change orders below and amendment reflect miscellaneous changes in contract work and to extend Contract Dates for the existing intake Work. Summary as follows: Swanberg Change Order G-06

- Extend Contract Dates per MPC's request. Existing intake work planned for fall 2024.
- River Drive chip sealing.
- Mow strips and irrigation system at the Intake Pump Station.
- Other minor contract adjustments for additional Work.

Central Mechanical Change Order M-05

- Minor contract adjustments for additional Work.

YES Change Order E-07

- Extend Contract Dates per MPC's request. Existing intake work planned for fall 2024.
- 2023/2024 Winter Delays – Negotiated amount for additional work.

- Other minor contract adjustments for additional Work.

AE2S Amendment No. 4

- Extend professional services for construction and post-construction support.

ATTACHMENTS:

1. Swanberg CO6
2. Central Mechanical CO5
3. YES CO7

FISCAL IMPACT:

Construction Contract Summary

- Swanberg Construction increase of \$261,107.20 (5.7% total change order rate).
- Central Mechanical increase of \$3,169.00 (3.9% total change order rate).
- YES increase of \$134,869.18 (16.5% total change order rate).

Professional Services

- AE2S increase of \$95,000.00.

Summary of Expenditures	Current Contracted	Pending	Total
Construction Contracts	\$30,632,990	\$399,145	\$31,032,135
Engineering Services	\$3,850,000	\$95,000	\$3,945,000
Other	\$89,456	\$0	\$89,456
	\$34,572,445	\$494,145	\$35,066,591

Total Project Budget/Funding	\$36,587,000
Estimated Total Expenditures	\$35,066,591
Estimated Contingency	\$1,520,409
Remaining	

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

All items have been forwarded to the City Attorney for review.

RECOMMENDATION:

To approve the change orders as presented.

SUGGESTED MOTION:

I move to approve Change Order No. G-06 with Swanberg Construction, Change Order M-05 with Central Mechanical, Change Order No. E-07 with YES, and Amendment No. 4 with AE2S for the Mandan Raw Water Intake project.

Change Order

No. **G-06**

Date of Issuance: March 13, 2024

Effective Date: March 19, 2024

Project: <u>Mandan Raw Water Intake - Phase IB</u>	Owner: <u>City of Mandan, ND</u>	Owner's Contract No.: <u>2014-09</u>
Contract: <u>General Construction</u>	Date of Contract: <u>November 24, 2020</u>	
Contractor: <u>Swanberg Construction, Inc.</u>	Engineer's Project No.: <u>P00510-2010-001</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change

Item	Description	Cost Adjustment
1	WCD G-51: Chip seal approximately 22,645 SY of asphalt pavement at WTP and River Drive at \$4.77/SY in July/August of 2024.	\$108,016.65
2	WCD G-55: Modified rim elevation of storm drain catch basin near IPS to match ground elevation and improve drainage.	\$3,845.00
3	WCD G-56: Modified ARV in CV2 and AVV on 30" piping with soft seats that allow lower pressure operation.	\$6,730.00
4	WCD G-57: Add two (2) sets of building numbers for IPS at request of Building Inspections Department.	\$5,463.00
5	WCD G-58: Add mow strips and irrigation system at IPS site for improved maintenance of site.	\$28,046.00
6	WCD G-59: Replace check valve on effluent piping of PAC skid in CV1 to function with lower line pressure.	\$1,436.00
7	WCD G-60: PSB Blowdown piping modifications and installation while existing intake is operational due to MPC startup delay.	\$11,664.00
8	Extend contract dates per Marthon's request. Existing intake demolition and associated work available starting September 1, 2024.	\$95,906.55
Total Net Change: CO-G-06		\$261,107.20

Attachments: Swanberg WCDs G-51, 55, 56, 57, 58, 59, 60, 03/07/24 Swanberg Letter

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Substantial completion: <u>December 15, 2022</u>
<u>\$ 11,143,000.00</u>	Ready for final payment: <u>February 15, 2023</u>
Increase from previously approved Change Orders	Increase from previously approved Change Orders
No. 0 to No. 5	No. 0 to No. 5
<u>\$378,033.56</u>	Substantial completion: <u>533</u>
Contract with Increase from previously approved Change Orders	Ready for final payment: <u>501</u>
<u>\$ 11,521,033.56</u>	Contract Times prior to this Change Order:
Increase of this Change Order	Milestone 1 (Medium Voltage Duct bank and Fiber): <u>November 3, 2022</u>
<u>\$ 261,107.20</u>	Milestone 2 (Building Dry-In): <u>December 24, 2022</u>
Contract Price Incorporating this Change Order:	Milestone 3 (Intake Operational): <u>August 14, 2023</u>
<u>\$ 11,782,140.76</u>	Substantial completion: <u>May 31, 2024</u>
	Ready for final payment: <u>June 30, 2024</u>
	Increase Time of this Change Order:
	Milestone 1 (Medium Voltage Duct bank and Fiber): <u>0</u>
	Milestone 2 (Building Dry-In): <u>0</u>
	Milestone 3 (Intake Operational): <u>0</u>
	Substantial completion: <u>168</u>
	Ready for final payment: <u>184</u>
	Contract Times with all approved Change Orders:
	Milestone 1 (Medium Voltage Duct bank and Fiber): <u>November 3, 2022</u>
	Milestone 2 (Building Dry-In): <u>December 24, 2022</u>
	Milestone 3 (Intake Operational): <u>August 14, 2023</u>
	Substantial completion: <u>November 15, 2024</u>
	Ready for final payment: <u>December 31, 2024</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>03/13/2024</u>	Date: <u>3/13/2024</u>	Date: <u>3/13/2024</u>
Approved by Funding Agency (if applicable):		

EJCDC No. C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

Change Order

No. M-05

Date of Issuance: March 19, 2024

Effective Date: March 19, 2024

Project: <i>Mandan Raw Water Intake - Phase IB</i>	Owner: <i>City of Mandan, ND</i>	Owner's Contract No.: 2014-09
Contract: <i>Mechanical Construction</i>	Date of Contract: November 24, 2020	
Contractor: Central Mechanical	Engineer's Project No.: P00510-2010-001	

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change

Item	Description	Cost Adjustment
1	WCD M-09: Provided a spare sump pump for SPU-1 and SPU-2 in CV1 and IPS.	\$2,480.00
2	WCD M-10: Replace two thermostats for gas unit heaters in PSB to allow a setpoint below 50 degrees.	\$689.00
Total Net Change: CO-M-04		\$3,169.00

Attachments: Central Mechanical WCDs M-09 and M-10.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>632,144.36</u>	Substantial completion: <u>December 15, 2022</u> Ready for final payment: <u>February 15, 2023</u>
Increase from previously approved Change Orders No. 0 to No. 4 \$ <u>21,382.29</u>	Increase from previously approved Change Orders No. 0 to No. 4 Substantial completion: <u>533</u> Ready for final payment: <u>501</u>
Contract with Increase from previously approved Change Orders \$ <u>653,526.65</u>	Contract Times prior to this Change Order: Milestone 1 (Medium Voltage Ductbank and Fiber): <u>November 3, 2022</u> Milestone 2 (Building Dry-In): <u>December 24, 2022</u> Milestone 3 (Intake Operational): <u>August 14, 2023</u>
Increase of this Change Order \$ <u>3,169.00</u>	Substantial completion: <u>May 31, 2024</u> Ready for final payment: <u>June 30, 2024</u>
Contract Price incorporating this Change Order: \$ <u>656,695.65</u>	Increase Time of this Change Order: Milestone 1 (Medium Voltage Ductbank and Fiber): <u>0</u> Milestone 2 (Building Dry-In): <u>0</u> Milestone 3 (Intake Operational): <u>0</u> Substantial completion: <u>168</u> Ready for final payment: <u>184</u>
	Contract Times with all approved Change Orders: Milestone 1 (Medium Voltage Ductbank and Fiber): <u>November 3, 2022</u> Milestone 2 (Building Dry-In): <u>December 24, 2022</u> Milestone 3 (Intake Operational): <u>August 14, 2023</u> Substantial completion: <u>November 15, 2024</u> Ready for final payment: <u>December 31, 2024</u>

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

EJCDC No. C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Change Order

No. E-07

Date of Issuance: February 26, 2024

Effective Date: March 19, 2024

Project: <i>Mandan Raw Water Intake - Phase IB</i>	Owner: <i>City of Mandan, ND</i>	Owner's Contract No.: 2014-09
Contract: <i>Electrical Construction</i>	Date of Contract: November 24, 2020	
Contractor: Ystass Electrical Services (YES)	Engineer's Project No.: P00510-2010-001	

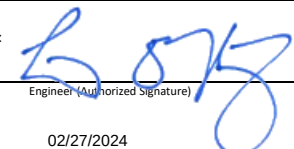
The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change		Cost Adjustment
Item	Description	
1	WCD E-34: Extend contract dates per Marathon's request. Existing intake demolition and associated work available starting September 1, 2024.	\$29,900.00
2	WCD E-39: Winter Delays. Negotiated amount between YES and City for all work associated with change proposal E-39.	\$100,000.00
3	WCD E-40: Per Marathon's request, 3/4" GRC conduit, relays, control wires and ground wire between IPS-SCP1 and MIPS-SCP1-JBOX were installed to allow Marathon more control of 20" isolation valve in CV3.	\$3,740.58
4	WCD E-43: Replacement of receptacles in gallery level of CV2 damaged by water.	\$1,228.60
Total Net Change: CO-E-07		\$134,869.18

Attachments: WCDs E-34, E-39, E-40, E-43

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Substantial completion:	December 15, 2022
\$	2,557,870.74	Ready for final payment:	February 15, 2023
Increase from previously approved Change Orders		Increase from previously approved Change Orders	
No. 0 to No. 6		No. 0 to No. 6	
	\$287,099.85	Substantial completion:	211
		Ready for final payment:	211
Contract with Increase from previously approved Change Orders		Contract Times prior to this Change Order:	
\$	2,844,970.59	Milestone 1 (Medium Voltage Duct bank and Fiber):	November 3, 2022
		Milestone 2 (Building Dry-In):	December 24, 2022
		Milestone 3 (Intake Operational):	April 30, 2023
Increase of this Change Order		Substantial completion:	July 14, 2023
\$	134,869.18	Ready for final payment:	September 14, 2023
Contract Price incorporating this Change Order:		Increase Time of this Change Order:	
\$	2,979,839.77	Milestone 1 (Medium Voltage Duct bank and Fiber):	0
		Milestone 2 (Building Dry-In):	0
		Milestone 3 (Intake Operational):	106
		Substantial completion:	490
		Ready for final payment:	474
		Contract Times with all approved Change Orders:	
		Milestone 1 (Medium Voltage Duct Bank and Fiber):	November 3, 2022
		Milestone 2 (Building Dry-In):	December 24, 2022
		Milestone 3 (Intake Operational):	August 14, 2023
		Substantial completion:	November 15, 2024
		Ready for final payment:	December 31, 2024

RECOMMENDED:

By: 
Engineer (Authorized Signature)

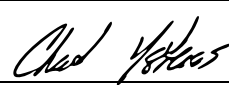
Date: 02/27/2024

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 2/27/24

Approved by Funding Agency (if applicable):

Date: _____

EJCDC No. C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1



City Commission

Agenda Documentation

MEETING DATE: March 19, 2024
PREPARATION DATE: March 13, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Entering into an Agreement with KLJ for the Downtown Reconstruction Project

STATEMENT/PURPOSE:

To review and possibly enter into an engineering service agreement with KLJ for the design of the Downtown Reconstruction Phase I project.

BACKGROUND/ALTERNATIVES:

In April of 2019, the City of Mandan was awarded \$2.4M of federal funds through the North Dakota Department of Transportation's (NDDOT) Urban Grant Program (UGP) for the reconstruction of 1st Street NW from 6th Avenue NW to Collins Avenue, as well as the Avenues along this corridor from Main Street to 2nd Street NW. Shortly after the grant acceptance, KLJ was selected through a formal Request for Quote (RFQ) and interview process to design the project for the City.

Through the preliminary design process, it was determined that the City's original estimated project cost of about \$6M was low. The revised estimate had the total project cost at about \$12M. The amount of federal funding available was capped and did not scale with the revised estimate. The local funding sources would have had to pick up the difference. The assessment for a typical lot was calculated to be about \$30K. This assessment was considered to be too high to continue with the project and the federal funds were returned to the NDDOT.

KLJ and the City worked to strategically split the improvements into three phases that could be stand-alone projects. The City reapplied for phases 1 and 2 for fiscal years 2025 and 2026 and was awarded federal funding for Phase I. The total amount awarded was \$2,356,000, which represents about 60% of the estimated above ground construction costs.

KLJ was asked to prepare an agreement to finish the work started in 2019. If approved,

preliminary design would start immediately and the project will be bid in February of 2025 for construction in 2025.

ATTACHMENTS:

1. Design Agreement - KLJ

FISCAL IMPACT:

KLJ has provided an estimated preliminary engineering cost of \$447,220. This would be included in the overall local project costs and would likely be paid for through a combination of Municipal Infrastructure Funds and Special Assessments. KLJ has an existing agreement with the City with a remaining balance of about \$205K. This agreement would replace the original one.

STAFF IMPACT:

Moderate time and effort would be required by several departments to coordinate design with KLJ.

LEGAL REVIEW:

Agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION:

We would recommend entering into the agreement with KLJ for preliminary design engineering, as presented.

SUGGESTED MOTION:

I move to enter into a preliminary design engineering agreement with KLJ for the Downtown Reconstruction Project, as presented.

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

THIS IS AN AGREEMENT effective as of March 19, 2024 ("Effective Date") between
City of Mandan, North Dakota, 205 2nd Ave NW, Mandan, ND 58554 ("Owner") and
KLJ Engineering LLC, 400 East Broadway Avenue, Suite 600, Bismarck ND 58501 ("Engineer").

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

Mandan Downtown Street Improvements, SID 236 (City of Mandan No. 2019-08) ("Project").

KLJ Project# 1904-02191

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preliminary Design

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit (Not Used)*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services(Not Applicable)*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims,

Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

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

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer. Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, Owner shall compensate Engineer for expenses incurred as a result of the suspension and resumption of its services, and Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if: (i) Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or is in material breach of this Agreement; or (ii) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D. Engineer shall have no liability to Owner, and Owner agrees to make no claim for delay or damage as a result of such suspension caused by any breach of this Agreement by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Engineer to suspend services, Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if Engineer's services for the Project are delayed or suspended for more than ninety (90) days, consecutive or in the aggregate by Owner; or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any

other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, by facsimile or other electronic transmission, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notices and correspondence sent by electronic transmission, including the signature of a Party delivered by facsimile or by a "pdf." format document sent electronically, will constitute original copies thereof and will be binding on the parties. Upon request, the receiving party may request an original of any document sent by electronic transmission.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution,

code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Notice* – Wherever used in this Agreement, the term “days” shall mean consecutive calendar days of twenty-four (24) hours each, or a fraction thereof.
24. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
25. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
26. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
27. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
28. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
30. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

31. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
32. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
33. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
34. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
38. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (Not Used)
- E. ~~Exhibit E, Notice of Acceptability of Work.~~ (Not Used)
- F. ~~Exhibit F, Construction Cost Limit.~~ (Not Used)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. (Not Used)
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

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

8.05 Affirmative Action: Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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

Owner: City of Mandan, North Dakota

Engineer: KLJ Engineering LLC,

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: Luke LaLiberty
Title: Associate Vice President, Municipal
Date Signed: _____

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

State of: ND

Address for Owner's receipt of notices:

City of Mandan Engineering Department

205 2nd Ave NW

Mandan, ND 58554

Address for Engineer's receipt of notices:

KLJ Engineering LLC

400 East Broadway, Suite 600

Bismarck, ND 58501

Legal Notices to: legal@kljeng.com

Designated Representative (Paragraph 8.03.A):

Jarek Wigness

Title: City Engineer

Phone Number: 701-667-3225

E-Mail Address: jarek.wigness@cityofmandan.com

Designated Representative (Paragraph 8.03.A):

Brad Krogstad

Title: Client Services Manager

Phone Number: 701-355-8437

E-Mail Address: brad.krogstad@kljeng.com

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase – Not Included

A1.02 Preliminary Design Phase

- A. See "Attachment 1 to Exhibit A" consisting of 14 pages and Exhibit A1.1, appended to this Exhibit.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the deliverables identified in Attachment 1.

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

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

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

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

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Authorization

- A. If authorized by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 - 1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing exhibits, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.
 - 2. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.

3. Preparation or revision of construction documents or design changes after the final design phase or during construction.
4. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
5. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
6. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
7. Redesign or rebidding services requested to meet the Owner's construction budget after approval of the Final Design phase of the Project.
8. Services resulting from Owner's request to modify previously approved deliverables or to evaluate additional solutions beyond those agreed to under Basic Services.
9. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
10. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
11. Services provided beyond the dates specified in the Owner's original schedule.
12. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner, Contractor, and other consultants in a format other than PDF, or paper copy.
13. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management, other than specified under Basic Services.
14. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of

materials, equipment, and labor; and audits or inventories required in connection with construction performed or furnished by Owner.

15. Furnishing services of Consultants for other than Basic Services.
16. Providing data or services that were to be provided by the Owner.
17. Services attributable to more prime construction Contractors than specified in under Basic Services
18. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
19. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
20. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof other than provided under Basic Services.
21. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items.
22. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
23. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
24. Modifying final approved design or digital files as may be required for Owner's or Contractor's use during construction.
25. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner (except as agreed to under Basic Services).
26. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources (other than provided under Basic Services).
27. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

28. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
29. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
30. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
31. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
32. Providing construction surveys and staking to enable Contractor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).
33. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
34. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
35. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Authorization*

- B. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after beginning the Bidding Phase of the Construction Documents in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Attending meetings requested by Owner or Contractor in addition to those specified under Basic Services.

4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
5. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
8. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.
9. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

KLJ ENGINEERING, LLC
SCOPE OF SERVICES
PRELIMINARY ENGINEERING, ENVIRONMENTAL DOCUMENTATION,
PUBLIC INVOLVEMENT AND SPECIAL IMPROVEMENT DISTRICT
MANDAN DOWNTOWN STREET IMPROVEMENTS
MANDAN PROJECT NO. 2019-08; SID NO. 236
PCN 24136

OBJECTIVE

The purpose of this Attachment 1 to Exhibit A is to describe the scope of work and responsibilities required to complete preliminary engineering, special improvement district (SID) creation, and environmental documentation. Services generally include topographic and boundary survey, property ownership research, preliminary engineering/reports, public involvement, and environmental documentation. Final plans and specifications and necessary bidding assistance are not included in the scope of work. The intent is to add these services after completion of the preliminary design phase and the final environmental document.

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

- The preliminary design project limits are as follows:
 - 1st Street NW: From 6th Ave NW to Collins Ave (aka ND 1806) (including intersections)
 - Avenues: 5th (1st-2nd); 4th (Main-2nd); 3rd (Main-2nd); 2nd (Main-2nd);
 - 2nd Street intersections – 5th Ave, 4th Ave, 3rd Ave, 2nd Ave, and 1st Ave
 - Alleys – limited survey and preliminary assessment
- It is assumed the environmental document will be completed and approved by the beginning of October.
- The final design will be scoped upon completion and acceptance of the environmental document. The final design will be split into three phases. See attached Exhibit A1.1 for the phase boundaries.
- Owner desires construction of Phase 1 to occur during the 2025 construction season.

Engineer's initial emphasis will be to complete tasks associated with SID creation and limit other efforts until after Owner determines whether the SID is likely, and if the project will proceed as currently intended. As such, the Engineer's work plan will generally follow the below sequence to minimize the Owner's initial commitment to the Engineer's compensation.

- Special Improvement District – expedite services required to begin the protest period as soon as practical. This will use the limited survey and conceptual design created in 2020, quantities created in 2023 with updated 2024 estimated unit costs, to create cost estimates to develop the preliminary engineering report required for the Owner to initiate the SID creation process.
- Update Right-of-Way and Preliminary Engineering, as necessary to assist with SID creation and environmental document.

- Environmental Document and Public Involvement – begin immediately and work with NDDOT to sequence approach to minimize efforts until after the Owner confirms the SID will move forward.

If, at any time during the performance of services described herein, the Owner determines that the SID will not be approved, the Owner may instruct the Engineer to suspend work in accordance with Paragraph 6.06 of the Agreement. If work is suspended, the Engineer will be available to assist the Owner as requested to evaluate alternatives, as an Additional Service, for the project moving forward.

PROJECT MANAGEMENT & COORDINATION

Project Management & Coordination

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

Status Reports and Progress Meetings (Every Three Weeks) (11 updates estimated)

The Engineer will meet with the Owner every three weeks to review and discuss the work performed in the current period, upcoming activities in the next period, a summary of project decisions, schedule concerns, and potential Additional Services. The Engineer will then submit to the Owner a status report after the meeting which will summarize the meeting and will include the Engineer's percent complete for key project activities. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time. The report shall include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.

Project Schedule

The schedule shown assumes agency review times of two weeks or less. The schedule will be reviewed and adjusted as necessary to incorporate changes in the work concept and progress to date. It is assumed that the project will be bid on February 7, 2025.

Preliminary Milestone Schedule		
Milestone	Date	Deliverables/Activities
Preliminary Design Contract Signed	3/21/2024	Agreement Scope/Fee
Kick-Off Meeting	3/28/2024	Internal and City Kick-Off Meetings
Solicitation of Views	4/18/2024	Mailing List Approved and SOV Letters Sent
Website Live	5/1/2024	Website on City server
Draft Geotechnical Report	5/1/2024	Draft Geotechnical Report (Terracon)
Final Geotechnical Report	5/15/2024	Final Geotechnical Report (Terracon)
Draft Traffic Operations Report	5/15/2024	Draft Traffic Operations Report
Pavement Design Report	5/22/2024	Pavement Design Report
Preliminary Typical Sections	5/22/2024	Preliminary Typical Sections Approved
Final Traffic Operations Report	6/5/2024	Final Traffic Operations Report
Office Wetland Delineation Report	6/5/2024	Office Wetland Delineation Report

Class I Literature Review	6/5/2024	Addendum to Class I Literature Review
ESA Consultation	6/5/2024	ESA Consultation
Preliminary Design (30%) and Exhibits	6/5/2024	Preliminary Plans ,Exhibits and PIM Ad
Meet with City and NDDOT (Virtual)	6/14/2024	Discuss Exhibits, Presentation, and Website
Send Public Input Meeting (PIM) Advertisement to Paper	6/14/2024	Advertisement for PIM submitted
PIM Notification	7/5/2024	Advertisement for PIM appears in Paper
Draft Press Release to NDDOT & City	7/5/2024	Draft Press Release
PIM Presentation Posted to Website	7/11/2024	Recorded Presentation on Website
Public Input Meeting	7/11/2024	Public Input Meeting Presentation
Presentation to City Commission	8/13/2024	Present SID to City Commission
Final Design & Bidding Engineering Amendment for Phase I Signed	8/16/2024	Agreement Scope/Fee
Draft Public Involvement Report (PIR)	8/28/2024	Draft Report
Draft Documented CATEX (DCE)	8/28/2024	Draft DCE
Receive DCE and PIR Comments	9/20/2024	Receive Comments from City and NDDOT
Final DCE and PIR	10/4/2024	Final DCE and PIR
PS&E	11/1/2024	PS&E Set
Phase I Plans Complete	11/22/2024	Final Plan Set ready for bid
Phase I Bid Opening	2/7/2025	Bid Opening

Project Kickoff / Field Review Meeting

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

Client Meetings

Outside of routine coordination with Mandan Engineering staff, Engineer's project team will meet with representatives from the Owner and NDDOT to discuss design and planning issues, scheduling, progress, and upcoming work. It is assumed that there will be a maximum of three (3) meetings, in addition to the regular status meetings, in an estimated 7-month period.

PRELIMINARY ENGINEERING

Pavement Design Report

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

Traffic Operations

The objective of the traffic study will be to evaluate the multimodal traffic operations and safety conditions of the 1st Street NW corridor in Mandan, ND between 6th Avenue NW to Collins Avenue under year 2024 and 2045 (21-year horizon) projected traffic volumes; identify any operational and/or safety issues and develop alternatives to mitigate the issues and meet multimodal traffic needs through 2045.

KLJ will complete Traffic Operations Report in accordance with the guidelines and provisions detailed in *North Dakota Traffic Operations Manual, Jan 2023*. The study area will be 1st Street NW between and including 6th Avenue NW to Collins Avenue.

The following intersections will be evaluated as part of this study:

Intersections

1. Collins Avenue (AWSC)
2. 1st Avenue (SSSC)
3. 2nd Avenue (AWSC)
4. 3rd Avenue (SSSC)
5. 4th Avenue (AWSC)
6. 5th Avenue (SSSC)
7. 6th Avenue (AWSC)

AWSC – All-way Stop Control

SSSC – Side Street Stop Control

Traffic Data Collection

Traffic counts, specifically Intersection Level Traffic Counts or Turning Movement Counts (TMCs), were collected in 2019 during the Bismarck Mandan Intersection Study facilitated by the Bismarck-Mandan Metropolitan Planning Organization (MPO). It is advisable to avoid utilizing traffic counts more than three years old in a new study. Considering the potential effects of the 2020 Covid pandemic on national travel patterns, it is recommended to collect updated traffic counts.

KLJ will collect traffic counts using traffic video cameras. Thirteen-hour counts will be required to fully evaluate traffic signal warrants. The traffic counts will cover a spectrum including automobiles, trucks, pedestrians, and, if feasible, non-motorized vehicles. Traffic counts at the intersection of 1st Street NW with 5th Avenue may not be required due to its low volumes.

KLJ will collect crash records from the past five years from NDDOT along with additional information that may contribute to the study.

Future Traffic Projections

For the purposes of traffic analysis, the approved 2045 Metropolitan Travel Demand Model (TDM) outputs will be used to forecast traffic.

KLJ will include a map showing the study intersections and a table comprised of:

- Base 2024-year peak hour counts
- Future 2045-year peak hour counts

Warrants

KLJ will assess Traffic Signal and Multi-way Stop Control Warrant Analyses for the base 2024 and future 2045 conditions for the study intersections.

KLJ will also analyze Left and Right turn lane warrants at the study intersections based on the guidelines documented in the *North Dakota Traffic Operations Manual, Jan 2023*.

KLJ will analyze the lighting warrants along the corridor.

Capacity Analysis

Intersection Operations Analyses will involve evaluating intersection levels of service (LOS) and 95th percentile queuing for vehicles using the methodologies documented in Highway Capacity Manual 7 (HCM 7) and Synchro 12 software for the Base 2024 and Future 2045 conditions.

The NDDOT guidance is to meet or exceed an overall LOS D under 20-year projected vehicular traffic, though exceptions are made in certain cases.

KLJ will analyze AM, and PM Peak hour intersection operations.

Mitigation Analysis

If traffic operational issues are identified during the analysis, potential mitigation strategies will be developed and evaluated.

KLJ will provide up to two mitigation alternatives per study intersection. It is anticipated that the alternatives will include one with bulb-outs and one without.

KLJ will provide recommendations for pedestrian, bicycle, parking and transit facilities along the corridor based on previously completed study recommendations and industry best practices. KLJ expects to analyze a “Do Nothing” (angled parking), parallel parking with bike facilities, and a hybrid of parallel and angled parking.

Traffic Operations Report

KLJ will prepare a corridor study report that documents the methodology and the results from the study, including the possible recommendations to mitigate identified transportation deficiencies. The report shall incorporate some of the information outlined within the *North Dakota Traffic Operations Manual*. The report will include maps to describe and discuss the findings of the study.

A draft Corridor Study Report will be submitted to the City. It is assumed that the City and the NDDOT will review and provide comments within two weeks. The final Corridor Study Report will be submitted within one week of receiving comments from the City and the NDDOT.

Preliminary Intersection Geometry

The Engineer will review the existing intersections and determine if existing bulb-outs should remain in place with repairs, be reconstructed, or in cases where a bulb-out doesn't exist (5th Avenue) determine if they should be added.

Storm Water Report and Prelim Layout

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

Lighting Analysis

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

- This roadway project will utilize the same “Acorn” light standard, as described below, included in the Mandan Main Street project and potentially keep the existing overhead street lighting fixtures depending on the roadway configuration selected.
 - Luminaire = PEMCCO Sentinel Glass with Opti-FLUX LED Luminaire (64W, 4K, Type III distribution, 12' height)

Utilities

The Engineer will compile a list of existing utility permits within the corridor and within the 200 foot jurisdictional area. It is assumed that the Owner has access to existing permits and will provide them to the Engineer.

If a utility within an easement is anticipated to be impacted, the Engineer will obtain copies of the easements to help verify the property rights of the Utility Company.

A Subsurface Utility Engineering (SUE) Quality Level B “Designating” is anticipated. (See the Survey and Mapping section of this scope.)

The Engineer will coordinate the work of this project with the Owner and private utilities within the project corridor.

- Private utilities will be notified of the upcoming project, using the NDDOT Utility Manual as a guide, and will be encouraged to conduct infrastructure improvement concurrently. Coordination will continue through the environmental documentation phase of the project with preliminary utility coordination exhibits and a table for identifying encounters and potential resolutions. The exhibits will include preliminary encounter-level designations.

- If Special Lands or Special Utilities are identified and Federal involvement is necessary, it will be addressed as an Additional Service.
- Review Owner provided CCTV videos of the sanitary sewer.
- Engineer will review inspection footage and make recommendations for the sanitary sewers to Owner.

Streetscape/Landscape Architecture

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

The preliminary design will be based off the following assumptions:

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

Preliminary Design (30%)

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

- Roadway horizontal and vertical alignments
- Typical sections
- Intersection layout and control measure demarcation
- Pedestrian facilities plan view

Preliminary Right of Way Limits

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

Opinion of Probable Construction Cost

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

Geotechnical Report

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

ENVIRONMENTAL DOCUMENT***Purpose & Need***

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

Alternatives Analysis

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

Section 4(f) Evaluation

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

Draft Documented CATEX – Preparation, Distribution, Review

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

Revisions to the Draft Documented CATEX

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

Prepare & Submit Final Documented CATEX

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

Office Wetland Delineation

KLJ completed an office wetland delineation and report of the project in 2020 and in accordance with the USACE 1987 Wetland Delineation Manual, as well as the NDDOT Design Manual - Chapter II – Section IV: “Wetlands, Vegetation and Environmental Permitting”. KLJ will review the previous report and revise where necessary. The report will be submitted to the US Army Corps of Engineers for review and concurrence.

Cultural Resources

A Class I Literature Review was submitted in July 2020. If requested from the NDDOT and/or NDSHPO KLJ will create an updated addendum to this previous Class I report. If requested from NDDOT and/or NDSHPO a Class III Cultural Resource (including architectural resources) Inventory of a defined APE will be conducted as an Additional Service.

Endangered Species Act Consultation

Engineer will complete an inquiry of the US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online tool to identify potential threatened, endangered, proposed, and candidate species and well as proposed and final designated critical habitat that may occur within the project boundary. Engineer will be available to represent the Owner in consulting with the USFWS as an Additional Service, if it's determined that the project and associated actions “may affect” listed species or critical habitat.

PUBLIC INVOLVEMENT

Mailing List

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

Solicitation of Views

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

Project Website

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

City Commission Presentation

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

Direct Mail

Prepare and distribute notices for one public meeting to affected or potentially affected landowners, businesses, organizations and local government officials. Direct mailings will be sent to residents in adjacent properties along the corridor. The purpose of the notice is to announce the upcoming public meeting, keep interested parties apprised of developments in the study area, identify key project milestones, provide an opportunity to comment, and indicate who to contact with questions. The notice will be sent out approximately seven (7) to fourteen (14) days prior to the meetings.

News Media

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

Public Input Meeting

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

Public Involvement Report (PIR)

KLJ will complete a public involvement report (PIR). The Public Involvement Report should include the following: when and where it was held; affidavit of publication including a copy of the Public Hearing Legal Display Advertisement; Press Release including a copy of the email distribution from Communications Division; an explanation of the Public Meeting(s); a copy of any handouts; a copy of the exhibits presented; the video script (if video was used); Power Point slides; a copy of the roster; transcript; a copy of all comments received and responses provided; and any other information about the Public Meeting(s).

Focus Groups

Although there won't be Focus Groups for this project, the Engineer will reach out to the Mandan Progress Organization to inform them of progress. The Engineer will review the Scope and Project Concepts with the Mandan Progress Organization before recommendations are taken to larger public meetings or the Commission.

SURVEY AND MAPPING

Topographic and Boundary Survey

The Engineer will utilize the preliminary ground survey of reconstruction project limits to include associated site contours, existing surfaces, known subsurface features, utilities and right-of-way (ROW) limits and adjacent property boundaries that were completed in 2020. Survey tasks will include:

- Primary control survey
 - Develop line of site location between all survey control on 1st Street and all avenues.
 - Run a level loop through the control to verify vertical accuracy is achieved.
 - Set additional control points off site for use during construction phase.
- Property research
 - Review recorded documents to assist with developing property boundaries.
- Boundary survey
 - The ROW survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing ROW and decide if ROW acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.
- Topographic survey- Streets
 - This work has been mostly completed but it will require pickup survey to finalize.
- Topographic survey-Alleys (limited survey)
 - This work has been mostly completed but it will require pickup survey to finalize.
- One-Call survey
 - Survey private utilities located by the North Dakota One Call Services. SUE Quality Level B (QL-B), per the NDDOT October 2023 Utility Manual, is anticipated. If a higher SUE level is required, it will be addressed as Additional Services.
- Sanitary sewer survey
 - As-built manholes, cleanouts, and pipe sizes. (no as-builts available)
- Storm sewer survey
 - Survey manholes, inlets, and pipe sizes in existing as-built drawings.
- Water main survey
 - Survey gate valve and hydrants and use existing as-built drawings for watermain depth.

The survey is based off the following assumptions:

- The intent of this survey is to obtain information adequate for preliminary design purposes, and to assist with developing the scope for final design and construction. Engineer and Owner understand that additional survey will be likely for final design and ROW acquisition purposes. Survey will generally occur between back-of-sidewalk and back-of-sidewalk. Building corners and finish floor elevations will only be measured if adjacent to ROW.
- All sidewalks and curb lines have been cleared of snow by Owner. If winter conditions require additional time and create inefficiencies, Engineer will promptly notify Owner in writing of the need for additional survey time.

- Manholes, valves, etc. that are stuck to the rim and not able to be removed with a pick will be identified and opened by Owner.
- Water and storm sewer utilities will be based off record drawings from project SU-1-988(007)018, dated 1998.

Base Drawing Preparation

Create a base drawing depicting parcels, topographic survey data, and record drawing information provided by Owner and other utility owners.

Water Service Evaluation

Document existing water services to commercial buildings within the project limits that will receive a new water service. The Owner shall provide record of the existing service sizes and material. The Engineer will plan to provide a 6" water service to each building for fire suppression needs. A domestic service will also be provided to each building. The City Fire and Engineering Departments will determine if the City water system has enough capacity to support fire suppression measures for each building and recommend increased water main and service sizes to the Engineer as necessary in support of future fire suppression needs.

RIGHT OF WAY

Landowner List

Owner will provide an updated landowner list and the Engineer will maintain and manage the list which will be a repository for all individual landowner information for each parcel of land impacted by the project. The data, will include, but is not limited to: landowner name(s), tax identification number(s), address(s), legal description(s), parcel dimensions and area, phone number(s), and email address(s). To facilitate this process, the Engineer will send the Owner the previously calculated SID boundary limits.

Tract Ownership Report

Update research performed in 2020. Perform research through Morton County GIS, online resources, and personal investigation at the Morton County Courthouse. The research includes verifying and printing of the last deed of record to determine ownership for approximately 125 parcels within the identified project area. Copies of all documents will be delivered to the Owner as part of the report.

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

SPECIAL IMPROVEMENT DISTRICT

Update 2020 preliminary SID map and assist with the Owner's forming of a final SID. Determine whether it will be one (1) SID or separate SIDs for each phase that will pay for portions of project construction and related costs. Owner's responsibilities associated with SID creation are defined in Exhibit B.

Engineer's services include:

- Landowner research—Assist the Owner to establish the district boundary. Obtain ownership data defined in the right-of-way tasks below.
- Exhibits—Update overall exhibits depicting improvements, which were initially created in 2020. These exhibits will be used for public hearings and district creation documents. Engineer's scope and fee assumes creating individual exhibits for each property will not be required, and landowner notifications will include an overall map.
- Opinion of Cost – Update opinion of total probable construction cost summary, last updated in early 2023, for items selected by the Owner to be included in the SID. Owner will determine the cost of bond issuance and other SID-related costs not related to the Engineer's fees and opinion of probable construction cost. Assuming an iterative process for SID creation, complete up to two (2) iterations of opinion of probable construction cost. Owner will be responsible for evaluating and verifying lot sizes, for determining the method of assessment and for calculating the final per lot assessment amount.
- PER - Prepare a preliminary engineering report (PER) according to North Dakota Century Code.
- Submit drafts of the above deliverables for the Owner's review and comment and revise one time after initial review by the Owner.
- Landowner notification—Assist the Owner by providing a draft letter with exhibits and costs. Owner will be responsible for sending individual letters.
- Public hearing—Prepare exhibits for up to two assessment alternatives and attend a public hearing required for SID creation.
- Attend up to three (3) staff, City Council, public hearings or other meetings related to the SID creation process. Owner will be the primary contact for individual meetings with parcel owners, and the Engineer will assist with exhibits or estimates for up to five property owners.

DELIVERABLES PROVIDED BY ENGINEER

- Progress reports at two (2) week intervals
- Project schedule with milestone dates for key activities
- Minutes for project meetings
- Public Involvement Report
- Prepare, assemble, distribute, present and review the Draft/Final Documented CATEX.
- Record of conversations with landowners, public, news media, agencies, and utility companies
- Report of ownership - last deed of record
- Direct mail notices, news releases, exhibits, materials and reports for Field Review and Public Meetings
- Class I Cultural Resource Survey Report
- Preliminary topographic and boundary survey
- Survey/documentation of ROW encroachments
- Pavement thickness design & report
- Analysis of Owner utilities (water/sanitary)
- Geotechnical evaluation & recommendation (Subconsultant)
- Preliminary lighting report and analysis
- Preliminary engineering report for SID creation
- Traffic operations analysis & report

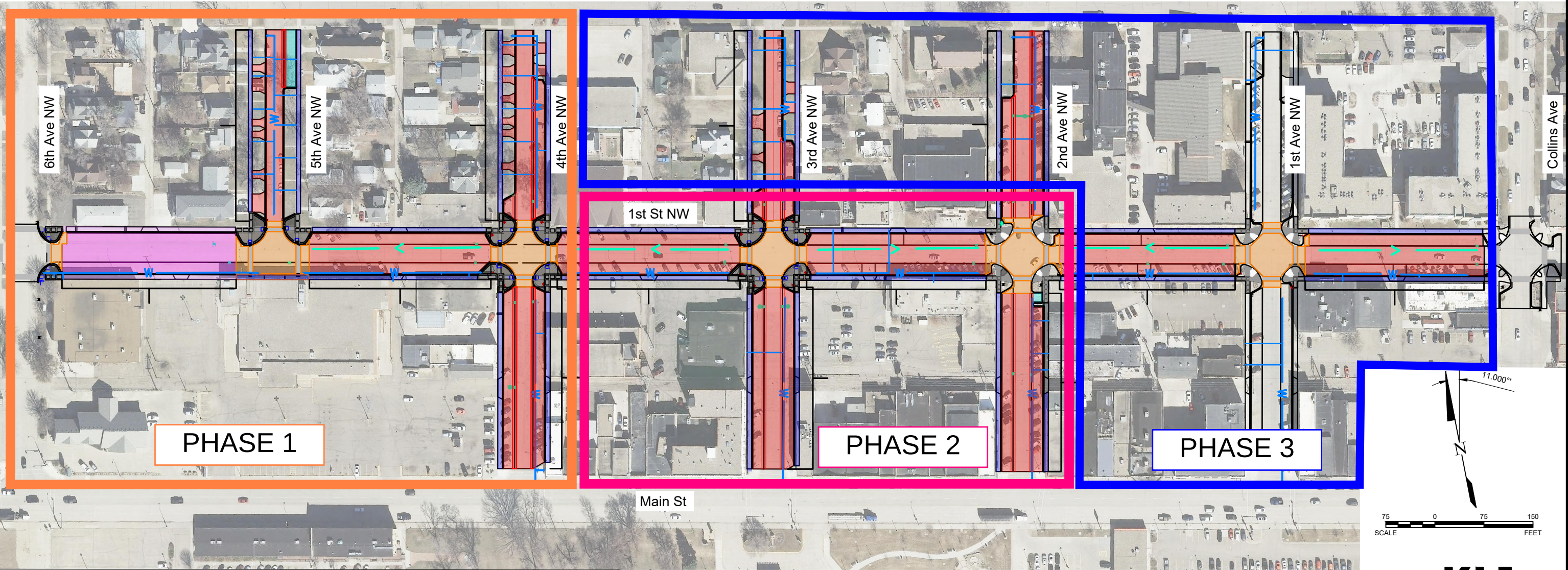
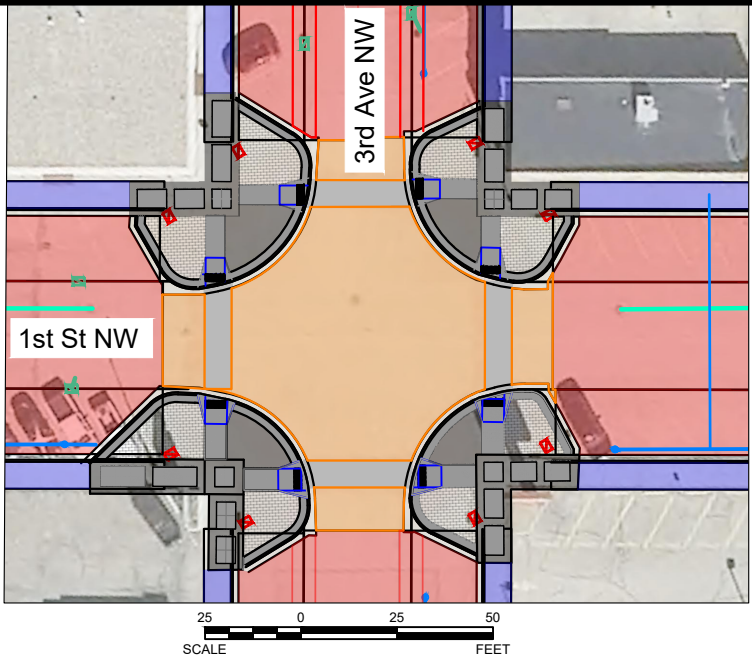
SERVICES NOT INCLUDED IN THIS SCOPE

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

3/14/24
EXHIBIT A1.1

UGP-1-988(045) PCN 22551
SID 217 Estimate Exhibit
PER BLOCK PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST
01/10/2023

- CPR
- Intersection CPR
- Concrete Pavement



PRELIMINARY - NOT FOR CONSTRUCTION



This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

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

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations (except as provided in Exhibit A); drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas (except as provided in Exhibit A).
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the public meetings, pre-bid conference (if any), bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Pay for any application, submittal, review, or permit fees required for approval of Engineer's work.

Exhibit B – Owner's Responsibilities

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U. Perform or provide the following:

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

This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times the Engineer’s NDDOT Audited Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. The total compensation for services under Paragraph C2.01 is estimated to be **\$447,220.00** based on the following estimated distribution of compensation:

a. Preliminary Design Phase	\$447,220.00
b. Final Design Phase	By amendment
c. Bidding Phase	By amendment
d. Construction Phase	By amendment
e. Post-Construction Phase	By amendment
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered. See also C2.03.C.2 below.
 5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants' charges.

6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses including but not limited to the following: review fees, recording fees, recorded document download fees, transportation, lodging, and subsistence incidental thereto; and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

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

convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
- E. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-2 is conditioned on a period of service not exceeding the time frame schedule listed in Exhibit A for each Phase. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times the Engineer's NDDOT Audited Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the Engineer's NDDOT Audited Hourly Rates.
 2. Reimbursable Expenses including but not limited to: review fees, recording fees, recorded document download fees transportation, lodging, and subsistence incidental thereto; courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of March 1) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

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

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

Insurance

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

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) 2General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
 - f. Professional Liability --
 - 1) Each Claim Made \$5,000,000
 - 2) Annual Aggregate \$5,000,000
 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

Limitations of Liability

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

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members,

partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

KLJ Project # 1904-02191

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: March 5, 2024

Owner: City of Mandan

Engineer: KLJ Engineering, LLC

Project: Mandan Downtown Street Improvements

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

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

Description of Modifications:

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

Agreement Summary:

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

Exhibit K – Amendment to Owner-Engineer Agreement.

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

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

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

OWNER: City of Mandan

ENGINEER: KLJ Engineering LLC

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____