

AGENDA
MANDAN CITY COMMISSION
FEBRUARY 5, 2013
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners and Department Heads.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the following minutes:
 - i. January 8, 2013 – Regular Board Meeting
 - ii. January 15, 2013 – Regular Board Meeting
- E. PUBLIC HEARING:
1. Public Hearing to consider a 5-Year tax exemption (Tier 2) for VisTec Industrial Services, Inc. (See New Business No. 1)
- F. BIDS:
1. Consider award of bid for Skid Steer Loader for WTP.
- G. CONSENT AGENDA:
1. Consider proclaiming May 18, 2013 as National Kids to Parks Day in the City of Mandan.
 2. Consider confirmation of special assessments for Street Improvement District #159, Street Improvement District #153-Area A, Street Improvement District #158, and Water & Sewer Improvement District #55.
 3. Consider out of state travel authorization for Waste Water Treatment Plant Superintendent.
 4. Consider for approval the final plat of Plainview Heights 14th Addition.
 5. Consider for approval the final plat of School District 6th Addition.
 6. Consider entering into an Engineering agreement with AE2S for 2013 Phase II Optimization Improvements.
 7. Consider stock redemption agreement Grizella Corporation
 8. Consider the following exemptions/abatements:
 - i. 2-year Exemptions:
 - a) Eric Stenson
 - b) Ivan Graf
 - c) Charles Marohl

*Agenda
Mandan City Commission
February 5, 2013
Page 2 of 3*

- d) Desri Neether
- ii. Homestead Credit Exemptions:
 - a) Jacob Hertz
 - b) Margaret Schmidt
 - c) Russell Metz
- iii. Disabled Veteran Exemption Abatements:
 - a) Bruce Armstrong
 - b) Gabe Hoggarth
 - c) Duane Wilhelm
- iv. Wheelchair Exemption Abatement:
 - a) Francis Herauf
- v. Reduction in Structure Value:
 - a) Dallas Quamme
- 9. Consider approval of Special Sunday openings for Mandan Eagles.

H. OLD BUSINESS:

- 1. Consider "Public Communications" statement

I. NEW BUSINESS:

- 1. Consider Growth Fund Committee recommendation on property tax exemption application by VisTec Industrial Services, 2001 Third St SE, Suite B
- 2. Consider multi-family housing policy
- 3. Discussion related to terms on various committees
- 4. Consider participation in cost sharing housing study
- 5. Consider sponsoring safe routes to school grant application

J. RESOLUTIONS AND ORDINANCES:

- 1. *Consider second consideration and final passage of Ordinance 1141, An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S2-T138N-R81W).*
- 2. *Consider second consideration and final passage of Ordinance 1142, An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S3-T138N-R81W).*
- 3. *Consider second consideration and final passage of Ordinance 1140, An Ordinance to Amend and Re-enact Section 12-02-04.1 (2) of the Mandan Code of Ordinances Relating to Winery or Brewery License.*
- 4. Consider for approval the Resolution amending fees and charges administered by the Public Works Department.

K. OTHER BUSINESS:

*Agenda
Mandan City Commission
February 5, 2013
Page 3 of 3*

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. February 19, 2013 – 5:00 p.m.
2. March 5, 2013
3. March 19, 2013

M. ADJOURN

Departmental planning meeting will be held the Monday prior to the Commission meeting, all Commissioners are invited, noon, former Morton County Library Room. Please notify the city administrator by 8:30 a.m. that Monday if you plan on attending. If more than two commissioners plan on attending, proper public notice must be given.

(Page intentionally left blank)

The Mandan City Commission met in regular session at 5:30 p.m. on January 8, 2013 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota.

Commissioners present were Van Beek, Tibke, Rohr, Frank, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Fire Chief Nardello, Business Development and Communications Director Huber, Engineering Project Manager Kim Fettig, and City Assessor Barta. Absent: Director of Public Works Wright.

MINUTES:

1. Consider approval of the following minutes from the Board of City Commission meeting held on December 18, 2012 - regular meeting. Commissioner Tibke moved to approve the minutes of the December 18, 2012 regular meeting. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

PUBLIC HEARING:

1. Consider approval of Riverwood Commercial Park 3rd Zone Change. (First consideration of ordinance #1139). Engineering Project Manager Fettig reviewed with the Board a request from Riverwood Commercial Park Addition and Lot 3, Block 2, Riverwood Commercial Park First Addition for a change of zoning from MB (Heavy Industrial / Heavy Commercial) to MA (Light Non-Nuisance Industrial / Heavy Commercial). The request was approved by the Planning and Zoning Commission on December 19, 2012. The reason for the zone change is to address the set back with MA. There is no front set back. With the MB they are required to have a 50 ft. set back.

Mayor Van Beek announced this is a public hearing for approval of Riverwood Commercial Park 3rd Zone Change (First consideration of ordinance #1139) and invited comments from the public. A second announcement was made to invite comments from the public. Steve Thilmony, one of the developers, came forward and stated that he is available to answer questions regarding the project. There were no other comments. This portion of the public hearing was closed.

BIDS:

1. Consider the bid for Street Improvement District 163 Project # 2012-01, Water and Sewer Improvement District 61 Project# 2012-24 and Storm Sewer District 32 Project 2012-23. (Sunset Drive NW). Engineering Project Manager Fettig reviewed the bid for Street Improvement District 163 Project #2012-01. She stated the Engineer’s Office recommended rejecting the bid. Fettig mentioned that the total bid for all the work was 8% under the Engineer’s estimate; however, there are 3 separate Special Assessment Districts (Street, Storm Sewer, and Water & Sanitary Sewer). According to NDCC 40-22-29, before adopting or rejecting any bid filed under the provisions of this chapter the governing body shall require the engineer for the municipality to make a careful and detailed statement of the estimated cost of the work for which proposals were advertised under section 40-22-19. The governing body may not award the contract to any bidder if the engineer’s estimate prepared pursuant to this section exceeds the engineer’s estimate of the cost of the work prepared pursuant to subsection 1 of section 40-22-10 by 40% or

more. As a result the bid for water and sanitary sewer portion of this project exceeded this statutory limitation by 8% (48% vs. 40%).

Commissioner Frank moved to reject the bid for Street Improvement District 163 Project # 2012-01, Water and Sewer Improvement District 61 Project# 2012-24 and Storm Sewer District 32 Project 2012-23. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

CONSENT AGENDA:

1. *Consider authorizing a work change order on Street Improvement District No. 173, Project No. 2012-14 (Meadow's 5th Addition).* The Board approved of authorizing a work change order on Street Improvement District No. 173, Project No. 2012-14 (Meadow's 5th Addition).

2. *Consider authorizing a work change order on Street Improvement District No. 174, Project No. 2012-16 (Plainview Heights 13th Addition).* The Board approved of authorizing a work change order on Street Improvement District No. 174, Project No. 2012-16 (Plainview Heights 13th Addition).

3. *Consider approval of street name Douglas Lane SE changed to Verity Lane SE. (First consideration of ordinance 1138)(Resolutions and Ordinances: No. 3).* The Board approved of the street name Douglas Lane SE change to Verity Lane SE.

4. *Consider confirmation of special assessments for Storm Sewer Improvement District #28, Street Improvement District #155-Area A, Street Improvement District #155-Area B, Street Improvement District #156-Area A, Street Improvement District #156-Area B, Street Improvement District #156-Area C, Street Improvement District #162, and Water & Sewer Improvement District #57.* The Board confirmed special assessments for Storm Sewer Improvement District #28, Street Improvement District #155-Area A, Street Improvement District #155-Area B, Street Improvement District #156-Area A, Street Improvement District #156-Area B, Street Improvement District #156-Area C, Street Improvement District #162, and Water & Sewer Improvement District #57.

5. *Consider amendment to Cost Participation & Maintenance Agreement with ND Dept. of Transportation for micro-surfacing Memorial Highway.* The Board approved the amendment to Cost Participation & Maintenance Agreement with ND Dept. of Transportation for micro-surfacing Memorial Highway.

6. *Consider annual leave carryover allowance for Planning & Engineering Project Manager Fettig.* The Board approved of the annual leave carryover allowance for Planning & Engineering Project Manager Fettig.

7. *Consider re-appointment to Renaissance Zone Committee.* The Board approved of the re-appointment to Renaissance Zone Committee.

8. *Consider the following abatements:*

i. *Quinn Messer – New Construction & Veteran's Exemption*

ii. *Todd Brady – New Construction Exemption*

iii. *Boilermakers Lodge 647 – Nonprofit Lodge Exemption*

iv. *Barry Koch – New Construction Exemption*

v. *Basin Electric Power Co. – Subject to "in lieu" Taxes*

-
- vi. *Esther Rasch – Blind Exemption*
 - vii. *Steve Mariner – Reduction in Land Value*
 - viii. *Steve Barreth – Reduction in Structure Value*
 - ix. *Carol Jorgenson – Reduction in Structure Value*
 - x. *Richard Tentis – Reduction in Structure Value*
 - xi. *Jeff & Tara Hatzenbuhler – Disabled Veteran’s Exemption*
 - xii. *Roger Cahoon – True & Full Value*
 - xiii. *Mike & Kari Hatzenbuhler – Correction in Assessment Value*
 - xiiii. *Curtiss Kovash – Correction in Assessment Value*
 - xiv. *Loretta Joerz – Homestead Credit Exemption*
 - xvi. *Kevin Trehus – Homestead Credit Exemption*
 - xvii. *Mary Kaye Mann – Reduction in Structure Value*

The Board approved of the abatements listed.

Commissioner Tibke moved to approve the Consent Agenda as presented. Commissioner Braun seconded the motion. Commissioner Frank stated she had a call from a resident regarding a confirmation of a special assessment. She indicated she wants to make the public aware of the resources if they do have questions regarding a special assessment. The City department heads and City Administrator are available to answer any questions regarding assessments. City Administrator Neubauer stated that the process would be to call or send an email to the City Administrator’s office. The future plan is to have all the maps out on the website for residents to research and navigate on their own should they choose to do so.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

OLD BUSINESS:

1. *Consider proposals for redevelopment of city-owned property at corner of Collins Ave & Main Street.* Mayor Van Beek referred to the information previously distributed to the Board members along with updated offers from the two entities interested in the property, BNC National Bank and Dakota Commercial. He suggested resolving this matter.

Commissioner Rohr commented that the BNC Bank proposal of paying the full price for the property with no incentives requested is appealing to him, while commenting that he thought the design of the bank building would make a nice addition to that area. As to the apartment complex proposal, he stated that the taxation value would be welcomed as well. He commented that he anticipates parking problems with the apartment complex and having to deal with those issues will most likely be ongoing. He mentioned that he found out that another bank may be going into the Iverson Building. Thus he is not sure having banks caddy-corner to each other would be advisable. He stated that he sees pros and cons of each interested party and that it will depend on what the decision is to do with the downtown area: business/commercial vs. residents living in the downtown area.

Commissioner Tibke inquired about the retail space currently available in downtown Mandan. Business Development & Communications Director Huber replied that that information is not tracked on a total square foot basis. There is more property being sold and leased at this time. However, it would take research to come up with the retail space currently available.

Commissioner Frank commented that the No. 1 concern for the Bismarck-Mandan community is housing. We need to keep in mind how to address that as well as the ability to operate businesses. Mandan is in a unique position to claim a downtown that Bismarck would like to have. Having that housing component is conducive to downtown Mandan. She agrees with Commissioner Rohr that a decision has to be made as to what downtown should look and feel like based on the resident expectations. Her perspective is to have further discussion with Dakota Commercial.

Mayor Van Beek reviewed the two projects:

1. BNC National Bank
2. Dakota Commercial that will have a main floor commercial business and the 2nd and 3rd floors will be apartments for rent.

Commissioner Rohr commented that one consideration to remember is that Dakota Commercial will not start building until they have a tenant on the first floor. Thus we do not want the project held up for a long time. He recommends that strong stipulations be in place if the City approves of this project. Development Director Huber stated that Kevin Ritterman indicated that if the Commission chose this project, consideration would be given for a six-month limitation in the agreement for a tenant or occupant for the main floor commercial space.

Commissioner Rohr questioned Chief Bullinger regarding the downtown parking issues, whether an apartment complex was built there; how would that affect the parking situation in that area? Chief Bullinger replied that it would create problems for the Police Department because of the need for parking space downtown right now. There would be approximately 20-24 parking spaces east of the fire department that could be utilized. However, parking spaces would have to be found for those residents living in the apartment complex. Commissioner Frank commented that parking has always been and always will be a concern. Tenants and apartment residents will have to make decisions on parking options. Business Development Director Huber stated she is not aware of any parking on the south side of the street. She noted that in the proposal that was issued there was a summary of the parking situation on this property. There would be parking spaces available for rent in the Fire Department Parking lot. She noted that the developer has expressed willingness to offer on-site parking (approximately 13 spaces) and there are several 90-minute on-street parking spaces in that area. Huber reviewed other potential parking spaces that may be available or become available in the future.

Mayor Van Beek reviewed the Dakota Commercial proposal: To purchase the land for \$1.00 per square foot, or \$16,250, request Renaissance Zone exemptions for 5 years on the commercial portion (1/3 of the project) and a two-year 100% exemption on the

housing component (2/3 of the project) with construction to commence when a main floor tenant is secured.

Mayor Van Beek asked for further comments or questions, or a motion. Commissioner Frank motioned to move forward with a development agreement for the Dakota Commercial proposal and directed city staff to prepare a draft contract. Commissioner Tibke seconded the motion.

Carla Barrios, a Mandan resident came forward to comment. She stated she is confused why this is such a hard decision. She indicated that there is a mixed use building one block down from this property and that building has never had a commercial resident in it yet. How will they find one for this building when they have not had one for the other building? If they find a commercial resident – put them in the other building. She mentioned that the city has an interested party who wants to come in and pay the price for the land, pay taxes, hire 15 people plus plans for future jobs and development planned for the north and south sides of Mandan. She requested the Commission present their long term plans and the vision for Mandan's future. Barrios said that it is her opinion that Mandan residents want local control over the community decisions and that it is not necessary to bring in consultants costing the city \$100,000 to do a study on high density. She indicated she would favor BNC Bank as the entity to be granted this property.

Commissioner Frank commented that when it comes to that space there is some concern with Dakota Commercial vacancy in the building but there is vacancy throughout downtown Mandan. She pointed out that one of the commercial spaces is being rented and there is still some square footage available in that building. Development Director Huber stated that approximately half of the commercial space on the main floor is available and half has been leased to Morton County Parole and Probation through the state. There has been interest in the other half of the space and the landlord is searching for a long term quality tenant for that space. Commissioner Frank commented that she believes Barrios was alluding to Measure No. 2 and Commissioner Frank stated that as a commission local contact has been a practice and will continue to be a factor in addressing the needs of the Mandan residents. For clarification, Stantec Consultants is not an international company, it is located in Minnesota and they have an understanding of what North Dakotans want. Commissioner Rohr commented that he believes by staying in contact with citizens it is important to make sure the Commission has an idea as to which direction the citizens want to go. He stated that some decisions are easier to make than others. City Administrator Neubauer indicated that there has not been a formal contract with Stantec and they have not been involved in any of these decisions in any shape or form.

Jason Arenz, a Mandan city resident who serves as a Commissioner on the Mandan Park District, came forward to speak. He is a representative of BNC Bank and stated that at the last meeting BNC Bank presented the cash analysis, cash flow, etc. and the benefit is that the property goes back on the tax role. As a comparison, Dakota Commercial is looking at a 35-year break even project. That is not a financially correct decision. As a point of clarification, Bismarck banks are right across from each other. On a personal

note, downtown apartments do not belong on Main Street. He stated that BNC attempted to present a two or three floor building but that would not have been financially logical. He expressed a thank you to the city staff for the decisions they are making on behalf of the residents of Mandan.

Commissioner Tibke clarified that since 2003 the City has been following the URS study and part of that study was to build housing in downtown Mandan. She is hoping that by adding resident housing to downtown Mandan that will attract businesses and restaurants to that area as well. She addressed the fiscal impact that utilizing only revenue from the sale of property and potential property tax (current mill levies) revenue from both projects as proposed, BNC project value utilized is \$1M and Dakota Commercial \$3M (1/3 commercial and 2/3 residential):

	BNC	Dakota Commercial
5 yr.	\$261,000	\$39,404
10 yr.	\$359,500	\$413,701
15 yr.	\$458,000	\$709,201
20 yr.	\$556,500	\$1,004,701

Commissioner Tibke stated that after review of the numbers she will make a decision based on what is best for the Mandan residents in the long term.

Roll call vote: Commissioner Rohr: No; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

NEW BUSINESS:

RESOLUTIONS & ORDINANCES:

1. Consider second consideration and final passage of Ordinance No.1136 Zone Change for Christianson’s 1st Addition – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map. Commissioner Frank moved to approve the second consideration and final passage of Ordinance No.1136 Zone Change for Christianson’s 1st Addition – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.

Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. Consider second consideration and final passage of Ordinance 1137, An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S21-T139N-R81W). Commissioner Tibke moved to approve the second consideration and final passage of Ordinance 1137, An ordinance annexing certain adjoining lands to the City of

Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S21-T139N-R81W).

Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider first consideration of Ordinance No.1138 to change street name Douglas Lane SE to Verity Lane SE. –An Ordinance changing the name of certain street or parts thereof situated within the City of Mandan, Morton County, North Dakota.*

Commissioner Tibke moved to approve the first consideration of Ordinance No.1138 to change street name Douglas Lane SE to Verity Lane SE. –An Ordinance changing the name of certain street or parts thereof situated within the City of Mandan, Morton County, North Dakota.

Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider first consideration of Ordinance No.1139 Zone Change for Riverwood Commercial Park 3rd Addition – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map*

Commissioner Rohr moved to approve the first consideration of Ordinance No.1139 Zone Change for Riverwood Commercial Park 3rd Addition for a change of zoning from MB (Heavy Industrial / Heavy Commercial) to MA (Light Non-Nuisance Industrial / Heavy Commercial). An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.

Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

OTHER BUSINESS:

1. An unidentified Mandan City resident came forward to talk about a concern she has with the increase in special assessments for properties. She was told by a city staff member that there is no budget to maintain streets and that it is all done on special assessments. What are the short term goals to help residents now?

Commissioner Rohr replied that he holds the Street Maintenance portfolio and there has been some reluctance in the past in having a good maintenance program. However, sometimes there are some roadways that qualify for both state and federal monies and the city has to then follow those respective plans. He explained it is difficult to plan a budget and then have to designate what areas get attention. He encouraged the resident to contact him for additional information if needed.

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the regular meeting at 6:35 p.m. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners

The Mandan City Commission met in regular session at 5:30 p.m. on January 15, 2013 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Frank, and Braun. Department Heads present were: Finance Director Welch, Police Chief Bullinger, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development and Communications Director Huber, Engineering Project Manager Kim Fettig, and City Assessor Barta. Absent: City Attorney Brown.

MINUTES:

PUBLIC HEARING:

BIDS:

1. *Consider award of bids for replacement of outdoor warning system.* Fire Chief Nardello presented a request to consider the awarding of bids for the replacement of the outdoor warning system. The specifications and advertisement of bids were approved by the Board at the November 20, 2012 meeting. The bids were opened on January 7, 2013 and there were 5 bids received. The low bid was submitted by Federal Signal in the amount of \$110,216. There was one bid received that was \$216 lower than this bid; however, there were problems with the bid proposal so it did not meet the specifications. Nardello stated there are sufficient funds available in the budget to cover the cost. He provided a map of the area that will be included in the coverage with the updated siren alarm system which will cover over 95% of the City of Mandan. Chief Nardello recommended approval of awarding the bid to Federal Signal in the amount of \$110,216. He indicated that in addition to sirens, other warning systems that are in place include the Reverse 9-1-1 System in which approximately 8 phone lines are needed to put warnings out to the entire city. However, this is not enough time for a severe weather warning. Also there are the media, telephone apps, etc. available. Commissioner Rohr stated that police car sirens will also be used as a way of alerting citizens in areas that need additional siren coverage.

Commissioner Frank motioned to approve the award of bids for replacement of outdoor warning system to Federal Signal in the amount of \$110,216.

Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

CONSENT AGENDA:

1. *Consider approval of monthly bills.* The Board approved of the monthly bills.
2. *Consider approval of the pledge of securities reports required by NDCC 21-04.* The Board approved of the pledge of securities reports required by NDCC 21-04.
3. *Consider authorization of advertisement for the public sale of a 1989 fire truck.* The Board approved of the authorization of advertisement for the public sale of a 1989 fire truck.

-
4. *Consider games of chance for Marauder Boosters at Midway Lanes on January 19, 2013.* The Board approved of games of chance for Marauder Boosters at Midway Lanes on January 19, 2013.
 5. *Consider the annexation of a tract of land owned by Eddy Mitzel, being a portion of the SW ¼ of Section 2, Township 138N, Range 81W. (First consideration of ordinance #1141).* The Board approved of the annexation of a tract of land owned by Eddy Mitzel, being a portion of the SW ¼ of Section 2, Township 138N, Range 81W. (First consideration of ordinance #1141).
 6. *Consider the annexation of a tract of land owned by Risto Mackovski, being Gov't Lot 2 of the NW ¼ of the NE ¼ and part of the SW ¼ of the NE ¼ of Section 3, Township 138N, Range 81W. (First consideration of ordinance #1142).* The Board approved of the annexation of a tract of land owned by Risto Mackovski, being Gov't Lot 2 of the NW ¼ of the NE ¼ and part of the SW ¼ of the NE ¼ of Section 3, Township 138N, Range 81W. (First consideration of ordinance #1142).
 7. *Consider approving amended Engineer's Report and authorizing a call for bids on Water & Sewer Improvement District No. 60, Project 2012-21 (34th Avenue SE & Genoa Court SE)(Resolution No. 9).* The Board approved the amended Engineer's Report and authorizing a call for bids on Water & Sewer Improvement District No. 60, Project 2012-21 (34th Avenue SE & Genoa Court SE)(Resolution No. 9).
 8. *Consider the following abatements:*
 - i. *Shirley Doll – Homestead Tax Credit Exemption*
 - ii. *Sharon Heinert – Homestead Tax Credit Exemption*
 - iii. *Joe Markel – Blind Exemption*
 - iv. *Gerald Serhienko – Disabled Veteran Exemption for 2011 & 2012*
 - v. *Maxine Nibbe – Reviewed Value – Flood Damage*
 - vi. *Anita Frohlich – Reviewed Value – Street Appraisal*

The Board approved of the abatements as listed.

Commissioner Tibke moved to approve the Consent Agenda as presented. Commissioner Braun seconded the motion.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

OLD BUSINESS:

1. *Consider approving the amended Engineers Reports for Street Improvement District No. 163 Project # 2012-01, Storm Sewer Improvement District No. 32 Project # 2012-23, and Water & Sewer Improvement District No. 61 Project # 2012-24 (Sunset Drive NW)(Resolutions No. 6,7 and 8).* Kim Fettig, Engineering Project Manager, reviewed with the Board a request to amend the Engineers Reports for Street Improvement District No. 163 Project # 2012-01, Storm Sewer Improvement District No. 32 Project # 2012-23, and Water & Sewer Improvement District No. 61 Project # 2012-24 (Sunset Drive NW)(Resolutions No. 6,7 and 8). Fettig stated that documentation has been provided to the Board members regarding this matter. The amendment is needed due to increasing costs since the original request was approved.

Casey Einrem from Houston Engineering was present to answer questions regarding the project. He reviewed the context of the presentation held at the Public Hearing on Sunset Drive Reconstruction Project from 7th Street NW to 500' North of 15th Street NW, Project SU-1-988(033)044, PCN 18334. The area in the project was determined as to where the previous project ended on the Sunset Drive area. He explained that there was an overlay on the road as a temporary fix. He reviewed the phases of the project, environmental concerns, type of pavement options (concrete was the No. 1 option), street light options, parking and turn lanes, school crossing and the public option was at 14th Street NW and Sunset Drive. He explained that this project will take a full year to complete, which explains the increase in costs that have occurred.

Commissioner Frank commented that as this project moves forward it would be easier to train drivers and residents in that particular neighborhood to utilize three lanes or two lanes as soon as the construction stops rather than trying to institute it later on. Commissioner Rohr pointed out the importance of having a mechanism in place to have parked cars removed along that route so snow removal can occur when needed.

Commissioner Frank moved to approve amending the Engineers Reports for Street Improvement District No. 163 Project # 2012-01, Storm Sewer Improvement District No. 32 Project # 2012-23, and Water & Sewer Improvement District No. 61 Project # 2012-24 (Sunset Drive NW)(Resolutions No. 6,7 and 8). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

NEW BUSINESS:

I. Consider appointment to the Mandan Growth Fund. City Administrator Neubauer stated that there were four positions that expired on December 31, 2012. He stated that three of the members expressed interest in being appointed to serve another term. One position was advertised and there were 5 letters of interest received. The Mandan Growth Fund reviewed those interest letters and recommended that Don Boehm be appointed to the vacant position and that Tim Spilman, Dennis Friesz, and Michael J.B. Schaff all be appointed to serve another term.

Commissioner Frank stated that in 2010 there was a discussion on term lengths. She stated that there are at least four or more members who have served on the Growth Fund Committee for at least five terms which calculates out to 15 years serving on the committee. She recommended that term limits be discussed by the Commission. She suggested that an individual serve no more than two consecutive terms (in this case a 3-year term). After that the individual would be requested to step back so other individuals can apply. However an individual could come back at a later time to request an appointment after the next subsequent term would expire. For those that are currently serving, once their term expires they would have the opportunity to run for one additional term so that they are not cut off at this point because they have not been aware of it.

Commissioner Tibke stated that she agrees that term limits are a good idea and questioned if term limits should be set for Commissioners too? Commissioner Frank replied that she believes the public sets the Commission's term limits because they are voted in by the public and determine if they want a commissioner to serve one, two or more terms. City Administrator Neubauer stated that there have been many times wherein there has been no interest from the public to serve on some committees. He pointed out that there is a policy that outlines criteria of those members serving on the committee such as a representative from the downtown area, the industrial park area and also representation on the financial institution side. At the last MGF meeting it was discussed that if four members have termed out that they do have to reapply. They cannot just be reappointed by way of a mere request. He stated there have been discussions on how many terms individual members may serve. He stated that if there were to be limited terms, city ordinance and/or city policy will have to be reviewed before doing so because committee appointments may vary for respective committees.

Commissioner Frank replied that she believes that the Board allow for some opportunity for new members to come in, even if it's just to give some committee members a break. Neubauer stated that it would be a consideration to take the suggestions discussed tonight back to the Mandan Growth Fund, the Planning & Zoning Committee, etc. Commissioner Frank requested that staff come to the next meeting with an overview of the committees that operate with a volunteer group such as the MGF. Included would be information such as how long those members have served and to provide the Board with recommendations for term limits for the various committees.

Commissioner Frank motioned to appoint Don Boehm to the Mandan Growth Fund for a term ending December 31, 2015 and to reappoint Tim Spilman, Dennis Friesz, and Michael J.B. Schaff to serve three year terms. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider the creation of, approval of the engineer's report, approve the plans and specifications for, and approve the sufficiency of petition, feasibility report for Street Improvement District No. 177, Project No. 2012-22 (Meadows Sixth Addition). (Resolutions No. 10).* Kim Fettig, Engineering Project Manager, presented a request for the creation of, approval of the engineer's report, approve the plans and specifications for, and approve the sufficiency of petition, feasibility report for Street Improvement District No. 177, Project No. 2012-22 (Meadows Sixth Addition). (Resolutions No. 10). The developer is requesting that the City allow special assessment of street costs to the benefiting properties in Meadows Sixth Addition. Fettig stated that there are 15 lots that would be special assessed. Fettig did not think any of the lots have been sold yet.

Commissioner Rohr moved to approve the creation of, approval of the engineer's report, approve the plans and specifications for and approve the sufficiency of petition, feasibility report for Street Improvement District No. 177, Project No. 2012-22 (Meadows Sixth Addition). Commissioner Braun seconded the motion. Roll call vote:

Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Discussion regarding a “Public Communication” section to future City Commission Agenda’s.* City Administrator Neubauer stated that there are times a resident is present in the audience at a meeting to bring a matter to the Commission’s attention and there is no designated time for that resident to come forward to present their concern to the Board. Neubauer stated that there are Boards such as the Mandan School Board that allow for a “Public Communication” portion of the meeting designated for circumstances such as this. On each of the Agendas there is a notification that if an interested party wishes to speak on an item that pertains to the Agenda of the day, the party can voice their concern during that time and then leave the meeting if they choose to do so. That is the request being brought for consideration and eventually a policy with guidelines that would be drafted to align with the Public Communication portion of the meeting agenda.

Commissioner Tibke commented she is in favor of a policy such as this as it will provide a process for constituents to come forward to speak and they will know the procedure ahead of time. Commissioner Frank agreed with the recommendation and with Commissioner Tibke’s comments. She recommended having a sign-in sheet be made available prior to the meeting of those interested in speaking, rather than the person contacting city staff to be listed on the printed agenda. She stated she would not like to see the constituent being limited to items on the Agenda but rather they be given the opportunity to bring items of concern that are within the jurisdiction of the City Commission. She would like the time limit set at 3 minutes which is customary throughout many other Board processes. Commissioner Rohr commented that he is in favor of the recommendation for a designated time for Public Communication to be included on the meeting agenda. However, he did not feel that a specific time limit would work for every situation. In the alternative he would like to be able to allow enough time for the constituent to present the case and if necessary, allow time for dialogue which could go over the 3-minute time limit. Mayor Van Beek commented that he also supports the recommendation and is in agreement with the suggestions presented.

Commissioner Frank moved to approve a “Public Communication” section to future City Commission Agendas, include a communication statement on each printed Agenda, and to develop a Public Communication Policy. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

RESOLUTIONS & ORDINANCES:

1. *Consider second consideration and final passage of Ordinance No.1138 to change street name Douglas Lane SE to Verity Lane SE. –An Ordinance changing the name of certain street or parts thereof situated within the City of Mandan, Morton County, North Dakota.* Commissioner Frank moved to approve the second consideration and final passage of Ordinance No.1138 to change street name Douglas Lane SE to

Verity Lane SE. –An Ordinance changing the name of certain street or parts thereof situated within the City of Mandan, Morton County, North Dakota. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider second consideration and final passage of Ordinance No.1139 Zone Change for Riverwood Commercial Park 3rd Addition – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.* Commissioner Tibke moved to approve the second consideration and final passage of Ordinance No.1139 Zone Change for Riverwood Commercial Park 3rd Addition – An ordinance to amend and reenact section 21-03-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider first consideration of Ordinance 1141, An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S2-T138N-R81W).* Commissioner Braun moved to approve the first consideration of Ordinance 1141, An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S2-T138N-R81W). Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider first consideration of Ordinance 1142, An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S3-T138N-R81W).* Commissioner Braun moved to approve first consideration of Ordinance 1142, An ordinance annexing certain adjoining lands to the City of Mandan, North Dakota, and extending the corporate boundaries thereof (tract of land being a part of S3-T138N-R81W). Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Consider first consideration of Ordinance 1140, An Ordinance to Amend and Re-enact Section 12-02-04.1 (2) of the Mandan Code of Ordinances Relating to Winery or Brewery License.* Commissioner Frank moved to approve first consideration of Ordinance 1140, An Ordinance to Amend and Re-enact Section 12-02-04.1 (2) of the Mandan Code of Ordinances Relating to Winery or Brewery License. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

-
6. *Consider Resolution approving Amended Engineers Report for Street Improvement District No. 163 Project # 2012-01(Sunset Drive NW).* Commissioner Braun moved to approve Amending the Engineers Report for Street Improvement District No. 163 Project # 2012-01(Sunset Drive NW). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.
7. *Consider Resolution approving Amended Engineers Report for Storm Sewer Improvement District No. 32 Project # 2012-23(Sunset Drive NW).* Commissioner Rohr moved to approve Amending the Engineers Report for Storm Sewer Improvement District No. 32 Project # 2012-23(Sunset Drive NW). Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.
8. *Consider Resolution approving Amended Engineers Report for Water & Sewer Improvement District No. 61 Project # 2012-24 (Sunset Drive NW).* Commissioner Braun moved to approve Amending the Engineers Report for Water & Sewer Improvement District No. 61 Project # 2012-24 (Sunset Drive NW). Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.
9. *Consider Resolution approving Amended Engineer's Report and Resolution Directing Advertisement for Bids for Water & Sewer Improvement District No. 60, Project 2012-21 (34th Avenue SE & Genoa Court SE).* Commissioner Tibke moved to approve Resolution approving Amended Engineer's Report and Resolution Directing Advertisement for Bids for Water & Sewer Improvement District No. 60, Project 2012-21 (34th Avenue SE & Genoa Court SE). Commissioner Frank seconded the motion. Roll call: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.
10. *Consider Resolution Creating Street Improvement District No. 177, Resolution approving Engineer's Report, Resolution approving Plans and Specifications, Resolution Determining Sufficiency of forms of Petition, Waiver and consent to Assessment for Street Improvement District No. 177(Meadow's Sixth Addition).* Commissioner Rohr moved to approve the Resolution Creating Street Improvement District No. 177, Resolution approving Engineer's Report, Resolution approving Plans and Specifications, Resolution Determining Sufficiency of forms of Petition, Waiver and consent to Assessment for Street Improvement District No. 177(Meadow's Sixth Addition). Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

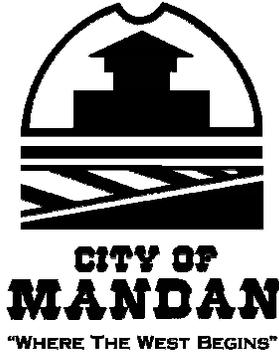
OTHER BUSINESS:

1. Mayor Van Beek announced that the Mandan Progress Organization will be celebrating its 20th Anniversary on January 28, 2013 at the Seven Seas Conference Center. RSVP's are due by January 24th. For reservations call (701) 751-2983 or email khelmers@mandanprogress.org.

There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 6:40 p.m. Commissioner Frank seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 23, 2013
SUBMITTING DEPARTMENT: Assessing Dept.
DEPARTMENT DIRECTOR: Richard Barta
PRESENTER: Richard Barta
SUBJECT: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

STATEMENT/PURPOSE: To consider a five year tax exemption for a commercial structure pursuant to North Dakota Century Code 40-57.1.

BACKGROUND/ALTERNATIVES: Mr. Dougherty is asking for an exemption for lease of property for an addition that consists of 6,300 square feet in area known as Suite B. The Notice to Competitors was published in the January 11th and January 18th of the Mandan News and no competitors have submitted a written protest.

SHORT DESCRIPTION OF PROJECT: Mr. Dougherty is proposing an addition to an existing building and structure. The addition to the building was 70' x 90' or a total of 6,300 square feet. Of that total of square feet, 1200 square feet will be office space per level. According to the assessment card, this is known as Suite B.

OF JOBS TO BE CREATED: 15

This parcel is also known as Parcel # 1384 at 2001 3rd St Se on Blk. 1, Lark Commercial Park 3rd.

ATTACHMENTS: Application

FISCAL IMPACT: \$10,530.00 per year

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of a Property Tax Incentive for New or Expanding Businesses for VisTec Industrial Services Inc. in accordance with the recommendation

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 2 of 15

from the Mandan Growth Fund Committee with conditions of the tier 2 exemption for five years due to number of jobs created meeting all criteria under the City of Mandan's Commercial Property Tax Exemption Policy and Guidelines and also under State Statute. The tier 2 level of exemption is 100% years 1-2, 75% year 3, 50% year 4 and 25% year 5.

SUGGESTED MOTION: A motion to approve a Property Tax Incentive for New or Expanding Businesses for VisTec Industrial Services Inc. in accordance with the recommendation from the Mandan Growth Fund Committee with the conditions of an exemption for five years; tier 2 level, due to the number of jobs created meeting all criteria under the City of Mandan's Commercial Property Tax Exemption Policy and Guidelines and also under State Statute. The tier 2 level of exemption is 100% years 1-2, 75% year 3, 50% year 4 and 25% year 5.

**Application For Property Tax Incentives For
New or Expanding Businesses**

Pursuant to N.D.C.C. Chapter 40-57.1

Project Operator's Application To Mandan
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1.	Name of project operator	<u>VisTec Industrial Services Inc.</u>	
2.	Address of project	<u>2001 3rd St. SE, Suite B</u>	
	City	<u>Mandan</u> County <u>Morton</u>	
3.	Mailing address of project operator	<u>PO Box 1251</u>	
	City	<u>Mandan</u> State <u>ND</u> Zip <u>58554</u>	
4.	Type of ownership of project		
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Subchapter S corporation	<input type="checkbox"/> Individual proprietorship
	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Cooperative	<input type="checkbox"/> Limited liability company
5.	Federal Identification No. or Social Security No.	_____	
6.	North Dakota Sales and Use Tax Permit No.	_____	
7.	If a corporation, specify the state and date of incorporation	<u>Delaware, 8/18/12</u>	
8.	Name and title of individual to contact	<u>Roger Dougherty, General Manager</u>	
	Mailing address	<u>PO Box 1251</u>	
	City, State, Zip	<u>Mandan, ND 58554</u> Phone No. _____	

Project Operator's Application For Tax Incentives

9.	Indicate the tax incentives applied for and terms. Be specific.	
	<input checked="" type="checkbox"/> Property Tax Exemption	<input type="checkbox"/> Payments In Lieu of Taxes
	<u>5</u> Number of years	_____ Beginning year _____ Ending year
	<u>Tier 2</u> Percent of exemption	_____ Amount of annual payments (attach schedule if payments will vary)
10.	Which of the following would better describe the project for which this application is being made:	
	<input checked="" type="checkbox"/> New business project	<input type="checkbox"/> Expansion of a existing business project

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 4 of 15

Description of Project Property

11. Legal description of project real property <u>Lot A of Lot 4, Section 35 T139N-R81W</u>	
12. Will the project property be owned or leased by the project operator? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.	
13. Will the project be located in a new structure or an existing facility? <input type="checkbox"/> New construction <input checked="" type="checkbox"/> Existing facility If existing facility, when was it constructed? <u>Under construction 2012-2013</u> If new construction, complete the following: a. Estimated date of commencement of construction of the project covered by this application _____ b. Description of project to be constructed including size, type and quality of construction <u>office built to spec 2400 square feet Addition to the building was 8050 square feet of which 1200 square feet was set aside for office built to suit. Office will be 2 stories, 1200 square feet each story.</u> c. Projected number of construction employees during the project construction <u>6</u>	
14. Approximate date of commencement of operations for this project <u>March 1, 2013</u>	
15. Estimated market value of the property used for this project: a. Land..... \$ <u>100,000.00</u> b. Existing buildings and structures for which an exemption is claimed..... \$ <u>545,000</u> <i>addition only</i> c. Newly constructed buildings and structures when completed \$ <u>0</u> d. Total \$ <u>645,000.00</u> e. Machinery and equipment \$ <u>0</u>	16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent: a. Land (not eligible)  b. Eligible existing buildings and structures \$ <u>27,000.00</u> c. Newly constructed buildings and structures when completed \$ <u>0</u> d. Total taxable valuation of property eligible for exemption (Add lines b and c)..... \$ <u>27,000.00</u> e. Enter the consolidated mill rate for the appropriate taxing district <u>0.39</u> f. Annual amount of the tax exemption (Line d multiplied by line e) \$ <u>10,530.00</u>

Description of Project Business

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in: Ag processing Manufacturing Retailing
 Wholesaling Warehousing Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

Cleaning out major industrial facilities, providing chemical cleaning high-pressure water blasting, vacuum services and tank cleaning.

19. Indicate the type of machinery and equipment that will be installed

20. Projected annual revenue, expense, and net income of the project for each year for the first five years.

Year	2013	2014	2015	2016	2017
Annual revenue	4,000,000	5,000,000	5,500,000	6,000,000	7,000,000
Annual expense	3,900,000	4,600,000	4,800,000	4,900,000	5,400,000
Net income	100,000	400,000	700,000	1,100,000	1,600,000

21. Projected annual average number of persons to be employed by the project at the project location for each year for the first five years and the estimated annual payroll.

Year	2013	2014	2015	2016	2017
No. of Employees	⁽¹⁾ 14	18	18	20	24
Estimated payroll	⁽¹⁾ 862,000	1.2 mil	1.4 mil	1.6 mil	1.8 mil

⁽¹⁾ - full time 2 managers, 2 project managers, 2 supervisors, 6 operators for 2013. In years to come people will be added
⁽²⁾ - part time as needed. Part-time staff will vary throughout the year due to work load, ranging from 10-25 staff.

Previous Business Activity

22. Is the project operator succeeding someone else in this or a similar business? Yes No
23. Has the project operator conducted this business at this or any other location either in or outside of the state?
 Yes No
24. Has the project operator or any officers of the project received any prior property tax incentives? Yes No
- If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 6 of 15

Business Competition

25. Is any similar business being conducted by other operators in the municipality? Yes No

If YES, give name and location of competing business or businesses

CEDA Inc, but they are shutting down.

Property Tax Liability Disclosure Statement

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it? Yes No

27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property? Yes No

If the answer to 26 or 27 is Yes, list and explain

Use Only When Reapplying

28. The project operator is reapplying for property tax incentives for the following reason(s):

To present additional facts or circumstances which were not presented at the time of the original application

To request continuation of the present property tax incentives because the project has:

- moved to a new location
- had a change in project operation or additional capital investment of more than twenty percent
- had a change in project operators

To request an additional annual exemption for the year of _____ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Roger Dougherty, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

[Signature] General Manager 1/10/13
Signature Title Date

In compliance with the Federal Privacy Act of 1974, Public Law 93-579, the disclosure of the individual's social security number on this form is mandatory pursuant to North Dakota Century Code §§ 40-57.1-03 and 40-57.1-07. An individual's social security number is used as an identification number by the Office of State Tax Commissioner for file control purposes and record keeping.

Certification of Governing Body (To be completed by the Auditor of the City or County)

The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the ____ day of _____, 20____, granted the following:

Property Tax Exemption **Payments in lieu of taxes**

_____ Number of years _____ Beginning year _____ Ending year

_____ Percent of exemption _____ Amount of annual payments (Attach schedule if payments will vary)

_____ Auditor

**Notice To Competitors Of Hearing On Application
For Property Tax Incentives**

Notice is hereby given that the Mandan City Commission
(City or county governing body)
of Mandan, ND, North Dakota, will meet at 5:30 pm
(City or county) (Time)
on February 5, 2013 at Mandan City Hall to consider the application of
(Date) (Location)
VisTec Industrial Services Inc., 2001 3rd St. SE, Suite B, Mandan, ND 58554
(Project operator name and address)
for property tax relief on the project which the applicant will use in the operation of
Industrial Cleaning Services
(Type of business)
at 2001 3rd St. SE, Suite B, Mandan, ND 58554
(Address)
Lot A of Lot 4, Section 35 T139N-R81W
(Legal description)
Any competitor of that applicant may appear and be heard by the Mandan City Commission
(City or county governing body)
at the time and place designated herein. A competitor may provide written comments to the governing
body before the scheduled hearing.

This notice is given by the above-named applicant pursuant to the provisions of North Dakota Century
Code § 40-57.1-03



Guideline

Property Tax Incentives for New or Expanding Businesses

North Dakota Century Code § 40-57.1

Cory Fong
Tax Commissioner

July 2011

North Dakota Century Code ch. 40-57.1, first enacted in 1969, provides incentives in the form of property tax exemptions, payments in lieu of taxes, or a combination of both to a qualifying business. The incentives are granted, at the discretion of the city or county in which the property is located, to any new or expanded revenue-producing project.

Definitions

1. Commencement of construction means the building or erecting of any improvements other than site preparation or excavation.
2. Commencement of project operation means "the date the plant actually goes into its planned operations. To use the example...., if a manufacturing plant actually begins manufacturing of its products in December, 1970, that would be the date of commencement of project operations. The Act does not purport to authorize granting of tax exemptions for the time of construction of plants." 1969 N.D. OP. Att'y Gen. 415.
3. Local Development Corporation means a profit or nonprofit corporation incorporated in this state for the purpose of furthering the economic development of a specified community or area.
4. Municipality means a city or a county.
5. Project means any new revenue-producing business or an expansion to an existing business.
6. Project operator means the individual, partnership, limited liability company (LLC), corporation, or association that owns or operates the project.
7. Structure means any property where a business is conducted. The structure might be an entire building, if occupied by one business, or individual quarters within a larger building.

What Qualifies

8. New and existing buildings, structures, and improvements owned or leased by a qualifying project may receive property tax incentives.
9. New buildings, structures, and improvements constructed and owned by a local development corporation may receive a partial or complete exemption from ad valorem taxation while unoccupied. Once occupied, the exemption continues until the next assessment date following the first occupancy. A qualifying project which locates in a building owned by a local development corporation qualifies for the property tax incentives, provided application is made and granted prior to occupancy.

G-15

24892

Allowable Incentives

10. A qualifying project may receive a complete or partial exemption from ad valorem taxation on structures used in or necessary to the operation of a project for up to five years following the commencement of project operations.
11. The exemption period begins with the assessment date immediately following the date of commencement of project operations.
12. Projects that produce or manufacture a product from agricultural commodities may receive a complete or partial property tax exemption on structures for up to ten years.
13. A project located in a structure leased from a governmental entity and which received a five-year property tax exemption qualifies for additional exemptions for up to five years. For the additional exemptions, the municipality grants the exemption one year at a time upon annual application.
14. Payments in lieu of taxes may be used in place of, or in combination with, property tax exemptions for qualifying projects. The municipality and project operator negotiate the amount of annual payments, when the payments begin, and the ending date, which may be no later than twenty years from the date project operations began.
15. Payments in lieu of taxes are apportioned in the same manner as the general real estate taxes unless a taxing district enters into a written agreement for an alternate method. Any agreement entered into between the municipality and other taxing districts for an alternate method of apportioning the payments in lieu of taxes may not affect the apportionment to any taxing district that is not a party to the agreement.
16. The tax incentives are valid as long as the property is used for the purposes stated in the application. If there is a change in use or project operator, a new application for the incentives must be filed with and approved by the municipality to receive the remainder of the incentives.

Limitations

17. A project is not eligible for the property tax incentives if the project received a tax exemption under tax increment financing.
18. The tax exemption and the payments in lieu of taxes are limited to the new or existing buildings or structures used in the qualifying project.
19. Tax incentives may not be granted for land.
20. Payments in lieu of taxes are not eligible for the 5% discount for early payment.

Procedures

21. The project operator applies to the governing body of the municipality where the potential project is to be located. If the project will be within city limits, the project operator applies to the city governing body. If the project is outside city limits, application is made to the county commission.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 10 of 15

22. Application for the property tax exemption must be made *and* granted prior to the commencement of construction if the project locates in a new structure. If the project locates in an existing structure, application must be made *and* granted before the structure is occupied.

For qualifying projects, applications for payments in lieu of property taxes may be made after construction or occupancy of the structure.

A representative appointed by the board of each affected school district and of each affected township is included as a non-voting member during the negotiation and deliberation of granting tax incentives.
23. The project operator publishes two notices to competitors of hearing on the application. The notices are published in the official newspaper of the city or county at least one week apart. The last notice must be published at least 15 days, but not more than 30 days, before the city or county considers the application. For example, notices published one week apart on May 1 and May 8 would be appropriate for a hearing scheduled any time between May 23 and June 7. An affidavit of publication is presented to the governing body prior to the hearing as proof of publication. Publication of notices is not required if the municipality determines that project competitors do not exist in the municipality.
24. The city or county holds a public hearing on the application and takes testimony both in favor of and in opposition to the granting of the tax incentives.
25. After the public hearing, the governing body determines the best interests of the municipality and approves or denies, in whole or in part, the application for tax incentives.
26. The municipality certifies the tax incentives granted by submitting a copy of the project operator's application with the attachments to the State Tax Commissioner and county director of tax equalization. The county director of tax equalization advises the local assessor when the property is taxable or exempt.
27. Political subdivision grantors shall maintain records of business incentives provided to recipients. They shall prepare an annual political subdivision grantor report to the Department of Commerce before April 1 each year that includes:
 - The name of the business receiving business incentives during that year;
 - The number of jobs expected to be created or retained by each business as a result of the business incentives;
 - The average compensation expected to be provided by the employer for the jobs expected to be created or retained as a result of the business incentives, including identification of the average benefits and average earnings to be provided by the employer for these jobs; and
 - The total dollar value of all business incentives provided by the political subdivision during that year.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 11 of 15

**APPLICATION FOR PROPERTY TAX INCENTIVES
FOR NEW OR EXPANDING BUSINESSES**

City of Mandan Supplemental Application — Adopted Dec. 18, 2012

Name of project operator VisTec Industrial Services Inc.

Address of project 2001 3rd St. SE, Suite B, Mandan ND 58554

Based on the City of Mandan's commercial property tax exemption policy and guidelines (see separate document), please indicate the level of exemption being sought.

Level of Exemption

- Tier 1 — 100% exemption for 2 years
- Tier 2 — 100% exemption years 1-2, 75% year 3, 50% year 4, and 25% year 5
- Tier 3 — 100% exemption for 5 years

Please indicate all significant public benefits to be provided by the subject project. These are the factors that should serve as the basis for your request. Please check all that apply and please be sure that you provide justification for each claimed benefit through information provided in the "Application for Property Tax Incentives For New and Expanding Businesses" and through this supplemental form. Attach additional sheets and information as needed. If a question is not applicable to the subject project, please indicate such with an "n/a" in the blank.

Public Benefits

- Creation and retention of job opportunities within the community (factors to be considered include numbers of jobs, average wages and benefits)
- Increased local use taxes (sales, hotel and restaurant, or occupancy)
- Filling a gap in the community or region's retail market profile (based on Nielsen Claritas or other published market data)
- Diversification of economic base
- Ability of the project to attract people from other communities (typically for destination purchases for services)
- Synergies with existing businesses in the community (Examples: enhancing an industry sector important to the local economy, filling a gap in the supply chain for a core industry or business sector, providing a product or service needed by other businesses in the region)
- Growth potential of company and industry and potential spin-off benefits
- Adding value to local resources
- Making use of an underutilized asset (either facilities or land)

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 12 of 15

APPLICATION FOR PROPERTY TAX INCENTIVES FOR NEW OR EXPANDING BUSINESSES

City of Mandan Supplemental Application

Page 2 of 4

Project Development

Please describe the overall impact of the expansion, relocation, additional location or new business on the City of Mandan and the surrounding economic base. Please note any necessary investment beyond the building in site or infrastructure improvements.

VisTec will purchase all products available within Mandan and Bismarck, approximately \$520,000.00 per year in consumable materials used on our job sites. The investment in equipment first year \$3,000,000, second year \$2,000,000, third year \$2,000,000

Current assessed land value per square foot: 8.33

Cost of land (if purchased as part of this project) per square foot: N/A

Estimated added land value (per square foot): N/A

Estimated annual end-of-the year inventory: Service company \$60,000.00

Sites being considered: leasing bid on 2001 3rd St. SE, Suite B, Mandan

Is this business relocating from another North Dakota site? No

If yes ...

Where is the business relocating from? _____

Please explain the reason for the relocation including details of any expansion in square footage, employment, products or service offerings: _____

Employment

Total number of permanent employees in full-time equivalents: 15

Total number of permanent employees estimated to live within 50 miles of proposed site: 15

Hourly wage range by key positions or categories of positions 15.00 to 45.00

Please describe the benefits offered to employees (retirement, health insurance, dental, etc.) and the eligibility requirements for participation. Indicate value of benefits on an hourly basis.

Full-time employees receive medical insurance coverage, group term life, 401k, flexible spending account,

short-term disability coverage. Benefits are effective the first of month following 90 days of employment.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 13 of 15

APPLICATION FOR PROPERTY TAX INCENTIVES FOR NEW OR EXPANDING BUSINESSES
City of Mandan Supplemental Application
Page 3 of 4

Impact on Local Use Taxes

Estimated value of annual purchases for project location 480,000.00 annually

Percentage of purchases for project location subject to local sales or use tax 100%

Estimated value of annual sales to be generated from project location 4,000,000.00

Percentage of sales subject to local sales or use tax None

Market Context (for retail-oriented businesses only)

General retail category (check category that best applies)

- Motor Vehicle & Parts Dealers
- Furniture & Home Furnishing Stores
- Electronics & Appliance Stores
- Building Materials & Garden Equipment
- Food and Beverage Stores
- Health & Personal Care Stores
- Gas Stations
- Clothing & Accessories
- Sporting Goods, Hobby, Book, Music Stores
- General Merchandise Stores
- Foodservice and Drinking Places
- Miscellaneous (please indicate) N/A

Please use Nielsen Claritas, ESRI or Buxton market analyses as references for the following:

Estimated consumer expenditures in city or county \$520,000 annually

Estimated retail sales in city of county None

Estimated surplus or gap N/A

Importance of Incentive (use a separate sheet as needed)

Please describe why an incentive is necessary for the success of this project and how the improvements will benefit the property at the conclusion of the abatement.

See attached.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

Page 14 of 15

APPLICATION FOR PROPERTY TAX INCENTIVES FOR NEW OR EXPANDING BUSINESSES
City of Mandan Supplemental Application
Page 4 of 4

Future Expansion Plans (use a separate sheet as needed)

Please describe any plans for future expansion beyond the initial development. Describe investments and employment associated with those plans on a year-to-year basis.

See attached.

I Roger Dougherty do hereby certify that the answers to the questions above and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

I further agree that I have read the requirement for installation of an automatic door per Mandan Municipal Code 14-02-15 if the building project that is subject of this application is approved for a property tax exemption and if the building is used for a purpose described in the following sections of 21-03-07 of the Mandan Municipal Code: Retail Group A; Retail Group B; Service Group A; Office Bank Group; Commercial Recreation Group; Health Medical Group and Education Group.


Signature _____ Title General Manager Date 1/10/13

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Property Tax Incentives for New or Expanding Businesses for VisTec Industrial Services Inc.

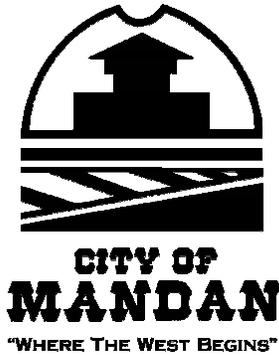
Page 15 of 15

Importance of Incentive:

As a start-up business in the industrial cleaning market, the capital expenditures required is very large. A vacuum truck costs right at \$350,000.00. The tax incentives will give us a small amount of additional capital to invest in the business. Our first year's capital budget is in excess of \$3,000,000.00 and will continue for the next 4 to 5 years.

Future Expansion Plans:

VisTec is part of a large corporation called EnviroSystems, which owns several other companies in our business and other related businesses. It is not known at this time, but other companies within the group may choose to join us in Mandan.



Board of City Commissioners

Agenda Documentation

MEETING DATE:	February 5, 2013
PREPARATION DATE:	January 30, 2013
SUBMITTING DEPARTMENT:	Water Treatment Plant
DEPARTMENT DIRECTOR:	Duane Friesz, WTP Superintendent
PRESENTER:	Duane Friesz, WTP Superintendent
SUBJECT:	Bid for Skid Steer Loader.

STATEMENT/PURPOSE: To consider Bid for Skid Steer Loader.

BACKGROUND/ALTERNATIVES: During the 2013 Budget process the Water Treatment Plant was granted permission to purchase a new Skid Steer Loader to replace existing 1987 Skid Steer Loader. The Water Treatment plant will also transfer the existing Skid Steer Loader to the Street Department. In accordance with the City's Bidding procedure an advertisement was taken out in the Mandan News once each week for two consecutive weeks with a bid opening (January 28th, 2013) at least 10 days after the last advertisement on January 18, 2013. In addition the project was also on the City of Mandan web site from January 11th to January 28th and several Dealers were notified. On January 28th, 2013 the Water Treatment Plant received four bids. The lowest bid was from Bobcat of Mandan for a total amount of \$35,424.88.

ATTACHMENTS: Bid results

FISCAL IMPACT:

- The Bid from Bobcat of Mandan for the Skid Steer Loader is \$35,424.88.
- We currently have \$35,000.00 in the Water Treatment Plant 2013 Capital Outlay budget for the Skid Steer Loader. We are anticipating having unspent funds in the Water Treatment Plant 2012 Budget to cover the difference of \$424.88.

STAFF IMPACT: N/A

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

RECOMMENDATION: Permission to accept the bid of \$35,424.88 from Bobcat of Mandan for the Skid Steer Loader.

SUGGESTED MOTION: I move to accept the bid of \$35,424.88 from Bobcat of Mandan for the Skid Steer Loader.

Bid Results
Skid Steer Loader

Bobcat of Mandan	\$35,424.88
Bobcat of Mandan.....	\$37,356.91
Twin City Implement.....	\$44,990.00
Butler Machinery Company	\$48,125.00



"WHERE THE WEST BEGINS"

CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW

MANDAN, NORTH DAKOTA 58554

701-667-3215 • FAX: 701-667-3223 • www.cityofmandan.com

CITY DEPARTMENTS

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

National Kids to Parks Day Proclamation May 18, 2013

WHEREAS, May 18th is the third National Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

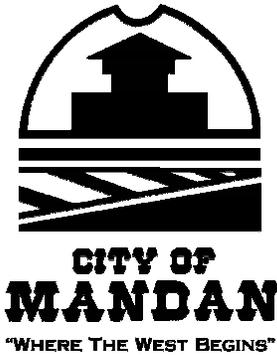
NOW, THEREFORE, as the Mayor of the City of Mandan, ND, I do hereby proclaim to participate in **National Kids to Parks Day** May 18, 2013, in the City of Mandan, North Dakota. I urge residents of Mandan to make time May 18th to take the children in their lives to a neighborhood, state or national park.

Signed this 5th day of February, in the year 2013.

Arlyn Van Beek, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 28, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Kim Fettig, Project Manager
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Confirmation of special assessments

STATEMENT/PURPOSE:

To consider confirmation of special assessments for Street Improvement District #159, Street Improvement District #153-Area A, Street Improvement District #158, and Water & Sewer Improvement District #55.

BACKGROUND/ALTERNATIVES:

The projects, along with cost and description of the improvements provided within each District, are as follows:

- **Street Improvement District #159 - (\$486,257.94)** provided for the improvement to said streets within this district and included asphalt milling and overlay, replacement of damaged or bad curb & gutter, handicap ramps, asphalt patching and chip seal in Terra Vallee Subdivision along 9th Ave. NW, 10th Ave. NW, 11th Ave. NW, 12th Ave. NW and 24th Street NW. The specials for this area were done by unit. Apartment buildings with 8 units received 8 times the amount, duplexes received 2 units and single homes received 1 unit. The comments we received on this project at the Special Assessment Commission Public Hearing on January 9th, 2013 were mainly to do with the covenants that are in place for the 4 duplex's along 27th Street NW. I have included in the attachments these covenants. Number 9 of the covenants states: *ASSESSMENTS AND CHARGES. Each unit owner shall pay his equal and proportionate share of all assessments, charges and expenses incident to the administration of the common elements.(for complete covenants see attachments).*
- **Street Improvement District #153-Area A -(\$542,182.01)** provided for the improvement to said streets within this district and included asphalt paving and associated drainage work from Highway 6 to 8th Avenue SE on 19th Street SE. The specials for this area were determined by unit and how much benefit was received. Areas receiving minimal benefit received one unit, others receiving more benefit received multiple units depending on the benefit.

- **Street Improvement District #158 -(\$111,194.84)** provided for the improvement to said streets within this district and included milling of existing road surface, repair of curb & gutter, asphalt patching, leveling and overlay on 3rd Street S. This mill and overlay project was associated with stimulus money. The specials for this area were determined by unit and how much benefit was received. There were some areas where more work was done than other areas which determined the number of units you received. Residents that were along third street received more units than people that were not adjoining third street and people at the east end of third received less than people towards the west end of third where more work was done.
- **Water & Sewer Improvement District #55 - (\$1,378,218.73)** provided for the said improvement project which consisted of the installation of water and sewer mains along 19th Street SE from Highway 6 to 8th Avenue SE. The construction also included a lift station to allow the sanitary mains to be extended north and south of 19th Street SE to serve large areas not served by the current utility services. The specials for this district were done by unit. The number of units received varied because of the difference of the benefit received, some received a lot of benefit from the new lift station and the water and sewer mains while others further away received minimal benefits.

The special assessment lists for these Districts were published in the Mandan News and the Public Hearing before the Special Assessment Commission was held on January 9, 2013. The comments relative to these four projects are in the Public Hearing minutes attached.

ATTACHMENTS:

1. Copies of the special assessments lists and maps of the respective Districts.
2. Public Hearing Minutes from Mandan Special Assessment Commission December 5, 2012 and January 9, 2013.
3. Covenants pertaining to Street Improvement District #159

FISCAL IMPACT: The total amount to be assessed = \$2,517,853.52. The Districts will be assessed over a 15 year period. The interest rates for the assessments range from 3.2275% to 5.5140%. No interest is charged for the first year.

STAFF IMPACT: Maximum

LEGAL REVIEW: In compliance with North Dakota Century Code 40-23.

RECOMMENDATION:

I would recommend the proposed assessments as certified by the Special Assessment Commission be confirmed on these four Districts.

SUGGESTED MOTION: Move to approve the special assessments for certification on Street Improvement District #159, Street Improvement District #153-Area A, Street Improvement District #158, and Water & Sewer Improvement District #55.

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #159

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on December 05, 2012 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #159 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #159

We the undersigned, constituting the Special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #159 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

Construction Cost	\$486,590.76
Engineering, Legal, Testing & Insp.	4,225.15
Bonding Costs	24,540.79
Less Federal, State, City Funding	<u>(29,098.76)</u>
Amount to be Assessed	\$486,257.94

<u>Seq#</u>	<u>Lot</u>	<u>Blk</u>	<u>Address</u>	<u>Amount Assessed</u> (Amended)
<u>TERRA VALLEE 1ST</u>				
7495	10	1	900 24 th Street NW	1,755.44
7496	11 Tract A	1	921 27 th Street NW	3,510.89
7496A	11 Tract B	1	923 27 th Street NW	3,510.89
7497	12	1	2704 9 th Avenue NW	3,510.89
7498	13	1	2700 9 th Avenue NW	3,510.89
7499	14	1	2612 9 th Avenue NW	3,510.89
7500	15	1	2608 9 th Avenue NW	3,510.89
7501	16	1	2604 9 th Avenue NW	3,510.89
7502	17	1	2600 9 th Avenue NW	3,510.89
7503	18	1	2508 9 th Avenue NW	3,510.89
7504	19	1	2504 9 th Avenue NW	3,510.89
7505	20	1	2500 9 th Avenue NW	28,087.10
7506	1 Tract 1A	2	1001 27 th Street NW	3,510.89
7506A	1 Tract 1B	2	1003 27 th Street NW	3,510.89
7507	2	2	2705 9 th Avenue NW	3,510.89
7508	3	2	2701 9 th Avenue NW	3,510.89
7509	4	2	2613 9 th Avenue NW	3,510.89
7510	5	2	2609 9 th Avenue NW	3,510.89
7511	6	2	2605 9 th Avenue NW	3,510.89
7512	7	2	2601 9 th Avenue NW	3,510.89
7513	8	2	2509 9 th Avenue NW	3,510.89
7514	9	2	2505 9 th Avenue NW	3,510.89
7515	10	2	1000 24 th Street NW	28,087.10
7516	11 Tract 11A	2	1021 27 th Street NW	3,510.89

7516A	11 Tract 11B	2	1023 27 th Street NW	3,510.89
7517	12	2	2704 10 th Avenue NW	3,510.89
7518	13	2	2704 10 th Avenue NW	3,510.89
7519	14	2	2612 10 th Avenue NW	3,510.89
7520	15	2	2608 10 th Avenue NW	3,510.89
7521	16	2	2604 10 th Avenue NW	3,510.89
7522	17	2	2600 10 th Avenue NW	3,510.89
7523	18	2	2508 10 th Avenue NW	3,510.89
7524	19	2	2504 10 th Avenue NW	3,510.89
7525	20	2	1002 24 th Street NW	14,043.55
7526	E½ Lot 1 Unit A	3	1101 27 th Street NW	3,510.89
7526A	W½ Lot 1 Unit B	3	1103 27 th Street NW	3,510.89
7527	2	3	2705 10 th Avenue NW	3,510.89
7528	3	3	2701 10 th Avenue NW	3,510.89
7529	4	3	2613 10 th Avenue NW	3,510.89
7530	5	3	2609 10 th Avenue NW	3,510.89
7531	6	3	2605 10 th Avenue NW	3,510.89
7532	7	3	2601 10 th Avenue NW	3,510.89
7533	8	3	2509 10 th Avenue NW	3,510.89
7534	9	3	2505 10 th Avenue NW	3,510.89
7535	E 53.23' Lot 10 Tract 10A	3	1102 24 th Street NW	3,510.89
7535A	W33.5' E86.73' 10 Tract10B	3	1104 24 th Street NW	3,510.89
7535B	10 Less E 86.73' Tract 10C	3	1112 24 th Street NW	3,510.89
7535C	E 33.50' of 20 Tract 20A	3	1114 24 th Street NW	3,510.89
7535D	E33.50' E67' 20 Tract 20B	3	1122 24 th Street NW	3,510.89
7535E	20 Less E67' Tract 20C	3	1124 24 th Street NW	3,510.89
7536	W½ Lot 11 Unit 4	3	1123 27 th Street NW	3,510.89
7536A	E1/2 Lot 11 Unit 3	3	1121 27 th Street NW	3,510.89
7537	12	3	2704 11 th Avenue NW	3,510.89
7538	13	3	2700 11 th Avenue NW	3,510.89
7539	14	3	2612 11 th Avenue NW	3,510.89
7540	15	3	2608 11 th Avenue NW	3,510.89
7541	16	3	2604 11 th Avenue NW	3,510.89
7543	17 & 18	3	2508 11 th Avenue NW	7,021.77
7544	19	3	2504 11 th Avenue NW	3,510.89
7546	1 Unit 1	4	1201 27 th Street NW	3,510.89
7546A	1 Unit 2	4	1203 27 th Street NW	3,510.89
7547	2	4	2705 11 th Avenue NW	3,510.89
7548	3	4	2701 11 th Avenue NW	3,510.89
7549	4	4	2613 11 th Avenue NW	3,510.89
7550	5	4	2609 11 th Avenue NW	3,510.89
7551	6	4	2605 11 th Avenue NW	3,510.89
7552	7	4	2601 11 th Avenue NW	3,510.89
7553	8	4	2509 11 th Avenue NW	3,510.89
7554	9	4	2505 11 th Avenue NW	3,510.89
7555	10 Less W 36'	4	2501 11 th Avenue NW	3,510.89
7555A	W36' of 10 & E33' of 20	4	1204 24 th Street NW	14,043.55
7556	E1/2 Lot 11 Unit 3	4	1221 27 th Street NW	3,510.89
7556A	W½ Lot 11 Unit 4	4	1223 27 th Street NW	3,510.89
7557	12	4	2704 12 th Avenue NW	3,510.89
7558	13	4	2700 12 th Avenue NW	3,510.89
7559	14	4	2612 12 th Avenue NW	3,510.89

7560	15	4	2608 12 th Avenue NW	3,510.89
7561	16	4	2604 12 th Avenue NW	3,510.89
7562	17	4	2600 12 th Avenue NW	3,510.89
7563	18	4	2508 12 th Avenue NW	3,510.89
7564	19	4	2504 12 th Avenue NW	3,510.89
7565	30 Less E 33'	4	1208 24 th Street NW	14,043.55

TERRA VALLEE ADDITION 2ND

7568	1	1	1000 Old Red Trail NW	28,087.10
------	---	---	-----------------------	-----------

TERRA VALLEE 5TH

1236	1 Unit 1 & Part Tract A	1	2707 12 th Avenue NW #1	3,510.89
1236A	1 Unit 2 & Part Tract A	1	2707 12 th Avenue NW #2	3,510.89
1236B	1 Unit 3 & Part Tract A	1	2707 12 th Avenue NW #3	3,510.89
1236C	1 Unit 4 & Part Tract A	1	2707 12 th Avenue NW #3	3,510.89
1237	S 68.92' of 2 a/k/a Tract C	1	2703 12 th Avenue NW #3	3,510.89
1237A	N 59.03' of 2 a/k/a Tract B	1	2705 12 th Avenue NW #3	3,510.89

SUNSET COMM. PARK 1ST

10087	1	2	2640 Sunset Drive NW	24,576.21
-------	---	---	----------------------	-----------

SCHOOL DISTRICT 5TH

10309	1	1	2901 12 TH Avenue NW	42,130.65
-------	---	---	---------------------------------	-----------

Witness our hands officially as said Commission this 06th day of November, 2012.

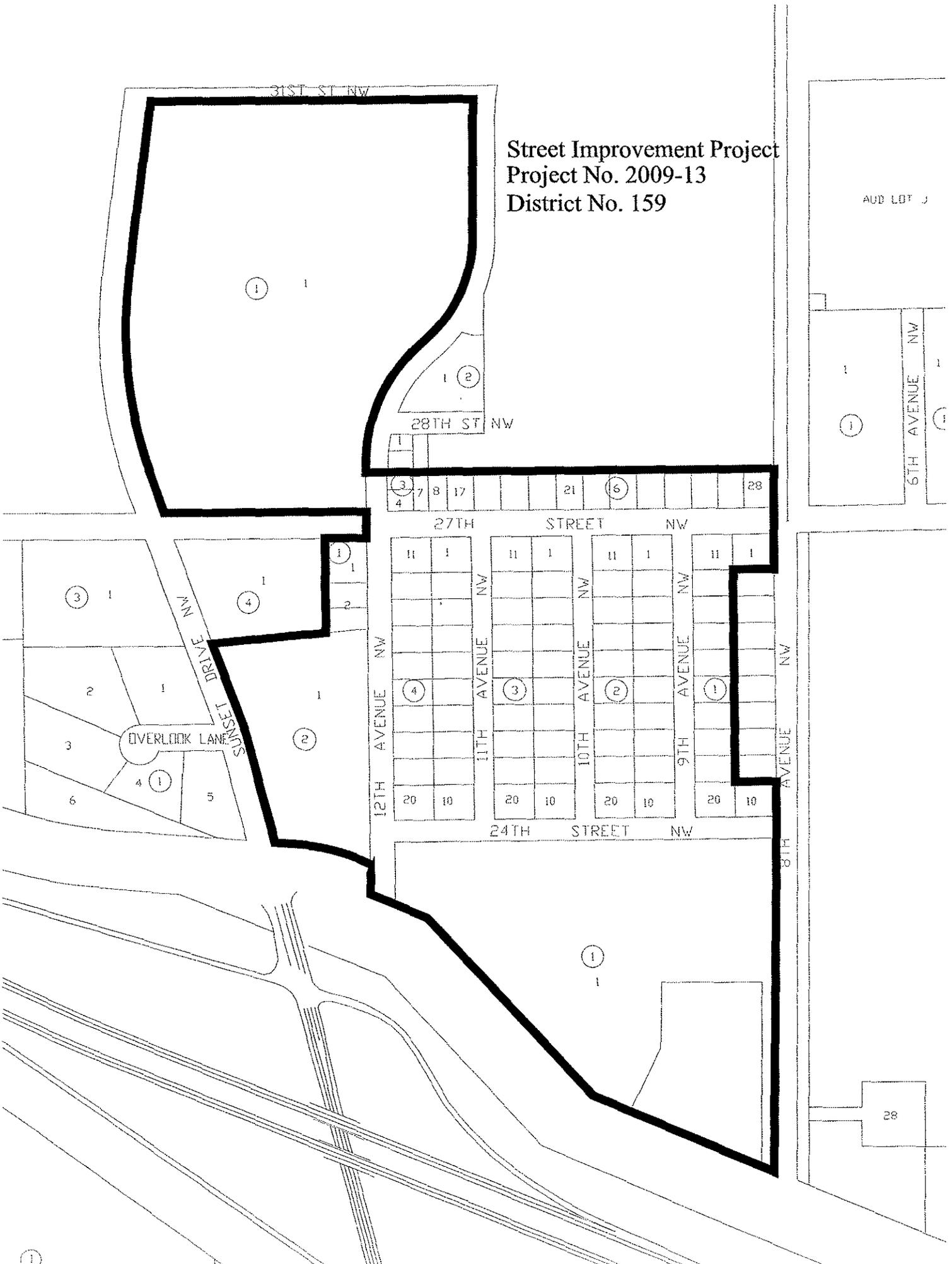
/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

/s/ Deborah Holter
Member

Publish: November 16, 2012
November 23, 2012

Street Improvement Project
Project No. 2009-13
District No. 159



AUD LOT J

6TH AVENUE NW

27TH STREET NW

24TH STREET NW

OVERLOOK LANE

SUNSET DRIVE NW

12TH AVENUE NW

11TH AVENUE NW

10TH AVENUE NW

9TH AVENUE NW

8TH AVENUE NW

3 4 7 8 17 21 28

20 10 20 10 20 10 20 10

28

1

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #153A

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on February 05, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #153A as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #153A

We the undersigned, constituting the Special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #153A of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

Construction	\$448,041.22
Engineering, Legal, Admin., Insp. & Construction Interest	64,260.48
Bonding Costs	<u>29,880.31</u>
Amount to be Assessed	\$542,182.01

Seq #	Lot	Blk/Sec	Address	Amount Assessed
<u>NICOLA'S 1ST</u>				
5006	1	1	1200 7 AVE SE	251.01
5007	2	1	1201 8 AVE SE	251.01
5008	3	1	1204 7 AVE SE	251.01
5009	4	1	1205 8 AVE SE	251.01
5010	5	1	1208 7 AVE SE	251.01
5011	6	1	1209 8 AVE SE	251.01
5012	7	1	1212 7 AVE SE	251.01
5013	8	1	1213 8 AVE SE	251.01
5014	9	1	1216 7 AVE SE	251.01
5015	10	1	1217 8 AVE SE	251.01
5016	11	1	1300 7 AVE SE	251.01
5017	12	1	1301 8 AVE SE	251.01
5019	14	1	1305 8 AVE SE	251.01
5020	13 & 15	1	1308 7 AVE SE	251.01

5021	16	1	1309 8 AVE SE	251.01
5022	17	1	1312 7 AVE SE	251.01
5023	18	1	1313 8 AVE SE	251.01
5024	19	1	1316 7 AVE SE	251.01
5025	20	1	1317 8 AVE SE	251.01
5026	21	1	1400 7 AVE SE	251.01
5027	22	1	1401 8 AVE SE	251.01
5028	23	1	1404 7 AVE SE	251.01
5029	24	1	1405 8 AVE SE	251.01
5030	25	1	1408 7 AVE SE	251.01
5031	26	1	1409 8 AVE SE	251.01
5032	27	1	1412 7 AVE SE	251.01
5033	28	1	1413 8 AVE SE	251.01
5034	29	1	1416 7 AVE SE	251.01
5035	30	1	1417 8 AVE SE	251.01
5036	31	1	1500 7 AVE SE	251.01
5037	32	1	1501 8 AVE SE	251.01
5038	33	1	1504 7 AVE SE	251.01
5039	34	1	1505 8 AVE SE	251.01
5040	35	1	1508 7 AVE SE	251.01
5041	36	1	1509 8 AVE SE	251.01
5042	37	1	1512 7 AVE SE	251.01
5043	38	1	1513 8 AVE SE	251.01
5044	39	1	1516 7 AVE SE	251.01
5045	40	1	1517 8 AVE SE	251.01

EMBERLAND WEST

825	1	1	1602 9 AVE SE	251.01
826	2	1	1605 12 AVE SE	251.01
827	3	1	1609 12 AVE SE	251.01
828	4	1	1613 12 AVE SE	251.01
829	5	1	1617 12 AVE SE	251.01
830	6	1	1705 12 AVE SE	251.01
831	7	1	1709 12 AVE SE	251.01
832	8	1	1713 12 AVE SE	251.01
833	9	1	1801 12 AVE SE	251.01
834	10	1	1805 12 AVE SE	251.01
835	11	1	1809 12 AVE SE	251.01
836	12	1	1813 12 AVE SE	251.01
837	13	1	1905 12 AVE SE	251.01
838	14 & N 4' of 15	1	1909 12 AVE SE	251.01
839	15 (Less N 4')	1	1913 12 AVE SE	251.01
840	16	1	1208 19 ST SE	251.01
841	17	1	1204 19 ST SE	251.01

842	18	1	1200 19 ST SE	251.01
843	19	1	1112 19 ST SE	251.01
844	20	1	1108 19 ST SE	251.01
845	21	1	1100 19 ST SE	251.01
846	22	1	1908 10 AVE SE	251.01
847	23	1	1904 10 AVE SE	251.01
848	24	1	1900 10 AVE SE	251.01
849	25	1	1814 EMBERLAND DR SE	251.01
850	26	1	1812 EMBERLAND DR SE	251.01
851	27	1	1810 EMBERLAND DR SE	251.01
852	28	1	1808 EMBERLAND DR SE	251.01
853	29	1	1806 EMBERLAND DR SE	251.01
854	30	1	1804 EMBERLAND DR SE	251.01
855	31	1	1802 EMBERLAND DR SE	251.01
856	32	1	1708 10 AVE SE	251.01
857	33	1	1704 10 AVE SE	251.01
858	34	1	1700 10 AVE SE	251.01
859	35	1	1216 WHITMAN RD SE	251.01
860	36	1	1212 WHITMAN RD SE	251.01
861	37	1	1208 WHITMAN RD SE	251.01
862	38	1	1204 WHITMAN RD SE	251.01
863	39 (Less 4' of Northernmost corner)	1	1622 9 AVE SE	251.01
864	40 & 4' of Northernmost corner of 39	1	1614 9 AVE SE	251.01
865	41	1	1610 9 AVE SE	251.01
866	1	2	1701 10 AVE SE	251.01
867	2	2	1705 10 AVE SE	251.01
868	3	2	1709 10 AVE SE	251.01
869	4	2	1801 10 AVE SE	251.01
870	5	2	1807 10 AVE SE	251.01
871	6	2	1815 10 AVE SE	251.01
872	7	2	1819 10 AVE SE	251.01
873	8	2	1901 10 AVE SE	251.01
874	9	2	1905 10 AVE SE	251.01
875	10	2	1909 10 AVE SE	251.01
876	11	2	1913 10 AVE SE	251.01
877	12	2	1912 9 AVE SE	251.01
878	13	2	1908 9 AVE SE	251.01
879	14	2	1904 9 AVE SE	251.01
880	15	2	1900 9 AVE SE	251.01
881	16	2	1812 9 AVE SE	251.01
882	17	2	1804 9 AVE SE	251.01
883	18	2	1802 9 AVE SE	251.01
884	19	2	1800 9 AVE SE	251.01

885	20	2	1720 9 AVE SE	251.01
886	21	2	1716 9 AVE SE	251.01
887	22	2	1708 9 AVE SE	251.01
888	23	2	1704 9 AVE SE	251.01
889	24	2	1700 9 AVE SE	251.01
890	1	3	1701 9 AVE SE	251.01
891	2	3	1705 9 AVE SE	251.01
892	3	3	1709 9 AVE SE	251.01
893	4	3	1713 9 AVE SE	251.01
894	5	3	1717 9 AVE SE	251.01
895	6	3	1721 9 AVE SE	251.01
896	7	3	1725 9 AVE SE	251.01
897	8	3	1801 9 AVE SE	251.01
898	9	3	1803 9 AVE SE	251.01
899	10	3	1805 9 AVE SE	251.01
900	11	3	1809 9 AVE SE	251.01
901	12	3	1813 9 AVE SE	251.01
902	13	3	1901 9 AVE SE	251.01
903	14	3	1905 9 AVE SE	251.01
904	15	3	1909 9 AVE SE	251.01
905	16	3	1913 9 AVE SE	251.01
906	17	3	1912 8 AVE SE	251.01
907	18	3	1908 8 AVE SE	251.01
908	19	3	1904 8 AVE SE	251.01
909	20	3	1900 8 AVE SE	251.01
910	21	3	1812 8 AVE SE	251.01
911	22	3	1808 8 AVE SE	251.01
912	23	3	1804 8 AVE SE	251.01
913	24	3	1800 8 AVE SE	251.01
914	25	3	1708 8 AVE SE	251.01
915	26	3	901 16 ST SE	251.01
916	27	3	905 16 ST SE	251.01
917	28	3	909 16 ST SE	251.01
918	29	3	913 16 ST SE	251.01
919	30	3	917 16 ST SE	251.01
920	31	3	1001 16 ST SE	251.01
921	32 (LESS E 2')	3	1005 16 ST SE	251.01
922	33 & E 2' Of 32	3	1009 16 ST SE	251.01
923	34	3	1013 16 ST SE	251.01
924	35	3	1105 WHITMAN RD SE	251.01
925	1	4	1601 9 AVE SE	251.01
926	2	4	1605 9 AVE SE	251.01
927	3	4	1607 9 AVE SE	251.01

928	4	4	1611 9 AVE SE	251.01
929	5	4	1615 9 AVE SE	251.01
930	6 (Less SW 8') & 496 sq ft (62X8) of 8	4	1621 9 AVE SE	251.01
931	7 & SW 8' of 6	4	1112 WHITMAN RD SE	251.01
932	8 (Less 496 sq ft - 62X8 adjacent to 6	4	1108 WHITMAN RD SE	251.01
933	9	4	1104 WHITMAN RD SE	251.01
934	10	4	1100 WHITMAN RD SE	251.01
935	11 & E 3' of 12	4	1020 WHITMAN RD SE	251.01
936	12 (Less E 3')	4	1016 16 ST SE	251.01
937	13	4	1012 16 ST SE	251.01
938	14	4	1008 16 ST SE	251.01
939	15	4	1004 16 ST SE	251.01
940	16	4	1000 16 ST SE	251.01
941	17	4	916 16 ST SE	251.01
942	18	4	912 16 ST SE	251.01
943	19	4	908 16 ST SE	251.01
944	20	4	904 16 ST SE	251.01
945	21	4	900 16 ST SE	251.01
946	22	4	1600 10 AVE SE	251.01
<u>NICOLA'S 2ND</u>				
5046	1	1	1120 11 ST SE	251.01
5047	2	1	1116 11 ST SE	251.01
5048	3	1	1112 11 ST SE	251.01
5049	4	1	1108 11 ST SE	251.01
5050	5 Blk 1 Nicola 2nd 24-25 Blk 2 Nicola 4th	1	1104 11 ST SE	251.01
5051	6	1	1100 11 ST SE	251.01
5052	7	1	1016 11 ST SE	251.01
5053	8	1	1012 11 ST SE	251.01
5054	9	1	1008 11 ST SE	251.01
5055	10 Parcel 9350 Assessed with 10	1	1004 11 ST SE	251.01
5056	11 & 19 Blk 2 Nicolas 4th Assessed with 11	1	1000 11 ST SE	251.01
5057	12	1	916 11 ST SE	251.01
5058	13	1	912 11 ST SE	251.01
5059	14	1	908 11 ST SE	251.01
5060	15	1	904 11 ST SE	251.01
5061	16	1	900 11 ST SE	251.01
<u>NICOLA'S 3RD</u>				
5062	1	1	1200 11 AVE SE	251.01
5062A	Lot Aof Lot 1	1	1200 11 AVE SE	251.01
5063	2	1	1204 11 AVE SE	251.01
5064	3	1	1208 11 AVE SE	251.01
5065	4	1	1212 11 AVE SE	251.01
5066	5	1	1300 11 AVE SE	251.01

5067	6	1	1304 11 AVE SE	251.01
5068	7 & N 1/2 of 8	1	1308 11 AVE SE	251.01
5070	9 & S 1/2 of 8	1	1316 11 AVE SE	251.01
5071	10	1	1400 11 AVE SE	251.01
5072	11	1	1404 11 AVE SE	251.01
5073	12	1	1408 11 AVE SE	251.01
5074	13	1	1200 14 ST SE	251.01
5084	14	1	1216 14 ST SE	251.01
5085	1	2	1117 11 ST SE	251.01
5086	2	2	1205 11 AVE SE	251.01
5087	3	2	1209 11 AVE SE	251.01
5088	4	2	1213 11 AVE SE	251.01
5089	5	2	1301 11 AVE SE	251.01
5090	6	2	1305 11 AVE SE	251.01
5091	7	2	1309 11 AVE SE	251.01
5092	8	2	1313 11 AVE SE	251.01
5093	9	2	1317 11 AVE SE	251.01
5094	10	2	1401 11 AVE SE	251.01
5095	11	2	1405 11 AVE SE	251.01
5096	12	2	1409 11 AVE SE	251.01
5097	13	2	1413 11 AVE SE	251.01
5098	14	2	1412 10 AVE SE	251.01
5099	15 & S 32' of 16	2	1410 10 AVE SE	251.01
5101	N 32' of 16 & All of 17	2	1400 10 AVE SE	251.01
5102	18	2	1316 10 AVE SE	251.01
5103	19	2	1312 10 AVE SE	251.01
5104	20	2	1308 10 AVE SE	251.01
5105	21	2	1304 10 AVE SE	251.01
5106	22	2	1300 10 AVE SE	251.01
5107	23	2	1212 10 AVE SE	251.01
5108	24	2	1208 10 AVE SE	251.01
5109	25	2	1204 10 AVE SE	251.01
5110	26	2	1200 10 AVE SE	251.01
5111	1	3	1205 10 AVE SE	251.01
5112	2	3	1209 10 AVE SE	251.01
5113	3	3	1213 10 AVE SE	251.01
5114	4	3	1301 10 AVE SE	251.01
5115	5	3	1303 10 AVE SE	251.01
5116	6	3	1305 10 AVE SE	251.01
5117	7	3	1309 10 AVE SE	251.01
5118	8	3	1313 10 AVE SE	251.01
5119	9	3	1317 10 AVE SE	251.01
5120	10	3	1401 10 AVE SE	251.01

5121	11	3	1405 10 AVE SE	251.01
5122	12	3	1409 10 AVE SE	251.01
5123	13	3	1413 10 AVE SE	251.01
5124	14	3	1416 9 AVE SE	251.01
5125	15	3	1412 9 AVE SE	251.01
5126	16	3	1408 9 AVE SE	251.01
5127	17	3	1404 9 AVE SE	251.01
5128	18	3	1400 9 AVE SE	251.01
5129	19	3	1316 9 AVE SE	251.01
5130	20	3	1312 9 AVE SE	251.01
5131	21	3	1308 9 AVE SE	251.01
5132	22	3	1304 9 AVE SE	251.01
5133	23	3	1300 9 AVE SE	251.01
5134	24	3	1216 9 AVE SE	251.01
5135	25	3	1212 9 AVE SE	251.01
5136	26	3	1208 9 AVE SE	251.01
5137	27	3	1001 11 ST SE	251.01
5138	1	4	913 11 ST SE	251.01
5139	2	4	909 11 ST SE	251.01
5140	3	4	1213 9 AVE SE	251.01
5141	4	4	1217 9 AVE SE	251.01
5142	5	4	1301 9 AVE SE	251.01
5143	6	4	1305 9 AVE SE	251.01
5144	7	4	1309 9 AVE SE	251.01
5145	8	4	1313 9 AVE SE	251.01
5146	9	4	1317 9 AVE SE	251.01
5147	10	4	1401 9 AVE SE	251.01
5148	11	4	1405 9 AVE SE	251.01
5149	12	4	1409 9 AVE SE	251.01
5150	13	4	1413 9 AVE SE	251.01
5151	14	4	1417 9 AVE SE	251.01
5152	15	4	1501 9 AVE SE	251.01
5153	16	4	1505 9 AVE SE	251.01
5154	17	4	1508 8 AVE SE	251.01
5155	18	4	1504 8 AVE SE	251.01
5156	19	4	1500 8 AVE SE	251.01
5157	20	4	1416 8 AVE SE	251.01
5158	21	4	1412 8 AVE SE	251.01
5159	22	4	1408 8 AVE SE	251.01
5160	23	4	1404 8 AVE SE	251.01
5161	24	4	1400 8 AVE SE	251.01
5162	25	4	1316 8 AVE SE	251.01
5163	26	4	1312 8 AVE SE	251.01

5164	27	4	1308 8 AVE SE	251.01
5165	28	4	1304 8 AVE SE	251.01
5166	29 & S 1/2 of 30	4	1300 8 AVE SE	251.01
5168	31 & N 1/2 of 30	4	1212 8 AVE SE	251.01
5169	32	4	905 11 ST SE	251.01
5170	33	4	901 11 ST SE	251.01
<u>PLAINVIEW HTS 1ST</u>				
5333	1	1	1309 19 ST SE	251.01
5334	2	1	1305 19 ST SE	251.01
5335	3	1	1301 19 ST SE	251.01
5336	4	1	1217 19 ST SE	251.01
5337	5	1	1213 19 ST SE	251.01
5338	6	1	1209 19 ST SE	251.01
5339	7	1	2000 11 AVE SE	251.01
5340	8	1	1204 20 ST SE	251.01
5341	9	1	1208 20 ST SE	251.01
5342	10	1	1212 20 ST SE	251.01
5343	11	1	1216 20 ST SE	251.01
5344	12	1	1220 20 ST SE	251.01
5345	13	1	2100 12 AVE SE	251.01
5346	14	1	2102 12 AVE SE	251.01
5347	15	1	2104 12 AVE SE	251.01
5348	16	1	2108 12 AVE SE	251.01
5349	17	1	2112 12 AVE SE	251.01
5350	18 (LESS S 5')	1	2200 12 AVE SE	251.01
5351	19 & S 5' of 18	1	2204 12 AVE SE	251.01
5352	20	1	2208 12 AVE SE	251.01
5353	21	1	2212 12 AVE SE	251.01
5354	22	1	2300 12 AVE SE	251.01
5355	23	1	2308 12 AVE SE	251.01
5356	24	1	2312 12 AVE SE	251.01
5357	25 & 26	1	2316 12 AVE SE	251.01
5359	1	2	2100 11 AVE SE	251.01
5360	2	2	2104 11 AVE SE	251.01
5361	3 & N 20' of 4	2	2108 11 AVE SE	251.01
5362	4 (Less N 20') & N 20' of 5	2	2112 11 AVE SE	251.01
5363	5 (Less N 20') & N 10' of 6	2	2200 11 AVE SE	251.01
5364	6 (Less N 10')	2	2204 11 AVE SE	251.01
5365	7	2	2208 11 AVE SE	251.01
5366	8	2	2212 11 AVE SE	251.01
5367	9	2	2300 11 AVE SE	251.01
5368	10	2	2308 11 AVE SE	251.01
5369	11	2	1200 23 ST SE	251.01

5370	12	2	1202 23 ST SE	251.01
5371	13	2	2317 12 AVE SE	251.01
5372	14	2	2309 12 AVE SE	251.01
5373	15	2	2301 12 AVE SE	251.01
5374	16	2	2213 12 AVE SE	251.01
5375	17 & S 7' of 18	2	2209 12 AVE SE	251.01
5376	18 (Less S 7')	2	2205 12 AVE SE	251.01
5377	19	2	2201 12 AVE SE	251.01
5378	20	2	2113 12 AVE SE	251.01
5379	21	2	2109 12 AVE SE	251.01
5380	22	2	2105 12 AVE SE	251.01
5381	23	2	1215 20 ST SE	251.01
5382	16	3	1112 23 ST SE	251.01
5383	17	3	2309 11 AVE SE	251.01
5384	18	3	2301 11 AVE SE	251.01
5385	19	3	2213 11 AVE SE	251.01
5386	20	3	2209 11 AVE SE	251.01
5387	23	3	2109 11 AVE SE	251.01
5388	24	3	2105 11 AVE SE	251.01
5389	25	3	2103 11 AVE SE	251.01
5395	1 & 2 (Less W 24' of 2)	8	1309 23 ST SE	251.01
5397	W 24' of 2 & all of 3	8	1301 23 ST SE	251.01
5398	4	8	1221 23 ST SE	251.01
5399	5	8	1217 23 ST SE	251.01
5400	6	8	1213 23 ST SE	251.01
5401	7	8	1207 23 ST SE	251.01
5402	8	8	1201 23 ST SE	251.01
5403	9	8	1113 23 ST SE	251.01
5404	1 UNIT A	9	1101 19 ST SE	251.01
5404A	1 UNIT B	9	1103 19 ST SE	251.01
5404B	1 UNIT C	9	1105 19 ST SE	251.01
5404C	1 UNIT D	9	1107 19 ST SE	251.01
5405	2	9	2004 10 AVE SE	251.01
5406	3	9	2008 10 AVE SE	251.01
5407	4	9	2012 10 AVE SE	251.01
5408	5	9	2100 10 AVE SE	251.01
5409	6	9	2104 10 AVE SE	251.01
5410	7	9	2108 10 AVE SE	251.01
5411	8	9	2112 10 AVE SE	251.01
5412	9	9	2200 10 AVE SE	251.01
5413	10	9	2204 10 AVE SE	251.01
5414	11	9	2208 10 AVE SE	251.01
5415	12	9	2212 10 AVE SE	251.01

5416	13	9	2300 10 AVE SE	251.01
5417	14	9	2304 10 AVE SE	251.01
5418	15	9	1100 23 ST SE	251.01
5419	16	9	2113 11 AVE SE	251.01
5419A	17	9	2201 11 AVE SE	251.01
5420	1 & 2	10	2001 10 AVE SE	251.01
5422	3	10	1005 19 ST SE	251.01
5423	4	10	1001 19 ST SE	251.01
5424	5	10	913 19 ST SE	251.01
5425	6	10	909 19 ST SE	251.01
5426	7	10	905 19 ST SE	251.01
5427	8	10	901 19 ST SE	251.01
5428	9 & N 5' of 10	10	2004 8 AVE SE	251.01
5429	10 (Less N 5')	10	2008 8 AVE SE	251.01
5430	11	10	2012 8 AVE SE	251.01
5431	12	10	2100 8 AVE SE	251.01
5432	13	10	2104 8 AVE SE	251.01
5433	14	10	900 21 ST SE	251.01
5435	1	11	901 21 ST SE	251.01
5436	2	11	2204 8 AVE SE	251.01
5437	3	11	2208 8 AVE SE	251.01
5438	4	11	2212 8 AVE SE	251.01
5439	5	11	2300 8 AVE SE	251.01
5441	6	11	2304 8 AVE SE	251.01
5442	7	11	2308 8 AVE SE	251.01
5443	8	11	900 23 ST SE	251.01
5444	9	11	904 23 ST SE	251.01
5445	10 (Less N 2')	11	2309 9 AVE SE	251.01
5446	11 & N 2' of 10	11	2305 9 AVE SE	251.01
5447	12	11	2301 9 AVE SE	251.01
5448	13	11	2213 9 AVE SE	251.01
5449	14	11	2209 9 AVE SE	251.01
5450	15	11	2205 9 AVE SE	251.01
5451	16	11	907 21 ST SE	251.01
5452	1	12	1001 21 ST SE	251.01
5453	2	12	2204 9 AVE SE	251.01
5454	3	12	2208 9 AVE SE	251.01
5455	4	12	2212 9 AVE SE	251.01
5456	5	12	2300 9 AVE SE	251.01
5457	6 & 137 sq ft of 7	12	2308 9 AVE SE	251.01
5458	7 (Less 137 sq ft)	12	1000 23 ST SE	251.01
5459	8	12	1004 23 ST SE	251.01
5460	9	12	2305 10 AVE SE	251.01

5461	10	12	2301 10 AVE SE	251.01
5462	11	12	2209 10 AVE SE	251.01
5463	12	12	2205 10 AVE SE	251.01
5464	13	12	2201 10 AVE SE	251.01
5465	1	13	905 23 ST SE	251.01
5466	2	13	901 23 ST SE	251.01
5467	1	14	1005 23 ST SE	251.01
5468	2	14	1001 23 ST SE	251.01
5469	1	15	1101 23 ST SE	251.01
<u>RIPPLES 2ND</u>				
5492	1	1	1413 15 ST SE	251.01
5493	2	1	1409 15 ST SE	251.01
5494	3	1	1405 15 ST SE	251.01
5495	4	1	1401 15 ST SE	251.01
5496	5 & E 1/2 of 6	1	1313 15 ST SE	251.01
5497	W 1/2 of 6 & all of 7	1	1305 15 ST SE	251.01
5498	8	1	1608 12 AVE SE	251.01
5499	9	1	1616 12 AVE SE	251.01
5500	10	1	1304 16 ST SE	251.01
5501	11	1	1308 16 ST SE	251.01
5502	12 & 13	1	1312 16 ST SE	251.01
5503	14	1	1404 16 ST SE	251.01
5504	15	1	1408 16 ST SE	251.01
5505	16	1	1617 14 AVE SE	251.01
5506	1	2	1709 14 AVE SE	251.01
5507	2	2	1409 16 ST SE	251.01
5508	3	2	1405 16 ST SE	251.01
5509	4	2	1401 16 ST SE	251.01
5510	5	2	1313 16 ST SE	251.01
5511	6	2	1309 16 ST SE	251.01
5512	7	2	1305 16 ST SE	251.01
5513	8	2	1706 12 AVE SE	251.01
5514	9	2	1712 12 AVE SE	251.01
5515	10	2	1304 17 ST SE	251.01
5516	11	2	1308 17 ST SE	251.01
5517	12	2	1312 17 ST SE	251.01
5518	13	2	1400 17 ST SE	251.01
5519	14	2	1404 17 ST SE	251.01
5520	15	2	1408 17 ST SE	251.01
5521	16	2	1713 14 AVE SE	251.01
5522	1	3	1805 14 AVE SE	251.01
5523	2	3	1409 17 ST SE	251.01
5524	3	3	1405 17 ST SE	251.01

5525	4	3	1401 17 ST SE	251.01
5526	5	3	1313 17 ST SE	251.01
5527	6	3	1309 17 ST SE	251.01
5528	7	3	1305 17 ST SE	251.01
5529	8	3	1804 12 AVE SE	251.01
5530	9	3	1812 12 AVE SE	251.01
5531	10	3	1304 18 ST SE	251.01
5532	11	3	1308 18 ST SE	251.01
5533	12	3	1312 18 ST SE	251.01
5534	13	3	1400 18 ST SE	251.01
5535	14	3	1404 18 ST SE	251.01
5536	15	3	1408 18 ST SE	251.01
5537	16	3	1813 14 AVE SE	251.01
5538	1 & E 35' of 2	4	1909 14 AVE SE	251.01
5540	W 35' of 2 & all of 3	4	1405 18 ST SE	251.01
5541	4	4	1401 18 ST SE	251.01
5542	5	4	1313 18 ST SE	251.01
5543	6	4	1309 18 ST SE	251.01
5544	7	4	1305 18 ST SE	251.01
5545	8	4	1908 12 AVE SE	251.01
5546	9	4	1912 12 AVE SE	251.01
5547	10	4	1304 19 ST SE	251.01
5548	11	4	1308 19 ST SE	251.01
5549	12	4	1312 19 ST SE	251.01
5550	13	4	1400 19 ST SE	251.01
5551	14	4	1404 19 ST SE	251.01
5552	15	4	1408 19 ST SE	251.01
5553	16	4	1913 14 AVE SE	251.01
<u>MANDAN LANDS 139-81</u>				
2927	S1/2 SW1/4 (Less Keidel Southheart Terrace 1st - 52.32 acres	34	2927	35,141.52
2944	S1/2 SE1/4 (Less .21 acres & less part for Heart Ridge Addition)	34	3851A	74,048.21
2944A	Part of E2 W2 SE4 & E2 SE4 SE4	34	2944A	251.01
2945	Aud Lot A of SE1/4 (Less Nicolas 1st; Less .59 acres to City; Less HIT 1st	34	3851B	4,518.20
2985A	1 of Lot A of E2 SW4	35	1412 15 ST SE	251.01
<u>MANDAN LANDS 138-81</u>				
9001B	H of NW4 (Less Part for Volk Hills Estates)	2	9001 B	251.01
10305	Part of SW 1/4	2	10305	251.01
10307	Part of Lot 1 of Lot 1	2	10307	251.01
<u>BAHM'S 1ST</u>				
9359	1	1	2003 14 AVE SE	251.01

9360	2	1	2101 14 AVE SE	251.01
9361	3	1	2203 14 AVE SE	251.01
9363	1	2	2401 14 AVE SE	251.01
9367	1	3	2204 14 AVE SE	251.01
9369	3	3	2404 14 AVE SE	251.01
9370	4	3	2500 14 AVE SE	251.01
9371	5	3	2604 14 AVE SE	251.01
<u>PLAINVIEW HTS 2ND</u>				
8361	1 (8363 Assessed with this parcel)	1	1111 19 ST SE	251.01
8362	2	1	1113 19 ST SE	251.01
8363B	S 37' of lots 3-4-5-7	1	8363B	251.01
8370	N 25' lots 8-9-10 Unit 1 Common area	1	2019 11 AVE SE	251.01
8370A	S25' of N50' of 8-9-10 Unit 2 Common area	1	2021 11 AVE SE	251.01
8370B	N25' of S 50' of 8-9-10 Unit 3 Common area	1	2023 11 AVE SE	251.01
8370C	S25' of 8-9-10 Unit 4 Common area	1	2025 11 AVE SE	251.01
8371	11 & 12	1	2101 11 AVE SE	251.01
<u>RIPPLES 3RD</u>				
8381	1	1	1364 14 ST SE	251.01
<u>EVERGREEN HGTS 1ST</u>				
8535	1	1	1604 14 AVE SE	251.01
8536	2	1	1608 14 AVE SE	251.01
<u>RIPPLES 4TH</u>				
8571	2	1	1306 15 ST SE	251.01
8572	3	1	1305 14 ST SE	251.01
8573	4	1	1400 12 AVE SE	251.01
8574	5 (Less S 3.79') aka Aud Lot A of 5	1	1404 12 AVE SE	251.01
8575	S 3.79' of 5 aka Aud Lot B of 5 & all of 6	1	1500 12 AVE SE	251.01
8576	7	1	1504 12 AVE SE	251.01
8577	8	1	1600 12 AVE SE	251.01
8578	9	1	1606 12 AVE SE	251.01
8579	10	1	1304 15 ST SE	251.01
8580	11	1	1308 15 ST SE	251.01
8581	12	1	1310 15 ST SE	251.01
8582	13	1	1312 15 ST SE	251.01
<u>SCHOOL DISTRICT #3</u>				
9187	1	1	2007 8 AVE SE	2,510.11
<u>PLAINVIEW HTS 3RD</u>				
9272	1	1	1014 20 ST SE	251.01
9273	2	1	1010 20 ST SE	251.01
9274	3	1	1006 20 ST SE	251.01
9275	4	1	1002 20 ST SE	251.01
9276	5	1	910 20 ST SE	251.01
9277	6	1	906 20 ST SE	251.01

9278	7	1	902 20 ST SE	251.01
9279	8	1	903 20 ST SE	251.01
9280	9	1	907 20 ST SE	251.01
9281	10	1	911 20 ST SE	251.01
9282	11	1	1003 20 ST SE	251.01
9283	12	1	1007 20 ST SE	251.01
9284	13	1	1011 20 ST SE	251.01
9285	14	1	1015 20 ST SE	251.01
9286	15	1	1012 21 ST SE	251.01
9287	16	1	1008 21 ST SE	251.01
9288	17	1	1004 21 ST SE	251.01
9289	18	1	1000 21 ST SE	251.01
9290	19	1	916 21 ST SE	251.01
9291	20	1	912 21 ST SE	251.01
9292	21	1	908 21 ST SE	251.01
9293	22	1	904 21 ST SE	251.01
<u>NICOLA'S 4TH</u>				
9330	1	1	800 8 AVE SE	251.01
9331	1	2	904 8 AVE SE	251.01
9332	2	2	900 10 ST SE	251.01
9333	3	2	904 10 ST SE	251.01
9334	4	2	1000 10 ST SE	251.01
9335	5	2	1004 10 ST SE	251.01
9336	6	2	1100 10 ST SE	251.01
9337	7	2	1103 10 ST SE	251.01
9338	8 & 9	2	1101 10 ST SE	251.01
9340	10	2	1003 10 ST SE	251.01
9341	11	2	905 10 ST SE	251.01
9342	12	2	903 10 ST SE	251.01
9343	13	2	901 10 ST SE	251.01
<u>LINCOLN RIDGE EST 1ST</u>				
9380	1	1	817 23 ST SE	251.01
9381	2	1	813 23 ST SE	251.01
9382	3	1	809 23 ST SE	251.01
9383	4	1	805 23 ST SE	251.01
9384	5	1	801 23 ST SE	251.01
9385	6	1	709 23 ST SE	251.01
9386	7	1	705 23 ST SE	251.01
9387	8	1	701 23 ST SE	251.01
9388	1	2	704 23 ST SE	251.01
9389	2	2	2304 WEST VIEW PL SE	251.01
9390	3	2	2300 WEST VIEW PL SE	251.01
9391	4	2	2210 WEST VIEW PL SE	251.01

9392	5	2	2208 WEST VIEW PL SE	251.01
9393	6	2	2204 WEST VIEW PL SE	251.01
9394	7	2	2200 WEST VIEW PL SE	251.01
9395	8 & Aud Lot A	2	2201 WEST VIEW PL SE	251.01
9396	9	2	2205 WEST VIEW PL SE	251.01
9397	RE-PLAT of 10	2	2209 WEST VIEW PL SE	251.01
9398	RE-PLAT of 11	2	2301 WEST VIEW PL SE	251.01
9399	12	2	2305 WEST VIEW PL SE	251.01
9400	13	2	2309 WEST VIEW PL SE	251.01
9401	W 1/2 of 1	3	2200 EAST VIEW PL SE	251.01
9401A	E 1/2 of 1	3	2201 8 AVE SE	251.01
9402	W 1/2 of 2	3	2204 EAST VIEW PL SE	251.01
9402A	E 1/2 of 2	3	2205 8 AVE SE	251.01
9403	3	3	2208 EAST VIEW PL SE	251.01
9404	4	3	2212 EAST VIEW PL SE	251.01
9405	5	3	2300 EAST VIEW PL SE	251.01
9406	6	3	2304 EAST VIEW PL SE	251.01
9407	7	3	812 23 ST SE	251.01
9408	8	3	808 23 ST SE	251.01
9409	9	3	2308 EAST VIEW PL SE	251.01
9410	10	3	804 23 ST SE	251.01
9411	11	3	800 23 ST SE	251.01
9412	12	3	2309 EAST VIEW PL SE	251.01
9413	13	3	2305 EAST VIEW PL SE	251.01
9414	14	3	2301 EAST VIEW PL SE	251.01
9415	15	3	2213 EAST VIEW PL SE	251.01
9416	16	3	2209 EAST VIEW PL SE	251.01
9417	17	3	2205 EAST VIEW PL SE	251.01
9418	18	3	2201 EAST VIEW PL SE	251.01

PLAINVIEW HTS 4TH

9419	1	1	2405 9 AVE SE	251.01
9420	2	1	2409 9 AVE SE	251.01
9421	3	1	2501 9 AVE SE	251.01
9422	4	1	2507 9 AVE SE	251.01
9423	5	1	2513 9 AVE SE	251.01
9424	6	1	2519 9 AVE SE	251.01
9425	1	2	2404 9 AVE SE	251.01
9426	2	2	2408 9 AVE SE	251.01
9427	3	2	2500 9 AVE SE	251.01
9428	4	2	2506 9 AVE SE	251.01
9429	5	2	2512 9 AVE SE	251.01
9430	6	2	2518 9 AVE SE	251.01

EVERGREEN HGTS 2ND-REPLAT

9431	1	1	1708 14 AVE SE	251.01
9432	2	1	1712 14 AVE SE	251.01
9433	3	1	1716 14 AVE SE	251.01
9434	4	1	1806 14 AVE SE	251.01
9435	5 (Less S 15')	1	1810 14 AVE SE	251.01
9436	S 15' of 5 & all of 6	1	1814 14 AVE SE	251.01
9437	7	1	1908 14 AVE SE	251.01
9438	8	1	1912 14 AVE SE	251.01
9439	1	2	1616 14 AVE SE	251.01
<u>PLAINVIEW HTS 5TH</u>				
9441	1	1	2523 9 AVE SE	251.01
9442	2	1	2529 9 AVE SE	251.01
9443	3	1	2601 9 AVE SE	251.01
9444	4	1	2607 9 AVE SE	251.01
9445	5	1	2613 9 AVE SE	251.01
9446	6	1	2619 9 AVE SE	251.01
9447	7	1	2701 9 AVE SE	251.01
9448	8	1	2707 9 AVE SE	251.01
9449	1	2	1000 25 ST SE	251.01
9450	1	3	2606 9 AVE SE	251.01
9451	2	3	2612 9 AVE SE	251.01
9452	3	3	2618 9 AVE SE	251.01
<u>KEIDEL ESTATES 1ST</u>				
1478	1	2	701 PRAIRIE VIEW DR SW	251.01
<u>PLAINVIEW HTS 6TH</u>				
9486	1	1	2409 10 AVE SE	251.01
9487	2	1	2503 10 AVE SE	251.01
9488	3	1	2509 10 AVE SE	251.01
9489	4	1	2515 10 AVE SE	251.01
9490	5	1	1026 25 ST SE	251.01
9491	6	1	1020 25 ST SE	251.01
9492	7	1	1014 25 ST SE	251.01
9493	8	1	1008 25 ST SE	251.01
9494	9	1	1002 25 ST SE	251.01
9495	1	2	2408 10 AVE SE	251.01
9496	2	2	2508 10 AVE SE	251.01
9497	3	2	2514 10 AVE SE	251.01
9498	4 (Less SE 2.5')	2	2520 10 AVE SE	251.01
9499	SE 2.5' of 4 & all of 5 & NW 205' of 6	2	2526 10 AVE SE	251.01
9500	6 (Less NW 2.5')	2	2602 10 AVE SE	251.01
9501	7	2	2608 10 AVE SE	251.01
9502	8	2	2614 10 AVE SE	251.01
9503	1	3	1033 25 ST SE	251.01

9504	2	3	1027 25 ST SE	251.01
9505	3	3	1021 25 ST SE	251.01
9506	4	3	1015 25 ST SE	251.01
9507	5	3	1009 25 ST SE	251.01
9508	6	3	1003 25 ST SE	251.01
<u>PLAINVIEW HTS 7TH</u>				
9566	1	1	2618 10 AVE SE	251.01
9567	2	1	2622 10 AVE SE	251.01
9568	3	1	2626 10 AVE SE	251.01
9569	4	1	2630 10 AVE SE	251.01
9570	5	1	2634 10 AVE SE	251.01
9571	6	1	2638 10 AVE SE	251.01
9572	7	1	2700 10 AVE SE	251.01
9573	8	1	2704 10 AVE SE	251.01
9574	9	1	2708 10 AVE SE	251.01
9575	1	2	2617 10 AVE SE	251.01
9576	2	2	2623 10 AVE SE	251.01
9577	3	2	2627 10 AVE SE	251.01
9578	4	2	2631 10 AVE SE	251.01
9579	5	2	1023 PLAINVIEW DR SE	251.01
9580	6	2	1019 PLAINVIEW DR SE	251.01
9581	7	2	1015 PLAINVIEW DR SE	251.01
9582	8	2	1011 PLAINVIEW DR SE	251.01
9583	9	2	1007 PLAINVIEW DR SE	251.01
9584	10	2	2712 9 AVE SE	251.01
9585	1	3	1022 PLAINVIEW DR SE	251.01
9586	2	3	1018 PLAINVIEW DR SE	251.01
9587	3	3	1014 PLAINVIEW DR SE	251.01
9588	4	3	1010 PLAINVIEW DR SE	251.01
9589	5	3	1006 PLAINVIEW DR SE	251.01
9590	6	3	1002 PLAINVIEW DR SE	251.01
9591	7	3	2714 PLAINVIEW DR SE	251.01
9592	8	3	2718 PLAINVIEW DR SE	251.01
9593	9	3	2722 PLAINVIEW DR SE	251.01
9594	1	4	2711 9 AVE SE	251.01
9595	2	4	2715 9 AVE SE	251.01
9596	3	4	2719 PLAINVIEW DR SE	251.01
9597	4	4	2723 PLAINVIEW DR SE	251.01
<u>PLAINVIEW HTS 8TH</u>				
9887	1	1	2713 10 AVE SE	251.01
9888	2	1	2717 10 AVE SE	251.01
9889	3	1	2721 10 AVE SE	251.01
9890	4	1	2725 10 AVE SE	251.01

9891	5	1	2729 10 AVE SE	251.01
9892	6	1	2733 10 AVE SE	251.01
9893	1	2	2712 10 AVE SE	251.01
9894	2	2	2716 10 AVE SE	251.01
9895	3	2	2720 10 AVE SE	251.01
9896	4	2	2724 10 AVE SE	251.01
9897	5	2	2728 10 AVE SE	251.01
9898	6	2	2732 10 AVE SE	251.01
<u>RIPPLES 4TH - REPLAT</u>				
1387	W 74.20' of 1	1	1401 14 ST SE	251.01
1387A	1 (Less W 74.20')	1	1405 14 ST SE	251.01
1388	2	1	1309 14 ST SE	251.01
1389	3	1	1416 15 ST SE	251.01
<u>PLAINVIEW HTS 9TH</u>				
9924	1	1	2404 8 AVE SE	251.01
9925	2	1	2408 8 AVE SE	251.01
9926	3	1	2412 8 AVE SE	251.01
9927	4	1	2502 8 AVE SE	251.01
9928	5	1	2506 8 AVE SE	251.01
9929	6	1	2510 8 AVE SE	251.01
9930	7	1	2514 8 AVE SE	251.01
9931	8	1	2518 8 AVE SE	251.01
9932	9	1	2600 8 AVE SE	251.01
9933	10	1	2604 8 AVE SE	251.01
9934	11	1	2608 8 AVE SE	251.01
9935	12	1	2612 8 AVE SE	251.01
9936	13	1	2702 8 AVE SE	251.01
9937	14	1	2706 8 AVE SE	251.01
<u>BENDER ADDITION</u>				
10021	1	1	2403 BENDER PL SE	251.01
10022	2	1	2407 BENDER PL SE	251.01
10023	3	1	2411 BENDER PL SE	251.01
10024	4	1	2501 BENDER PL SE	251.01
10025	5	1	2505 BENDER PL SE	251.01
10026	6	1	822 25 ST SE	251.01
10027	7	1	818 25 ST SE	251.01
10028	8	1	814 25 ST SE	251.01
10029	9	1	810 25 ST SE	251.01
<u>PLAINVIEW HTS 10TH</u>				
10256	1	1	2710 8 AVE SE	251.01
10257	2	1	2714 8 AVE SE	251.01
10258	3	1	900 27 ST SE	251.01
10259	4	1	908 27 ST SE	251.01

10260	1	2	901 27 ST SE	251.01
10261	2	2	905 27 ST SE	251.01
10262	3	2	909 27 ST SE	251.01
10263	4	2	913 27 ST SE	251.01
10264	5	2	2801 PLAINVIEW DR SE	251.01
10265	6	2	2805 PLAINVIEW DR SE	251.01
10266	7	2	2807 PLAINVIEW DR SE	251.01
10267	8	2	2811 PLAINVIEW DR SE	251.01
10268	9	2	2901 PLAINVIEW DR SE	251.01
10269	10	2	2905 PLAINVIEW DR SE	251.01
10270	11	2	2909 PLAINVIEW DR SE	251.01
10271	12	2	2913 PLAINVIEW DR SE	251.01
10272	13	2	3001 PLAINVIEW DR SE	251.01
10273	14	2	3005 PLAINVIEW DR SE	251.01
10274	15	2	3009 PLAINVIEW DR SE	251.01
10275	1	3	3008 PLAINVIEW DR SE	251.01
10276	2	3	3004 PLAINVIEW DR SE	251.01
10277	3	3	3000 PLAINVIEW DR SE	251.01
10278	4	3	2912 PLAINVIEW DR SE	251.01
10279	5	3	2908 PLAINVIEW DR SE	251.01
10280	6	3	2904 PLAINVIEW DR SE	251.01
10281	7	3	2900 PLAINVIEW DR SE	251.01
10282	8	3	2812 PLAINVIEW DR SE	251.01
10283	9	3	2808 PLAINVIEW DR SE	251.01
10284	10	3	2804 PLAINVIEW DR SE	251.01
10285	11	3	2800 PLAINVIEW DR SE	251.01
	<u>HIT 1ST</u>			
10912	1	1	1201 7 AVE SE	1,255.05
10913	2	1	1211 7 AVE SE	1,255.05
10914	3	1	1301 7 AVE SE	1,255.05
	<u>PLAINVIEW HTS 11TH</u>			
10402	1	1	1003 27 ST SE	251.01
10403	2	1	2803 10 AVE SE	251.01
10404	3	1	2807 10 AVE SE	251.01
10405	4	1	2811 BELGIAN BEND SE	251.01
10406	5	1	2815 BELGIAN BEND SE	251.01
10407	6	1	2901 BELGIAN BEND SE	251.01
10408	7	1	2905 BELGIAN BEND SE	251.01
10409	8	1	2909 BELGIAN BEND SE	251.01
10410	9	1	3001 BELGIAN BEND SE	251.01
10411	10	1	3005 BELGIAN BEND SE	251.01
10412	11	1	3009 BELGIAN BEND SE	251.01
10413	12	1	3013 BELGIAN BEND SE	251.01

10414	1	2	3012 BELGIAN BEND SE	251.01
10415	2	2	3008 BELGIAN BEND SE	251.01
10416	3	2	3004 BELGIAN BEND SE	251.01
10417	4	2	3000 BELGIAN BEND SE	251.01
10418	5	2	2908 BELGIAN BEND SE	251.01
10419	6	2	2904 BELGIAN BEND SE	251.01
10420	7	2	2900 BELGIAN BEND SE	251.01
10421	8	2	2901 BUCKSKIN RD SE	251.01
10422	9	2	2905 BUCKSKIN RD SE	251.01
10423	10	2	2909 BUCKSKIN RD SE	251.01
10424	11	2	3001 BUCKSKIN RD SE	251.01
10425	12	2	3005 BUCKSKIN RD SE	251.01
10426	13	2	3009 BUCKSKIN RD SE	251.01
10427	14	2	3013 BUCKSKIN RD SE	251.01
10428	1	3	3008 BUCKSKIN RD SE	251.01
10429	2	3	3004 BUCKSKIN RD SE	251.01
10430	3	3	3000 BUCKSKIN RD SE	251.01
10431	4	3	2908 BUCKSKIN RD SE	251.01
10432	5	3	2904 BUCKSKIN RD SE	251.01
10433	6	3	2900 BUCKSKIN RD SE	251.01
10434	7	3	2818 BUCKSKIN RD SE	251.01
10435	8	3	2814 BUCKSKIN RD SE	251.01
10436	9	3	2810 BUCKSKIN RD SE	251.01
10437	10	3	2806 10 AVE SE	251.01
10438	11	3	1101 27 ST SE	251.01
	<u>LINCOLN RIDGE EST 2ND</u>			
10487	1 & 2	1	2401 WEST VIEW PL SE	251.01
10489	3	1	502 LINCOLN CT SE	251.01
10490	4	1	406 LINCOLN CT SE	251.01
10491	5	1	402 LINCOLN CT SE	251.01
10492	6	1	401 LINCOLN CT SE	251.01
10493	7	1	501 LINCOLN CT SE	251.01
10494	8	1	601 LINCOLN CT SE	251.01
10495	1	2	2404 WEST VIEW PL SE	251.01
	<u>VOLK HILLS ESTATES</u>			
10371	1	1	809 25 ST SE	251.01
10372	2	1	813 25 ST SE	251.01
10373	3	1	817 25 ST SE	251.01
10374	4	1	821 25 ST SE	251.01
10375	5	1	2603 8 AVE SE	251.01
10376	6	1	2607 8 AVE SE	251.01
10377	7	1	2611 8 AVE SE	251.01
10378	8	1	2701 8 AVE SE	251.01

10379	9	1	2705 8 AVE SE	251.01
	<u>PLAINVIEW HTS 12TH</u>			
10569	1	1	3017 BUCKSKIN DR SE	251.01
10570	1	2	3023 PERCHERON DR SE	251.01
10571	2	2	3019 PERCHERON DR SE	251.01
10572	3	2	3015 PERCHERON DR SE	251.01
10573	4	2	3001 PERCHERON DR SE	251.01
10574	5	2	2913 PERCHERON DR SE	251.01
10575	6	2	2909 PERCHERON DR SE	251.01
10576	7	2	2905 PERCHERON DR SE	251.01
10577	8	2	2901 PERCHERON DR SE	251.01
10578	9	2	2817 14 AVE SE	251.01
10579	10	2	2813 14 AVE SE	251.01
10580	11	2	2809 14 AVE SE	251.01
10581	12	2	2805 14 AVE SE	251.01
10582	13	2	2801 14 AVE SE	251.01
10583	14	2	1401 27 ST SE	251.01
10584	15	2	1301 27 ST SE	251.01
10585	16	2	1201 27 ST SE	251.01
10586	1	3	1501 27 ST SE	251.01
10587	2	3	2800 MESSARA PL SE	251.01
10588	3	3	2824 MESSARA PL SE	251.01
10589	4	3	2828 MESSARA PL SE	251.01
10590	5	3	2832 MESSARA PL SE	251.01
10591	6	3	2900 MESSARA PL SE	251.01
10592	7	3	2904 14 AVE SE	251.01
10593	8	3	2908 14 AVE SE	251.01
10594	9	3	2912 14 AVE SE	251.01
10595	10	3	3000 14 AVE SE	251.01
10596	11	3	3004 14 AVE SE	251.01
10597	12	3	3008 14 AVE SE	251.01
10598	1	4	3009 14 AVE SE	251.01
10599	2	4	3005 14 AVE SE	251.01
10600	3	4	3001 14 AVE SE	251.01
10601	4	4	2905 14 AVE SE	251.01
10602	5	4	2901 14 AVE SE	251.01
10603	6	4	2829 14 AVE SE	251.01
10604	7	4	2825 14 AVE SE	251.01
10605	8	4	2904 PERCHERON DR SE	251.01
10606	9	4	2908 PERCHERON DR SE	251.01
10607	10	4	3004 BRETON CT SE	251.01
10608	11	4	3008 BRETON CT SE	251.01
10609	12	4	3012 BRETON CT SE	251.01

10610	13	4	3016 BRETON CT SE	251.01
10611	14	4	3020 PERCHERON DR SE	251.01
10612	15	4	3024 PERCHERON DR SE	251.01
10613	16	4	3028 PERCHERON DR SE	251.01
10614	17	4	3100 PERCHERON DR SE	251.01
	<u>KEIDEL'S SOUTHHEART TERR</u>			
10713	1	1	9999 KEIDEL TRL SW	1,255.05
10714	2	1	9999 KEIDEL TRL SW	1,255.05
10715	3	1	9999 KEIDEL TRL SW	1,255.05
10716	4	1	9999 KEIDEL TRL SW	1,255.05
10717	5	1	9999 KEIDEL TRL SW	1,255.05
10718	6	1	9999 KEIDEL TRL SW	1,255.05
10719	7	1	9999 KEIDEL TRL SW	1,255.05
10720	8	1	9999 KEIDEL TRL SW	1,255.05
10721	9	1	9999 KEIDEL TRL SW	1,255.05
10722	10	1	9999 KEIDEL TRL SW	1,255.05
10723	11	1	9999 KEIDEL TRL SW	1,255.05
10724	12	1	9999 KEIDEL TRL SW	1,255.05
10725	1	2	9999 KEIDEL TRL SW	1,255.05
10726	2	2	9999 KEIDEL TRL SW	1,255.05
10727	3	2	9999 KEIDEL TRL SW	1,255.05
10728	4	2	9999 KEIDEL TRL SW	1,255.05
10729	5	2	9999 KEIDEL TRL SW	1,255.05
10730	6	2	9999 KEIDEL TRL SW	1,255.05
10731	7	2	9999 KEIDEL TRL SW	1,255.05
10732	8	2	9999 KEIDEL TRL SW	1,255.05
10733	9	2	9999 KEIDEL CIR SW	1,255.05
10734	10	2	9999 KEIDEL CIR SW	1,255.05
10735	11	2	9999 KEIDEL CIR SW	1,255.05
10736	12	2	9999 KEIDEL CIR SW	1,255.05
10737	13	2	9999 KEIDEL CIR SW	1,255.05
10738	14	2	9999 KEIDEL CIR SW	1,255.05
10739	15	2	9999 KEIDEL CIR SW	1,255.05
10740	16	2	9999 KEIDEL CIR SW	1,255.05
10741	17	2	9999 KEIDEL CIR SW	1,255.05
10742	1	3	9999 KEIDEL CIR SW	1,255.05
10743	2	3	9999 KEIDEL CIR SW	1,255.05
10744	3	3	9999 KEIDEL CIR SW	1,255.05
10745	4	3	9999 KEIDEL CIR SW	1,255.05
10746	5	3	9999 KEIDEL CIR SW	1,255.05
10747	6	3	9999 KEIDEL CIR SW	1,255.05
10748	7	3	813 KEIDEL CIR SW	1,255.05
10749	8	3	9999 KEIDEL CIR SW	1,255.05

10750	9	3	9999 KEIDEL CIR SW	1,255.05
10751	10	3	9999 KEIDEL CIR SW	1,255.05
10752	11	3	9999 KEIDEL CIR SW	1,255.05
10753	12	3	9999 KEIDEL CIR SW	1,255.05
10754	13	3	9999 KEIDEL CIR SW	1,255.05
10755	14	3	9999 KEIDEL CIR SW	1,255.05
10756	15	3	9999 KEIDEL CIR SW	1,255.05
10757	16	3	9999 KEIDEL CIR SW	1,255.05
10758	17	3	9999 KEIDEL CIR SW	1,255.05
10759	18	3	9999 KEIDEL CIR SW	1,255.05
10760	19	3	9999 KEIDEL CIR SW	1,255.05
10761	20	3	9999 KEIDEL CIR SW	1,255.05
10762	21	3	9999 KEIDEL CIR SW	1,255.05
10763	22	3	9999 KEIDEL CIR SW	1,255.05
10764	23	3	9999 KEIDEL CIR SW	1,255.05
10765	24	3	9999 KEIDEL CIR SW	1,255.05
10766	25	3	9999 KEIDEL CIR SW	1,255.05
10767	26	3	9999 KEIDEL CIR SW	1,255.05
10768	27	3	9999 KEIDEL CIR SW	1,255.05
10769	28	3	9999 KEIDEL CIR SW	1,255.05
10770	29	3	9999 KEIDEL CIR SW	1,255.05
10771	30	3	1703 4 AVE SW	1,255.05
10772	31	3	1801 4 AVE SW	1,255.05
10773	32	3	1805 4 AVE SW	1,255.05
10774	33	3	1809 4 AVE SW	1,255.05
10775	34	3	1813 4 AVE SW	1,255.05
10776	35	3	1903 4 AVE SW	1,255.05
10777	36	3	1907 4 AVE SW	1,255.05
10778	37	3	1911 4 AVE SW	1,255.05
10779	38	3	1915 4 AVE SW	1,255.05
10780	1	4	1914 4 AVE SW	1,255.05
10781	2	4	1910 4 AVE SW	1,255.05
10782	3	4	1906 4 AVE SW	1,255.05
10783	4	4	1902 4 AVE SW	1,255.05
10784	5	4	1810 4 AVE SW	1,255.05
10785	6	4	1806 4 AVE SW	1,255.05
10786	7	4	1802 4 AVE SW	1,255.05
10787	8	4	513 KEIDEL TRL SW	1,255.05
10788	9	4	509 KEIDEL TRL SW	1,255.05
10789	10	4	505 KEIDEL TRL SW	1,255.05
10790	11	4	409 KEIDEL TRL SW	1,255.05
10791	12	4	405 KEIDEL TRL SW	1,255.05
10792	13	4	401 KEIDEL TRL SW	1,255.05

10793	14	4	313 KEIDEL TRL SW	1,255.05
10794	15	4	309 KEIDEL TRL SW	1,255.05
10795	16	4	305 KEIDEL TRL SW	1,255.05
10796	17	4	301 KEIDEL TRL SW	1,255.05
10797	18	4	225 KEIDEL TRL SW	1,255.05
10798	19	4	221 KEIDEL TRL SW	1,255.05
10799	20	4	217 KEIDEL TRL SW	1,255.05
10800	21	4	213 KEIDEL TRL SW	1,255.05
10801	22	4	209 KEIDEL TRL SW	1,255.05
10802	23	4	205 KEIDEL TRL SW	1,255.05
10803	24	4	201 KEIDEL TRL SW	1,255.05
10804	1	5	1600 4 AVE SW	1,255.05
10805	2	5	1503 CANYON RD SW	1,255.05
10806	3	5	1505 CANYON RD SW	1,255.05
10807	4	5	1507 CANYON RD SW	1,255.05
10808	5	5	1509 CANYON RD SW	1,255.05
10809	6	5	1601 CANYON RD SW	1,255.05
10810	7	5	1605 CANYON RD SW	1,255.05
10811	8	5	1609 CANYON RD SW	1,255.05
10812	9	5	1613 CANYON RD SW	1,255.05
10813	10	5	1701 CANYON RD SW	1,255.05
10814	11	5	1703 CANYON RD SW	1,255.05
10815	12	5	1707 CANYON RD SW	1,255.05
10816	13	5	1801 CANYON RD SW	1,255.05
10817	14	5	1805 CANYON RD SW	1,255.05
10818	15	5	1809 CANYON RD SW	1,255.05
10819	16	5	1813 CANYON RD SW	1,255.05
10820	17	5	214 KEIDEL TRL SW	1,255.05
10821	18	5	300 KEIDEL TRL SW	1,255.05
10822	19	5	304 KEIDEL TRL SW	1,255.05
10823	20	5	308 KEIDEL TRL SW	1,255.05
10824	21	5	312 KEIDEL TRL SW	1,255.05
10825	22	5	400 KEIDEL TRL SW	1,255.05
10826	23	5	404 KEIDEL TRL SW	1,255.05
10827	24	5	408 KEIDEL TRL SW	1,255.05
10828	25	5	412 KEIDEL TRL SW	1,255.05
10829	26	5	416 KEIDEL TRL SW	1,255.05
10830	27	5	502 KEIDEL TRL SW	1,255.05
10831	28	5	506 KEIDEL TRL SW	1,255.05
10832	29	5	510 KEIDEL TRL SW	1,255.05
10833	30	5	514 KEIDEL TRL SW	1,255.05
10834	1	6	1500 CANYON RD SW	1,255.05
10835	2	6	1502 CANYON RD SW	1,255.05

10836	3	6	1504 CANYON RD SW	1,255.05
10837	4	6	1506 CANYON RD SW	1,255.05
10838	5	6	1508 CANYON RD SW	1,255.05
10839	6	6	1510 CANYON RD SW	1,255.05
10840	7	6	1600 CANYON RD SW	1,255.05
10841	8	6	1604 CANYON RD SW	1,255.05
10842	9	6	1608 CANYON RD SW	1,255.05
10843	10	6	1612 CANYON RD SW	1,255.05
10844	11	6	1616 CANYON RD SW	1,255.05
10845	12	6	1700 CANYON RD SW	1,255.05
10846	13	6	1704 CANYON RD SW	1,255.05
10847	14	6	1708 CANYON RD SW	1,255.05
10848	15	6	1712 CANYON RD SW	1,255.05
10849	16	6	1800 CANYON RD SW	1,255.05
10850	17	6	1804 CANYON RD SW	1,255.05
10851	18	6	1808 CANYON RD SW	1,255.05
10852	19	6	120 KEIDEL TRL SW	1,255.05
10853	20	6	116 KEIDEL TRL SW	1,255.05
10854	21	6	112 KEIDEL TRL SW	1,255.05
10855	22	6	108 KEIDEL TRL SW	1,255.05
10856	23	6	104 KEIDEL TRL SW	1,255.05
10857	24	6	100 KEIDEL TRL SW	1,255.05
10858	25	6	103 KEIDEL TRL SW	1,255.05
10859	26	6	107 KEIDEL TRL SW	1,255.05
10860	27	6	111 KEIDEL TRL SW	1,255.05
10861	28	6	115 KEIDEL TRL SW	1,255.05
10862	29	6	119 KEIDEL TRL SW	1,255.05
	<u>RIPPLES 5TH</u>			
10700	1	1	1360 14 ST SE	251.01
10701	2	1	1400 14 ST SE	251.01
	<u>HEART RIDGE</u>			
10965	1	1	1900 RIDGE DR SE	251.01
10966	2	1	1812 RIDGE DR SE	251.01
10967	3	1	1808 RIDGE DR SE	251.01
10968	4	1	1804 RIDGE DR SE	251.01
10969	5	1	1800 RIDGE DR SE	251.01
10970	6	1	1716 RIDGE DR SE	251.01
10971	7	1	1712 RIDGE DR SE	251.01
10972	8	1	1708 RIDGE DR SE	251.01
10973	9	1	1704 RIDGE DR SE	251.01
10974	10	1	1700 RIDGE DR SE	251.01
10975	11	1	1620 RIDGE DR SE	251.01
10976	12	1	1616 RIDGE DR SE	251.01

10977	13	1	1612 RIDGE DR SE	251.01
10978	14	1	1608 RIDGE DR SE	251.01
10979	15	1	1604 RIDGE DR SE	251.01
10980	16	1	1600 RIDGE DR SE	251.01
10981	17	1	1528 RIDGE DR SE	251.01
10982	18	1	1524 RIDGE DR SE	251.01
10983	19	1	1520 RIDGE DR SE	251.01
10984	20	1	601 14 ST SE	251.01
10985	21	1	605 14 ST SE	251.01
10986	22	1	609 14 ST SE	251.01
10987	23	1	701 14 ST SE	251.01
10988	24	1	705 14 ST SE	251.01
10989	25	1	709 14 ST SE	251.01
10990	26	1	713 14 ST SE	251.01
10991	27	1	801 14 ST SE	753.03
10992	28	1	805 14 ST SE	753.03
10993	29	1	809 14 ST SE	753.03
10994	30	1	1609 8 AVE SE	753.03
10995	31	1	1809 8 AVE SE	1,255.05
10996	32	1	1000 19 ST SE	1,255.05
10997	1	2	1809 RIDGE DR SE	251.01
10998	1	3	1805 RIDGE DR SE	251.01
10999	2	3	1801 RIDGE DR SE	251.01
11000	3	3	1713 RIDGE DR SE	251.01
11001	4	3	1709 RIDGE DR SE	251.01
11002	5	3	1705 RIDGE DR SE	251.01
11003	6	3	1701 RIDGE DR SE	251.01
11004	7	3	1615 RIDGE DR SE	251.01
11005	8	3	1609 RIDGE DR SE	251.01
11006	9	3	1605 RIDGE DR SE	251.01
11007	10	3	1601 RIDGE DR SE	251.01
11008	11	3	1529 RIDGE DR SE	251.01
11009	12	3	1525 RIDGE DR SE	251.01
11010	13	3	1521 RIDGE DR SE	251.01
11011	1	4	1309 7 AVE SE	753.03
11012	2	4	1409 7 AVE SE	753.03
11013	3	4	1509 7 AVE SE	753.03
11013-1	Lot A of Lot 3A & 1/8 interest of Lot 3G	4	710	251.01
11013-10	Lot B of Lot 3E	4	712 14 ST SE	251.01
11013-11	Lot A of Lot 3F	4	714 14 ST SE	251.01
11013-	Lot B of Lot 3F	4	716 14 ST SE	251.01

12

11013-2	Lot B of Lot 3A & 1/8 interest of Lot 3G	4	712	251.01
11013-3	Lot A of Lot 3B & 1/8 interest of Lot 3G	4	714	251.01
11013-4	Lot B of Lot 3B & 1/8 interest of Lot 3G	4	716	251.01
11013-5	Lot A of Lot 3C & 1/8 interest of Lot 3G	4	711	251.01
11013-6	Lot B of Lot 3C & 1/8 interest of Lot 3G	4	713	251.01
11013-7	Lot A of Lot 3D & 1/8 interest of Lot 3G	4	715	251.01
11013-8	Lot B of Lot 3D & 1/8 interest of 3G	4	717	251.01
11013-9	Lot A of Lot 3E	4	710 14 ST SE	251.01
11014	4	4	708 14 ST SE	251.01
11015	5	4	704 14 ST SE	251.01
11016	6	4	700 14 ST SE	251.01
11017	7	4	608 14 ST SE	251.01
11018	8	4	604 14 ST SE	251.01
11019	9	4	600 14 ST SE	251.01
11020	1	5	1513 PLAINS BEND SE	251.01
11021	2	5	1509 PLAINS BEND SE	251.01
11022	3	5	1505 PLAINS BEND SE	251.01
11023	4	5	1501 PLAINS BEND SE	251.01

Witness our hands officially as said Commission this 27th day of November, 2012.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

/s/ Deborah Holter
Member

Publish: January 04, 2013
January 11, 2013

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #158

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on February 05, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #158 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #158

We the undersigned, constituting the Special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #158 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

Construction	\$705,729.86
Engineering, Legal, Admin., Insp. & Construction Interest	72,456.82
Bonding Costs	38,909.36
Less Federal, State, and City contribution	(\$705,901.20)
Amount to be Assessed	\$111,194.84

Seq #	Lot	Blk	Address	Amount Assessed
<u>DINSMORE-PETERSON</u>				
732	1-3		601 3 ST SW	234.59
734	4 & 5		605 3 ST SW	234.59
735	6 & 7 & E 11' of 8		607 3 ST SW	234.59
736	W 14' of 8 & all 9 & 10		609 3 ST SW	234.59
740	13 & 14 & N 15' of 15		410 6 AVE SW	234.59
741	15-24 (LESS N 15 of 15)		416 6 AVE SW	234.59
742	25-33		416 6 AVE SW	234.59
743	34 & 35		416 6 AVE SW	234.59
<u>GERARDS 1ST</u>				
947	1 & 2	1	505 4 AVE SE	117.29
948	3 & 4 & E 8' of 5	1	409 1 ST SE	117.29
949	W 17' of 5 & all of 6 & 7	1	407 1 ST SE	117.29
950	8	1	405 1 ST SE	117.29
951	9	1	403 1 ST SE	117.29

952	10-12	1	401 1 ST SE	117.29
954	13	1	506 3 AVE SE	117.29
955A	14-B UNIT 1	1	508 3 AVE SE UNIT 1	117.29
955B	14-C UNIT 2	1	508 3 AVE SE UNIT 2	117.29
955C	14-D UNIT 3	1	508 3 AVE SE UNIT 3	117.29
955D	14-E UNIT 4	1	508 3 AVE SE UNTI 4	117.29
956	15	1	510 3 AVE SE	117.29
957	16	1	406 2 ST SE	117.29
958	17	1	406 1/2 4 AVE SE	117.29
959	18	1	507 4 AVE SE	117.29
960	1 & 2	2	501 3 AVE SE	117.29
961	3-4-5	2	309 1 ST SE	117.29
964	6-8	2	305 1 ST SE	117.29
965	9 & 10	2	303 1 ST SE	117.29
966	11 & 12	2	301 1 ST SE	117.29
967	13	2	506 2 AVE SE	117.29
968	14 & 15	2	300 2 ST SE	117.29
969	16	2	310 2 ST SE	117.29
970	17 (LESS 8' X 10')	2	509 3 AVE SE	117.29
972	18	2	507 3 AVE SE	117.29
973	1	3	601 3 AVE SE	117.29
974	2	3	603 3 AVE SE	117.29
975	3	3	605 3 AVE SE	117.29
976	4	3	607 3 AVE SE	117.29
977	5	3	9687	117.29
978	6 & 7	3	9688	117.29
979	1-2 (LESS S 50' of 2)	4	407 2 ST SE	117.29
981	3	4	608 3 AVE SE	117.29
982	4	4	606 3 AVE SE	117.29
983	5	4	604 3 AVE SE	117.29
984	6	4	602 3 AVE SE	117.29
985	7	4	600 3 AVE SE	117.29
986	N 55' of 1 (LESS W 62')	A	504 1 ST SE	117.29
987	W62' of N55' of 2 & N50'of 75' of 1 of 3	A	502 4 AVE SE	117.29
990		B	9699	117.29
992		D	506 4 AVE SE	117.29

MEADS

4083	1 & 2 & N 5' of 3	23	201 9 AVE SW	234.59
4084	S 20' of 3 & all of 4	23	203 9 AVE SW	234.59
4085	5 & 6	23	205 9 AVE SW	234.59
4086	7 & N 15' of 8	23	207 9 AVE SW	234.59
4087	S 10' of 8 & all of 9 & 10	23	209 9 AVE SW	234.59
4088	11 & 12	23	211 9 AVE SW	234.59

4089	E1/2 of 13-15 & E 45' of 16 & 17	23	1006 2 ST SW	234.59
4096	W1/2 of 13-15 & 16-22	23	8994	234.59
4096A	E 45' 18-22	23	205 9 AVE SW	234.59
4097	1-3 (LESS S15' of 3)	24	201 8 AVE SW	234.59
4098	S 15' of 3 & all of 4	24	203 8 AVE SW	234.59
4099	5 & 6	24	205 8 AVE SW	234.59
4100	7 & 8	24	207 8 AVE SW	234.59
4101	9 & 10	24	209 8 AVE SW	234.59
4102	11 & 12	24	211 8 AVE SW	234.59
4103	13 & 14	24	910 2 ST SW	234.59
4104	15 & 16	24	210 9 AVE SW	234.59
4105	17 & 18	24	208 9 AVE SW	234.59
4106	19 & S 1/2 of 20	24	206 9 AVE SW	234.59
4107	N 1/2 of 20 & all of 21	24	204 9 AVE SW	234.59
4108	LOT 22 & S 1/2 of 23	24	202 9 AVE SW	234.59
4109	N 1/2 of 23 & all of 24	24	200 9 AVE SW	234.59
4110	1 & 2	25	301 8 AVE SW	234.59
4111	3-5	25	303 8 AVE SW	234.59
4112	W 51' 6 1/2" of 6 & 7	25	910 3 ST SW	234.59
4112A	E 88' 5 1/2" of 6 & 7	25	908 3 ST SW	234.59
4113	8 & S 1/2 of 9	25	302 9 AVE SW	234.59
4114	N 1/2 of 9 & all of 10	25	300 9 AVE SW	234.59
4115	1-3	26	301 9 AVE SW	234.59
4116	4 & 5	26	303 9 AVE SW	234.59
4117	6 & 7 & S 1/2 of 8(less 3-10)	26	1006 3 ST SW	234.59
4118	8 (LESS W 20') & all of 9 & 10	26	1005 2 ST SW	234.59
	<u>N.P. 2ND</u>			
4843	W 1/2 of 1 & 2	5	200 8 AVE SW	234.59
4844	E 1/2 of 1 & 2	5	807 1 ST SW	234.59
4845	3 & 4	5	202 8 AVE SW	234.59
4846	5 & 6	5	204 8 AVE SW	234.59
4847	7 & 8	5	206 8 AVE SW	234.59
4849	9 & 10	5	208 8 AVE SW	234.59
4851	11 & 12	5	210 8 AVE SW	234.59
4852	13 & 14	5	300 8 AVE SW	234.59
4853	15 & 16	5	806 3 ST SW	234.59
4854	E 1/2 17 & 18	5	800 3 ST SW	234.59
4855	W 1/2 17 & 18	5	804 3 ST SW	234.59
4856	19 & 20	5	301 7 AVE SW	234.59
4857	21 & 22	5	211 7 AVE SW	234.59
4858	23 & 24	5	209 7 AVE SW	234.59
4859	25 & 26	5	207 7 AVE SW	234.59
4860	27 & 28	5	205 7 AVE SW	234.59

4861	29 & 30	5	203 7 AVE SW	234.59
4862	31 & 32	5	201 7 AVE SW	234.59
4863	1 & 2 & adjacent vac Railway Ave SW	6	200 7 AVE SW	234.59
4864	3 & 4	6	202 7 AVE SW	234.59
4865	5 & 6	6	204 7 AVE SW	234.59
4866	7 & 8	6	206 7 AVE SW	234.59
4867	9 & 10	6	208 7 AVE SW	234.59
4868	11 & 12	6	210 7 AVE SW	234.59
4870	E 58' of W 90' of 15-16	6	710 3 ST SW	234.59
4871	13 & 14 & W 32' of W 90' of 15 & 16	6	712 3 ST SW	234.59
4872	E 50' of 15 & 16	6	708 3 ST SW	234.59
4873	1-7 & vac E35' of Railway Ave SW adjacent to 3-7	7	705 1 ST SW	234.59
4880	8-16 & vac E35' of Railway Ave SW	7	705 1 ST SW	234.59
4889	17 & 18	7	702 3 ST SW	234.59
4890	19 & 20	7	301 6 AVE SW	234.59
4891	21 & 22	7	211 6 AVE SW	234.59
4892	23 & 24	7	209 6 AVE SW	234.59
4893	25 & 26	7	207 6 AVE SW	234.59
4894	27-29 & S 10' of 30	7	205 6 AVE SW	234.59
4896	N 15' of 30 & all of 31 & 32	7	201 6 AVE SW	234.59
4897	1 & 2 (LESS S 17' OF 2)	8	200 6 AVE SW	234.59
4898	S 17' OF 2 & all of 3	8	202 6 AVE SW	234.59
4899	4 & 5	8	204 6 AVE SW	234.59
4900	6 & 7	8	206 6 AVE SW	234.59
4901	8 & 9	8	208 6 AVE SW	234.59
4902	10 & 11	8	210 6 AVE SW	234.59
4903	12 & 13	8	212 6 AVE SW	234.59
4904	14 & N 1/2 of 15	8	300 6 AVE SW	234.59
4905	S 1/2 of 15 & all of 16	8	302 6 AVE SW	234.59
4906	W 1/2 of 17-19	8	604 3 ST SW	234.59
4907	E 1/2 of 17-19	8	600 3 ST SW	234.59
4908	20 & 21	8	301 5 AVE SW	234.59
4909	22 & 23	8	211 5 AVE SW	234.59
4910	24-27	8	209 5 AVE SW	234.59
4912	28 & 29	8	205 5 AVE SW	234.59
4913	30-32	8	201 5 AVE SW	234.59
4916	1-4	9	200 5 AVE SW	234.59
4919	5-7	9	206 5 AVE SW	234.59
4920	8 & 9 & N 1/2 of 10	9	208 5 AVE SW	234.59
4921	S 1/2 of 10 & all of 11 & 12	9	210 5 AVE SW	234.59
4922	W 1/2 of 13-16	9	510 3 ST SW	234.59
4923	E 1/2 of 13-16	9	506 3 ST SW	234.59

4924	17-19 & S 1/2 of 20	9	303 4 AVE SW	234.59
4925	N 1/2 of 20 & all of 21 & 22	9	209 4 AVE SW	234.59
4926	23-25	9	207 4 AVE SW	234.59
4927	26 & 27 & S 1/2 of 28	9	205 4 AVE SW	234.59
4928	N 1/2 LOT 28 & all of 29 & 30	9	203 4 AVE SW	234.59
4930	31 & 32	9	501 1 ST SW	234.59
4931	1-2-3 (LESS S 5' of 3)	10	200 4 AVE SW	234.59
4933	4 & 5 & S 5' of 3	10	202 4 AVE SW	234.59
4934	6-8	10	206 4 AVE SW	234.59
4935	9-10-11	10	208 4 AVE SW	234.59
4937	12 & 13 (LESS 8X12 of 12)	10	210 4 AVE SW	234.59
4938	E 50' 14-16	10	408 3 ST SW	234.59
4939	W 90' 14-16	10	410 3 ST SW	234.59
4940	17 & 18 & S 1/2 of 19	10	217 3 AVE SW	234.59
4941	N 1/2 of 19 & all of 20 & 21	10	215 3 AVE SW	234.59
4942	22 & 23	10	213 3 AVE SW	234.59
4943	24 & 25 & S 1/2 of 26	10	209 3 AVE SW	234.59
4944	N 1/2 LOT 26 & all of 27 - 29	10	207 3 AVE SW	234.59
4946	30 & 31	10	203 3 AVE SW	234.59
4947	32	10	201 3 AVE SW	234.59
4948	1-6	11	200 3 AVE SW	234.59
4956	9 & 10	11	208 3 AVE SW	234.59
4957	11 & 12	11	210 3 AVE SW	234.59
4958	W 70' of 13-16	11	310 3 ST SW	234.59
4959	E 70' of 13-16	11	306 3 ST SW	234.59
4960	E 70' of 17-20	11	300 3 ST SW	234.59
4961	W 70' of 17-20	11	304 3 ST SW	234.59
4962	21-23	11	209 2 AVE SW	234.59
4963	24 & 25	11	207 2 AVE SW	234.59
4964	26-28	11	205 2 AVE SW	234.59
4965	29 & 30	11	203 2 AVE SW	234.59
4966	31 & 32	11	201 2 AVE SW	234.59
4967	1-4	12	202 2 AVE SW	234.59
4969	5-8	12	204 2 AVE SW	234.59
4973	9-12 & E 55' of 13 & 14	12	208 2 AVE SW	234.59
4977	13-15 (LESS E 55' of 13 & 14)	12	216 2 AVE SW	234.59
	<u>PARK</u>			
5272	1	1	609 3 AVE SE	117.29
5273	2	1	611 3 AVE SE	117.29
5274	3	1	613 3 AVE SE	117.29
5275	4	1	615 3 AVE SE	117.29
5276	5 & 6	1	617 3 AVE SE	117.29
5277	7 & 8 & N 1/2 of 9	1	621 3 AVE SE	117.29

5279	10 & 11	1	625 3 AVE SE	117.29
5280	12	1	631 3 AVE SE	117.29
5281	13	1	633 3 AVE SE	117.29
5282	14 & 15	1	635 3 AVE SE	117.29
5283	1 (LESS N 13.67')	2	610 3 AVE SE	117.29
5284	2	2	612 3 AVE SE	117.29
5285	3	2	614 3 AVE SE	117.29
5286	4	2	616 3 AVE SE	117.29
5287	5	2	618 3 AVE SE	117.29
5288	6	2	620 3 AVE SE	117.29
5289	7 & 8	2	622 3 AVE SE	117.29
5291	9 & N 1/2 of 10	2	626 3 AVE SE	117.29
5292	11 & S 1/2 of 10	2	628 3 AVE SE	117.29
5293	12	2	630 3 AVE SE	117.29
5294	13	2	400 6 ST SE	117.29
5301	1-3	4	703 6 AVE SE	117.29
5302	4-6	4	703 6 AVE SE	821.06
5313	1-3	6	705 3 AVE SE	117.29
5315	4	6	707 3 AVE SE	117.29
5316	5	6	709 3 AVE SE	117.29
5319	6	6	711 3 AVE SE	117.29
5320	7 & Vac alley & Vac part 8th St SE	6	713 3 AVE SE	117.29
5321	8	6	801 3 AVE SE	117.29
5322	9	6	803 3 AVE SE	117.29
5332	Vac portion 5 Ave SE Adj.	8	9736A	117.29
	<u>SOUTHSIDE 1ST</u>			
6116	1 & 2	6	701 3 ST SW	234.59
6117	3 & 4	6	403 6 AVE SW	234.59
6119	5 & 6	6	407 6 AVE SW	234.59
6130	E 80' of 19-21	6	408 RAILWAY AVE SW	234.59
6131	W 60' of 19-21	6	406 RAILWAY AVE SW	234.59
6132	22-24	6	404 RAILWAY AVE SW	234.59
6134	1-3 & N 5' of 4	06H	400 7 AVE SW	234.59
6135	4-6 (LESS N 5' of 4)	06H	404 7 AVE SW	234.59
6136	7-9	06H	708 4 ST SW	234.59
6137	10 & 11	06H	410 7 AVE SW	234.59
6138	1 & 2 (LESS W 86.8')	7	801 3 ST SW	234.59
6138A	E 33.4' OF W 86.8' of lots 1 & 2	7	803 3 ST SW	234.59
6138B	W 53.4' of 1 & 2	7	805 3 ST SW	234.59
6139	3 & 4	7	403 7 AVE SW	234.59
6140	5 & 6	7	405 7 AVE SW	234.59
6141	N 74' of 7-9 (Less W 15' of 9)	7	407 7 AVE SW	234.59
6142	S 60' of 7-9	7	800 4 ST SW	234.59

6144	N 74' of W 15' of 9 & N 74' of 10	7	407 1/2 7 AVE SW	234.59
6145	S 60' of 10 & all of 11 & 12	7	804 4 ST SW	234.59
6146	N 1/2 of 13-18	7	408 8 AVE SW	234.59
6147	S 1/2 of 13-18	7	810 4 ST SW	234.59
6148	19-20	7	406 8 AVE SW	234.59
6149	21 & 22	7	404 8 AVE SW	234.59
6150	23 & 24	7	809 3 ST SW	234.59
6151	1-14 & All vac alley N of 13 & 14	8	405 8 AVE SW	938.36
6165	15 & 16 & Vac alley N of 15 & 16	8	906 4 ST SW	234.59
6167	19-24 & Vac alley S of 19	8	9218	234.59
6172	1-3	9	401 9 AVE SW	234.59
6173	4-6 & N 8' alley adj to 6	9	403 9 AVE SW	234.59
6174	S 53'2" of 7-11 & E 15' of 12	9	411 9 AVE SW	234.59
6175	N80'10" of 7-11 & E15' of 12 & S8' vac alley	9	407 9 AVE SW	234.59
6176	W 10' of 12 & all of 13-15	9	1006 4 ST SW	234.59
6177	N 44' of 16-18	9	406 10 AVE SW	234.59
6178	S 90' of 18 & S 90' of W 1/2 of 17	9	1010 4 ST SW	234.59
6179	S 90' of 16 & S 90' of E 1/2 of 17	9	1008 4 ST SW	234.59
6180	19 & 20	9	404 10 AVE SW	234.59
6181	21 & 22	9	402 10 AVE SW	234.59
6182	23 & 24	9	400 10 AVE SW	234.59
6183	Blk 10-12 & 16-18 & 38-40-45-46 Lots 12-23 & Lot T blk 65-70 & 79-80	10	1005 7 ST SW	2,345.89
6344	1 & 2	19	1001 4 ST SW	234.59
6345	3 & 4	19	1003 4 ST SW	234.59
6346	5 & 6	19	1005 4 ST SW	234.59
6347	7 & 8	19	1007 4 ST SW	234.59
6348	9 & 10	19	1009 4 ST SW	234.59
6349	11-12	19	504 10 AVE SW	234.59
6350	13 & 14	19	507 9 AVE SW	234.59
6351	15 & 16	19	509 9 AVE SW	234.59
6352	17 & 18	19	511 9 AVE SW	234.59
6353	19-20	19	510 10 AVE SW	234.59
6354	21 & 22	19	508 10 AVE SW	234.59
6355	23 & 24	19	506 10 AVE SW	234.59
6356	S 50' of 1-4 & A St rip 2'X100'.....ETC	20	505 8 AVE SW	234.59
6357	N 92' of 1-4 & ETC.	20	501 8 AVE SW	234.59
6359	5-8	20	905 4 ST SW	234.59
6360	9 & 10	20	909 4 ST SW	234.59
6361	11 & 12	20	911 4 ST SW	234.59
6362	13-15	20	507 8 AVE SW	234.59
6365	W 60' of 16-18	20	904 5 ST SW	234.59
6366	E 80' of 17 & 18	20	900 5 ST SW	234.59

6367	W 90' of 20 & 21 (Less S 5' of W 90' of 20	20	510 9 AVE SW	234.59
6369	19 & S5' of W 90' of 20 & E50' of 20 & 21	20	906 5 ST SW	234.59
6371	23 & 24	20	506 9 AVE SW	234.59
6372	1-3	21	801 4 ST SW	234.59
6373	4 & 5	21	807 4 ST SW	234.59
6374	6 & 7	21	809 4 ST SW	234.59
6375	8 & 9	21	809 4 ST SW	234.59
6376	10-12	21	811 4 ST SW	234.59
6377	13 & 14	21	507 7 AVE SW	234.59
6378	15 & 16 (LESS 10'X10' of 15)	21	509 7 AVE SW	234.59
6380	17 & 18	21	800 5 ST SW	234.59
6381	19 & 20	21	510 8 AVE SW	234.59
6382	21 & 22	21	508 8 AVE SW	234.59
6383	23 & 24	21	506 8 AVE SW	234.59
6384	1-3	21H	709 4 ST SW	234.59
6385	4 & 5	21H	711 4 ST SW	234.59
6386	6-8	21H	508 7 AVE SW	234.59
6389	9-11	21H	700 5 ST SW	234.59
6673	22 & 23	35	602 8 AVE SW	234.59
6675	1-3	36	601 8 AVE SW	234.59
6676	4 & 5	36	603 8 AVE SW	234.59
6677	6 & 7	36	605 8 AVE SW	234.59
6678	8 & 9	36	607 8 AVE SW	234.59
6684	16-18	36	608 9 AVE SW	234.59
6685	19-21	36	604 9 AVE SW	234.59
6686	22-24	36	602 9 AVE SW	234.59
6688	1 & 2	37	1001 5 ST SW	234.59
6689	3-5	37	603 9 AVE SW	234.59
6691	6-8	37	607 9 AVE SW	234.59
6692	9 & 10	37	609 9 AVE SW	234.59
6693	W 1/2 of 11-12	37	1004 6 ST SW	234.59
6694	E 1/2 of 11 & 12	37	611 9 AVE SW	234.59
6695	13 & 14	37	610 10 AVE SW	234.59
6696	15 & 16	37	608 10 AVE SW	234.59
6697	17 & 18	37	606 10 AVE SW	234.59
6699	19-22	37	604 10 AVE SW	234.59
6701	23 & 24	37	600 10 AVE SW	234.59
6829	1-12 & Vac alley adj to 6-12	48	1004 7 ST SW	234.59
6835	13-19	48	1006 7 ST SW	234.59
6848	20 & 21	48	704 10 AVE SW	234.59
6849	22-24	48	702 10 AVE SW	234.59
6850	1-24 & 10-15 of blk 36 & vac St between two	49	900 7 ST SW	234.59
7118	Blk 63 (Less W 90') & all Lot A	63	611 7 ST SW	234.59

7120	Bal W 90' of 36 & N 1/2 vac 7th St SW..ETC	A	9363	234.59
7121	Blk 64 & Vac 7th Ave & St SW & Railway Ave. Less S25'	64	711 7 ST SW	234.59
7124	1-7	65	807 7 ST SW	234.59
7131	8 & 9	65	9366A	234.59
7132	10 & 11 & U	65	9366A	234.59
	<u>SCHAFF'S IND PARK</u>			
4154	1	1	2020 3 ST SE	117.29
	<u>MANDAN LANDS 139-81</u>			
2765	E 150' of 2 of B of E1/2 SE1/4	26	3615AB	117.29
2772	7-16 of B of SE4	26	3615F	1,172.95
2783	E 150' of 17 of B of SE1/4	26	2100 3 ST SE	117.29
2840	BAL of SE 1/4 SW 1/4	26	3812	1,407.54
2841	PT SE 1/4 SW 1/4	26	3812A	1,172.95
2860	29 of A of S2 SW4 (less S 250')	26	1001 1 ST SE	117.29
2861	A of AUD 30 SW4	26	500 9 AVE SE	117.29
2862	B of AUD 30 SW4	26	504 9 AVE SE	117.29
2864	A of AUD 31 SW4	26	501 9 AVE SE	117.29
2865	A of AUD 32 SW4	26	909 1 ST SE	117.29
2866	B of 31-32 SW4 & N30'of C of 31-32	26	503 9 AVE SE	117.29
2868	33 of A of S2 SW4 (less N 175')	26	907 1 ST SE	117.29
2869	N 175' of 33 of A of S2S W4	26	907 1 ST SE	117.29
2870	34 of A of S2 SW4 (less S 485')	26	903 1 ST SE	117.29
2871	S 485' of 34 of A of S2 SW4	26	3820HH	117.29
2872	35 of A of S2 SW4	26	901 1 ST SE	117.29
			105 RIVERWOOD AVE	
2884	Balance of C of SE4	26	SE	117.29
2900	6 of S2 S2 SE4	27	100 3 ST SW	1,172.95
2901	A of AUD 2 of SE4	27	3832B	117.29
2902	S 40 of 2 of SE4	27	3832B	117.29
2903	Bal of AUD Outlot 2	27	3832C	117.29
2904	3 of SE4 (Less A-B-C)	27	3833	117.29
2905	A of 3 of SE4	27	205 6 AVE SE	117.29
2906	B of 3 of SE4	27	301 6 AVE SE	117.29
2908	4 of SE4	27	305 6 AVE SE	117.29
2930	AUD B of NE4	34	103 3 ST SE	1,172.95
2934	NW4 NE4 & A of A SE4NE4 & 4 of C NE4	34	103 3 ST SE	2,932.37
2941	AUD D NE4; AUD G SW4 NE4 N of river	34	103 3 ST SE	2,932.37
2946	AUD A of N2 NW4(less part of N2)	35	3851A	1,172.95
2991	B of 1 of N1/2 NW1/4	35	630 6 AVE SE	117.29
2992	K & L of N2 NW4(less .24 a & 1.14 a road)	35	3691	469.18
2995	AUD C-H N2NW4(less W417' & .03 a road)	35	3694	469.18
2996	W417' D & E & W417' N21.6' of 1 N2 N2	35	632 6 AVE SE	117.29

2998	S 8' of W417' F & W417' of G & H etc	35	634 6 AVE SE	117.29
3001	1 of N 8.68 acres	35	3702	117.29
3001-A	PT of 1 of AUD N	35	3702A	117.29
3006	2 of NW4 NE4	35	3710	117.29
3008	3 of NW4 NE4	35	1801 3 ST SE	117.29
<u>LEO J BOEHM COMM PARK</u>				
8231	1 & AUD A of 8 Blk 1 Lark Comm Park 2nd	1	2400 4 ST SE	117.29
8232	2	1	2404 4 ST SE	117.29
8233	3 (Less parcel 13-83 sq ft) & 4	1	301 24 AVE SE	117.29
8235	1-9	2	2313 4 ST SE	117.29
8246	1-2-3	3	2401 5 ST SE	117.29
8247	4 & 5	3	505 24 AVE SE	117.29
<u>FISCHERS</u>				
8135	1	1	801 1 ST SE	117.29
8136	2 (Less S 150' of W 200')	1	308 6 AVE SE	117.29
8136A	S 150' of W 200' of 2	1	310 6 AVE SE	117.29
8137	3	1	300 6 AVE SE	117.29
8138	4	1	208 6 AVE SE	117.29
8139	5	1	204 6 AVE SE	117.29
8140	6	1	200 6 AVE SE	117.29
<u>SOUTHSIDE 3RD</u>				
9206	1-4	1	501 3 ST SW	5,864.74
<u>LARK COMM PARK 2ND</u>				
8521	1 & 9A & W2 Vac 5th St SE	1	2101 3 ST SE	117.29
8522	2 & 9B & Vac E2 of 5th St SE	1	2111 3 ST SE	117.29
8523	3 & 9C	1	2201 3 ST SE	117.29
8524	4 & 9D	1	2211 3 ST SE	117.29
8526	5 & 9E	1	2221 3 ST SE	117.29
8528	6-8 & AUD 9F	1	2311 3 ST SE	117.29
8530	9 (Less 9A-9B-9C-9D-9E-9F-9G)	1	2231 3 ST SE	117.29
8531	10	1	8531	117.29
<u>GERARDS 2ND</u>				
8550	1	1	309 6 AVE SE	117.29
8551	2	1	600 3 ST SE	117.29
<u>SOUTHSIDE 2ND</u>				
2617	1	1	511 6 AVE SW	2,345.89
2618	1	2	416 6 AVE SW	234.59
2619	2	2	416 6 AVE SW	234.59
2621	3 & 4	2	501 3 ST SW	2,932.37
2624	1	4	9999	234.59
2626	1	5	608 8 AVE SW	2,932.37
2627	2 & 3	5	711 6 AVE SW	2,345.89
2629	4	5	411 6 AVE SW	2,345.89

HELBLINGS 2ND

8740	1	1	401 6 AVE SE	117.29
8741	2	1	501 6 AVE SE	117.29
8742	3	1	601 6 AVE SE	117.29
8743	4	1	617 6 AVE SE	117.29
8744	5	1	410 6 ST SE	117.29
8745	6	1	601 5 AVE SE	117.29
8746	7	1	408 5 AVE SE	117.29
8747	8	1	404 5 AVE SE	117.29
8748	9	1	605 3 ST SE	117.29
8749	10	1	501 3 ST SE	117.29
8750	11	1	401 5 AVE SE	117.29
8751	12	1	409 5 AVE SE	117.29

HELBLINGS 3RD

1456	1	1	300 1/2 6 ST SE	117.29
1458	3	1	300 6 ST SE	117.29
1459	1	2	301 6 ST SE	117.29

LARK COMM PARK 3RD

1384	1 & 2	1	2001 3 ST SE	117.29
------	-------	---	--------------	--------

RIVERWOOD COMM PARK 1ST

10097	1	1	201 RIVERWOOD AVE SE	117.29
10100A	Pt of AUD A of 3 Unit 200	2	200 RIVERWOOD AVE SE	117.29
10100B	Pt of AUD A of 3 Unit 202	2	202 RIVERWOOD AVE SE	117.29
10100C	Pt of AUD A of 3 Unit 204	2	204 RIVERWOOD AVE SE	117.29
10100D	Pt of AUD A of 3 Unit 206	2	206 RIVERWOOD AVE SE	117.29
10100E	Pt of AUD A of 3 Unit 208	2	208 RIVERWOOD AVE SE	117.29
10100F	Pt of AUD A of 3 Unit 210	2	210 RIVERWOOD AVE SE	117.29
10100G	Pt of AUD A of 3 Unit 212	2	212 RIVERWOOD AVE SE	117.29
10100H	Pt of AUD A of 3 Unit 214	2	214 RIVERWOOD AVE SE	117.29

CASTLE PARKTOWN

10690	1	1	700 6 AVE SE	117.29
-------	---	---	--------------	--------

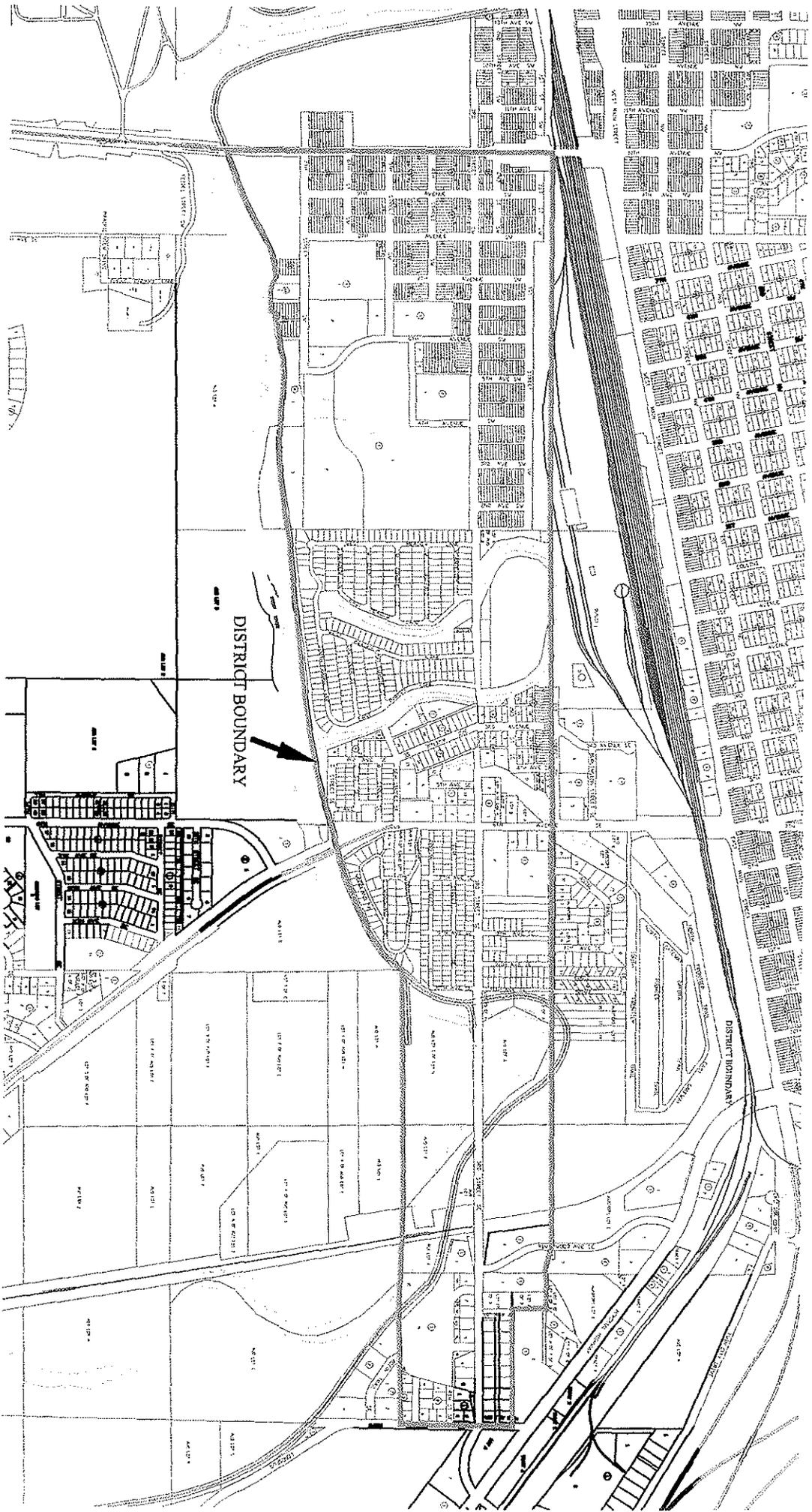
Witness our hands officially as said Commission this 27th day of November, 2012.

Carl Jacobsen, Chairman

Keith Winks, Member

Deborah Holter, Member

Publish: January 04, 2013
January 11, 2013



NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR WATER & SEWER IMPROVEMENT DISTRICT #55

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on February 05, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Water & Sewer Improvement District #55 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR WATER & SEWER IMPROVEMENT DISTRICT #55

We the undersigned, constituting the Special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Water & Sewer Improvement District #55 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

Construction	\$1,160,608.30
Engineering, Legal, Admin., Insp. & Construction Interest	158,149.72
Bonding Costs	<u>59,460.71</u>
Amount to be Assessed	\$1,378,218.73

Seq #	Lot	Blk Sec	Address	Amount Assessed
<u>NICOLA'S 1ST</u>				
5006	1	1	1200 7 AVE SE	493.27
5007	2	1	1201 8 AVE SE	493.27
5008	3	1	1204 7 AVE SE	493.27
5009	4	1	1205 8 AVE SE	493.27
5010	5	1	1208 7 AVE SE	493.27
5011	6	1	1209 8 AVE SE	493.27
5012	7	1	1212 7 AVE SE	493.27
5013	8	1	1213 8 AVE SE	493.27
5014	9	1	1216 7 AVE SE	493.27
5015	10	1	1217 8 AVE SE	493.27
5016	11	1	1300 7 AVE SE	493.27
5017	12	1	1301 8 AVE SE	493.27
5019	14	1	1305 8 AVE SE	493.27
5020	13 & 15	1	1308 7 AVE SE	493.27
5021	16	1	1309 8 AVE SE	493.27
5022	17	1	1312 7 AVE SE	493.27
5023	18	1	1313 8 AVE SE	493.27
5024	19	1	1316 7 AVE SE	493.27

5025	20	1	1317 8 AVE SE	493.27
5026	21	1	1400 7 AVE SE	493.27
5027	22	1	1401 8 AVE SE	493.27
5028	23	1	1404 7 AVE SE	493.27
5029	24	1	1405 8 AVE SE	493.27
5030	25	1	1408 7 AVE SE	493.27
5031	26	1	1409 8 AVE SE	493.27
5032	27	1	1412 7 AVE SE	493.27
5033	28	1	1413 8 AVE SE	493.27
5034	29	1	1416 7 AVE SE	493.27
5035	30	1	1417 8 AVE SE	493.27
5036	31	1	1500 7 AVE SE	493.27
5037	32	1	1501 8 AVE SE	493.27
5038	33	1	1504 7 AVE SE	493.27
5039	34	1	1505 8 AVE SE	493.27
5040	35	1	1508 7 AVE SE	493.27
5041	36	1	1509 8 AVE SE	493.27
5042	37	1	1512 7 AVE SE	493.27
5043	38	1	1513 8 AVE SE	493.27
5044	39	1	1516 7 AVE SE	493.27
5045	40	1	1517 8 AVE SE	493.27

EMBERLAND WEST

825	1	1	1602 9 AVE SE	493.27
826	2	1	1605 12 AVE SE	493.27
827	3	1	1609 12 AVE SE	493.27
828	4	1	1613 12 AVE SE	493.27
829	5	1	1617 12 AVE SE	493.27
830	6	1	1705 12 AVE SE	493.27
831	7	1	1709 12 AVE SE	493.27
832	8	1	1713 12 AVE SE	493.27
833	9	1	1801 12 AVE SE	493.27
834	10	1	1805 12 AVE SE	493.27
835	11	1	1809 12 AVE SE	493.27
836	12	1	1813 12 AVE SE	493.27
837	13	1	1905 12 AVE SE	493.27
838	14 & N 4' of 15	1	1909 12 AVE SE	493.27
839	15 (Less N 4')	1	1913 12 AVE SE	493.27
840	16	1	1208 19 ST SE	493.27
841	17	1	1204 19 ST SE	493.27
842	18	1	1200 19 ST SE	493.27
843	19	1	1112 19 ST SE	493.27
844	20	1	1108 19 ST SE	493.27
845	21	1	1100 19 ST SE	493.27

846	22	1	1908 10 AVE SE	493.27
847	23	1	1904 10 AVE SE	493.27
848	24	1	1900 10 AVE SE	493.27
849	25	1	1814 EMBERLAND DR SE	493.27
850	26	1	1812 EMBERLAND DR SE	493.27
851	27	1	1810 EMBERLAND DR SE	493.27
852	28	1	1808 EMBERLAND DR SE	493.27
853	29	1	1806 EMBERLAND DR SE	493.27
854	30	1	1804 EMBERLAND DR SE	493.27
855	31	1	1802 EMBERLAND DR SE	493.27
856	32	1	1708 10 AVE SE	493.27
857	33	1	1704 10 AVE SE	493.27
858	34	1	1700 10 AVE SE	493.27
859	35	1	1216 WHITMAN RD SE	493.27
860	36	1	1212 WHITMAN RD SE	493.27
861	37	1	1208 WHITMAN RD SE	493.27
862	38	1	1204 WHITMAN RD SE	493.27
863	39 (Less 4' of Northernmost corner)	1	1622 9 AVE SE	493.27
864	40 & 4' of Northernmost corner of 39	1	1614 9 AVE SE	493.27
865	41	1	1610 9 AVE SE	493.27
866	1	2	1701 10 AVE SE	493.27
867	2	2	1705 10 AVE SE	493.27
868	3	2	1709 10 AVE SE	493.27
869	4	2	1801 10 AVE SE	493.27
870	5	2	1807 10 AVE SE	493.27
871	6	2	1815 10 AVE SE	493.27
872	7	2	1819 10 AVE SE	493.27
873	8	2	1901 10 AVE SE	493.27
874	9	2	1905 10 AVE SE	493.27
875	10	2	1909 10 AVE SE	493.27
876	11	2	1913 10 AVE SE	493.27
877	12	2	1912 9 AVE SE	493.27
878	13	2	1908 9 AVE SE	493.27
879	14	2	1904 9 AVE SE	493.27
880	15	2	1900 9 AVE SE	493.27
881	16	2	1812 9 AVE SE	493.27
882	17	2	1804 9 AVE SE	493.27
883	18	2	1802 9 AVE SE	493.27
884	19	2	1800 9 AVE SE	493.27
885	20	2	1720 9 AVE SE	493.27
886	21	2	1716 9 AVE SE	493.27
887	22	2	1708 9 AVE SE	493.27
888	23	2	1704 9 AVE SE	493.27

889	24	2	1700 9 AVE SE	493.27
890	1	3	1701 9 AVE SE	493.27
891	2	3	1705 9 AVE SE	493.27
892	3	3	1709 9 AVE SE	493.27
893	4	3	1713 9 AVE SE	493.27
894	5	3	1717 9 AVE SE	493.27
895	6	3	1721 9 AVE SE	493.27
896	7	3	1725 9 AVE SE	493.27
897	8	3	1801 9 AVE SE	493.27
898	9	3	1803 9 AVE SE	493.27
899	10	3	1805 9 AVE SE	493.27
900	11	3	1809 9 AVE SE	493.27
901	12	3	1813 9 AVE SE	493.27
902	13	3	1901 9 AVE SE	493.27
903	14	3	1905 9 AVE SE	493.27
904	15	3	1909 9 AVE SE	493.27
905	16	3	1913 9 AVE SE	493.27
906	17	3	1912 8 AVE SE	493.27
907	18	3	1908 8 AVE SE	493.27
908	19	3	1904 8 AVE SE	493.27
909	20	3	1900 8 AVE SE	493.27
910	21	3	1812 8 AVE SE	493.27
911	22	3	1808 8 AVE SE	493.27
912	23	3	1804 8 AVE SE	493.27
913	24	3	1800 8 AVE SE	493.27
914	25	3	1708 8 AVE SE	493.27
915	26	3	901 16 ST SE	493.27
916	27	3	905 16 ST SE	493.27
917	28	3	909 16 ST SE	493.27
918	29	3	913 16 ST SE	493.27
919	30	3	917 16 ST SE	493.27
920	31	3	1001 16 ST SE	493.27
921	32 (Less E 2')	3	1005 16 ST SE	493.27
922	33 & E 2' of 32	3	1009 16 ST SE	493.27
923	34	3	1013 16 ST SE	493.27
924	35	3	1105 WHITMAN RD SE	493.27
925	1	4	1601 9 AVE SE	493.27
926	2	4	1605 9 AVE SE	493.27
927	3	4	1607 9 AVE SE	493.27
928	4	4	1611 9 AVE SE	493.27
929	5	4	1615 9 AVE SE	493.27
930	6 (Less SW 8') & 496 sq ft (62X8) of 8	4	1621 9 AVE SE	493.27
931	7 & SW 8' of 6	4	1112 WHITMAN RD SE	493.27

932	8 (Less 496 sq ft -62X8-adjacent to 6)	4	1108 WHITMAN RD SE	493.27
933	9	4	1104 WHITMAN RD SE	493.27
934	10	4	1100 WHITMAN RD SE	493.27
935	11 & E 3' of 12	4	1020 WHITMAN RD SE	493.27
936	12 (Less E 3')	4	1016 16 ST SE	493.27
937	13	4	1012 16 ST SE	493.27
938	14	4	1008 16 ST SE	493.27
939	15	4	1004 16 ST SE	493.27
940	16	4	1000 16 ST SE	493.27
941	17	4	916 16 ST SE	493.27
942	18	4	912 16 ST SE	493.27
943	19	4	908 16 ST SE	493.27
944	20	4	904 16 ST SE	493.27
945	21	4	900 16 ST SE	493.27
946	22	4	1600 10 AVE SE	493.27
<u>NICOLA'S 2ND</u>				
5046	1	1	1120 11 ST SE	493.27
5047	2	1	1116 11 ST SE	493.27
5048	3	1	1112 11 ST SE	493.27
5049	4	1	1108 11 ST SE	493.27
5050	5 Blk 1 Nicola 2nd & 24-25 Blk 2 Nicola 4th	1	1104 11 ST SE	493.27
5051	6	1	1100 11 ST SE	493.27
5052	7	1	1016 11 ST SE	493.27
5053	8	1	1012 11 ST SE	493.27
5054	9	1	1008 11 ST SE	493.27
5055	10 Parcel 9350 Assessed w/this parcel	1	1004 11 ST SE	493.27
5056	11 & 19 Block 2 Nicolas 4th assessed w/this parcel	1	1000 11 ST SE	493.27
5057	12	1	916 11 ST SE	493.27
5058	13	1	912 11 ST SE	493.27
5059	14	1	908 11 ST SE	493.27
5060	15	1	904 11 ST SE	493.27
5061	16	1	900 11 ST SE	493.27
<u>NICOLA'S 3RD</u>				
5062	1	1	1200 11 AVE SE	493.27
5062A	A of 1	1	1200 11 AVE SE	493.27
5063	2	1	1204 11 AVE SE	493.27
5064	3	1	1208 11 AVE SE	493.27
5065	4	1	1212 11 AVE SE	493.27
5066	5	1	1300 11 AVE SE	493.27
5067	6	1	1304 11 AVE SE	493.27
5068	7 & N 1/2 of 8	1	1308 11 AVE SE	493.27
5070	9 & S 1/2 of 8	1	1316 11 AVE SE	493.27
5071	10	1	1400 11 AVE SE	493.27

5072	11	1	1404 11 AVE SE	493.27
5073	12	1	1408 11 AVE SE	493.27
5074	13	1	1200 14 ST SE	493.27
5084	14	1	1216 14 ST SE	493.27
5085	1	2	1117 11 ST SE	493.27
5086	2	2	1205 11 AVE SE	493.27
5087	3	2	1209 11 AVE SE	493.27
5088	4	2	1213 11 AVE SE	493.27
5089	5	2	1301 11 AVE SE	493.27
5090	6	2	1305 11 AVE SE	493.27
5091	7	2	1309 11 AVE SE	493.27
5092	8	2	1313 11 AVE SE	493.27
5093	9	2	1317 11 AVE SE	493.27
5094	10	2	1401 11 AVE SE	493.27
5095	11	2	1405 11 AVE SE	493.27
5096	12	2	1409 11 AVE SE	493.27
5097	13	2	1413 11 AVE SE	493.27
5098	14	2	1412 10 AVE SE	493.27
5099	15 & S 32' of 16	2	1410 10 AVE SE	493.27
5101	N 32' of 16 & all of 17	2	1400 10 AVE SE	493.27
5102	18	2	1316 10 AVE SE	493.27
5103	19	2	1312 10 AVE SE	493.27
5104	20	2	1308 10 AVE SE	493.27
5105	21	2	1304 10 AVE SE	493.27
5106	22	2	1300 10 AVE SE	493.27
5107	23	2	1212 10 AVE SE	493.27
5108	24	2	1208 10 AVE SE	493.27
5109	25	2	1204 10 AVE SE	493.27
5110	26	2	1200 10 AVE SE	493.27
5111	1	3	1205 10 AVE SE	493.27
5112	2	3	1209 10 AVE SE	493.27
5113	3	3	1213 10 AVE SE	493.27
5114	4	3	1301 10 AVE SE	493.27
5115	5	3	1303 10 AVE SE	493.27
5116	6	3	1305 10 AVE SE	493.27
5117	7	3	1309 10 AVE SE	493.27
5118	8	3	1313 10 AVE SE	493.27
5119	9	3	1317 10 AVE SE	493.27
5120	10	3	1401 10 AVE SE	493.27
5121	11	3	1405 10 AVE SE	493.27
5122	12	3	1409 10 AVE SE	493.27
5123	13	3	1413 10 AVE SE	493.27
5124	14	3	1416 9 AVE SE	493.27

5125	15	3	1412 9 AVE SE	493.27
5126	16	3	1408 9 AVE SE	493.27
5127	17	3	1404 9 AVE SE	493.27
5128	18	3	1400 9 AVE SE	493.27
5129	19	3	1316 9 AVE SE	493.27
5130	20	3	1312 9 AVE SE	493.27
5131	21	3	1308 9 AVE SE	493.27
5132	22	3	1304 9 AVE SE	493.27
5133	23	3	1300 9 AVE SE	493.27
5134	24	3	1216 9 AVE SE	493.27
5135	25	3	1212 9 AVE SE	493.27
5136	26	3	1208 9 AVE SE	493.27
5137	27	3	1001 11 ST SE	493.27
5138	1	4	913 11 ST SE	493.27
5139	2	4	909 11 ST SE	493.27
5140	3	4	1213 9 AVE SE	493.27
5141	4	4	1217 9 AVE SE	493.27
5143	6	4	1305 9 AVE SE	493.27
5144	7	4	1309 9 AVE SE	493.27
5145	8	4	1313 9 AVE SE	493.27
5146	9	4	1317 9 AVE SE	493.27
5147	10	4	1401 9 AVE SE	493.27
5148	11	4	1405 9 AVE SE	493.27
5149	12	4	1409 9 AVE SE	493.27
5150	13	4	1413 9 AVE SE	493.27
5151	14	4	1417 9 AVE SE	493.27
5152	15	4	1501 9 AVE SE	493.27
5153	16	4	1505 9 AVE SE	493.27
5154	17	4	1508 8 AVE SE	493.27
5155	18	4	1504 8 AVE SE	493.27
5156	19	4	1500 8 AVE SE	493.27
5157	20	4	1416 8 AVE SE	493.27
5158	21	4	1412 8 AVE SE	493.27
5159	22	4	1408 8 AVE SE	493.27
5160	23	4	1404 8 AVE SE	493.27
5161	24	4	1400 8 AVE SE	493.27
5162	25	4	1316 8 AVE SE	493.27
5163	26	4	1312 8 AVE SE	493.27
5164	27	4	1308 8 AVE SE	493.27
5165	28	4	1304 8 AVE SE	493.27
5166	29 & S 1/2 of 30	4	1300 8 AVE SE	493.27
5168	31 & N 1/2 of 30	4	1212 8 AVE SE	493.27
5169	32	4	905 11 ST SE	493.27

5170	33	4	901 11 ST SE	493.27
	<u>PLAINVIEW HTS 1ST</u>			
5333	1	1	1309 19 ST SE	493.27
5334	2	1	1305 19 ST SE	493.27
5335	3	1	1301 19 ST SE	493.27
5336	4	1	1217 19 ST SE	493.27
5337	5	1	1213 19 ST SE	493.27
5338	6	1	1209 19 ST SE	493.27
5339	7	1	2000 11 AVE SE	493.27
5340	8	1	1204 20 ST SE	493.27
5341	9	1	1208 20 ST SE	493.27
5342	10	1	1212 20 ST SE	493.27
5343	11	1	1216 20 ST SE	493.27
5344	12	1	1220 20 ST SE	493.27
5345	13	1	2100 12 AVE SE	493.27
5346	14	1	2102 12 AVE SE	493.27
5347	15	1	2104 12 AVE SE	493.27
5348	16	1	2108 12 AVE SE	493.27
5349	17	1	2112 12 AVE SE	493.27
5350	18 (Less S 5')	1	2200 12 AVE SE	493.27
5351	19 & S 5' of 18	1	2204 12 AVE SE	493.27
5352	20	1	2208 12 AVE SE	493.27
5353	21	1	2212 12 AVE SE	493.27
5354	22	1	2300 12 AVE SE	493.27
5355	23	1	2308 12 AVE SE	493.27
5356	24	1	2312 12 AVE SE	493.27
5357	25 & 26	1	2316 12 AVE SE	493.27
5359	1	2	2100 11 AVE SE	493.27
5360	2	2	2104 11 AVE SE	493.27
5361	3 & N 20' of 4	2	2108 11 AVE SE	493.27
5362	4 (Less N 20') & N 20' of 5	2	2112 11 AVE SE	493.27
5363	5 (Less N 20') & N 10' of 6	2	2200 11 AVE SE	493.27
5364	6 (Less N 10')	2	2204 11 AVE SE	493.27
5365	7	2	2208 11 AVE SE	493.27
5366	8	2	2212 11 AVE SE	493.27
5367	9	2	2300 11 AVE SE	493.27
5368	10	2	2308 11 AVE SE	493.27
5369	11	2	1200 23 ST SE	493.27
5370	12	2	1202 23 ST SE	493.27
5371	13	2	2317 12 AVE SE	493.27
5372	14	2	2309 12 AVE SE	493.27
5373	15	2	2301 12 AVE SE	493.27
5374	16	2	2213 12 AVE SE	493.27

5375	17 & S 7' of 18	2	2209 12 AVE SE	493.27
5376	18 (Less S 7')	2	2205 12 AVE SE	493.27
5377	19	2	2201 12 AVE SE	493.27
5378	20	2	2113 12 AVE SE	493.27
5379	21	2	2109 12 AVE SE	493.27
5380	22	2	2105 12 AVE SE	493.27
5381	23	2	1215 20 ST SE	493.27
5382	16	3	1112 23 ST SE	493.27
5383	17	3	2309 11 AVE SE	493.27
5384	18	3	2301 11 AVE SE	493.27
5385	19	3	2213 11 AVE SE	493.27
5386	20	3	2209 11 AVE SE	493.27
5387	23	3	2109 11 AVE SE	493.27
5388	24	3	2105 11 AVE SE	493.27
5389	25	3	2103 11 AVE SE	493.27
5395	1 & 2 (Less W 24' of 2)	8	1309 23 ST SE	493.27
5397	W 24' of 2 & all of 3	8	1301 23 ST SE	493.27
5398	4	8	1221 23 ST SE	493.27
5399	5	8	1217 23 ST SE	493.27
5400	6	8	1213 23 ST SE	493.27
5401	7	8	1207 23 ST SE	493.27
5402	8	8	1201 23 ST SE	493.27
5403	9	8	1113 23 ST SE	493.27
5404	1 UNIT A	9	1101 19 ST SE	493.27
5404A	1 UNIT B	9	1103 19 ST SE	493.27
5404B	1 UNIT C	9	1105 19 ST SE	493.27
5404C	1 UNIT D	9	1107 19 ST SE	493.27
5405	2	9	2004 10 AVE SE	493.27
5406	3	9	2008 10 AVE SE	493.27
5407	4	9	2012 10 AVE SE	493.27
5408	5	9	2100 10 AVE SE	493.27
5409	6	9	2104 10 AVE SE	493.27
5410	7	9	2108 10 AVE SE	493.27
5411	8	9	2112 10 AVE SE	493.27
5412	9	9	2200 10 AVE SE	493.27
5413	10	9	2204 10 AVE SE	493.27
5414	11	9	2208 10 AVE SE	493.27
5415	12	9	2212 10 AVE SE	493.27
5416	13	9	2300 10 AVE SE	493.27
5417	14	9	2304 10 AVE SE	493.27
5418	15	9	1100 23 ST SE	493.27
5419	16	9	2113 11 AVE SE	493.27
5419A	17	9	2201 11 AVE SE	493.27

5420	1 & 2	10	2001 10 AVE SE	493.27
5422	3	10	1005 19 ST SE	493.27
5423	4	10	1001 19 ST SE	493.27
5424	5	10	913 19 ST SE	493.27
5425	6	10	909 19 ST SE	493.27
5426	7	10	905 19 ST SE	493.27
5427	8	10	901 19 ST SE	493.27
5428	9 & N 5' of 10	10	2004 8 AVE SE	493.27
5429	10 (Less N 5')	10	2008 8 AVE SE	493.27
5430	11	10	2012 8 AVE SE	493.27
5431	12	10	2100 8 AVE SE	493.27
5432	13	10	2104 8 AVE SE	493.27
5433	14	10	900 21 ST SE	493.27
5435	1	11	901 21 ST SE	493.27
5436	2	11	2204 8 AVE SE	493.27
5437	3	11	2208 8 AVE SE	493.27
5438	4	11	2212 8 AVE SE	493.27
5439	5	11	2300 8 AVE SE	493.27
5441	6	11	2304 8 AVE SE	493.27
5442	7	11	2308 8 AVE SE	493.27
5443	8	11	900 23 ST SE	493.27
5444	9	11	904 23 ST SE	493.27
5445	10 (Less N 2')	11	2309 9 AVE SE	493.27
5446	11 & N 2' of 10	11	2305 9 AVE SE	493.27
5447	12	11	2301 9 AVE SE	493.27
5448	13	11	2213 9 AVE SE	493.27
5449	14	11	2209 9 AVE SE	493.27
5450	15	11	2205 9 AVE SE	493.27
5451	16	11	907 21 ST SE	493.27
5452	1	12	1001 21 ST SE	493.27
5453	2	12	2204 9 AVE SE	493.27
5454	3	12	2208 9 AVE SE	493.27
5455	4	12	2212 9 AVE SE	493.27
5456	5	12	2300 9 AVE SE	493.27
5457	6 & 137 sq ft from Lot 7	12	2308 9 AVE SE	493.27
5458	7 (Less 137 sq ft)	12	1000 23 ST SE	493.27
5459	8	12	1004 23 ST SE	493.27
5460	9	12	2305 10 AVE SE	493.27
5461	10	12	2301 10 AVE SE	493.27
5462	11	12	2209 10 AVE SE	493.27
5463	12	12	2205 10 AVE SE	493.27
5464	13	12	2201 10 AVE SE	493.27
5465	1	13	905 23 ST SE	493.27

5466	2	13	901 23 ST SE	493.27
5467	1	14	1005 23 ST SE	493.27
5468	2	14	1001 23 ST SE	493.27
5469	1	15	1101 23 ST SE	493.27
	<u>RIPPLES 2ND</u>			
5492	1	1	1413 15 ST SE	493.27
5493	2	1	1409 15 ST SE	493.27
5494	3	1	1405 15 ST SE	493.27
5495	4	1	1401 15 ST SE	493.27
5496	5 & E 1/2 of 6	1	1313 15 ST SE	493.27
5497	W 1/2 6 & all of 7	1	1305 15 ST SE	493.27
5498	8	1	1608 12 AVE SE	493.27
5499	9	1	1616 12 AVE SE	493.27
5500	10	1	1304 16 ST SE	493.27
5501	11	1	1308 16 ST SE	493.27
5502	12 & 13	1	1312 16 ST SE	493.27
5503	14	1	1404 16 ST SE	493.27
5504	15	1	1408 16 ST SE	493.27
5505	16	1	1617 14 AVE SE	493.27
5506	1	2	1709 14 AVE SE	493.27
5507	2	2	1409 16 ST SE	493.27
5508	3	2	1405 16 ST SE	493.27
5509	4	2	1401 16 ST SE	493.27
5510	5	2	1313 16 ST SE	493.27
5511	6	2	1309 16 ST SE	493.27
5512	7	2	1305 16 ST SE	493.27
5513	8	2	1706 12 AVE SE	493.27
5514	9	2	1712 12 AVE SE	493.27
5515	10	2	1304 17 ST SE	493.27
5516	11	2	1308 17 ST SE	493.27
5517	12	2	1312 17 ST SE	493.27
5518	13	2	1400 17 ST SE	493.27
5519	14	2	1404 17 ST SE	493.27
5520	15	2	1408 17 ST SE	493.27
5521	16	2	1713 14 AVE SE	493.27
5522	1	3	1805 14 AVE SE	493.27
5523	2	3	1409 17 ST SE	493.27
5524	3	3	1405 17 ST SE	493.27
5525	4	3	1401 17 ST SE	493.27
5526	5	3	1313 17 ST SE	493.27
5527	6	3	1309 17 ST SE	493.27
5528	7	3	1305 17 ST SE	493.27
5529	8	3	1804 12 AVE SE	493.27

5530	9	3	1812 12 AVE SE	493.27
5531	10	3	1304 18 ST SE	493.27
5532	11	3	1308 18 ST SE	493.27
5533	12	3	1312 18 ST SE	493.27
5534	13	3	1400 18 ST SE	493.27
5535	14	3	1404 18 ST SE	493.27
5536	15	3	1408 18 ST SE	493.27
5537	16	3	1813 14 AVE SE	493.27
5538	1 & E 35' of 2	4	1909 14 AVE SE	493.27
5540	W 35' Lot 2 & all of 3	4	1405 18 ST SE	493.27
5541	4	4	1401 18 ST SE	493.27
5542	5	4	1313 18 ST SE	493.27
5543	6	4	1309 18 ST SE	493.27
5544	7	4	1305 18 ST SE	493.27
5545	8	4	1908 12 AVE SE	493.27
5546	9	4	1912 12 AVE SE	493.27
5547	10	4	1304 19 ST SE	493.27
5548	11	4	1308 19 ST SE	493.27
5549	12	4	1312 19 ST SE	493.27
5550	13	4	1400 19 ST SE	493.27
5551	14	4	1404 19 ST SE	493.27
5552	15	4	1408 19 ST SE	493.27
5553	16	4	1913 14 AVE SE	493.27
<u>MANDAN LANDS 139-81</u>				
2927	S1/2 SW1/4 (Less Keidel Southheart Terrace 1st 52.32 acres)	34	2927	80,032.76
2944	S1/2 SE1/4 (Less .21 acres & less pt for Heartridge Add)	34	3851A	168,640.47
2945	AUD A of SE1/4 (Less Nicolas 1st; less .59 acres to City etc.)	34	3851B	51,449.64
2985A	1 of A of E2 SW4	35	1412 15 ST SE	493.27
<u>MANDAN LANDS 138-81</u>				
9001B	H of NW4 (Less Pt for Volk Hills Estates)	2	9001 B	493.27
10305	Part of SW 1/4	2	10305	493.27
10307	Part of 1 of Lot 1	2	10307	493.27
<u>BAHM'S 1ST</u>				
9359	1	1	2003 14 AVE SE	493.27
9360	2	1	2101 14 AVE SE	493.27
9361	3	1	2203 14 AVE SE	493.27
9362	4	1	2301 14 AVE SE	493.27
9363	1	2	2401 14 AVE SE	493.27
9367	1	3	2204 14 AVE SE	493.27
9369	3	3	2404 14 AVE SE	493.27

9370	4	3	2500 14 AVE SE	493.27
9371	5	3	2604 14 AVE SE	493.27
	<u>PLAINVIEW HTS 2ND</u>			
8361	1 (8363 Assessed w/this parcel)	1	1111 19 ST SE	493.27
8362	2	1	1113 19 ST SE	493.27
	S 37' of 3-4-5-7 N 25' of 8-9-10 Unit 1 Common			
8363B	Area	1	8363B	493.27
8370A	S 25' of N 50' of 8-9-10 Unit 2 Common Area	1	2021 11 AVE SE	493.27
8370B	N 25' of S 50' of 8-9-10 Unit 3 Common Area	1	2023 11 AVE SE	493.27
8370C	S 25' of 8-9-10 Unit 4 Common Area	1	2025 11 AVE SE	493.27
8371	11 & 12	1	2101 11 AVE SE	493.27
	<u>RIPPLES 3RD</u>			
8381	1	1	1364 14 ST SE	493.27
	<u>EVERGREEN HGTS 1ST</u>			
8535	1	1	1604 14 AVE SE	493.27
8536	2	1	1608 14 AVE SE	493.27
	<u>RIPPLES 4TH</u>			
8571	2	1	1306 15 ST SE	493.27
8572	3	1	1305 14 ST SE	493.27
8573	4	1	1400 12 AVE SE	493.27
8574	5 (Less S 3.79') aka AUD A of 5	1	1404 12 AVE SE	493.27
8575	S 3.79' of 5 aka AUD B of 5 & all of 6	1	1500 12 AVE SE	493.27
8576	7	1	1504 12 AVE SE	493.27
8577	8	1	1600 12 AVE SE	493.27
8578	9	1	1606 12 AVE SE	493.27
8579	10	1	1304 15 ST SE	493.27
8580	11	1	1308 15 ST SE	493.27
8581	12	1	1310 15 ST SE	493.27
8582	13	1	1312 15 ST SE	493.27
	<u>SCHOOL DISTRICT #3</u>			
9187	1	1	2007 8 AVE SE	4,932.70
	<u>PLAINVIEW HTS 3RD</u>			
9272	1	1	1014 20 ST SE	493.27
9273	2	1	1010 20 ST SE	493.27
9274	3	1	1006 20 ST SE	493.27
9275	4	1	1002 20 ST SE	493.27
9276	5	1	910 20 ST SE	493.27
9277	6	1	906 20 ST SE	493.27
9278	7	1	902 20 ST SE	493.27
9279	8	1	903 20 ST SE	493.27
9280	9	1	907 20 ST SE	493.27
9281	10	1	911 20 ST SE	493.27
9282	11	1	1003 20 ST SE	493.27

9283	12	1	1007 20 ST SE	493.27
9284	13	1	1011 20 ST SE	493.27
9285	14	1	1015 20 ST SE	493.27
9286	15	1	1012 21 ST SE	493.27
9287	16	1	1008 21 ST SE	493.27
9288	17	1	1004 21 ST SE	493.27
9289	18	1	1000 21 ST SE	493.27
9290	19	1	916 21 ST SE	493.27
9291	20	1	912 21 ST SE	493.27
9292	21	1	908 21 ST SE	493.27
9293	22	1	904 21 ST SE	493.27
	<u>NICOLA'S 4TH</u>			
9330	1	1	800 8 AVE SE	493.27
9331	1	2	904 8 AVE SE	493.27
9332	2	2	900 10 ST SE	493.27
9333	3	2	904 10 ST SE	493.27
9334	4	2	1000 10 ST SE	493.27
9335	5	2	1004 10 ST SE	493.27
9336	6	2	1100 10 ST SE	493.27
9337	7	2	1103 10 ST SE	493.27
9338	8 & 9	2	1101 10 ST SE	493.27
9340	10	2	1003 10 ST SE	493.27
9341	11	2	905 10 ST SE	493.27
9342	12	2	903 10 ST SE	493.27
9343	13	2	901 10 ST SE	493.27
	<u>LINCOLN RIDGE EST 1ST</u>			
9380	1	1	817 23 ST SE	493.27
9381	2	1	813 23 ST SE	493.27
9382	3	1	809 23 ST SE	493.27
9383	4	1	805 23 ST SE	493.27
9384	5	1	801 23 ST SE	493.27
9385	6	1	709 23 ST SE	493.27
9386	7	1	705 23 ST SE	493.27
9387	8	1	701 23 ST SE	493.27
9388	1	2	704 23 ST SE	493.27
9389	2	2	2304 WEST VIEW PL SE	493.27
9390	3	2	2300 WEST VIEW PL SE	493.27
9391	4	2	2210 WEST VIEW PL SE	493.27
9392	5	2	2208 WEST VIEW PL SE	493.27
9393	6	2	2204 WEST VIEW PL SE	493.27
9394	7	2	2200 WEST VIEW PL SE	493.27
9395	8 & AUD A	2	2201 WEST VIEW PL SE	493.27
9396	9	2	2205 WEST VIEW PL SE	493.27

9397	RE-PLAT of 10	2	2209 WEST VIEW PL SE	493.27
9398	RE-PLAT of 11	2	2301 WEST VIEW PL SE	493.27
9399	12	2	2305 WEST VIEW PL SE	493.27
9400	13	2	2309 WEST VIEW PL SE	493.27
9401	W 1/2 of 1	3	2200 EAST VIEW PL SE	493.27
9401A	E 1/2 of 1	3	2201 8 AVE SE	493.27
9402	W 1/2 of 2	3	2204 EAST VIEW PL SE	493.27
9402A	E 1/2 of 2	3	2205 8 AVE SE	493.27
9403	3	3	2208 EAST VIEW PL SE	493.27
9404	4	3	2212 EAST VIEW PL SE	493.27
9405	5	3	2300 EAST VIEW PL SE	493.27
9406	6	3	2304 EAST VIEW PL SE	493.27
9407	7	3	812 23 ST SE	493.27
9408	8	3	808 23 ST SE	493.27
9409	9	3	2308 EAST VIEW PL SE	493.27
9410	10	3	804 23 ST SE	493.27
9411	11	3	800 23 ST SE	493.27
9412	12	3	2309 EAST VIEW PL SE	493.27
9413	13	3	2305 EAST VIEW PL SE	493.27
9414	14	3	2301 EAST VIEW PL SE	493.27
9415	15	3	2213 EAST VIEW PL SE	493.27
9416	16	3	2209 EAST VIEW PL SE	493.27
9417	17	3	2205 EAST VIEW PL SE	493.27
9418	18	3	2201 EAST VIEW PL SE	493.27
<u>PLAINVIEW HTS 4TH</u>				
9419	1	1	2405 9 AVE SE	493.27
9420	2	1	2409 9 AVE SE	493.27
9421	3	1	2501 9 AVE SE	493.27
9422	4	1	2507 9 AVE SE	493.27
9423	5	1	2513 9 AVE SE	493.27
9424	6	1	2519 9 AVE SE	493.27
9425	1	2	2404 9 AVE SE	493.27
9426	2	2	2408 9 AVE SE	493.27
9427	3	2	2500 9 AVE SE	493.27
9428	4	2	2506 9 AVE SE	493.27
9429	5	2	2512 9 AVE SE	493.27
9430	6	2	2518 9 AVE SE	493.27
<u>EVERGREEN HGTS 2ND-REPLAT</u>				
9431	1	1	1708 14 AVE SE	493.27
9432	2	1	1712 14 AVE SE	493.27
9433	3	1	1716 14 AVE SE	493.27
9434	4	1	1806 14 AVE SE	493.27
9435	5 (Less S 15')	1	1810 14 AVE SE	493.27

9436	S 15' of 5 & all of 6	1	1814 14 AVE SE	493.27
9437	7	1	1908 14 AVE SE	493.27
9438	8	1	1912 14 AVE SE	493.27
9439	1	2	1616 14 AVE SE	493.27
<u>PLAINVIEW HTS 5TH</u>				
9441	1	1	2523 9 AVE SE	493.27
9442	2	1	2529 9 AVE SE	493.27
9443	3	1	2601 9 AVE SE	493.27
9444	4	1	2607 9 AVE SE	493.27
9445	5	1	2613 9 AVE SE	493.27
9446	6	1	2619 9 AVE SE	493.27
9447	7	1	2701 9 AVE SE	493.27
9448	8	1	2707 9 AVE SE	493.27
9449	1	2	1000 25 ST SE	493.27
9450	1	3	2606 9 AVE SE	493.27
9451	2	3	2612 9 AVE SE	493.27
9452	3	3	2618 9 AVE SE	493.27
<u>KEIDEL ESTATES 1ST</u>				
1478	1	2	701 PRAIRIE VIEW DR SW	1,479.81
<u>PLAINVIEW HTS 6TH</u>				
9486	1	1	2409 10 AVE SE	493.27
9487	2	1	2503 10 AVE SE	493.27
9488	3	1	2509 10 AVE SE	493.27
9489	4	1	2515 10 AVE SE	493.27
9490	5	1	1026 25 ST SE	493.27
9491	6	1	1020 25 ST SE	493.27
9492	7	1	1014 25 ST SE	493.27
9493	8	1	1008 25 ST SE	493.27
9494	9	1	1002 25 ST SE	493.27
9495	1	2	2408 10 AVE SE	493.27
9496	2	2	2508 10 AVE SE	493.27
9497	3	2	2514 10 AVE SE	493.27
9498	4 (Less SE 2.5')	2	2520 10 AVE SE	493.27
9499	SE 2.5' of 4 & all of 5 & NW 2.5' of 6	2	2526 10 AVE SE	493.27
9500	6 (Less NW 2.5')	2	2602 10 AVE SE	493.27
9501	7	2	2608 10 AVE SE	493.27
9502	8	2	2614 10 AVE SE	493.27
9503	1	3	1033 25 ST SE	493.27
9504	2	3	1027 25 ST SE	493.27
9505	3	3	1021 25 ST SE	493.27
9506	4	3	1015 25 ST SE	493.27
9507	5	3	1009 25 ST SE	493.27
9508	6	3	1003 25 ST SE	493.27

PLAINVIEW HTS 7TH

9566	1	1	2618 10 AVE SE	493.27
9567	2	1	2622 10 AVE SE	493.27
9568	3	1	2626 10 AVE SE	493.27
9569	4	1	2630 10 AVE SE	493.27
9570	5	1	2634 10 AVE SE	493.27
9571	6	1	2638 10 AVE SE	493.27
9572	7	1	2700 10 AVE SE	493.27
9573	8	1	2704 10 AVE SE	493.27
9574	9	1	2708 10 AVE SE	493.27
9575	1	2	2617 10 AVE SE	493.27
9576	2	2	2623 10 AVE SE	493.27
9577	3	2	2627 10 AVE SE	493.27
9578	4	2	2631 10 AVE SE	493.27
9579	5	2	1023 PLAINVIEW DR SE	493.27
9580	6	2	1019 PLAINVIEW DR SE	493.27
9581	7	2	1015 PLAINVIEW DR SE	493.27
9582	8	2	1011 PLAINVIEW DR SE	493.27
9583	9	2	1007 PLAINVIEW DR SE	493.27
9584	10	2	2712 9 AVE SE	493.27
9585	1	3	1022 PLAINVIEW DR SE	493.27
9586	2	3	1018 PLAINVIEW DR SE	493.27
9587	3	3	1014 PLAINVIEW DR SE	493.27
9588	4	3	1010 PLAINVIEW DR SE	493.27
9589	5	3	1006 PLAINVIEW DR SE	493.27
9590	6	3	1002 PLAINVIEW DR SE	493.27
9591	7	3	2714 PLAINVIEW DR SE	493.27
9592	8	3	2718 PLAINVIEW DR SE	493.27
9593	9	3	2722 PLAINVIEW DR SE	493.27
9594	1	4	2711 9 AVE SE	493.27
9595	2	4	2715 9 AVE SE	493.27
9596	3	4	2719 PLAINVIEW DR SE	493.27
9597	4	4	2723 PLAINVIEW DR SE	493.27

PLAINVIEW HTS 8TH

9887	1	1	2713 10 AVE SE	493.27
9888	2	1	2717 10 AVE SE	493.27
9889	3	1	2721 10 AVE SE	493.27
9890	4	1	2725 10 AVE SE	493.27
9891	5	1	2729 10 AVE SE	493.27
9892	6	1	2733 10 AVE SE	493.27
9893	1	2	2712 10 AVE SE	493.27
9894	2	2	2716 10 AVE SE	493.27
9895	3	2	2720 10 AVE SE	493.27

9896	4	2	2724 10 AVE SE	493.27
9897	5	2	2728 10 AVE SE	493.27
9898	6	2	2732 10 AVE SE	493.27
<u>RIPPLES 4TH - REPLAT</u>				
1387	W 74.20' of 1	1	1401 14 ST SE	493.27
1387A	1 (Less W 74.20')	1	1405 14 ST SE	493.27
1388	2	1	1309 14 ST SE	493.27
1389	3	1	1416 15 ST SE	493.27
<u>PLAINVIEW HTS 9TH</u>				
9924	1	1	2404 8 AVE SE	493.27
9925	2	1	2408 8 AVE SE	493.27
9926	3	1	2412 8 AVE SE	493.27
9927	4	1	2502 8 AVE SE	493.27
9928	5	1	2506 8 AVE SE	493.27
9929	6	1	2510 8 AVE SE	493.27
9930	7	1	2514 8 AVE SE	493.27
9931	8	1	2518 8 AVE SE	493.27
9932	9	1	2600 8 AVE SE	493.27
9933	10	1	2604 8 AVE SE	493.27
9934	11	1	2608 8 AVE SE	493.27
9935	12	1	2612 8 AVE SE	493.27
9936	13	1	2702 8 AVE SE	493.27
9937	14	1	2706 8 AVE SE	493.27
<u>BENDER ADDITION</u>				
10021	1	1	2403 BENDER PL SE	493.27
10022	2	1	2407 BENDER PL SE	493.27
10023	3	1	2411 BENDER PL SE	493.27
10024	4	1	2501 BENDER PL SE	493.27
10025	5	1	2505 BENDER PL SE	493.27
10026	6	1	822 25 ST SE	493.27
10027	7	1	818 25 ST SE	493.27
10028	8	1	814 25 ST SE	493.27
10029	9	1	810 25 ST SE	493.27
<u>PLAINVIEW HTS 10TH</u>				
10256	1	1	2710 8 AVE SE	493.27
10257	2	1	2714 8 AVE SE	493.27
10258	3	1	900 27 ST SE	493.27
10259	4	1	908 27 ST SE	493.27
10260	1	2	901 27 ST SE	493.27
10261	2	2	905 27 ST SE	493.27
10262	3	2	909 27 ST SE	493.27
10263	4	2	913 27 ST SE	493.27
10264	5	2	2801 PLAINVIEW DR SE	493.27

10265	6	2	2805 PLAINVIEW DR SE	493.27
10266	7	2	2807 PLAINVIEW DR SE	493.27
10267	8	2	2811 PLAINVIEW DR SE	493.27
10268	9	2	2901 PLAINVIEW DR SE	493.27
10269	10	2	2905 PLAINVIEW DR SE	493.27
10270	11	2	2909 PLAINVIEW DR SE	493.27
10271	12	2	2913 PLAINVIEW DR SE	493.27
10272	13	2	3001 PLAINVIEW DR SE	493.27
10273	14	2	3005 PLAINVIEW DR SE	493.27
10274	15	2	3009 PLAINVIEW DR SE	493.27
10275	1	3	3008 PLAINVIEW DR SE	493.27
10276	2	3	3004 PLAINVIEW DR SE	493.27
10277	3	3	3000 PLAINVIEW DR SE	493.27
10278	4	3	2912 PLAINVIEW DR SE	493.27
10279	5	3	2908 PLAINVIEW DR SE	493.27
10280	6	3	2904 PLAINVIEW DR SE	493.27
10281	7	3	2900 PLAINVIEW DR SE	493.27
10282	8	3	2812 PLAINVIEW DR SE	493.27
10283	9	3	2808 PLAINVIEW DR SE	493.27
10284	10	3	2804 PLAINVIEW DR SE	493.27
10285	11	3	2800 PLAINVIEW DR SE	493.27
	<u>HIT 1ST</u>			
10912	1	1	1201 7 AVE SE	4,439.43
10913	2	1	1211 7 AVE SE	3,452.89
10914	3	1	1301 7 AVE SE	3,946.16
	<u>PLAINVIEW HTS 11TH</u>			
10402	1	1	1003 27 ST SE	493.27
10403	2	1	2803 10 AVE SE	493.27
10404	3	1	2807 10 AVE SE	493.27
10405	4	1	2811 BELGIAN BEND SE	493.27
10406	5	1	2815 BELGIAN BEND SE	493.27
10407	6	1	2901 BELGIAN BEND SE	493.27
10408	7	1	2905 BELGIAN BEND SE	493.27
10409	8	1	2909 BELGIAN BEND SE	493.27
10410	9	1	3001 BELGIAN BEND SE	493.27
10411	10	1	3005 BELGIAN BEND SE	493.27
10412	11	1	3009 BELGIAN BEND SE	493.27
10413	12	1	3013 BELGIAN BEND SE	493.27
10414	1	2	3012 BELGIAN BEND SE	493.27
10415	2	2	3008 BELGIAN BEND SE	493.27
10416	3	2	3004 BELGIAN BEND SE	493.27
10417	4	2	3000 BELGIAN BEND SE	493.27
10418	5	2	2908 BELGIAN BEND SE	493.27

10419	6	2	2904 BELGIAN BEND SE	493.27
10420	7	2	2900 BELGIAN BEND SE	493.27
10421	8	2	2901 BUCKSKIN RD SE	493.27
10422	9	2	2905 BUCKSKIN RD SE	493.27
10423	10	2	2909 BUCKSKIN RD SE	493.27
10424	11	2	3001 BUCKSKIN RD SE	493.27
10425	12	2	3005 BUCKSKIN RD SE	493.27
10426	13	2	3009 BUCKSKIN RD SE	493.27
10427	14	2	3013 BUCKSKIN RD SE	493.27
10428	1	3	3008 BUCKSKIN RD SE	493.27
10429	2	3	3004 BUCKSKIN RD SE	493.27
10430	3	3	3000 BUCKSKIN RD SE	493.27
10431	4	3	2908 BUCKSKIN RD SE	493.27
10432	5	3	2904 BUCKSKIN RD SE	493.27
10433	6	3	2900 BUCKSKIN RD SE	493.27
10434	7	3	2818 BUCKSKIN RD SE	493.27
10435	8	3	2814 BUCKSKIN RD SE	493.27
10436	9	3	2810 BUCKSKIN RD SE	493.27
10437	10	3	2806 10 AVE SE	493.27
10438	11	3	1101 27 ST SE	493.27
<u>LINCOLN RIDGE EST 2ND</u>				
10487	1 & 2	1	2401 WEST VIEW PL SE	493.27
10489	3	1	502 LINCOLN CT SE	493.27
10490	4	1	406 LINCOLN CT SE	493.27
10491	5	1	402 LINCOLN CT SE	493.27
10492	6	1	401 LINCOLN CT SE	493.27
10493	7	1	501 LINCOLN CT SE	493.27
10494	8	1	601 LINCOLN CT SE	493.27
10495	1	2	2404 WEST VIEW PL SE	493.27
<u>VOLK HILLS ESTATES</u>				
10371	1	1	809 25 ST SE	493.27
10372	2	1	813 25 ST SE	493.27
10373	3	1	817 25 ST SE	493.27
10374	4	1	821 25 ST SE	493.27
10375	5	1	2603 8 AVE SE	493.27
10376	6	1	2607 8 AVE SE	493.27
10377	7	1	2611 8 AVE SE	493.27
10378	8	1	2701 8 AVE SE	493.27
10379	9	1	2705 8 AVE SE	493.27
<u>PLAINVIEW HTS 12TH</u>				
10569	1	1	3017 BUCKSKIN DR SE	493.27
10570	1	2	3023 PERCHERON DR SE	493.27
10571	2	2	3019 PERCHERON DR SE	493.27

10572	3	2	3015 PERCHERON DR SE	493.27
10573	4	2	3001 PERCHERON DR SE	493.27
10574	5	2	2913 PERCHERON DR SE	493.27
10575	6	2	2909 PERCHERON DR SE	493.27
10576	7	2	2905 PERCHERON DR SE	493.27
10577	8	2	2901 PERCHERON DR SE	493.27
10578	9	2	2817 14 AVE SE	493.27
10579	10	2	2813 14 AVE SE	493.27
10580	11	2	2809 14 AVE SE	493.27
10581	12	2	2805 14 AVE SE	493.27
10582	13	2	2801 14 AVE SE	493.27
10583	14	2	1401 27 ST SE	493.27
10584	15	2	1301 27 ST SE	493.27
10585	16	2	1201 27 ST SE	493.27
10586	1	3	1501 27 ST SE	493.27
10587	2	3	2800 MESSARA PL SE	493.27
10588	3	3	2824 MESSARA PL SE	493.27
10589	4	3	2828 MESSARA PL SE	493.27
10590	5	3	2832 MESSARA PL SE	493.27
10591	6	3	2900 MESSARA PL SE	493.27
10592	7	3	2904 14 AVE SE	493.27
10593	8	3	2908 14 AVE SE	493.27
10594	9	3	2912 14 AVE SE	493.27
10595	10	3	3000 14 AVE SE	493.27
10596	11	3	3004 14 AVE SE	493.27
10597	12	3	3008 14 AVE SE	493.27
10598	1	4	3009 14 AVE SE	493.27
10599	2	4	3005 14 AVE SE	493.27
10600	3	4	3001 14 AVE SE	493.27
10601	4	4	2905 14 AVE SE	493.27
10602	5	4	2901 14 AVE SE	493.27
10603	6	4	2829 14 AVE SE	493.27
10604	7	4	2825 14 AVE SE	493.27
10605	8	4	2904 PERCHERON DR SE	493.27
10606	9	4	2908 PERCHERON DR SE	493.27
10607	10	4	3004 BRETON CT SE	493.27
10608	11	4	3008 BRETON CT SE	493.27
10609	12	4	3012 BRETON CT SE	493.27
10610	13	4	3016 BRETON CT SE	493.27
10611	14	4	3020 PERCHERON DR SE	493.27
10612	15	4	3024 PERCHERON DR SE	493.27
10613	16	4	3028 PERCHERON DR SE	493.27
10614	17	4	3100 PERCHERON DR SE	493.27

LINCOLN RIDGE EST 3RD

10661	1	1	714 25 ST SE	493.27
10662	1	2	802 25 ST SE	493.27
10663	1	3	713 25 ST SE	493.27
10664	2	3	717 25 ST SE	493.27
10665	3	3	801 25 ST SE	493.27
10666	4	3	805 25 ST SE	493.27

BAHM'S 2ND

10698	1	1	2100 14 AVE SE	493.27
10699	2	1	2200 14 AVE SE	493.27

LINCOLN RIDGE EST 4TH

10685	1	1	805 LINCOLN CT SE	493.27
10686	1	2	800 LINCOLN CT SE	493.27
10687	2	2	804 LINCOLN CT SE	493.27
10688	3	2	808 LINCOLN CT SE	493.27

KEIDEL'S SOUTHHEART TERR

10713	1	1	9999 KEIDEL TRL SW	2,858.31
10714	2	1	9999 KEIDEL TRL SW	2,858.31
10715	3	1	9999 KEIDEL TRL SW	2,858.31
10716	4	1	9999 KEIDEL TRL SW	2,858.31
10717	5	1	9999 KEIDEL TRL SW	2,858.31
10718	6	1	9999 KEIDEL TRL SW	2,858.31
10719	7	1	9999 KEIDEL TRL SW	2,858.31
10720	8	1	9999 KEIDEL TRL SW	2,858.31
10721	9	1	9999 KEIDEL TRL SW	2,858.31
10722	10	1	9999 KEIDEL TRL SW	2,858.31
10723	11	1	9999 KEIDEL TRL SW	2,858.31
10724	12	1	9999 KEIDEL TRL SW	2,858.31
10725	1	2	9999 KEIDEL TRL SW	2,858.31
10726	2	2	9999 KEIDEL TRL SW	2,858.31
10727	3	2	9999 KEIDEL TRL SW	2,858.31
10728	4	2	9999 KEIDEL TRL SW	2,858.31
10729	5	2	9999 KEIDEL TRL SW	2,858.31
10730	6	2	9999 KEIDEL TRL SW	2,858.31
10731	7	2	9999 KEIDEL TRL SW	2,858.31
10732	8	2	9999 KEIDEL TRL SW	2,858.31
10733	9	2	9999 KEIDEL CIR SW	2,858.31
10734	10	2	9999 KEIDEL CIR SW	2,858.31
10735	11	2	9999 KEIDEL CIR SW	2,858.31
10736	12	2	9999 KEIDEL CIR SW	2,858.31
10737	13	2	9999 KEIDEL CIR SW	2,858.31
10738	14	2	9999 KEIDEL CIR SW	2,858.31
10739	15	2	9999 KEIDEL CIR SW	2,858.31

10740	16	2	9999 KEIDEL CIR SW	2,858.31
10741	17	2	9999 KEIDEL CIR SW	2,858.31
10742	1	3	9999 KEIDEL CIR SW	2,858.31
10743	2	3	9999 KEIDEL CIR SW	2,858.31
10744	3	3	9999 KEIDEL CIR SW	2,858.31
10745	4	3	9999 KEIDEL CIR SW	2,858.31
10746	5	3	9999 KEIDEL CIR SW	2,858.31
10747	6	3	9999 KEIDEL CIR SW	2,858.31
10748	7	3	813 KEIDEL CIR SW	2,858.31
10749	8	3	9999 KEIDEL CIR SW	2,858.31
10750	9	3	9999 KEIDEL CIR SW	2,858.31
10751	10	3	9999 KEIDEL CIR SW	2,858.31
10752	11	3	9999 KEIDEL CIR SW	2,858.31
10753	12	3	9999 KEIDEL CIR SW	2,858.31
10754	13	3	9999 KEIDEL CIR SW	2,858.31
10755	14	3	9999 KEIDEL CIR SW	2,858.31
10756	15	3	9999 KEIDEL CIR SW	2,858.31
10757	16	3	9999 KEIDEL CIR SW	2,858.31
10758	17	3	9999 KEIDEL CIR SW	2,858.31
10759	18	3	9999 KEIDEL CIR SW	2,858.31
10760	19	3	9999 KEIDEL CIR SW	2,858.31
10761	20	3	9999 KEIDEL CIR SW	2,858.31
10762	21	3	9999 KEIDEL CIR SW	2,858.31
10763	22	3	9999 KEIDEL CIR SW	2,858.31
10764	23	3	9999 KEIDEL CIR SW	2,858.31
10765	24	3	9999 KEIDEL CIR SW	2,858.31
10766	25	3	9999 KEIDEL CIR SW	2,858.31
10767	26	3	9999 KEIDEL CIR SW	2,858.31
10768	27	3	9999 KEIDEL CIR SW	2,858.31
10769	28	3	9999 KEIDEL CIR SW	2,858.31
10770	29	3	9999 KEIDEL CIR SW	2,858.31
10771	30	3	1703 4 AVE SW	2,858.31
10772	31	3	1801 4 AVE SW	2,858.31
10773	32	3	1805 4 AVE SW	2,858.31
10774	33	3	1809 4 AVE SW	2,858.31
10775	34	3	1813 4 AVE SW	2,858.31
10776	35	3	1903 4 AVE SW	2,858.31
10777	36	3	1907 4 AVE SW	2,858.31
10778	37	3	1911 4 AVE SW	2,858.31
10779	38	3	1915 4 AVE SW	2,858.31
10780	1	4	1914 4 AVE SW	2,858.31
10781	2	4	1910 4 AVE SW	2,858.31
10782	3	4	1906 4 AVE SW	2,858.31

10783	4	4	1902 4 AVE SW	2,858.31
10784	5	4	1810 4 AVE SW	2,858.31
10785	6	4	1806 4 AVE SW	2,858.31
10786	7	4	1802 4 AVE SW	2,858.31
10787	8	4	417 KEIDEL TRL SW	2,858.31
10788	9	4	413 KEIDEL TRL SW	2,858.31
10789	10	4	409 KEIDEL TRL SW	2,858.31
10790	11	4	405 KEIDEL TRL SW	2,858.31
10791	12	4	321 KEIDEL TRL SW	2,858.31
10792	13	4	317 KEIDEL TRL SW	2,858.31
10793	14	4	313 KEIDEL TRL SW	2,858.31
10794	15	4	309 KEIDEL TRL SW	2,858.31
10795	16	4	305 KEIDEL TRL SW	2,858.31
10796	17	4	301 KEIDEL TRL SW	2,858.31
10797	18	4	225 KEIDEL TRL SW	2,858.31
10798	19	4	221 KEIDEL TRL SW	2,858.31
10799	20	4	217 KEIDEL TRL SW	2,858.31
10800	21	4	213 KEIDEL TRL SW	2,858.31
10801	22	4	209 KEIDEL TRL SW	2,858.31
10802	23	4	205 KEIDEL TRL SW	2,858.31
10803	24	4	201 KEIDEL TRL SW	2,858.31
10804	1	5	1600 4 AVE SW	2,858.31
10805	2	5	1503 CANYON RD SW	2,858.31
10806	3	5	1505 CANYON RD SW	2,858.31
10807	4	5	1507 CANYON RD SW	2,858.31
10808	5	5	1509 CANYON RD SW	2,858.31
10809	6	5	1601 CANYON RD SW	2,858.31
10810	7	5	1605 CANYON RD SW	2,858.31
10811	8	5	1609 CANYON RD SW	2,858.31
10812	9	5	1613 CANYON RD SW	2,858.31
10813	10	5	1701 CANYON RD SW	2,858.31
10814	11	5	1703 CANYON RD SW	2,858.31
10815	12	5	1707 CANYON RD SW	2,858.31
10816	13	5	1801 CANYON RD SW	2,858.31
10817	14	5	1805 CANYON RD SW	2,858.31
10818	15	5	1809 CANYON RD SW	2,858.31
10819	16	5	1813 CANYON RD SW	2,858.31
10820	17	5	214 KEIDEL TRL SW	2,858.31
10821	18	5	300 KEIDEL TRL SW	2,858.31
10822	19	5	304 KEIDEL TRL SW	2,858.31
10823	20	5	308 KEIDEL TRL SW	2,858.31
10824	21	5	312 KEIDEL TRL SW	2,858.31
10825	22	5	316 KEIDEL TRL SW	2,858.31

10826	23	5	320 KEIDEL TRL SW	2,858.31
10827	24	5	324 KEIDEL TRL SW	2,858.31
10828	25	5	400 KEIDEL TRL SW	2,858.31
10829	26	5	404 KEIDEL TRL SW	2,858.31
10830	27	5	408 KEIDEL TRL SW	2,858.31
10831	28	5	412 KEIDEL TRL SW	2,858.31
10832	29	5	416 KEIDEL TRL SW	2,858.31
10833	30	5	420 KEIDEL TRL SW	2,858.31
10834	1	6	1500 CANYON RD SW	2,858.31
10835	2	6	1502 CANYON RD SW	2,858.31
10836	3	6	1504 CANYON RD SW	2,858.31
10837	4	6	1506 CANYON RD SW	2,858.31
10838	5	6	1508 CANYON RD SW	2,858.31
10839	6	6	1510 CANYON RD SW	2,858.31
10840	7	6	1600 CANYON RD SW	2,858.31
10841	8	6	1604 CANYON RD SW	2,858.31
10842	9	6	1608 CANYON RD SW	2,858.31
10843	10	6	1612 CANYON RD SW	2,858.31
10844	11	6	1616 CANYON RD SW	2,858.31
10845	12	6	1700 CANYON RD SW	2,858.31
10846	13	6	1704 CANYON RD SW	2,858.31
10847	14	6	1708 CANYON RD SW	2,858.31
10848	15	6	1712 CANYON RD SW	2,858.31
10849	16	6	1800 CANYON RD SW	2,858.31
10850	17	6	1804 CANYON RD SW	2,858.31
10851	18	6	1808 CANYON RD SW	2,858.31
10852	19	6	120 KEIDEL TRL SW	2,858.31
10853	20	6	116 KEIDEL TRL SW	2,858.31
10854	21	6	112 KEIDEL TRL SW	2,858.31
10855	22	6	108 KEIDEL TRL SW	2,858.31
10856	23	6	104 KEIDEL TRL SW	2,858.31
10857	24	6	100 KEIDEL TRL SW	2,858.31
10858	25	6	103 KEIDEL TRL SW	2,858.31
10859	26	6	107 KEIDEL TRL SW	2,858.31
10860	27	6	111 KEIDEL TRL SW	2,858.31
10861	28	6	115 KEIDEL TRL SW	2,858.31
10862	29	6	119 KEIDEL TRL SW	2,858.31
	<u>RIPPLES 5TH</u>			
10700	1	1	1360 14 ST SE	493.27
10701	2	1	1400 14 ST SE	493.27
	<u>LINCOLN RIDGE EST 5TH</u>			
10873	1	1	702 LINCOLN CT SE	493.27
10874	2	1	708 LINCOLN CT SE	493.27

10875	3	1	714 LINCOLN CT SE	493.27
10876	1	2	602 25 ST SE	493.27
10877	2	2	611 LINCOLN CT SE	493.27
10878	3	2	701 LINCOLN CT SE	493.27
10879	4	2	707 LINCOLN CT SE	493.27
10880	8	2	606 25 ST SE	493.27
10881	7	2	702 25 ST SE	493.27
10882	6	2	706 25 ST SE	493.27
10883	5	2	710 25 ST SE	493.27
10884	1	3	603 25 ST SE	493.27
10885	2	3	605 25 ST SE	493.27
10886	3	3	607 25 ST SE	493.27
10887	4	3	609 25 ST SE	493.27
10888	5	3	611 SOUTH VIEW PL SE	493.27
10889	6	3	701 SOUTH VIEW PL SE	493.27
10890	7	3	705 SOUTH VIEW PL SE	493.27
10891	8	3	709 SOUTH VIEW PL SE	493.27

HEART RIDGE

10965	1	1	1900 RIDGE DR SE	2,858.31
10966	2	1	1812 RIDGE DR SE	2,858.31
10967	3	1	1808 RIDGE DR SE	2,858.31
10968	4	1	1804 RIDGE DR SE	2,858.31
10969	5	1	1800 RIDGE DR SE	2,858.31
10970	6	1	1716 RIDGE DR SE	2,858.31
10971	7	1	1712 RIDGE DR SE	2,858.31
10972	8	1	1708 RIDGE DR SE	2,858.31
10973	9	1	1704 RIDGE DR SE	2,858.31
10974	10	1	1700 RIDGE DR SE	2,858.31
10975	11	1	1620 RIDGE DR SE	2,858.31
10976	12	1	1616 RIDGE DR SE	2,858.31
10977	13	1	1612 RIDGE DR SE	2,858.31
10978	14	1	1608 RIDGE DR SE	2,858.31
10979	15	1	1604 RIDGE DR SE	2,858.31
10980	16	1	1600 RIDGE DR SE	2,858.31
10981	17	1	1528 RIDGE DR SE	2,858.31
10982	18	1	1524 RIDGE DR SE	2,858.31
10983	19	1	1520 RIDGE DR SE	2,858.31
10984	20	1	601 14 ST SE	2,858.31
10985	21	1	605 14 ST SE	2,858.31
10986	22	1	609 14 ST SE	2,858.31
10987	23	1	701 14 ST SE	2,858.31
10988	24	1	705 14 ST SE	2,858.31
10989	25	1	709 14 ST SE	2,858.31

10990	26	1	713 14 ST SE	2,858.31
10991	27	1	801 14 ST SE	2,858.31
10992	28	1	805 14 ST SE	2,858.31
10993	29	1	809 14 ST SE	2,858.31
10994	30	1	1609 8 AVE SE	2,858.31
10995	31	1	1809 8 AVE SE	2,858.31
10996	32	1	1000 19 ST SE	2,858.31
10997	1	2	1809 RIDGE DR SE	2,858.31
10998	1	3	1805 RIDGE DR SE	2,858.31
10999	2	3	1801 RIDGE DR SE	2,858.31
11000	3	3	1713 RIDGE DR SE	2,858.31
11001	4	3	1709 RIDGE DR SE	2,858.31
11002	5	3	1705 RIDGE DR SE	2,858.31
11003	6	3	1701 RIDGE DR SE	2,858.31
11004	7	3	1615 RIDGE DR SE	2,858.31
11005	8	3	1609 RIDGE DR SE	2,858.31
11006	9	3	1605 RIDGE DR SE	2,858.31
11007	10	3	1601 RIDGE DR SE	2,858.31
11008	11	3	1529 RIDGE DR SE	2,858.31
11009	12	3	1525 RIDGE DR SE	2,858.31
11010	13	3	1521 RIDGE DR SE	2,858.31
11011	1	4	1309 7 AVE SE	2,858.31
11012	2	4	1409 7 AVE SE	2,858.31
11013	3	4	1509 7 AVE SE	2,858.31
11013-1	A of 3A & 1/8 Interest of 3G	4	710	2,858.31
11013-10	B Of 3E	4	712 14 ST SE	2,858.31
11013-11	A of 3F	4	714 14 ST SE	2,858.31
11013-12	B of 3F	4	716 14 ST SE	2,858.31
11013-2	B of 3A & 1/8 Interest of 3G	4	712	2,858.31
11013-3	A of 3B & 1/8 Interest of 3G	4	714	2,858.31
11013-4	B of 3B & 1/8 Interest of 3G	4	716	2,858.31
11013-5	A of 3C & 1/8 Interest of 3G	4	711	2,858.31
11013-6	B of 3C & 1/8 Interest of 3G	4	713	2,858.31
11013-7	A of 3D & 1/8 Interest of 3G	4	715	2,858.31
11013-8	B of 3D & 1/8 Interest of 3G	4	717	2,858.31
11013-9	A of 3E	4	710 14 ST SE	2,858.31
11014	4	4	708 14 ST SE	2,858.31
11015	5	4	704 14 ST SE	2,858.31
11016	6	4	700 14 ST SE	2,858.31
11017	7	4	608 14 ST SE	2,858.31
11018	8	4	604 14 ST SE	2,858.31
11019	9	4	600 14 ST SE	2,858.31
11020	1	5	1513 PLAINS BEND SE	2,858.31

11021	2	5	1509 PLAINS BEND SE	2,858.31
11022	3	5	1505 PLAINS BEND SE	2,858.31
11023	4	5	1501 PLAINS BEND SE	2,858.31

Witness our hands officially as said Commission this 27th day of November, 2012.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

/s/ Deborah Holter
Member

Publish: January 04, 2013
January 11, 2013

PUBLIC HEARING MINUTES
Mandan Special Assessment Commission December 5, 2012

The Special Assessment (SAC) met in the Bosh Froehlich Meeting Room at Mandan City Hall on December 5, 2012 at 5:30 p.m. Members present were Keith Winks, Deborah Holter and Chairman Carl Jacobsen. Also present were Engineering Project Manager Kim Fettig, City Administrator Jim Neubauer, Director of Public Works Jeff Wright, Finance Director Greg Welch and Special Assessment Analyst Phyllis Hager. Chairman Jacobsen informed those present of the purpose of this Commission as stated according to NDCC Section 40-23-07.

Consider approval of the November 27, 2012 Meeting Minutes: *Holter requested a change to the November 6, 2012 minutes to read Winks and Jacobsen voted "Aye". Holter voted "Nay" on approval of the minutes, instead of being unanimously approved. Motion carried. Holter moved to approve the minutes of the November 27, 2012 meeting and also include the change. Winks seconded the motion. The motion passed unanimously.*

Chairman Jacobsen opened the public hearing on nine projects.

1. **Street Improvement District #155 Area A (27th St NW)** – Mill and Overlay project associated with stimulus money. Asphalt milling and overlay, replacement of damaged or bad curb & gutter, handicap ramps, asphalt patching and chip seal. Scott Marquart of 1101 27th Street NW questioned how the assessments were distributed on this project. Special Assessment Analyst Hager stated all lots directly adjacent to 27th Street NW received a unit cost of \$284.52. Lots adjacent to 9th, 10th, 11th and 12th were assessed one-half the cost or \$142.26 since these lots were included within another district. Mr. Marquart also questioned why the inside lots along 27th Street NW did not receive any specials. He was informed that the main access for these lots is off 27th Street NW and those properties were assessed within the project which reconstructed 27th Street NW being Street Improvement District #159. He noted there was a larger cost liability for property owners adjacent to the streets in Street Improvement District #159 and he felt the small reduction on the outer lots of this district were an appeasement for those lots receiving much larger street costs within SAD #159. Mr. Marquart claimed he understood the methodology. Chairman Jacobsen stated that with many streets being reconstructed, overlapping was taken into consideration. *There being no further comments, Holter made a motion to confirm the special assessments as published and certify to the Board of City Commissioners for their consideration. Winks seconded the motion. The motion passed unanimously.*

2. **Street Improvement District #155 Area B (Old Red Trail)** - Mill and Overlay project associated with stimulus money. Asphalt milling and overlay, replacement of damaged or bad curb & gutter, handicap ramps, asphalt patching and chip seal. *There being no public comment on this project, Winks moved, seconded by Holter to confirm the special assessments as published and certify to the Board of City Commissioners for their consideration. The motion passed unanimously.*

3. **Street Improvement District #156 Area A (Division St. NE)** – Mill and Overlay project associated with stimulus money. The improvements to said streets within this district included milling of existing road surface, repair of curb & gutter, asphalt patching, leveling and overlay. Deb Geiger of 600 Division Street NE questioned her assessment of \$1,110.25 since she was told there would be no cost to the property owners because of the stimulus money. She felt there were no cracks, holes or any damage that would necessitate reconstruction of the street. She was informed that the work to Division Street NW took place in 2009 and being assessed at this time. Also, she was told the City does not have a budget to repair streets and suggested there be one to alleviate the burden of taxes and specials making it harder to sell her home. The Commission advised her to bring these concerns to the Board of City Commissioners at their regular meeting scheduled for January 8, 2013 at which time they will act upon these projects. Finance Director Greg Welch explained how the stimulus money is appropriated to these projects. He stated according to June 14, 2009 agenda documentation, which is the time the contract for the project was awarded, a special assessment district was also drawn so that if the cost exceeded the funding the differential would be paid 50% by the city and the remainder assessed to the properties. *No further comments, Holter moved to confirm the special assessments for this project as published and certify to the Board of City Commissioners for their consideration. Winks seconded the motion. Motion carried.*

4. **Street Improvement District #156 Area B (14th St NE)** – Mill and Overlay project associated with stimulus money. Asphalt milling and overlay, replacement of damaged or bad curb & gutter, handicap ramps, asphalt patching and chip seal. *No comments received from the audience, Holter moved, second by Winks to confirm the special assessments as published and to certify to the Board of City Commissioners for their consideration. The motion passed unanimously.*

5. **Street Improvement District #156 Area C (3rd Ave NE)** Mill and Overlay project associated with stimulus money. Asphalt milling and overlay, replacement of

damaged or bad curb & gutter, handicap ramps, asphalt patching and chip seal. *Holter recommended an address change since two Parcels #642 and #643 were listed with the same address of 1105 3rd Avenue NE. The address for Parcel #643 should read 1109 3rd Avenue NE. With the address change on the assessment list and no further public comment, Winks moved to confirm the special assessments as proposed and to certify to the Board of City Commissioners for their consideration. Holter seconded the motion. Motion carried.*

6. **Street Improvement District #159 (Terra Vallee Subdivision)** – Project consisted of asphalt milling and overlay, replacement of damaged or bad curb & gutter, handicap ramps, asphalt patching and chip seal. Darlene McLaughlin approached the podium and questioned how her assessments were determined on a 4-plex at 1002 24th Street NW. She stated that she received the same assessment on her 4-plex as two 8-plex units. Ms. Laughlin commented on the small amount of funding contributed to this project vs. other projects being heard this evening. Director of Public Works Jeff Wright informed her that the use of stimulus money is determined by the State. Those dollars can be used for major streets within a subdivision not for residential streets. Ms. Laughlin asked why 8th Avenue was not reconstructed. Mr. Wright said the property to the east was undeveloped and outside the city limits, therefore could not be assessed for their benefit in the reconstruction of 8th Avenue NW. She also questioned why the undeveloped lands south of 24th Street NW were not being assessed any costs for this project. Engineering Project Manager Kim Fettig stated the reason the property is a hill and does not have any access. Scott Marquart asked why some inside parcels of land did not receive any specials. He was informed that the main access for these lots is off of 27th Street NW and the properties were included in another project in which 27th Street NW was reconstructed. It was also noted that covenants exist whereby properties within the subdivision of equal weight value share special assessments costs equally. With all these issues at hand, Chairman Jacobsen suggested that this project be held over for further action at the Public Hearing on January 9, 2013 for further review regarding the concerns brought forth. *Holter moved and Winks seconded to bring this project back to the public hearing to be held on January 9, 2013. The motion passed unanimously.*

7. **Street Improvement District #162 (HIT)** – New installation of asphalt street with curb & gutter and street lighting on 7th Avenue SE. *No public comments, Winks moved to confirm the special assessments as published and certify to the Board of City Commissioners for their consideration. Holter seconded the motion. Motion carried.*

8. **Storm Sewer Improvement District #28 (water circulation pipe Lakewood area)** – Fresh water circulation pipe from Marina Road (near Moritz Marine/Bridgeview Bay) to the Lakewood Harbor chain of bays (Lakewood Spectrum Bldg) at 46th Ave SE. *No one present at the public hearing regarding this project. Holter moved to certify the proposed assessments to the Board of City Commissioners for final action. Winks seconded the motion. Motion carried.*

9. **Water & Sewer Improvement District #57 (HIT)** – Installation of additional sanitary sewer and watermain extension along 7th Avenue SE. *No public comment, Holter moved to confirm the special assessments as published and certify to the Board of City Commissioners for final approval. Winks seconded the motion. The motion passed unanimously.*

Calin Herrington approached the podium stating he had purchased a home and questioned the time frame in assessing these projects. He was informed that when calling the city for special assessment balances on a particular property, there was an indicator in place letting one know if there were pending specials. Holter also recommended upon pursuing title insurance that information would also be available.

There being no further business to come before the Commission, Holter moved and Winks seconded to adjourn the public hearing at 6:14 p.m. The motion passed unanimously.

Carl Jacobsen, Chairman SAC

Date: _____

PUBLIC HEARING MINUTES
Mandan Special Assessment Commission January 9, 2013

The Special Assessment (SAC) met in the Bosh Froehlich Meeting Room at Mandan City Hall on January 9, 2013 at 5:30 p.m. Members present were Keith Winks, Deborah Holter and Chairman Carl Jacobsen. Also present were Engineering Project Manager Kim Fettig, Director of Public Works Jeff Wright, Finance Director Greg Welch. Chairman Jacobsen informed those present of the purpose of this Commission as stated according to NDCC Section 40-23-07.

Consider approval of the December 9, 2013 Meeting Minutes: *Winks made a motion to approve the December 5th, 2012 minutes. Holter seconded the motion. The motion passed unanimously.*

Chairman Jacobsen opened the public hearing on old business.

- 1. Street Improvement District #159 (Terra Vallee Subdivision)** – Mill and Overlay Project, asphalt milling and overlay, replacement of damaged or bad curb & gutter, handicap ramps, asphalt patching and chip seal. Review and make final recommendations on the adjusted assessments. Engineering Project Manager Fettig said there were 5 apartment buildings that were being questioned at the last meeting on how many units were in each apartment building. We did more research and one of the residents brought us a list to compare with what we determined were the correct number of units. It had also been brought up to us that there were 4 duplexes that had covenants attached to them which we were not aware of. After we received a copy of the covenants it was determined that each duplex unit had to be assessed equally. Therefore letters were sent out to the residents that were initially left out of this assessment notifying them of the assessment. Ross Vashus (1221 27th Street NW) stated he was not at the first meeting because he did not have any assessment at that time and was questioning the fairness of the assessment, felt that the 2 residents of one lot was paying double the price of every other lot. Stated that he doesn't have any access to the street and does not use that street. Said he had not heard of any covenants but that he knew of some by-laws. Engineering Project Manager Fettig told him the properties were assessed by unit not by lot. Therefore an 8 unit apartment building received 8 times the assessment amount and a duplex received 2 times the amount versus the single family receiving 1 times the assessment amount. The covenants are recorded at the Court house and this is where we got our information from. Holter again said this is not done by size of lot but by unit. Norman Ravinaas (921 27th Street NW) said he echoed the same sentiments as the previous resident. Said he lives along 27th and doesn't use the other streets and wondered how much more assessments he would be getting with the work that had been done on 27th Avenue NW, Fettig answered that the improvement district for the

work on 27th Avenue had been taken to the City Commission the previous night and been approved. Ravinaas questioned when he would be getting the letter for the work on 27th Street. Fettig said the only reason he received the letter is because he was added to the assessment so had to be notified otherwise it is posted in the paper. There was question on that cost. Public Works Director Wright said it was at the commission the previous night. The project on 27th street was like 90% federally funded project so the cost was minimal. Fettig offered to get that information for him after the meeting. Public Director said looking in the minutes that was approved they showed that the amount of \$282.59 was the amount assessed for the 27th Street project. Elaine Wentz (1223 27th Street NW) wondered how her amount went from \$4400 to \$3510, she was expecting her and her neighbor in the adjoining duplex to be sharing the amount. She asked why the amount wasn't divided to be \$2200 for each. Holter stated again that it is by unit not lot. Fettig stated that the property adjoined the street where the work was done so therefore has benefit to the property as an improvement. Fettig also stated that we determined that we could assess some cost to the Walmart property even though they have no access to 24th Avenue. By adding the assessment to this property and adding the 4 duplexes the cost for everyone was lowered. Wentz wanted to know if Walmart was exempt from paying any assessments like they are with the property tax. Holter said she would answer that. Walmart was given a property tax exemption but that they do have to pay their assessments. Jacobson stated that the city has to pay their specials, the park district has to pay specials too. *There being no further comments, Holter made a motion to confirm the special assessments as presented tonight and certify to the Board of City Commissioners for their consideration. Winks seconded the motion. The motion passed unanimously.* Jacobson reminded the people attending the meeting that they can let the city commission know if they have concerns. Vashus wanted to know when this would be brought to the City commission. Fettig said it would go to the city commission on February 5th.

Chairman Jacobson went on to the public hearing on the following Districts:

- 1. Street Improvement District #153 Area A (19th St. SE)** – Asphalt paving and associated drainage work from Highway 6 to 8th Avenue SE. *There being no public comment on this project, Holter moved, seconded by Winks to confirm the special assessments as published and certify to the Board of City Commissioners for their consideration. The motion passed unanimously.*

2. **Street Improvement District #158 (3rd Street SE)** – Mill and Overlay project associated with stimulus money. The improvements to said streets within this district included milling of existing road surface, repair of curb & gutter, asphalt patching, leveling and overlay. *Being no comments, Winks moved to confirm the special assessments for this project as published and certify to the Board of City Commissioners for their consideration. Holter seconded the motion. Motion carried.*
3. **Water & Sewer Improvement District #55 (19th Street SE)** – Installation of water and sewer mains along 19th Street SE from Highway 6 to 8th Avenue SE. The construction also included a lift station to allow the sanitary mains to be extended north and south of 19th St. SE to serve large areas not served by the current utility services. *No public comment, Holter moved to confirm the special assessments as published and certify to the Board of City Commissioners for final approval. Winks seconded the motion. The motion passed unanimously.*

There being no further business to come before the Commission, Holter moved and Winks seconded to adjourn the public hearing at 5:58 p.m. The motion passed unanimously.

Carl Jacobsen, Chairman SAC

Date: _____

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK PAGE
	Orlee Fisher and Margaret Fisher, husband and wife	Westex Petroleum Corporation	5-8-78	Township 133 North, Range 82 West Section 1: Lot 9(10.30) Section 11: Lots 5(40.60), 6(30.00), 7(47.10), 8(32.50), 9(34.70), N/2N/2, SW/4NW/4 Township 135 North, Range 82 West Section 35: W/2, SE/4 Township 134 North, Range 82 West Section 1: Lots 1(39.88), 2(39.58), 3(39.28), 4(38.98), S/2N/2, S/2 Section 2: Lots 1(38.95), 2(39.24), S/2NE/4, SE/4 Section 3: Lots 1(39.89), 2(39.75), S/2NE/4 Section 14: W/2NE/4, N/2NN/4, E/2E/2	76 592 Miscel.

Filed for Record August 16, 1878 at 8:34 o'clock a.m. J. V. LaDuke, Register of Deeds

 DOCUMENT NUMBER 258651

DECLARATION TO SUBMIT PROPERTY TO A
 CONDOMINIUM PROJECT AND DECLARATION
 OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That
 WENDELIN SCHERR and LOIS J. SCHERR, also known as LOIS JEAN SCHERR, husband and wife, of the post-office address of Star Route #2, Bismarck, North Dakota, do hereby submit the following property and the improvements constructed, or to be constructed thereon, to the provisions of Chapter 47-04.1 of the North Dakota Century Code and do hereby establish a condominium project with respect thereto and the improvements concerned therewith to be known as "TERRA VALLEE CONDOMINIUMS".

1. OWNERSHIP OF PROPERTY. The above named persons and subscribers hereto, are the owners in fee simple of the following described lots, tracts and parcels of land situated and being in the County of Morton, State of North Dakota, to-wit:

Lot Eleven (11), Block One (1) and Lots One (1) and Eleven (11), Block Two (2), Terra Vallee First Addition to the City of Mandan, North Dakota.

2. DESCRIPTION OF PROPERTY. The project consists of three buildings. Each building will contain two separate units. The buildings will be similar in general design consisting of frame construction on concrete foundation. In each unit there will be a ground floor consisting of approximately 812 square feet finished, including a bed room, three-fourth bath, recreation room, utility room and 308 square foot garage. The second floor will consist of approximately 1100 square feet finished and will include two bedrooms, one full bath, kitchen with nook, formal dining room and living room. Each unit will also have a redwood deck off of the kitchen area and a concrete patio off the recreation room area.

All exterior walls will consist of 2 x 4 framing, 3/4 inch builtite sheeting, Masonite siding, full thickness insulation, sheet-rocked, taped, textured and painted. Ceilings will have eight inches of insulation.

Party walls will be constructed of downl wall 2 x 4 walls with sound insulation between and 5/8 sheet rock over soundboard which will be taped, textured and painted.

All interior walls will be constructed with 2 x 4 framing and will be taped, textured and painted. All doors and trim will be of oak. Cabinets will be prefinished type and will be stained, sealed and varnished.

All plumbing, electrical and heating requirements will be pursuant to the building code of the City of Mandan, North Dakota.

All bedrooms, living room, formal dining room, halls, steps and recreation room will have carpet. The kitchen, full bath and three-fourth bath and also front landing will have inlaid linoleum.

Appliances furnished will consist of a refrigerator, stove and hood, dishwasher and garbage disposal. Concrete steps, sidewalks and concrete patio will be furnished.

That attached hereto and made a part hereof is the description or survey map of the surface of the land included with the project and diagrammatic floor plan of the structure built, or to be built thereon, so as to identify each unit and its relative location and approximate designation as prepared by a registered professional engineer.

3. COMMON ELEMENTS. The common elements will consist of the entire project excepting all units to be granted with garages, and will include service lines and such installation for service as may be required by utility companies as well as foundations, columns, girders, beams, supports, main walls and roofs. In addition the common elements shall include all other parts of the property existing for the common use or necessary to the existence and maintenance or safety of the buildings.

There are no limited common elements.

4. PURPOSES OF USE. The units are intended for residential use only and no commercial purpose or use is permitted.

5. PERCENTAGE INTEREST. The units shall have an equal interest and there are six living units, being an equal 1/6 interest.

6. EMERGENCIES. The association of owners shall have the right to be exercised by the Board of Directors or its designates, to enter each unit at reasonable times as may be deemed necessary for the making of repairs as shall be necessary to prevent damage or loss to any other unit or the common elements.

7. SERVICE OF PROCESS. The person who is now designated as being responsible for the administrative duties and who is appointed as agent for service is Wendelin Scherr of the postoffice address of Star Route #2, Bismarck, North Dakota. After conveyance of the individual units by those subscribers, the administrative duties and service of process shall be made upon the person designated by the association of owners.

8. ASSOCIATION. An association shall be formed and also set forth in the By-Laws to be adopted herein, consisting of the owners of the condominium units. The association of owners shall constitute the administrative body which will provide for the maintenance, operation, management and administration of the common elements, assessment of expenses, allocation of costs, payment of losses, disposition of insurance proceeds, to effect and secure insurance for the structures and all property except personal property of each unit owner. The ASSOCIATION shall have the further power to do and perform any other act or thing similar in nature as may be reasonably required and as may be authorized by law. Each unit shall be a member of the ASSOCIATION so long as such owner remains an owner of a unit. A new owner shall succeed to the interest and likewise become a member of the ASSOCIATION and each unit shall thereby be entitled to membership and to a vote.

An association of owners is hereby created as is provided in this Declaration with each unit owner to have one vote on the Board of Directors of said Association. All present and future owners or their tenants

shall be subject to and comply with the provisions of the By-Laws and regulations. The acceptance of a deed or conveyance or entering into a lease or occupancy of a unit shall constitute an acceptance of the provisions hereof and of the By-Laws. The By-Laws may be amended from time to time by the Association board. These provisions and the By-Laws shall be covenants running with the land and shall bind any person having any estate or interest in such units as though all provisions and By-Laws were recited and fully stipulated in each deed, conveyance or lease.

9. ASSESSMENTS AND CHARGES. Each unit owner shall pay his equal and proportionate share of all assessments, charges and expenses incident to the administration of the common elements. It is understood that each unit owner shall pay for his utility charges through separate meters. Each unit owner agrees to make payments of any taxes or assessments directly applying to his unit and to his proportionate share of any tax or assessment applying to the common elements. If any unit owner should fail or refuse to make payment of common expenses of any kind when due, the amount thereof shall constitute a lien as provided by Chapter 47-04.1.

10. EXTERIOR. It is understood that with respect to exterior design, remodeling, painting or maintenance that the same shall first be presented to the Association board for determination, regulation and imposition of costs.

11. USE OF COMMON ELEMENTS. Each owner shall have the right to the use of the common elements with the other owners as may be required for peaceful enjoyment of the premises and such right shall extend to the owner, spouse, family members, agents, servants and invitees of each owner.

12. INSURANCE. The Board of Directors, through the ASSOCIATION, and on behalf thereof, will at all times take such action as may be necessary to either keep the building and units within the project insured or to issue orders to unit owners to effect, carry and maintain insurance on each unit as may be so owned and to insure the building against loss by fire or damage by the elements and extend coverage in an insurance company authorized to do business in the State of North Dakota and in an amount as near as practicable to the full replacement value thereof without deduction for depreciation. In the event of a failure of a unit owner to secure and maintain such coverage, then the ASSOCIATION shall secure the same and the costs thereof shall be divided equally by the unit owners. A failure to pay premiums shall result in a lien being imposed upon the unit owners so constituting the default and the failure to secure and maintain insurance and a cause of action shall arise and be held by either the ASSOCIATION or the unit owner who does effect and maintain such insurance coverage. Each unit owner shall have a copy of the insurance policy and evidence of payment of premiums.

In every case of loss or damage, all insurance proceeds shall be used as soon as possible for rebuilding, repairing or otherwise reinstating the same building or unit in a good and substantial manner according to the original plan and as shall be approved by the ASSOCIATION and mortgagees of the units.

Each policy of insurance shall provide that the same shall not be canceled, except by the insurer giving at least thirty days prior written notice to said ASSOCIATION, unit owners & every other person or entity having an interest therein who have requested such notice of the insurer.

The said insurance shall contain a clause which shall provide that any preference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit of the project in their respective order and preference, whether or not named therein.

The insurance coverage as to the interest of any mortgage shall not be invalidated by any act or neglect of the Board of Directors or owners or any person under any of them.

The ASSOCIATION at a common expense shall have the power and authority to secure and maintain a liability insurance coverage covering all unit owners and each unit owner shall contribute equally to the cost thereof as shall be determined by the ASSOCIATION.

Each unit owner shall be responsible for his own insurance on the contents of his unit and on personal property stored elsewhere.

13. MAINTENANCE & REPAIRS. Each owner shall furnish and be responsible at his own expense for all of the maintenance, repairs and replacements within his own unit. Maintenance, repairs and replacements of the common elements, if any there should be, shall be furnished by the ASSOCIATION and through assessment as may be established.

Each unit owner shall have the right to paint and redecorate the interior of his unit at any time and at his expense. Exterior painting shall be determined by the ASSOCIATION and the costs shared equally by unit owners.

14. ALTERATIONS OR ADDITIONS. No alterations of any of the common elements shall be made by any owner without the prior written approval of the ASSOCIATION. Alterations or additions to the common elements shall, when made, be an expense handled by the ASSOCIATION who shall allocate the charges to the unit owners.

15. AMENDMENTS. This Declaration may be amended by the ASSOCIATION at any meeting called for such purpose or at any annual meeting of the unit owners.

16. SALE OR LEASE. If any owner shall desire to sell or lease his unit, he shall give written notice to the ASSOCIATION and to the other unit owners at least thirty days prior to the proposed sale or lease, which notice shall state the terms, provisions and conditions of any proposed sale or lease. It also shall state the name and address of the proposed purchaser or tenant. The ASSOCIATION or the other unit owners shall at all times have the first option to purchase or lease the unit to be sold or leased and at the price, terms and conditions which seller would accept from any third party. If the ASSOCIATION or other unit owner should fail to exercise said option after receipt of such notice and within a thirty day period, then the seller or lessor may sell or lease his unit at the price and upon the terms and provisions set forth in the notice. If the price, terms or conditions be changed, then further written notice shall be given to the ASSOCIATION and other unit owners of such change and again the ASSOCIATION or unit owners shall have the first option to purchase or lease the unit and within thirty days after such change notice. If any sale or lease of a unit is made or attempted by any owner without, complying with the option provisions set forth then such sale or lease shall be subject to each and all of the rights given to the ASSOCIATION or other unit owners and all remedies and actions available under the law shall vest in the Association or other unit owners.

17. RIGHTS OF MORTGAGEES: A mortgagee, bank or lending institution shall have at all times, the right to acquire title to and to dispose of mortgaged property without regard to any provisions set forth herein and without restrictions. Nothing contained herein shall ever be construed as impairing the rights and privileges of a mortgagee.

IN TESTIMONY WHEREOF, the said owners have caused these presents to be executed and signatures affixed this 10th day of August, 1978.

Wendelin Scherr
Wendelin Scherr

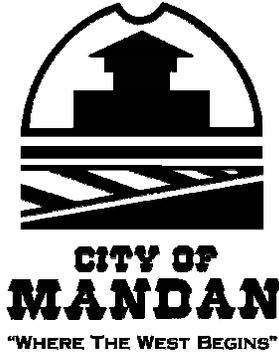
Lois J. Scherr
Lois J. Scherr, a/k/a Lois Jean Scherr

STATE OF NORTH DAKOTA) ss
COUNTY OF BURLEIGH)

(SEAL)

Richard P. Rausch
Richard P. Rausch, Notary Public
Burleigh County, North Dakota
My commission expires May 22, 1983

Filed for Record August 16, 1978 at 2:30 o'clock p.m. J. V. Leduke, Register of Deeds
by Dorothy Zwarych, Deputy



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 29, 2013
SUBMITTING DEPARTMENT: Wastewater Treatment Plant
DEPARTMENT DIRECTOR: Steve Himmelspach, Superintendent WWTP
PRESENTER: Steve Himmelspach
SUBJECT: Out of State Travel for EPA Pretreatment Workshop

STATEMENT/PURPOSE: To consider out-of-state travel permission as required by Mandan Municipal Code.

BACKGROUND/ALTERNATIVES: The City of Mandan is required to have an EPA approved Industrial Pretreatment Program. EPA Region 8 and the Region 8 Pretreatment Association (R8PA) are developing a workshop to address the varied needs of municipal Pretreatment personnel to implement the Pretreatment Regulations. Advanced to basic Pretreatment training, discussions, and presentations will be provided by local, state, and federal government representatives, as well as, experts from outside the government. The Workshop will be held at the Steamboat Grand in Steamboat Springs, CO. The week of May 6, 2013.

ATTACHMENTS: N/A

FISCAL IMPACT: Approved in the budget for 2013 is \$ 1,550.00 to attend the Pretreatment Workshop.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend the City of Mandan send a representative to the Annual EPA Pretreatment Workshop

SUGGESTED MOTION: I move the City of Mandan send Wastewater Plant Superintendent Steve Himmelspach to the EPA Pretreatment Workshop.

Region 8 Pretreatment Association Workshop		
AGENDA		
MONDAY - Moderator -		
1:00 -	Pretreatment 101 - IWS, Basic Permit Writing and	IWS - Matt Gedney and ?
5:00 PM	Inspections	
4:30 -	Early Registration	
6:00 PM		
TUESDAY - AM Moderator -		
8:00 AM	Logistics, Introductions and General Information	Jennifer Robinson, R8PA
8:10 AM	Opening Local Speaker	
8:50 AM	State of North Dakota Update	Anthony Meuske, State of North Dakota
	State of South Dakota Update	Jeff Roerick, State of South Dakota
	State of Utah Update	Jennifer Robinson, State of Utah
	State of Colorado Update	Lisa Knerr, State of Colorado
	State of Montana Update	, State of Montana
	State of Wyoming Update	, State of Wyoming
9:40 AM	EPA Update	Al Garcia, EPA
10:00 AM	Break - Bring your own treat (BYOT)	
10:15 AM	Inspections the Do's and Don'ts Lessons Learned from the Field - Reports - follow-up and photos	Sarah Leavitt
11:00 AM	Audits and PCIs - What to expect when the AA comes to the POTW	AA
12:00 PM	Lunch	

TUESDAY - PM Moderator -		
1:00 PM	Hospitals, Industrial Laundries, and Funeral Homes - What's the issue - Permit or not to permit or maybe something else Permit or not to permit - When an IU is a SIU or a SIU can be an IU or NSCIU - Panel discussion with Approval Authorities in Region 8	Two POTW speakers Approval Authorities in Region 8
3:00 PM	Break - Treats Provided (TP)	
3:15 PM	Permitting and SOB's/Fact Sheets - What needs to be included	
3:50 PM	Public Outreach	
4:20 PM	Surcharging - Pay to Treat What is the Cost to treat	Jeff Macfarlane

WEDNESDAY Local Limits Track - Moderator		
8:00 AM	Local Limits - How to get started. (POCs and Sampling Plan)	
9:15 AM	Local Limit Math	
10:00 AM	Break - TP	
10:15 AM	How to calculate and determine if unique local limits are needed	

WEDNESDAY 403 Rules and Implementation (SOP's) - Moderator		
8:00 AM	What you must do if you have an approved Pretreatment Program	
9:00 AM	The options of Streamlining	
10:00 AM	Break - TP	
10:15 AM	More on What is Expected of a Pretreatment Program	

WEDNESDAY FOG - Moderator	
8:00 AM	The nuts and bolts of a Grease Trap and the other options
9:00 AM	FOG in the Collection System now what
10:00 AM	Break - TP
10:15 AM	

WEDNESDAY POTW Meeting - Moderator	
11:00 AM	Have you had a problem and want to know how others solved it come to discuss how to solve your issues without EPA/States in the Room.

WEDNESDAY PM - Moderator	
1:30 PM	Networking Sign-up on Tuesday
6:00 PM	R8PA Business Meeting

Thursday - AM Moderator	
8:00 AM	Announcements
8:10 AM	RCRA - How to read the MSDS and what is required to be done per 403
8:45 AM	Hauled Waste
9:30 AM	Low Level Mercury Composite sampler
10:00 AM	Break - BYOT
10:15 AM	Where is the copper coming from, one POTWs solution
11:00 AM	Where is all the Grease going - Feeding the Digester
12:00 PM	Lunch

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Out of State Travel for EPA Pretreatment Workshop

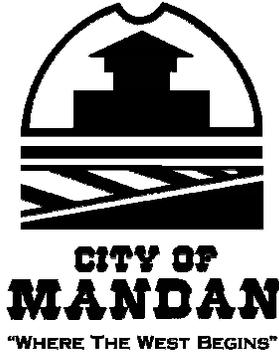
Page 5 of 6

Thursday - PM Moderator	
1:15 PM	What about the <i>Gold Star</i> approach?
1:45 PM	Mediation - How did we get here? Brett Nelson
2:15 PM	Tracking the spill - Crude oil
3:00 PM	Break - TP
3:15 PM	Waste hauler Enforcement Case
3:50 PM	CO Taskforce
4:40 PM	Closing Remarks - Voting and Other

TUESDAY

Overview of Presentations

- Pretreatment 101 Attendees will learn about how to develop a IWS with determination of IUs, SIUs/CIUs. The permit writing will include basic determinations of what should be included in the permit with information regarding SIUs, CIUs, and zero dischargers (sample permits and SOBs will be handed out to attendees). Inspections will be discussed with a basic overview of what to look for and what to say and how to ask open ended questions. Forms that are used by other Programs will be given out and a form developed by the State of Utah will be given out to attendees.
- EPA Update Information regarding what is happening in EPA and how it will impact the Region. New policies, guidance and rules that could change how you are implementing your pretreatment program today. Including issues that could change your NPDES permit. As well as issues that are occurring in other Regions and at Headquarters.
- States Updates This is the time that the States will update attendees as to what is going on in their State that could impact Pretreatment. Such as upcoming rules that could impact permit limits. Issues that may be occurring in audits or changes that regulators are making that could impact the way audits and/or PCIs will be conducted in the near future.
- Hospitals - Permit or not to permit or maybe something else Learn issues that can be come with have a hospital in your service area and the wastes what come along with a hospital and other IUs. Come and learn what other cities are doing to control their hospitals and how they made it work for their Program.
- Hospitals - Permit or not to permit Come and learn what your regulator thinks about controlling IUs (i.e. hospitals) and the reasoning behind their thoughts. Including their thought on permitting or doing something else. The oversight needed of doing
- Local limit Math $1+1=2$ so why doesn't the effluent + the sludge = the HL



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 30, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Engineering & Planning
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider for approval the final plat of Plainview Heights 14th Addition

STATEMENT/PURPOSE: To consider for approval the final plat of Plainview Heights 14th Addition.

BACKGROUND/ALTERNATIVES: Request from Mitzel Builders. The Planning & Zoning Commission approved the final plat on January 28, 2013.

ATTACHMENTS: 1. Office Report
2. Final Plat
3. Vicinity Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: This office supports the approval of the subject plat.

SUGGESTED MOTION: I move to approve the final plat of Plainview Heights 14th Addition.

MANDAN PLANNING OFFICE REPORT
January 30, 2013

Applicant: Mitzel Builders, Inc

Owner: same

Requested Action: Final plat approval.

Name of Subdivision: Plainview Heights 14th Addition

Legal Description: A portion of the SW ¼ of Section 2, Township 138N, Range 81W

Location: Percheron Drive SE and Shires Drive SE

Parcel Acreage: 8.47

Number of Blocks: 4 Number of Lots: 27

Preliminary Plat Approval: December 19, 2012

Existing Land Use: vacant

Proposed Land Use: single family residential

Adjacent Land Use: agricultural and residential

Existing Zoning: A (Agricultural)

Proposed Zoning: R7 (Single-Family Residential)

Adjacent Zoning: A (Agricultural) and R7 (Single-Family Residential)

Fee Required: \$250.00 Date Received: November 30, 2012

Adjacent Property Owner Notification: January 15, 2013

Dates of Legal Notices: January 18 & 25, 2013

Recommendation: Planning office recommends approval.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Consider for approval the final plat of Plainview Heights 14th Addition

Page 3 of 5

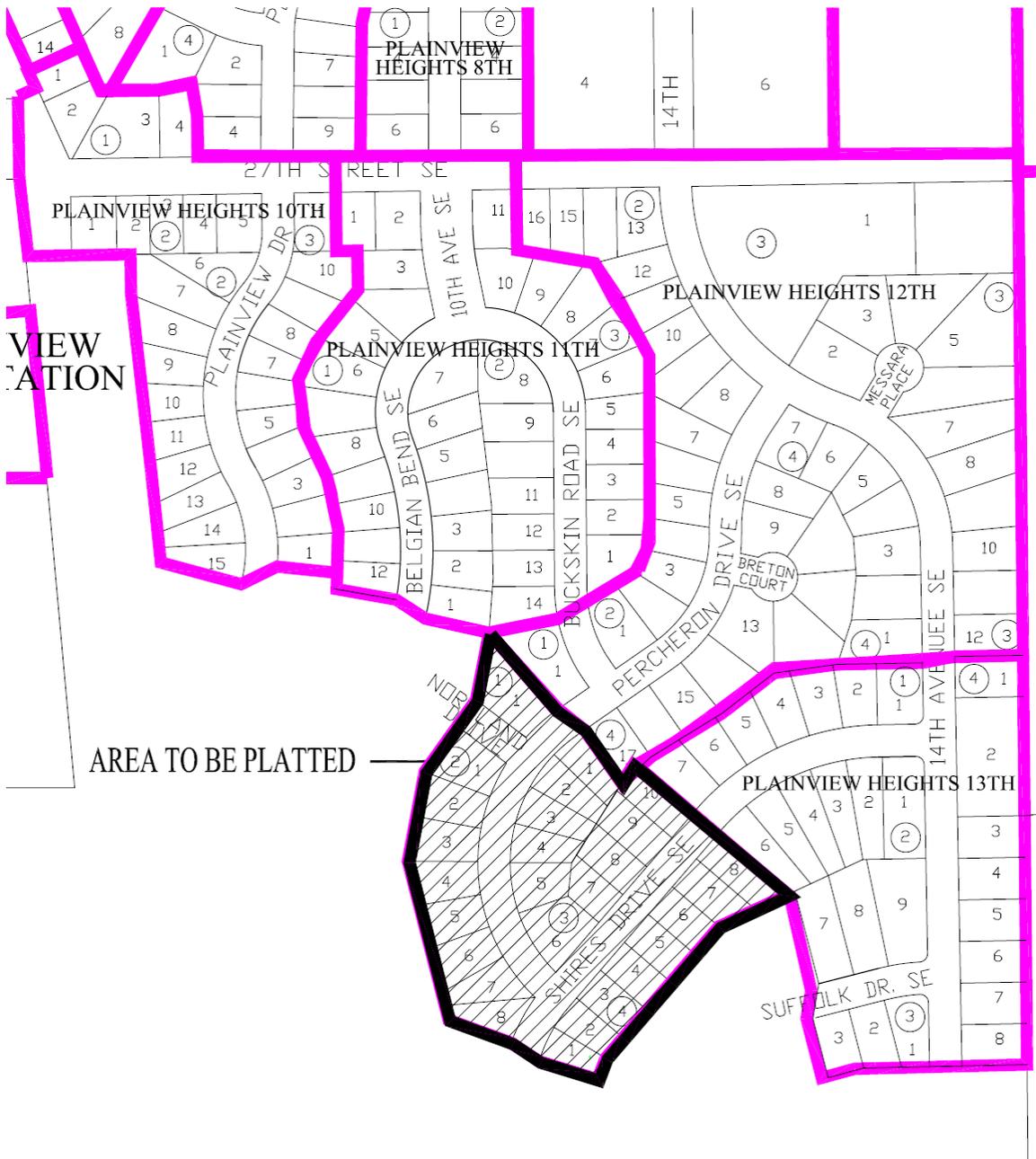
Board of City Commissioners

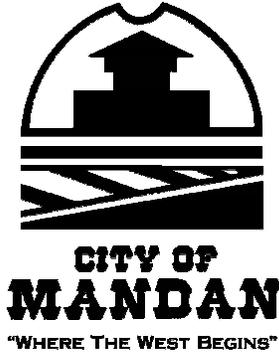
Agenda Documentation

Meeting Date: February 5, 2013

Subject: Consider for approval the final plat of Plainview Heights 14th Addition

Page 5 of 5





Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 30, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Engineering & Planning
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider for approval the final plat of School District 6th Addition

STATEMENT/PURPOSE: To consider the approval of the final plat for School District 6th Addition.

BACKGROUND/ALTERNATIVES: Request from the Mandan School District. They are planning a new school in the NE corner of the plat with possibly residential development in the south part. The Planning & Zoning Commission approved the final plat on January 28, 2013.

ATTACHMENTS: 1. Office Report
2. Final Plat
3. Vicinity Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: This office supports the approval of the subject plat.

SUGGESTED MOTION: I move to approve the final plat of School District 6th Addition.

MANDAN PLANNING OFFICE REPORT
January 30, 2013

Applicant: Mandan School District

Owner: same

Requested Action: Final plat approval.

Name of Subdivision: School District 6th Addition

Legal Description: Part of Auditor's Lot S-1 of Lot 3 of the SW ¼ of Section 8,
Township 139N, Range 81W

Location: Southwest corner of 48th Street NW and 37th Avenue NW.

Parcel Acreage: 27.26

Number of Blocks: 1 Number of Lots: 2

Preliminary Plat Approval: Short Form

Existing Land Use: vacant

Proposed Land Use: elementary school on Lot 1

Adjacent Land Use: residential and vacant

Existing Zoning: R7 (Single-Family Residential)

Proposed Zoning: same

Adjacent Zoning: R7 (Single-Family Residential) and RM (Multi-Family Residential)

Fee Required: \$250.00 Date Received: January 9, 2013

Adjacent Property Owner Notification: January 16, 2013

Dates of Legal Notices: January 18 & 25, 2013

Board of City Commissioners

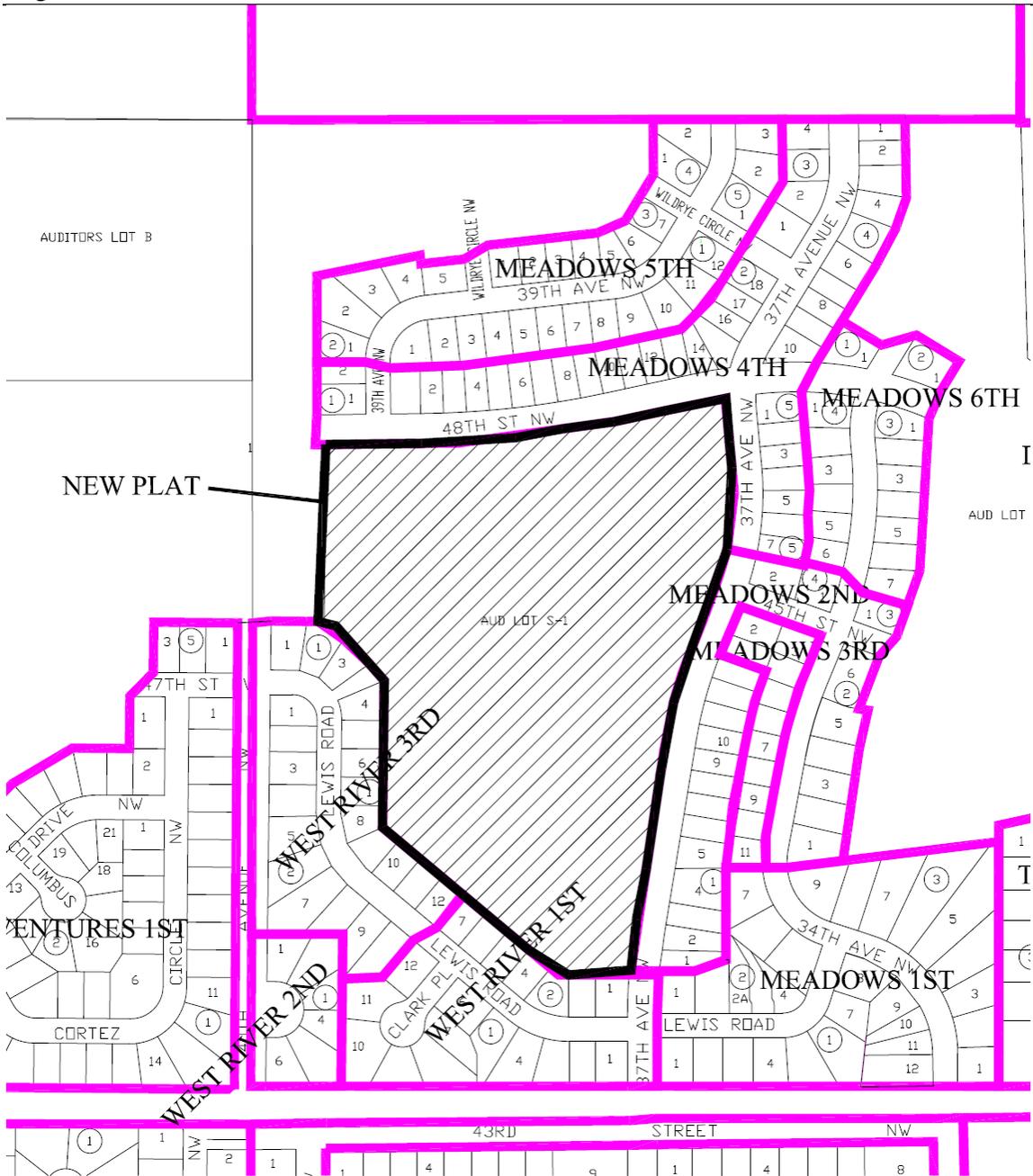
Agenda Documentation

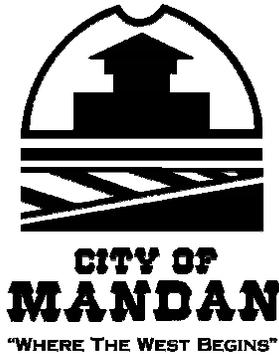
Meeting Date: February 5, 2013

Subject: Consider for approval the final plat of School District 6th Addition

Page 3 of 5

Recommendation: Planning office recommends approval.





Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 30, 2013
SUBMITTING DEPARTMENT: Water Treatment Plant
DEPARTMENT DIRECTOR: Duane Friesz, WTP Superintendent
PRESENTER: Duane Friesz, WTP Superintendent
SUBJECT: Consider entering into an Engineering agreement with AE2S for 2013 Phase II Optimization Improvements.

STATEMENT/PURPOSE: To hire AE2S firm to provide engineering services for 2013 Phase II Optimization Improvement project at the Mandan Water Treatment Plant.

BACKGROUND/ALTERNATIVES: AE2S has provided the 2006 Water Treatment Plant Master Plan, Residual Management Facility and past Optimization projects for the Mandan Water Treatment Plant. Work in this project includes items that were removed from previous projects for budgetary reasons along with some building repairs and other maintenance needs.

- Rehabilitating the 1986 pretreatment basin (settling tubes, bearings and coatings)
- Replacing 1986 lime transfer equipment
- Lime Silo OSHA compliance modifications
- Replacing 1986 rewash and isolation valves for 8-11 filters
- Repair leaks in CO2 basin
- Repair of existing garage
- Repair of existing rail car supports

The project is in keeping with the intent of the 2006 Water Treatment Plant Master Plan.

ATTACHMENTS:

- Project summary and cost estimate
- Engineering agreement

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Consider entering into an Engineering agreement with AE2S for 2013
Phase II Optimization Improvements.

Page 2 of 2

FISCAL IMPACT: The 2013 Phase II Optimization Improvement project has an estimated construction budget of \$872,000 and the engineering and professional services budget of \$271,000 which makes up a \$1,143,000 estimated price tag for project. The project will be funded by a low interest SRF loan through the state.

STAFF IMPACT: Minimal

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

RECOMMENDATION: To enter into the agreement with Advanced Engineering.

SUGGESTED MOTION: I move to approve the Engineering Services Agreement with Advanced Engineering for the above mentioned project.

Mandan WTP Phase II Optimization	General/Coating	I&C/Electrical	Mechanical
1 Plant #1 Recarbonation Basin Improvements	\$50,000		
2 66' Pretreatment Basin Improvements (plate settlers, bearing and scraper, painting, catwalk repair)	\$245,000		
3 Filters 8-11 Center Platform Coating Improvements	\$60,000		
4 Filters 8-11 Drain/Rewash and Isolation Valves	\$60,000		
5 Clearwell #2 Hatch/Vent Modifications	\$25,000		
6 Lime Silo OSHA Compliance Modifications	\$40,000		
7 I&C Upgrades (lime and booster station upgrades)		\$ 25,000	
8 Replace Existing CO2 Compressor			\$ 10,000
9 Reclaim Basin Effluent Pipe Modifications (send to Gravity Thickener)	\$20,000		
10 Replace backflow preventer isolation valves on #2 Clearwell House Water Supply	\$6,000		
11 Paint Clearwell #1 High Service Discharge Header	\$20,000		
12 Replace Existing Lime Screw Auger, Rotary Feeder, Knife Gate Valve, Blower, Dust Collectors (x2), Transfer Elbows (x4)	\$100,000		
13 Old Chlorine/Storage Room - Expose Ceiling, Test, Blast Steel, and Repaint	\$70,000		
14 Garage Block Wall Pulling Away from Building	\$10,000		
15 Intake Building - Repair deteriorating brick, add ventilation, replace front door	\$15,000		\$ 15,000
Estimated Construction Costs	\$721,000	\$25,000	\$25,000
Subtotal Estimated Construction Costs	\$771,000		
Contingencies	\$81,000		
Turbidimeters (City direct purchase)	\$20,000		
Subtotal Construction Costs	\$872,000		
Professional Services			
Preliminary Engineering	\$32,000		
Final Design	\$60,000		
Bidding	\$15,000		
Construction	\$81,000		
Post-Construction	\$28,000		
I&C	\$40,000		
Funding Assistance	\$15,000		
Subtotal Professional Services	\$271,000		
Summary			
Estimated Construction Costs	\$872,000		
Professional Services	\$271,000		
Total	\$1,143,000		
SRF Loan (Budget)	\$1,200,000		

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 5, 2013 (“Effective Date”) between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 (“OWNER”) and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 (“ENGINEER”).

OWNER intends to construct the following improvements: **Mandan WTP – Phase II Optimization Improvements** (“Project”) for the City of Mandan, as further described in Exhibit E. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 30 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, Construction and Post-Construction, and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the 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. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid 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.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

G. *Adjustment of ENGINEER's Compensation:* If it becomes apparent to ENGINEER that the amount estimated in paragraph C4.01.A in Exhibit C will be

exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter, OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER 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 wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. Not Used.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. 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 ENGINEER's 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 ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's 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's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by

Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition).

6.02 Authorized Project Representatives

A. Contemporaneous 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 individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design or Bidding and Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and

waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification 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 ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

B. **Not Used.**

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. **Not Used.**

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, 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, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER.

6.06 Termination

A. 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 ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its 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,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 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.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of North Dakota.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, 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 partners, 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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 Contractor, Contractor's subcontractor, supplier, other 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. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

Not Used.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, 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 OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors,

partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. 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.

5. To the fullest extent permitted by law, but only to the extent that Engineer and Owner have agreed to a corresponding mutual waiver, Consultant and Engineer waive against each other, and the other's officers, members, directors, partners, agents, insurers, consultants, and employees, 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.

6. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions

agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Limits of Liability

A. To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants, and any of them, 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 or breach of contract, or warranty express or implied, of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants, or any of them (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).

6.13 Notices

A. 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, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.15 Severability

A. 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, who 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.

6.16 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.17 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement.

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon

completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *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 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.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the

Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of eight pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of two pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of one page and Appendix 1 to Exhibit C, "2012 Hourly Fee and Expense Schedule" consisting of one page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of four pages.

E. Exhibit E, "Project Description", consisting of five pages.

F. Exhibit F, **Not Used.**

G. Exhibit G, **Not Used.**

H. Exhibit H, **Not Used.**

I. Exhibit I, **Not Used.**

J. Exhibit J, **Not Used.**

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified 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 duly executed written instrument.

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

OWNER:

Mayor Arlyn Van Beek

By: _____

Title: President of Board of City Commissioners

Date Signed: _____

ATTEST: _____

Name: Jim Neubauer

Title: City Administrator

Address for giving notices:

City of Mandan

205 2nd Avenue NW

Mandan, ND 58554-3125

Designated Representative (paragraph 6.02.A):

Duane Friesz

Title: WTP Superintendent

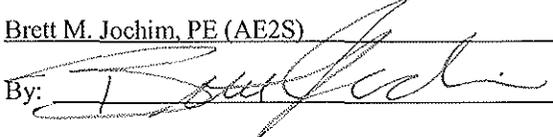
Phone Number: (701) 667-3275

Facsimile Number: (701) 667-1680

E-Mail Address: mandanwtp@midconetwork.com

ENGINEER:

Brett M. Jochim, PE (AE2S)

By:  _____

Title: Chief Operating Officer

Date Signed: 1/28/13

ATTEST:  _____

Name: Kenneth J. Weber, PE

Title: Project Manager

Address for giving notices:

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street, Suite 301

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

Kenneth J. Weber, PE

Title: Project Manager

Phone Number: (701) 221-0530

Facsimile Number: (701) 221-0531

E-Mail Address: Ken.Weber@ae2s.com

This is **EXHIBIT A**, consisting of eight pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated February 5, 2013.

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART I -- BASIC SERVICES

A1.01 *Study and Report Phase – Not Used.*

A1.02 *Preliminary Design Phase*

A. ENGINEER shall:

1. Arrange and conduct a maximum of two meetings and two field trips with the OWNER to further define the intended improvements as generally described in the Agreement.
2. Develop preliminary improvement concepts resulting from the above meetings with general plans and general specification elements.
3. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, develop an opinion of probable Construction Cost and Total Project Cost.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Preliminary Design Technical Memorandum summarizing evaluations and recommendations for improvements.
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Design Phase*

A. Upon authorization from OWNER, ENGINEER shall:

1. Arrange and conduct a maximum of two meetings with OWNER to further refine the intended improvements as generally described in the Agreement.
2. Obtain required data and measurements for improvements included as part of this Agreement.
3. On the basis of the authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
4. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

5. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

6. Perform or provide the following additional Final Design Phase tasks or deliverables: None identified on the Effective Date of this Agreement.

7. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate.

8. Prepare and submit three final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is three (3).

D. ENGINEER's services under the Design Phase will be considered complete on the date when the submittals required by paragraph A1.03 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Costs as determined in the Design Phase, and upon authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conferences, if any.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: Arrange and conduct a Pre-bid meeting and field trip with the prospective BIDDERS to define the intended improvements as generally described in the Bidding Documents.

5. Attend the Bid openings, prepare bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* **Not Used.**

4. *Pre-Construction Conference.* Participate in Pre-Construction Conferences prior to commencement of Work at the Sites.

5. *Baselines and Benchmarks.* **Not Used.**

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and take appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.01.A.13 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver written notice of such to OWNER and Contractor if requested in writing to do so.

17. *Additional Tasks.* None identified on the Effective Date of this Agreement.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting Project Work.
2. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
3. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
4. *Additional Tasks:*
 - a. Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Format to be two hard copies.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

A1.07 Instrumentation and Control Phase

A. Upon authorization from the OWNER, ENGINEER, during the Construction Phase, shall:

1. Provide instrumentation and control services as outlined in Exhibit E.

B. The Instrumentation and Control Phase services may commence during the Design Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

A1.08 Funding Assistance Phase

A. Upon authorization from the OWNER, ENGINEER, during the Preliminary Design, Final Design, and Construction Phases, shall:

1. Provide coordination with funding agencies as outlined in Exhibit E.

B. The Funding Assistance Phase services, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Phase.

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. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. 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.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its 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 of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, 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 by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. 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.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Construction Contract completion dates.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. **Not Used.**
19. Preparation of operation and maintenance manuals beyond what is provided by the Contractor.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. 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.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Providing in company with OWNER or OWNER's representative, an inspection of the Project after the Correction Period to ascertain whether any portion of the Work is subject to warranty.

This is **EXHIBIT B**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated February 5, 2013.

OWNER's Responsibilities

Article 2 of the Agreement is amended and 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:

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; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. 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.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

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. Provide, as required for the Project:

1. Accounting, bond and financial advisory, 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 moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. 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.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. OWNER designated Construction Manager: **Not Used.**

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, 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.

N. Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other Project related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory, as Owner deems necessary to perform additional inspections, tests, and approvals of Samples, materials, and equipment, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraph B.2.01.O. and P.

R. Perform or provide the following additional services: None identified on the Effective Date of this Agreement.

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated February 5, 2013.

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services*

A. OWNER shall pay ENGINEER for Basic Services as 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 employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C4.01 is \$271,000.00 based on the following assumed distribution of compensation.

- a. Preliminary Design Phase \$ 32,000.00
- b. Design Phase \$ 60,000.00
- c. Bidding Phase \$ 15,000.00
- d. Construction Phase \$ 81,000.00
- e. Post Construction Phase \$ 28,000.00
- f. I&C Services \$ 40,000.00
- g. Funding Assistance \$ 15,000.00

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by OWNER.

5. The amounts billed for ENGINEER's services under paragraph C4.01 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 Consultant's charges.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to ENGINEER.

C4.02 *For Additional Services Requiring OWNER's Authorization in Advance*

A. OWNER shall pay ENGINEER for services and reimbursable expenses for Additional Services set forth in Article A2.01 per the Hourly Fee and Expense Schedule included in Appendix I of Exhibit C.

C4.03 *For Required Additional Services*

Not Used.

This is **Appendix 1 to EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated February 5, 2013.

2013 AE2S HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates

Engineer I \$94.00
 Engineer II \$108.00
 Engineer III \$132.00
 Engineer IV \$150.00
 Engineer V \$165.00
 Engineer VI \$188.00
 Engineer VII \$198.00
 Engineer VIII \$206.00

Program Coordinator \$150.00
 Project Manager I \$156.00
 Project Manager II \$180.00
 Technical Expert I \$215.00
 Technical Expert II \$230.00
 Technical Expert III Negotiable

I&C Technician I \$86.00
 I&C Technician II \$96.00
 I&C Technician III \$110.00
 I&C Technician IV \$120.00
 I&C Technician V \$132.00
 I&C Technician VI \$140.00
 I&C Technician VII \$148.00

Land Surveyor I \$87.00
 Land Surveyor II \$102.00
 Land Surveyor III \$112.00
 Land Surveyor IV \$126.00
 Land Surveyor V \$138.00
 Land Surveyor VI \$160.00

Engineering Technician I \$56.00
 Engineering Technician II \$72.00
 Engineering Technician III \$86.00
 Engineering Technician IV \$100.00
 Engineering Technician V \$114.00
 Engineering Technician VI \$128.00
 Engineering Technician VII \$140.00

GIS Specialist I \$72.00
 GIS Specialist II \$90.00
 GIS Specialist III \$106.00
 GIS Specialist IV \$120.00
 GIS Specialist V \$138.00
 GIS Specialist VI \$156.00

Marketing Consultant I \$72.00
 Marketing Consultant II \$90.00
 Marketing Consultant III \$108.00
 Marketing Consultant IV \$124.00
 Marketing Consultant V \$140.00

Senior Consultant \$180.00
 Corporate Legal Counsel \$186.00

Communications Specialist I \$76.00
 Communications Specialist II \$88.00
 Communications Specialist III \$100.00
 Communications Specialist IV \$120.00
 Communications Specialist V \$132.00

IT I \$86.00
 IT II \$105.00
 IT III \$120.00
 IT IV \$136.00
 IT Manager \$154.00

Financial Analyst I \$74.00
 Financial Analyst II \$88.00
 Financial Analyst III \$104.00
 Financial Analyst IV \$116.00
 Financial Analyst V \$132.00
 Financial Analyst VI \$150.00
 Financial Analyst VII \$164.00
 Financial Analyst VIII \$180.00

Administrative I \$50.00
 Administrative II \$62.00
 Administrative III \$72.00
 Administrative IV \$84.00
 Administrative V \$92.00

Intern I \$42.00
 Intern II \$48.00
 Intern III \$52.00
 Intern IV \$58.00
 Intern V \$68.00

Reimbursable Expense Rates

Transportation \$0.65/mile
 Survey Vehicle \$0.70/mile
 Service Vehicle - 1 Ton \$1.00/mile
 Air Transportation \$1,600/hour
 Photocopies 8½" x 11" \$0.10/copy
 Plots – Color Bond \$1.25/s.f.
 Plots – Monochrome Bond/Vellum \$0.75/s.f.
 Plots – Film/Photo High Gloss \$2.00/s.f.
 Digital Imaging \$10.00/day
 Laser Printouts 8½" x 11" \$0.20/page
 Color Laser Printouts/Copies 8½" x 11" \$0.68/page
 Fax \$0.40/page
 Projector \$25.00/hour
 Total Station – Robotic \$35.00/hour
 Pro-XR GPS \$15.00/hour
 Fast Static/R/TK GPS \$50.00/hour
 3D Laser Scanner \$100.00/hour
 Solar Mite \$50.00/hour
 Survey Monument \$5.00/each
 Fence Posts \$8.00/each
 Survey Lath \$22.00/bundle
 Survey Stakes/Hubs \$13.00/bundle
 All Terrain Vehicle/Boat \$100.00/day
 Hydrant Pressure Recorders \$10.00/day
 Telemetry Radio \$10.00/day
 Pressure Recorder \$5.00/day
 Pump Station Monitor \$24.00/day
 Area Velocity Module \$30.00/day
 Rain Gauge \$12.00/day
 I&C Supplies \$10.00/unit
 Lab Testing Equipment \$500.00/day
 Thermal Imaging Camera \$300.00/day
 Power Quality Analyzer \$500.00/week
 Process Calibration Instrument \$200.00/day
 Portable Oscilloscope \$125.00/day
 Antenna Watt-Meter \$50.00/day
 In-house Lodging \$150.00/day
 Outside Services* cost*1.15
 Out of Pocket Expenses** cost*1.15
 Rental Car cost*1.20

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

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

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

This is **EXHIBIT D**, consisting of four pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated February 5, 2013.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - b. Maintain construction observation notes, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.

e. **Not Used.**

11. *Reports:*

- a. Prepare periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of five pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated February 5, 2013.

Project Description

The project consists of Plant #1 recarbonation basin improvements, 66-foot pretreatment basin improvements, Filters #8-11 platform improvements, Filters #8-11 valve improvements, clearwell #2 hatch/vent modifications, lime silo OSHA compliance modifications, I&C improvements (lime and booster station upgrades), existing CO2 compressor improvements, reclaim basin effluent pipe modifications, backflow preventer isolation valves on #2 clearwell house water supply improvements, clearwell #1 high service discharge header improvements, existing lime system improvements, old chlorine/storage room evaluation, garage block wall evaluation, and intake building structural repair and ventilation improvements. In general, the project related professional services consist of the following major tasks:

I. PRELIMINARY DESIGN 030

The Preliminary Design Phase is comprised of the primary tasks identified below:

1. Project Kick-Off Meeting
2. Regulatory and Permitting
 - a. Assist the City in securing the necessary permits to construct project.
 - b. Interface with NDDH to coordinate proposed project with regulatory requirements.
3. Plant #1 Recarbonation Basin Improvements
 - a. Coordinate with City staff to remove basin from service. ENGINEER to inspect and evaluate condition of basin, areas of water leaks, and condition of interior piping.
 - b. Based on inspection,
 - Evaluate and propose system(s) to stop leaks. Anticipate lining interior with coating system and/or injection grout.
 - Evaluate the need for replacement of interior basin piping including solids contact basin and overflow piping.
4. 66-ft Pretreatment Basin Improvements
 - a. Assess and evaluate existing process components as follows:
 - Bearing and scraper for replacement.
 - Coating System: Surface preparation and painting of all metal surfaces. Includes bypass pipe located in the basin.
 - Tube settlers for replacement.
 - Repairs to catwalk mounting system.
5. Filters #8-11 Center Platform Coating Improvements
 - a. Assess and evaluate condition of existing coating system.
6. Filters #8-11 Valves
 - a. Assess and evaluate existing drain, rewash, and isolation valves, pipe, and coating systems as follows:
 - Total of three (3) 6-inch rewash/drain valves and adjacent piping.
 - Total of four (4) 20-inch isolation valves and adjacent piping as needed.

7. Clearwell #2 Hatch/Vent Modifications
 - a. Per City request:
 - Replace existing hatch with curb and roof scuttle/hatch to match others.
 - Add an overflow/clearwell vent.
8. Lime Silo OSHA Compliance Modifications
 - a. Assess and evaluate existing lime silo ladder for compliance with OSHA requirements.
9. I&C WTP SCADA Improvements
 - a. Assess and evaluate existing WTP SCADA system as follows:
 - Hardware necessary to interface lime feed system with WTP SCADA system. Anticipate new lime silo control panel including PLC processor, I/O cards, network interface equipment, relays, wire terminals, UPS, and surge protectors.
 - Hardware necessary to interface WTP SCADA system with distribution system. Anticipate new Ethernet based processor with 64K memory.
10. Replace Existing CO2 Compressor
 - a. Assess and evaluate CO2 compressor.
11. Reclaim Basin Effluent Pipe Modifications (send to Gravity Thickener)
 - a. Assess and evaluate options to send reclaim basin effluent to Gravity Thickener #1.
12. Replace Backflow Preventer Isolation Valves on #2 Clearwell House Water Supply
 - a. Assess and evaluate condition of existing isolation valves on backflow preventer on #2 Clearwell House water supply.
13. Clearwell #1 High Service Discharge Header
 - a. Assess and evaluate condition of coating system.
14. Existing Lime System:
 - a. Assess and evaluate condition of existing equipment as follows:
 - Existing lime screw auger and rotary feeder to day bin.
 - Existing knife gate valve off of silo.
 - Existing blower.
 - Existing dust collectors (x2).
 - Pneumatic transfer piping elbows, total of four (4). Evaluate alternate material (ceramic?).
15. Old Chlorine/Storage Room
 - a. City to coordinate demo of existing plaster ceiling to allow evaluation by ENGINEER.
 - b. Assess and evaluate condition of structural steel (third party testing may be required and is not included). Also need to assess and evaluate top condition to prevent further water migration into room.
16. Garage Block Wall Pulling Away from Building
 - a. Assess and evaluate condition of garage wall.
17. Intake Building Improvements
 - a. Assess and evaluate condition of the following components:
 - Deteriorating brick at northeast corner of building.
 - Existing building cooling system. Evaluation to include options for air circulation.
 - Entrance double door and frame.

18. Other Activities
 - a. Conduct a 30% engineering review meeting with City staff to review results of site investigations and evaluations.
19. Summary of Deliverables
 - a. 30% Plans and Specifications
 - b. 30% Preliminary Cost Estimate to verify project budgets.
 - c. Preliminary Design Technical Memorandum: Summarize evaluations and recommendations for improvements. Forms the basis of final design.
20. Schedule
 - a. Preliminary Engineering deliverables ready on or around May 1, 2013.

II. FINAL DESIGN PHASE 040

The Final Design Phase is comprised of the primary tasks identified below:

1. Design Elements
 - a. Plant #1 Recarbonation Basin Improvements
 - b. 66-ft Pretreatment Basin Improvements
 - c. Filters #8-11 Center Platform Coating Improvements (corrosion)
 - d. Filters #8-11 Drain/Rewash Valves (valves leaking)
 - e. Clearwell #2 Hatch/Vent Modifications
 - f. Lime Silo OSHA Compliance Modifications
 - g. I&C WTP SCADA Improvements (lime and booster station upgrades)
 - h. Replace Existing CO2 Compressor
 - i. Reclaim Basin Effluent Pipe Modifications (send to Gravity Thickener)
 - j. Replace Backflow Preventer Isolation Valves on #2 Clearwell House Water Supply
 - k. Clearwell #1 High Service Discharge Header
 - l. Existing Lime System:
 - m. Old Chlorine/Storage Room
 - n. Garage Block Wall Pulling Away from Building
 - o. Intake Building Improvements – Includes mechanical and architectural subconsultants.
2. Design Disciplines
 - a. Civil
 - b. Process
 - c. Electrical/I&C
 - d. Mechanical
 - e. Architectural
 - f. Structural
3. Plans, Specifications, and Bid Documents – ENGINEER will prepare plans, specifications, and bid documents for the Phase II Optimization Improvements. Final design will include:
 - a. Using the information obtained during the Preliminary Design phase, the project shall generally consist of the items identified as design elements above.
 - b. Prepare plans and specifications to outline work necessary to receive bids for Phase II Optimization project as described above.
4. Plan Submittal:- ENGINEER will submit plans and specifications to the North Dakota Department of Health for review, comment and approval.
5. Opinion of Probable Construction Cost: ENGINEER will prepare Opinions of Probable Construction Cost and revise as required for 60%, 90%, and 100% plan and specification reviews.

6. Summary of Deliverables
 - a. 60% Plans and Specifications and cost opinions.
 - b. 90% Plans and Specifications and cost opinions.
 - c. 100% Plans and Specifications and cost opinions.
7. Summary of Design Phase Meetings
 - a. 60% Plan and Spec Review.
 - b. 90% Plan and Spec Review.
8. Schedule
 - a. Final Plans and Specifications for remainder of design elements ready for September, 2013 Bid.

III. BIDDING PHASE 050

The Bidding Phase will be conducted for the Phase II Optimization project and related improvements. Bidding Phase is comprised of the primary tasks identified below:

1. Bidding: ENGINEER will prepare bid documents for and conduct a bid process.
2. Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of Bids in the official newspaper and regional construction plan exchanges for each bid.
3. Interpretation and Clarifications: ENGINEER to communicate with prospective bidders and issue addenda as required.
4. Meetings: ENGINEER to arrange and conduct one Pre-bid meeting and attend bid opening for the project.
5. Bid Evaluation and Recommendations: ENGINEER to prepare Bid Tab and Recommendations for City.
6. Notice of Award: ENGINEER will coordinate the execution of Notice of Award

IV. CONSTRUCTION PHASE 060

The Construction Phase is comprised of the primary tasks identified below:

1. Contract Preparation: Prepare and submit necessary number of copies of contracts for each contractor.
2. Surveying: No survey support anticipated.
3. Meetings: ENGINEER shall arrange and conduct one Pre-Construction conference as well as bi-monthly project progress meetings for each of the three projects.
4. Shop Drawing Review: ENGINEER shall administer the submittal process, and provide review of product submittals for each project.
5. Construction Observations: ENGINEER to provide construction administration and construction observation, maintain records and provide assistance to manage project progress, problems, and potential scope changes, and complete project closeout procedures and Final Inspection and Acceptance for each project.
6. Schedule
 - a. Final completion anticipated on or around June 2014.

V. POST CONSTRUCTION PHASE 070

The Post-Construction Phase is comprised of the primary tasks identified below:

1. Warranty: ENGINEER shall coordinate warranty items, monitor warranty period, and provide an end of warranty inspection.
2. Record Drawings: ENGINEER shall revise drawings and provide final deliverables including Operation and Maintenance Manuals and as-built record drawings.

VI. INSTRUMENTATION AND CONTROL PHASE 080

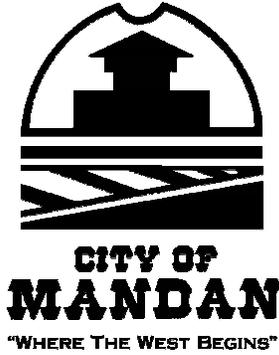
The Instrumentation and Control Phase is comprised of the primary tasks identified below:

1. Programming: ENGINEER shall perform all control system programming necessary to fully integrate new systems into the existing Supervisory Control and Data Acquisition (SCADA) system. In addition, ENGINEER shall program database server software to record process data for retrieval for the purpose of trending and process reporting.
2. Commissioning: Setup, configure, and install all computers installed under the project including required network servers, SCADA software servers, database servers, operator workstation computers, and remote operator interface terminals.

VII. FUNDING ASSISTANCE PHASE 090

The Funding Assistance Phase is comprised of the primary tasks identified below:

1. Funding Assistance
 - a. Funding Assistance to aid the City with application for DWSRF loans and interim funding, as requested.
2. Environmental Assessment
 - a. Preparation and distribution of Environmental Solicitation letters to various reviewing agencies.
 - b. Review Solicitation responses and address concerns as necessary.
3. SRF Construction Compliance Requirements
 - a. Conduct Davis Bacon wage interviews during Construction Phase at appropriate intervals.
 - b. Review weekly Contractor certified payrolls and compare with wage interviews.



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 31, 2013
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Grizella Corporation Redemption Agreement

STATEMENT/PURPOSE: To consider a “REDEMPTION AGREEMENT” by and between GRIZELLA CORPORATION, a Georgia corporation the City of Mandan.

BACKGROUND/ALTERNATIVES: Roughly ten years ago, the City of Mandan upon recommendation from the Mandan Growth Fund invested, via preferred stock, in Grizella Corporation. Grizella is a company that was founded by folks originally from Hebron ND, who moved to Colorado, and back to Hebron with their business. Grizella in essence was a software company that would connect truckers with parties that needed goods hauled from one place to the next. The focus was back hauls, where a load of goods travels to one location, and the trucker is then looking for a load to haul back. The software attempted to connect the parties so there were fewer dead head loads (empty loads) moving across the country.

The City of Mandan purchased \$10,000 of preferred stock in Grizella. The company has struggled over the years and has been approached by a company that wishes purchase the company.

The purchase would allow for the repayment of the \$10,000, less what has already been paid, to the City of Mandan.

ATTACHMENTS: Redemption Agreement

FISCAL IMPACT: +\$8,435

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown has reviewed the documents and recommends approval.

RECOMMENDATION: I recommend the City of Mandan approve the Redemption Agreement.

SUGGESTED MOTION: I move to approve the Redemption Agreement between the City of Mandan and Grizella Corporation.

REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (this "Agreement") is made and entered into as of the 15th day of February, 2013, by and between GRIZELLA CORPORATION, a Georgia corporation (the "Company"), and City of Mandan (the "Shareholder").

Background

The Shareholder is the owner of 10,000 shares of the Series A Preferred Stock of Company (the "Preferred Shares"), which represents all of the ownership interests in the Company owned or claimed by the Shareholder, and the Company and Shareholder have agreed that the Company shall redeem all of such Preferred Shares from the Shareholder (the "Redeemed Shares") as allowed under the Company's Articles of Incorporation, as amended (including Section 6(b) of the Company's Certificate of Designation, Preferences and Rights of the Series A Preferred Stock (the "Certificate of Designation")) and as otherwise set forth in this Agreement.

Agreement

Therefore, in consideration of the mutual promises and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

Redemption of Preferred Shares. By the execution and delivery of this Agreement, and compliance with the terms hereof (a) the Company hereby purchases and redeems the Redeemed Shares in full from the Shareholder, and (b) the Shareholder hereby assigns, conveys and transfers to the Company, in full, all the Shareholder's right, title and interest in and to all of the Redeemed Shares.

Consideration. In consideration of the redemption of the Preferred Shares and the Shareholder's conveyance thereof as set forth in Section 1 above and the other undertakings set forth in this Agreement, the parties agree to the payment to the Shareholder by the Company upon the execution of this Agreement of the sum of \$8,435.01, which amount represents the outstanding Optional Redemption Price (as defined in the Certificate of Designation) plus all accrued and unpaid dividends payable through the date of this Agreement, and to the agreements, releases and other undertakings set forth in this Agreement, all in full payment and satisfaction for all of the Redeemed Shares in the aggregate. The Shareholder waives any requirement set forth in the Certificate of Designation, in any purchase agreement between the Company and the Shareholder or otherwise concerning notice, the timing of notice or the provision to the Shareholder of any particular materials or information not set forth in this Agreement in connection with the transactions contemplated by this Agreement.

Releases. In consideration of the sums to be paid under this Agreement and the agreements made herein, and as a material inducement to entering into this Agreement, the Shareholder and the Company each hereby, now and forever, fully and finally, remises, releases, discharges and acquits the other party and its successors and assigns, subsidiaries and affiliated entities, and all officers, managers, directors, agents, employees, shareholders, attorneys and representatives, past and present, of and from any and all debts, claims, demands, causes of

action, losses, damages and liabilities to persons or property, both contingent and fixed, known and unknown, of every nature, kind and character whatsoever, at law or in equity, or otherwise, which arise from, or in any manner relating to the issuance of or ownership of the Redeemed Shares and any rights associated therewith or the interest that the Redeemed Shareholder had in the Company, including without limitation any rights to timely payment of dividends payable on the Redeemed Shares and any right to timely redemption of the Redeemed Shares. The parties understand, intend, consciously agree and acknowledge that by this waiver each party is fully, finally and forever settling and releasing all known, unknown or subsequently discovered claims, injuries, conditions or consequences against the other (and the other parties being released above) connected with the Redeemed Shares, specifically including, but not limited to any claims or demands whatsoever for (i) any ownership or equity interest in the Company, and (ii) any monetary compensation, remuneration, return of capital, payment for ownership interests, units, shares, benefits, profit participation, finders fees, earnouts, commissions or recompense of any kind or nature whatsoever. The foregoing release shall not apply to and does not release either party from its respective obligations under this Agreement.

Closing Matters. Simultaneously with the execution and delivery of this Agreement, Shareholder will deliver any and all certificates evidencing the Redeemed Shares (or, in lieu thereof, a lost share affidavit in a form reasonably acceptable to the Company) to the Company duly endorsed for transfer and cancellation of such certificates on the stock records of the Company. Without the need for further consideration, Shareholder agrees to take all additional actions reasonably requested by the Company from time to time to evidence this redemption, the termination of Shareholder's ownership interest in the Redeemed Shares and the transfer to the Company of the certificate evidencing the Redeemed Shares.

Representations and Acknowledgments of Shareholder. As a material inducement to the Company to enter into this Agreement and to make the payments required hereunder, Shareholder hereby represents and warrants that: (i) the Redeemed Shares represent all of the ownership interests in the Company owned or claimed by the Shareholder, and Shareholder is the sole and beneficial owner of the Redeemed Shares, and has good and marketable title to the Redeemed Shares free and clear of all liens, encumbrances, restrictions on transfer, options, charges, security interests, equities and claims whatsoever; (ii) the execution, delivery and performance of this Agreement by the Shareholder will not violate any other agreement to which the Shareholder is a party; (iii) this Agreement has been duly and validly authorized, executed and delivered by the Shareholder and constitutes a valid and binding agreement of the Shareholder, enforceable against the Shareholder in accordance with its terms; (iv) Shareholder understands that the Company may have made, may be in the process of making or may hereafter make other arrangements with one or more third parties, for the purchase of the Company, its business and/or its assets, at an effective price per share or valuation of the Company that is different than that represented by the payment contemplated hereunder to be made to the Shareholder and that the possibility of such other arrangements, prices or values is acknowledged and is agreed to not affect Shareholder's decision to allow the Company to redeem the Redeemed Shares in accordance with the terms of this Agreement and the Certificate of Designation; (v) Shareholder has had ample opportunity to ask questions of the Company and to inquire about any matters connected with the transactions related to the redemption of the Redeemed Shares that Shareholder deems relevant to its decision to enter into this Agreement; and (vi) Shareholder has consulted with its own tax advisors regarding all tax consequences relating to the redemption of the Redeemed Shares.

Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by each party hereto. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. This Agreement shall be binding upon and shall inure to the benefit of each party hereto, the heirs and representatives of Shareholder, and the successors and assigns of each party. This Agreement may be executed in one or more counterparts and by electronic means (including by facsimile signatures or exchange of signatures by PDF), all of which taken together shall be deemed one original. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of North Dakota, excluding that body of law dealing with conflicts of law.

7. Voluntary Agreement. Each of the Shareholder and the Company acknowledges and represents it has read or caused to be read this Agreement and that each understands it fully and enters into and signs it voluntarily.

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

GRIZELLA CORPORATION

By: _____
Mark Draeb, President

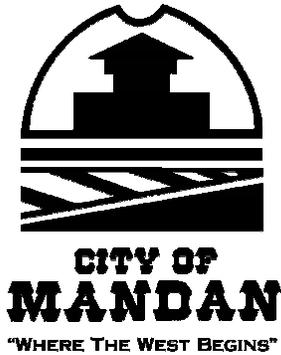
SHAREHOLDER:

City of Mandan
Name of Shareholder

By: _____

Name: _____

Title: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 29, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: 2-Year Exemption for Eric Stenson

STATEMENT/PURPOSE: To consider an exemption for new construction of a residential structure for the year 2012.

BACKGROUND/ALTERNATIVES: Mr. Stenson qualifies for an exemption of the second \$75,000 of structure value on a new single family dwelling.

This parcel is also known as Block 2, Lakewood Harbor 5th Addition at 4012 South Bay Dr SE on Parcel #10358.

ATTACHMENTS: Application and Data Sheet.

FISCAL IMPACT: Approximately \$1400.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested exemption for the second \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

SUGGESTED MOTION: I recommend a motion to approve the request by Mr. Stenson for an exemption of the second \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name STENSON ERIC J

Address 4012 SOUTH BAY DR SE

Legal Description of the property involved in this application
 LOT 32 (LESS S 40')

Property ID Number

City 10358

County 65-6102575

Block: 2

LAKEWOOD HARBOR 5TH

Total true and full value of the property described above for the year 2012 is:		Total true and full value of the property described above for the year 2012 should be:	
Land	\$28,500	Land	\$28,500
Improvements	\$160,200	Improvements	\$85,200
Total (1)	\$188,700	Total (2)	\$113,700

The difference of \$75,000 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)

10. Other (Explain) NDCC 57-02-08 (35)

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ 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): _____

The Applicant asks that **WE ABATE THE DIFFERENCE IN STRUCTURE VALUE DUE TO THE QUALIFICATION OF THE 2 YEAR PROPERTY TAX EXEMPTION FOR NEW HOME**

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 government 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 Eric Stenson Date 1-29-13

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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 _____ Approve/Rejected _____ by action of _____ County Board of Commissioners.

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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor Date

Application For Abatement
 And Settlement Of Taxes

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed
 With The County Auditor _____

PARCEL # 10358

APPLICATION FOR TAX EXEMPTION FOR NEWLY BUILT HOMES

I hereby make application for a tax exemption for the years 2011 and 2012 on the property described below (exclusive of the land on which it is situated or any special assessments). I certify that this request is in compliance with North Dakota Century Code 57-02-08(35). This exemption is for single family dwelling, condo or townhome only.

NAME OF APPLICANT: Eric Stenson 390-4349
MAILING ADDRESS: 4012 Southbay Dr SE
STATUS OF APPLICANT: Builder First owner after builder:
ADDRESS OF PROPERTY TO BE EXEMPT: 4012 Southbay Dr SE
LEGAL DESCRIPTION: Twin home

DATE PERMIT ISSUED: 10-19-10 BUILDING PERMIT #: 492-10
CONTRACT DATE: 12-2011 DATE OCCUPIED: _____
EXEMPTION CLAIMED: Single Family Townhouse Condo
COST OR VALUE OF STRUCTURE (Purchase Price): 179,900 (I think)
OWNER'S EST. MARKET VALUE (Lot and Structure): 220,000
APPRAISAL VALUE: _____

I hereby certify that there are no delinquent taxes or special assessments on the above described property.

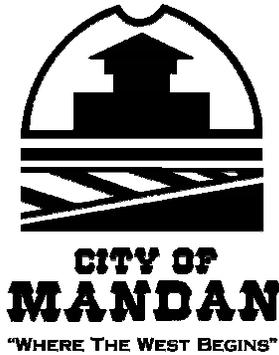
DATE: 1-18-13 SIGNATURE: Eric Stenson

FOR OFFICE USE ONLY

APPROVED: X

DENIED: _____ Reason for Denial: _____

Richard A. Smith
Assessor's Signature _____ Date _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 25, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: 2-Year Exemption for Ivan Graf

STATEMENT/PURPOSE: To consider an exemption for new construction of a residential structure for the year 2012.

BACKGROUND/ALTERNATIVES: Mr. Graf qualifies for an exemption of the second \$75,000 of structure value on a new single family dwelling.

This parcel is also known as Lot 4, Block 3, Lakewood Harbor 4th Addition at 3804 Bay Shore Bend SE on Parcel #10230.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$1,361

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested exemption for the second \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

SUGGESTED MOTION: I recommend a motion to approve the request by Mr. Graf for an exemption of the second \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name GRAF IVAN J & SARA J

Address 3804 BAY SHORE BEND SE

Legal Description of the property involved in this application

Lot: 4

Block: 3

LAKEWOOD HARBOR 4TH

Property ID Number

City 10230

County 65-1811750

Total true and full value of the property described above for the year 2012 is:

Land \$34,100
 Improvements \$215,200
 Total (1) \$249,300

Total true and full value of the property described above for the year 2012 should be:

Land \$34,100
 Improvements \$140,200
 Total (2) \$174,300

The difference of \$75,000 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) NDCC 57-02-08 2 YEAR TAX EXEMPTION

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____
- 2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____
- 3. The property was independently appraised: _____ 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): _____

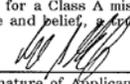
The Applicant asks that WE ABATE HIS TAXES DUE TO QUALIFICATION OF A 2 YR TAX EXEMPTION FOR 2012.

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 government 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 1-25-13

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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 _____ Approve/Rejected _____ by action of _____ County Board of Commissioners.

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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor Date

Application For Abatement
 And Settlement Of Taxes

 Name of Applicant

 County Auditor's File No.

 Date Application Was Filed
 With The County Auditor

PARCEL # 10230
701-226-4925

APPLICATION FOR TAX EXEMPTION FOR NEWLY BUILT HOMES

I hereby make application for a tax exemption for the years 2010 and 2011 on the property described below (exclusive of the land on which it is situated or any special assessments). I certify that the request is in compliance with HB1369, approved by the 50th Legislative Assembly and certify the following in support of my request.

NAME OF APPLICANT: Ivan and Sara Graf
MAILING ADDRESS: 3804 Bayshore Bend SE Mandan, ND 58554
STATUS OF APPLICANT: Builder First Owner After Builder:
ADDRESS OF PROPERTY TO BE EXEMPT: 3804 Bayshore Blvd SE
LEGAL DESCRIPTION: Lot 4 Block 3 Lakewood Harbor 44

DATE PERMIT ISSUED: 6-3-08 BUILDING PERMIT #: 244-08
CONTRACT DATE: _____ DATE OCCUPIED: 7-16-09
EXEMPTION CLAIMED: Single Family Townhouse Condo
COST OR VALUE OF STRUCTURE (Purchase Price): 231,000
OWNER'S EST. MARKET VALUE (Lot and Structure): 231,000
APPRAISAL VALUE: 232,000

I hereby certify that there are no delinquent taxes or special assessments on the above described property.

DATE: 7-15-09 SIGNATURE: [Signature]

FOR OFFICE USE ONLY

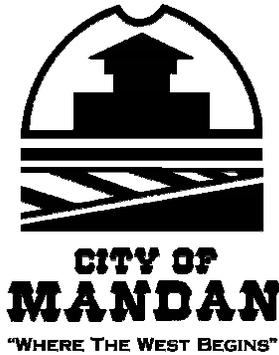
APPROVED: X

DENIED: _____ Reason for Denial: _____

County Auditor or Treasurer's confrontation on taxes: Date _____
Delinquent taxes _____ No Delinquent taxes _____ By _____

Richard H. Barta 7-15-09
Assessor's Signature Date

ADDITIONAL REMARKS: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 25, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: 2-Year Exemption for Charles Marohl

STATEMENT/PURPOSE: To consider an exemption for new construction of a residential structure for the year 2012.

BACKGROUND/ALTERNATIVES: Mr. Marohl qualifies for an exemption of the first \$75,000 of structure value on a new single family dwelling.

This parcel is also known as Lot 1, Block 1, Lohstreter's 5th Addition at 1101 Lohstreter Rd NW on Parcel #10940.

The City of Mandan computer has the exemption correct, but Morton County data does not reflect this exemption.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$1,361

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested exemption for the first \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

SUGGESTED MOTION: I recommend a motion to approve the request by Mr. Marohl for an exemption of the first \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name MAROHL CHARLES H & K M

Address 1101 LOHSTRETER RD NW

Legal Description of the property involved in this application

LOT: 1

Block: 1

LOHSTRETERS 5TH

Property ID Number

City 10940

County 65-2007500

Total true and full value of the property described above for the year 2013 is:

Land \$19,200
 Improvements \$157,700
 Total (1) \$176,900

Total true and full value of the property described above for the year 2013 should be:

Land \$19,200
 Improvements 94,600
 Total (2) 113,800

The difference of \$0 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) NDCC 57-02-08 2 YEAR TAX EXEMPTION

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ 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): _____

The Applicant asks that **WE ABATE THE TAXES FOR 2012 DUE TO THE FIRST PART OF THE 2 YEAR TAX EXEMPTION**

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 government 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

Charles H Marohl
 Signature of Applicant

1-25-13
 Date

PARCEL # 10940

APPLICATION FOR TAX EXEMPTION FOR NEWLY BUILT HOMES

I hereby make application for a tax exemption for the years _____ and _____ on the property described below (exclusive of the land on which it is situated or any special assessments). I certify that the request is in compliance with HB1369, approved by the 50th Legislative Assembly and certify the following in support of my request.

NAME OF APPLICANT: CHARLES & KATHLEEN MAROHL
MAILING ADDRESS: 1101 LOHSTRETER RD MANDAN, ND
STATUS OF APPLICANT: Builder _____ First Owner After Builder: X
ADDRESS OF PROPERTY TO BE EXEMPT: 1101 Lohstreter Rd
LEGAL DESCRIPTION: Blk 1 Lot 1 Lohstreter 5th

DATE PERMIT ISSUED: 7-8-2011 BUILDING PERMIT #: 268-11
CONTRACT DATE: _____ DATE OCCUPIED: June 7, 2012
EXEMPTION CLAIMED: Single Family X Townhouse _____ Condo _____
COST OR VALUE OF STRUCTURE (Purchase Price): \$323,574²¹
OWNER'S EST. MARKET VALUE (Lot and Structure): \$378,574²¹
APPRAISAL VALUE: N/A

I hereby certify that there are no delinquent taxes or special assessments on the above described property.

DATE: Aug 10, 2012 SIGNATURE: Charles Marohl
Kathleen Marohl

FOR OFFICE USE ONLY

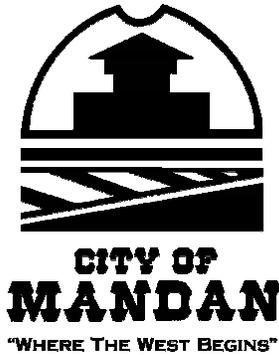
APPROVED: ✓

DENIED: _____ Reason for Denial: _____

County Auditor or Treasurer's confrontation on taxes: Date _____
Delinquent taxes _____ No Delinquent taxes _____ By _____

Richard Hobato / SKM 8-13-12
Assessor's Signature Date

ADDITIONAL REMARKS: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE:
PREPARATION DATE:
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: 2-Year Exemption for Desri Neether

STATEMENT/PURPOSE: To consider an exemption for new construction of a residential structure for the year 2012.

BACKGROUND/ALTERNATIVES: Ms. Neether qualifies for an exemption of the first \$75,000 of structure value on a new single family dwelling.

This parcel is also known as Lot 1P, Block 4, Lakewood 1st Addition at 2803 Waters Edge Ln SE on Parcel #9633 P.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$1,400.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested exemption for the first \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

SUGGESTED MOTION: I recommend a motion to approve the request by Ms. Neether for an exemption of the first \$75,000 of structure value for the year 2012 on a newly constructed single family dwelling due to all qualifications being met.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name NEETHER DESRI

Address 2803 WATERS EDGE LN SE

Legal Description of the property involved in this application

Lot: 1P

Block: 4

LAKEWOOD 1ST

Property ID Number

City 9633 P

County 65-1805067

Total true and full value of the property described above for the year 2013 is:

Land \$17,100
 Improvements \$185,200
 Total (1) \$202,300

Total true and full value of the property described above for the year 2013 should be:

Land \$17,100
 Improvements \$92,600
 Total (2) \$109,700

The difference of \$92,600 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) HOME QUALIFIED FOR 2 YEAR TAX EXEMPTION FOR 2012

COUNTY PROGRAM DID NOT REFLECT THE DISCOUNT.

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ 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): _____

The Applicant asks that ADJUSTMENTS BE MADE TO REFLECT 2 YEAR TAX EXEMPTION.

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 government 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 Desri Neether _____ Date _____

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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 _____ Approve/Rejected _____ by action of _____ County Board of Commissioners.

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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

_____ County Auditor _____ Date

Application For Abatement
 And Settlement Of Taxes

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed
 With The County Auditor _____

PARCEL # 9633 P

APPLICATION FOR TAX EXEMPTION FOR NEWLY BUILT HOMES

I hereby make application for a tax exemption for the years ²⁰¹³~~2012~~ and ²⁰¹⁴~~2013~~ on the property described below (exclusive of the land on which it is situated or any special assessments). I certify that the request is in compliance with HB1369, approved by the 50th Legislative Assembly and certify the following in support of my request.

NAME OF APPLICANT: Desri Neether
MAILING ADDRESS: 2803 Waters Edge Lane SE
STATUS OF APPLICANT: Builder First Owner After Builder:
ADDRESS OF PROPERTY TO BE EXEMPT: Same
LEGAL DESCRIPTION: LIP Block 4 Lakewood 1st

DATE PERMIT ISSUED: B-11 BUILDING PERMIT #: 66-11
CONTRACT DATE: _____ DATE OCCUPIED: 5-12
EXEMPTION CLAIMED: Single Family Townhouse Condo
COST OR VALUE OF STRUCTURE (Purchase Price): _____
OWNER'S EST. MARKET VALUE (Lot and Structure): 240,000
APPRAISAL VALUE: Same

I hereby certify that there are no delinquent taxes or special assessments on the above described property.

DATE: 7-10-12 SIGNATURE: Desri Neether

FOR OFFICE USE ONLY

APPROVED:

DENIED: _____ Reason for Denial: _____

County Auditor or Treasurer's confrontation on taxes: Date _____
Delinquent taxes _____ No Delinquent taxes _____ By _____

Richard Z Britan / M27 7-11-12
Assessor's Signature Date

ADDITIONAL REMARKS: _____



Consent No. 8iia

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 22, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Homestead Credit Exemption for Jacob Hertz

STATEMENT/PURPOSE: To consider a 100% Homestead Credit exemption for the year 2012 due to meeting all criteria.

BACKGROUND/ALTERNATIVES: Mr. Hertz meets all qualifications according to the guidelines established by the State for a 100% exemption through the Homestead Credit program.

This parcel is also known as Lot 1 , Block 1, Albers-Neff 3rd Addition at 724 Custer Dr. NW on Parcel #60.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$808. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested 100% Homestead Credit exemption for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the request by Mr. Hertz to receive a 100% Homestead Credit exemption for the year 2012 due to meeting all criteria according to the guidelines established through the State.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name HERTZ JACOB & DOROTHY

Address 724 CUSTER DR NW

Legal Description of the property involved in this application

Lot: 0001

Block: 001

ALBERS-NEFF 3RD

Property ID Number

City 60

County 65-60000

Total true and full value of the property described above for the year 2012 is:

Land \$13,100
 Improvements \$132,400
 Total (1) \$145,500

Total true and full value of the property described above for the year 2012 should be:

Land \$13,100
 Improvements \$132,400
 Total (2) \$145,500

The difference of \$0 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) NDCC 57-02-08 HOMESTEAD TAX CREDIT

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____
- 2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____
- 3. The property was independently appraised: _____ 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): _____

The Applicant asks that HE BE ABATED @ 100% OF HIS TAXES DUE TO QUALIFICATION OF THE HOMESTEAD TAX CREDIT

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

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government 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 Jacob Hertz _____ Date 1-23-13

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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.

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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor

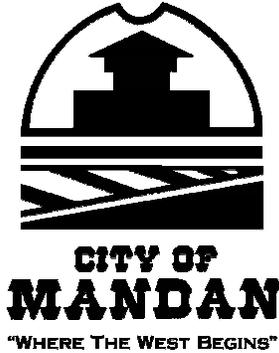
 Date

Application For Abatement
 And Settlement Of Taxes

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed
 With The County Auditor _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 14, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Homestead Credit Exemption for Margaret Schmidt

STATEMENT/PURPOSE: To consider a 100% Homestead Credit exemption for the year 2012 due to meeting all criteria.

BACKGROUND/ALTERNATIVES: Ms. Schmidt meets all qualifications according to the guidelines established by the State for a 100% exemption through the Homestead Credit program. City computer shows the exemption; however, the Morton County tax statement does not reflect the exemption.

This parcel is also known as Lot 10, Unit #1 & ¼ interest, Block 5, Diane's 2nd Addition at 1500 Ann's Place NE, Unit 1 on Parcel #697.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$1666. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested 100% Homestead Credit exemption for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the request by Ms. Schmidt to receive a 100% Homestead Credit exemption for the year 2012 due to meeting all criteria according to the guidelines established through the State.

Application For Abatement And Settlement Of Taxes
 North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name SCHMIDT MARGARET

Address 1500 ANNS PL NE UNIT 1

Legal Description of the property involved in this application
 LOT 10-UNIT #1 & 1/4 INTEREST

Property ID Number

City 697

County 65-736100

Block: 005
 DIANE'S 2ND

Total true and full value of the property described above for the year 2013 is:		Total true and full value of the property described above for the year 2013 should be:	
Land	\$4,400	Land	\$4,400
Improvements	\$89,400	Improvements	\$89,400
Total (1)	\$93,800	Total (2)	\$93,800

The difference of \$0 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)

10. Other (Explain) HOME OWNER QUALIFIED FOR 100% HOMESTEAD CREDIT IN 2012; CITY COMPUTER SHOWS EXEMPTION, COUNTY DOES NOT REFLECT H.C.

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ 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): _____

The Applicant asks that ADJUSTMENTS BE MADE TO REFLECT HER H.C.

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 government 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 _____

Marge Schmidt 1-14-13
 Signature of Applicant _____ Date _____

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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 _____ Approve/Rejected _____ by action of _____ County Board of Commissioners.

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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

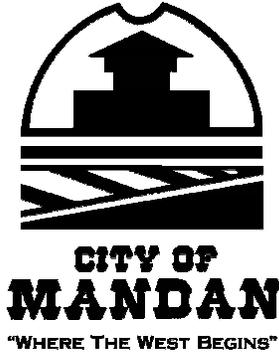
 County Auditor Date

**Application For Abatement
 And Settlement Of Taxes**

Name of Applicant: _____

County Auditor's File No. _____

Date Application Was Filed With The County Auditor _____



Consent No. 8iic

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 30, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Homestead Credit Exemption for Russell Metz

STATEMENT/PURPOSE: To consider a 100% Homestead Credit exemption (50% ownership) for the year 2012 due to meeting all criteria.

BACKGROUND/ALTERNATIVES: Russell Metz meets all qualifications according to the guidelines established by the State for a 100% exemption through the Homestead Credit program.

This parcel is also known as Lot 4, Block 1, Ventures Addition at 4614 Cortez Cir NW on Parcel 7849.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$631. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested 100% Homestead Credit exemption (50% ownership) for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the request by Russell Metz to receive a 100% Homestead Credit exemption (50% ownership) for the year 2012 due to meeting all criteria according to the guidelines established through the State.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name LARKINS P & METZ Russell

Property ID Number

City 7849

Address 4614 CORTEZ CIR NW

County 65-5316000

Legal Description of the property involved in this application

Lot: 0004

Block: 001

VENTURES

Total true and full value of the property described above for the year 2013 is:		Total true and full value of the property described above for the year 2013 should be:	
Land	\$12,100	Land	\$0
Improvements	\$58,900	Improvements	\$0
Total (1)	\$71,000	Total (2)	\$0

The difference of \$71,000 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) 50% owner in property - qualified for 2012 H.S. credit

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

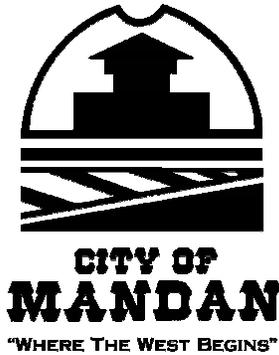
1. Purchase price of property: \$ 20,000.00 Date of Purchase: May 1990
 Terms: Cash _____ Contract X Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? NO Estimated value: \$ _____
 2. Has the property been offered for sale on the open market? NO If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____
 3. The property was independently appraised: 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 \$ 71,000.00
 5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

The Applicant asks that _____

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 government 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 Russell Metz _____ Date _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 25, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Disabled Veteran Exemption for Bruce Armstrong

STATEMENT/PURPOSE: To consider a 100% disabled veteran exemption for two months (prorated) for the year 2012.

BACKGROUND/ALTERNATIVES: Mr. Armstrong meets all criteria according to North Dakota Century Code 57-02-08 (20)(b) to receive a 100% disabled veteran exemption for two months (prorated).

This property is also known as Lots 19 & 20, Block 5, N.P. 2nd Addition at 301 7th Ave SW on Parcel #4856.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$174 for the year 2012. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval to receive a 100% disabled veteran exemption for 2 months (prorated) for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the applications from Mr. Armstrong to receive a 100% disabled veteran exemption to receive exemption for 2 months (prorated) for the year 2012 by meeting all criteria according to North Dakota Century Code 57-02-08(20)(b).

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name ARMSTRONG BRUCE & BRENDA

Address 301 7 AVE SW

Legal Description of the property involved in this application
 LOTS 19 & 20

Property ID Number

City 4856

County 65-3672000

Block: 005

N.P. 2ND

Total true and full value of the property described above for the year 2012 is:		Total true and full value of the property described above for the year 2012 should be:	
Land	\$12,800	Land	\$12,800
Improvements	\$57,400	Improvements	\$47,600
Total (1)	\$70,200	Total (2)	\$60,400

The difference of \$9,800 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)

10. Other (Explain) NDCC 57-02-08 VETERANS EXEMPTION

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
 _____ Market value estimate: \$ _____
 Appraisal was made by whom? _____

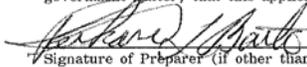
4. The applicant's estimate of market value of the property involved in this application is \$ _____

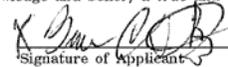
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

The Applicant asks that **WE ABATE PARTIAL EXEMPTION AS HE QUALIFIES FOR THE LAST 2 MONTHS OF 2012.**

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 government matter, that this application is, to the best of my knowledge and belief, a true and correct application.

 1-23-13 _____
 Signature of Preparer (if other than applicant) Date

 1-23-2013 _____
 Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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 _____ Approve/Rejected by action of _____ County Board of Commissioners.

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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor Date

**Application For Abatement
 And Settlement Of Taxes**

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed With The County Auditor _____

Application for Disabled Veterans Property Tax Credit

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

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

Property Number: 4856 36-0072000
Property Owner: BRUCE ARMSTRONG
Property Address: 301 7TH AVE SW
 MANDAN, ND 58554

Legal Description
 LOTS 19&20, BLK 005
 N.P. 2ND ADDITION

Is this property the applicant's homestead? Yes No Taxable valuation of fixtures buildings, and improvements: \$ 57,400.00

Enter the percentage of the veteran's disability compensation rating for service-connected disabilities as certified by the Department of Veterans' Affairs for the purpose of applying for a property tax credit. 100 %

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

Which of the following would best describe the type of ownership of the homestead property (check only one):	
A. Is recorded in your (and spouse's) name as owner <input checked="" type="checkbox"/>	D. Is held under a life estate in property <input type="checkbox"/>
B. Is being purchased by you under a contract for deed <input type="checkbox"/>	E. Is held in a revocable trust <input type="checkbox"/>
C. Is held in joint tenancy with one other than spouse <input type="checkbox"/>	

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

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

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

I make application for real property tax credit for the year 2012 on the property described above and, in compliance with North Dakota Century Code § 57-02-14.1, certify the information is accurate to the best of my knowledge and belief.

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

Application is: Approved Disapproved

Percentage approved 100 %

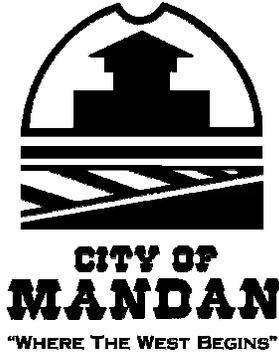
x Eligible Taxable value \$ 57,400 *2 months for 2012*

Valuation exempted \$ 9,800.00 *17%*

Bruce Armstrong 12-13-12
 Applicant Date
Richard S. Kaut 12-13-12
 Assessor or Director of Tax Equalization Date

57-02-08.8. Property tax credit for disabled veterans

1. A disabled veteran of the United States armed forces with an armed forces service-connected disability of fifty percent or greater or a disabled veteran who has an extra-schedular rating to include individual unemployability that brings the veteran's total disability rating to one hundred percent as determined by the department of veterans' affairs, who was discharged under honorable conditions or who has been retired from the armed forces of the United States, or the unremarried surviving spouse if the disabled veteran is deceased, is eligible for a credit applied against the first five thousand four hundred dollars of taxable valuation of the fixtures, buildings, and improvements of the person's homestead owned and occupied by the disabled veteran or unremarried surviving spouse equal to the percentage of the disabled veteran's disability compensation rating for service-connected disabilities as certified by the department of veterans' affairs for the purpose of applying for a property tax exemption. An unremarried surviving spouse who is receiving department of veterans' affairs dependency and indemnity compensation receives a one hundred percent exemption as described in this subsection.
2. If two disabled veterans are married to each other and living together, their combined credits may not exceed one hundred percent of five thousand four hundred dollars of taxable valuation of the fixtures, buildings, and improvements of the homestead. If a disabled veteran co-owns the homestead property with someone other than the disabled veteran's spouse, the credit is limited to that disabled veteran's interest in the fixtures, buildings, and improvements of the homestead, to a maximum amount calculated by multiplying five thousand four hundred dollars of taxable valuation by the disabled veteran's percentage of interest in the homestead property and multiplying the result by the applicant's certified disability percentage.
3. A disabled veteran or unremarried surviving spouse claiming a credit under this section for the first time shall file with the county auditor an affidavit showing the facts herein required, a description of the property, and a certificate from the United States department of veterans affairs, or its successor, certifying to the amount of the disability. The affidavit and certificate must be open for public inspection. (Note: These documents are confidential under N.D.C.C. § 37-18-11 and may not be disclosed to the public.) A person shall thereafter furnish to the assessor or other assessment officials, when requested to do so, any information which is believed will support the claim for credit for any subsequent year.
4. For purposes of this section, and except as otherwise provided in this section, "homestead" has the meaning provided in section 47-18-01 except that it also applies to a person who otherwise qualifies under the provisions of this section whether the person is the head of the family.
5. This section does not reduce the liability of a person for special assessments levied upon property.
6. The board of county commissioners may cancel the portion of unpaid taxes that represents the credit calculated in accordance with this section for any year in which the qualifying owner has held title to the homestead property. Cancellation of taxes for any year before enactment of this section must be based on the law that was in effect for that tax year.



Consent No. 8iiib

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 29, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Disabled Veteran Exemption for Gabe Hoggarth

STATEMENT/PURPOSE: To consider a 100% disabled veteran exemption for the year 2012.

BACKGROUND/ALTERNATIVES: Mr. Hoggarth meets all criteria according to North Dakota Century Code 57-02-08 (20)(b) to receive a 100% disabled veteran exemption.

This property is also known as Lot 3, Block 3, Lakewood 2nd Addition at 3205 Bay Shore Bend SE on Parcel #9834.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$2130 for the year 2012. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval to receive a 100% disabled veteran exemption for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the applications from Gabe Hoggarth to receive a 100% disabled veteran exemption for the year 2012 by meeting all criteria according to North Dakota Century Code 57-02-08(20)(b).

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name HOGGARTH GABE & CRYSTAL

Address 3205 BAY SHORE BEND SE

Legal Description of the property involved in this application

Lot: 3

Block: 3

LAKWOOD 2ND

Property ID Number

City 9834

County 65-1808650

Total true and full value of the property described above for the year 2012 is:

Land \$56,900
 Improvements \$268,100
 Total (1) \$325,000

Total true and full value of the property described above for the year 2012 should be:

Land \$0 *56,900*
 Improvements \$0 *148,100*
 Total (2) \$0 *205,000*

The difference of *\$120,000* 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) NDCC 57-02-08 VETERAN'S EXEMPTION

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ 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): _____

The Applicant asks that WE ABATE TAXES FOR 2012 DUE TO THE QUALIFICATION OF 100% VETERAN'S EXEMPTION

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 government 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 *Gabe Hoggarth* Date *1-28-13*

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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.

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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor

 Date

Application For Abatement
 And Settlement Of Taxes

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed
 With The County Auditor _____

Application for Property Tax Exemption

This application must be filed with the assessor every year by February 1st of the year for which the exemption is claimed, except as stated in note (7) below.

Property Numbers: 9834 65- 1808650 Legal Description _____
 Property Owner: HOGGARTH GABE & CRYSTAL Lot: 3 Block: 3
 Property Address: 3205 BAY SHORE BEND SE LAKEWOOD 2ND
 Telephone Number: _____

Date property was acquired: 10/14/2011 Market value of property claimed exempt: \$ _____

Exemption Claimed Pursuant to One of the Following Section of the North Dakota Century Code:

- 1. N.D.C.C. § 57-02-08(7)(9), property used exclusively for public workshop or property belonging to a religious organization and used for religious purposes: Church Parsonage Other(attach explanation)
- 2. N.D.C.C. § 57-02-08(8), property owned by an institution of public charity and used for the charitable purposes for which it was organized: Public Hospital (1) Nursing Home (1) Other(attach explanation) (1)
- 3. N.D.C.C. § 57-02-08(11), property owned by nonprofit lodges, clubs, etc. and used for their meetings and ceremonies:
 - a. If licensed to sell alcoholic beverages, describe each area of the building where these beverages are sold or consumed.
 - b. If food is sold, describe each area of the building where the food is sold or consumed.
- 4. N.D.C.C. § 57-02-08(20), buildings owned and occupied as a homestead by one of the following:
 - a. Paraplegic Disabled Veteran or Veteran awarded specially adapted housing (2)(4)(5)(6)(7)
 - b. Disabled Veteran (50% or greater disability) (2)(4)(5)(7)
 - c. Permanently and Totally Disabled Person Confined to a Wheelchair (2)
- 5. N.D.C.C. § 57-02-08(22), buildings owned and occupied as a home by a blind person or spouse.(2)
- 6. N.D.C.C. § 57-02-08(26), buildings owned and occupied as a homestead by a paraplegic disabled person.(2)(3)
- 7. N.D.C.C. § 57-02-08(31), group homes owned by nonprofit corporations.
- 8. N.D.C.C. § 57-55-10, mobile home is exempt or the provisions of N.D.C.C. ch. 57-55 apply.
- 9. N.D.C.C. § _____ Subsection _____

For what purpose(s) was the property used during the 12-month period prior to the year for which this exemption is claimed? (Note: Be specific. If there were several types of use, indicate such usages by square foot areas of the building and floor location. If additional space is needed, attach another sheet.)

Is any income derived from the use of any portion of this property by other individuals or groups, whether considered as rent or reimbursement for expenses or services rendered? Yes No If Yes, give details.

(1) Provide a current copy of organizational documents supporting claim (e.g., articles of incorporation and by-laws, etc.) if claiming exemption for first time upon request.
 (2) Provide an affidavit or physician's certificate if claiming exemption for first time.
 (3) Provide an annual statement that previous year's income did not exceed the amount provided in N.D.C.C. § 57-02-08.1.
 (4) Provide a copy of the DD Form 214 showing veteran's honorable discharge from active military service if claiming exemption for first time.
 (5) Provide a certificate from the Department of Veterans Affairs certifying to the percentage of disability when claiming exemption for the first time, or if the veteran receives a change in the percentage of certified rated service-connected disability.
 (6) Provide evidence from the Department of Veterans Affairs showing award of specially adapted housing if claiming exemption for this status for first time.
 (7) Exemption is automatically renewed each following year, but the veteran or veteran's unmarried surviving spouse must refile if that person sells the property or no longer claims it as a primary place of residence, or if the veteran dies or receives a change in the percentage of the certified rated service-connected disability.

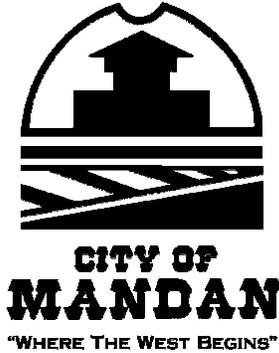
I(We) make application for real property tax exemption for the year 2012 on the property described above and, in compliance with North Dakota Century Code § 57-02-14.1, certify the information is accurate to the best of my(our) knowledge and belief.

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

Gabe Hoggarth 1-28-13
 Applicant Date

Application is: Approved Disapproved
 Percentage approved(4.b.) 100%

Richard J. [Signature] 1-28-13
 Assessor or Director of Tax Equalization Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 25, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Disabled Veteran Exemption for Duane Wilhelm

STATEMENT/PURPOSE: To consider a 60% disabled veteran exemption for the year 2012.

BACKGROUND/ALTERNATIVES: Mr. Wilhelm meets all criteria according to North Dakota Century Code 57-02-08 (20)(b) to receive a 60% disabled veteran exemption.

This property is also known as Lot 4, Block 1, Diana's Acres 1st Addition at 5105 Highland Rd NW on Parcel #8083.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$1,278 for the year 2012. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval to receive a 60% disabled veteran exemption for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the applications from Mr. Wilhelm to receive a 60% disabled veteran exemption for the year 2012 by meeting all criteria according to North Dakota Century Code 57-02-08(20)(b).

Application for Property Tax Exemption

This application must be filed with the assessor every year by February 1st of the year for which the exemption is claimed, except as stated in note (7) below.

Property Numbers:	8083 65- 821000	Legal Description
Property Owner:	WILHELM DUANE	Lot: 0014 Block: 001
Property Address:	5105 HIGHLAND RD NW	DIANA'S ACRES 1ST
Telephone Number:		

Date property was acquired: _____ Market value of property claimed exempt: \$ _____

Exemption Claimed Pursuant to One of the Following Section of the North Dakota Century Code:

- 1. N.D.C.C. § 57-02-08(7)(9), property used exclusively for public workshop or property belonging to a religious organization and used for religious purposes: Church Parsonage Other(attach explanation)
- 2. N.D.C.C. § 57-02-08(8), property owned by an institution of public charity and used for the charitable purposes for which it was organized: Public Hospital (1) Nursing Home (1) Other(attach explanation) (1)
- 3. N.D.C.C. § 57-02-08(11), property owned by nonprofit lodges, clubs, etc. and used for their meetings and ceremonies:
 - a. If licensed to sell alcoholic beverages, describe each area of the building where these beverages are sold or consumed.
 - b. If food is sold, describe each area of the building where the food is sold or consumed.
- 4. N.D.C.C. § 57-02-08(20), buildings owned and occupied as a homestead by one of the following:
 - a. Paraplegic Disabled Veteran or Veteran awarded specially adapted housing (2)(4)(5)(6)(7)
 - b. Disabled Veteran (50% or greater disability) (2)(4)(5)(7)
 - c. Permanently and Totally Disabled Person Confined to a Wheelchair (2)
- 5. N.D.C.C. § 57-02-08(22), buildings owned and occupied as a home by a blind person or spouse.(2)
- 6. N.D.C.C. § 57-02-08(26), buildings owned and occupied as a homestead by a paraplegic disabled person.(2)(3)
- 7. N.D.C.C. § 57-02-08(31), group homes owned by nonprofit corporations.
- 8. N.D.C.C. § 57-55-10, mobile home is exempt or the provisions of N.D.C.C. ch. 57-55 apply.
- 9. N.D.C.C. § _____ Subsection _____

For what purpose(s) was the property used during the 12-month period prior to the year for which this exemption is claimed? (Note: Be specific. If there were several types of use, indicate such usages by square foot areas of the building and floor location. If additional space is needed, attach another sheet.)

Is any income derived from the use of any portion of this property by other individuals or groups, whether considered as rent or reimbursement for expenses or services rendered? Yes No If Yes, give details.

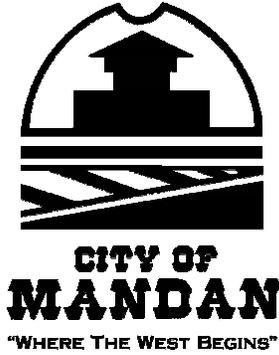
(1) Provide a current copy of organizational documents supporting claim (e.g., articles of incorporation and by-laws, etc.) if claiming exemption for first time upon request.
 (2) Provide an affidavit or physician's certificate if claiming exemption for first time.
 (3) Provide an annual statement that previous year's income did not exceed the amount provided in N.D.C.C. § 57-02-08.1.
 (4) Provide a copy of the DD Form 214 showing veteran's honorable discharge from active military service if claiming exemption for first time.
 (5) Provide a certificate from the Department of Veterans Affairs certifying to the percentage of disability when claiming exemption for the first time, or if the veteran receives a change in the percentage of certified rated service-connected disability.
 (6) Provide evidence from the Department of Veterans Affairs showing award of specially adapted housing if claiming exemption for this status for first time.
 (7) Exemption is automatically renewed each following year, but the veteran or veteran's unmarried surviving spouse must refile if that person sells the property or no longer claims it as a primary place of residence, or if the veteran dies or receives a change in the percentage of the certified rated service-connected disability.

I(We) make application for real property tax exemption for the year 2012 on the property described above and, in compliance with North Dakota Century Code § 57-02-14.1, certify the information is accurate to the best of my(our) knowledge and belief.

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

Duane O Wilhelm 1-23-13
 Applicant Date
Richard A. Smith 1-23-12
 Assessor or Director of Tax Equalization Date

Application is: Approved Disapproved
 Percentage approved(4.b) 100 %



Consent No. 8iva

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 15, 2013
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Wheelchair Exemption for Francis Herauf

STATEMENT/PURPOSE: To consider a wheelchair exemption for the year 2012.

BACKGROUND/ALTERNATIVES: Francis Herauf has completed the necessary paperwork and meets all criteria, according to North Dakota Century Code 57-02-08(20)(c), to receive a wheelchair exemption for the year 2012.

This parcel is also known as #3632, Lot 2, Blk 38, Mandan Proper (OT) Addition at 309 2nd Ave NW.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$1200.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the request by Francis Herauf to receive a wheelchair exemption for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the request by Francis Herauf to receive a wheelchair exemption for the year 2012 by meeting all requirements according to North Dakota Century Code 57-02-08(20) (c).

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name HERAUF FRANCIS

Address 309 2 AVE NW

Legal Description of the property involved in this application

Lot: 0002

Block: 038

MANDAN PROPER (OT)

Property ID Number

City 3632

County 65-2702000

Total true and full value of the property described above for the year 2013 is:

Land \$11,300
 Improvements \$67,400
 Total (1) \$78,700

Total true and full value of the property described above for the year 2013 should be:

Land \$11,300
 Improvements \$67,400
 Total (2) \$78,700

The difference of \$0 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) NDCC 57-02-08 (20) WHEELCHAIR EXEMPTION

CITY COMPUTER CORRECT, COUNTY STATEMENT DOES NOT REFLECT EXEMPTION

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ 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): _____

The Applicant asks that HE BE ABATED THE DIFFERENCE TO REFLECT EXEMPTION

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 government 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 *Francis Herauf*

Date 1/16/13

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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.
Approve/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 for the following reason(s): _____

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 Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor

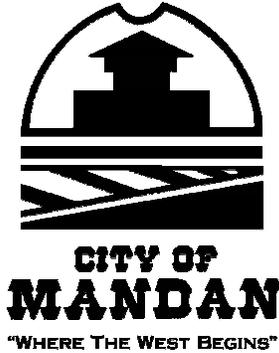
 Date

Application For Abatement
 And Settlement Of Taxes

 Name of Applicant

 County Auditor's File No.

 Date Application Was Filed
 With The County Auditor



Board of City Commissioners

Agenda Documentation

MEETING DATE: December 4, 2012
PREPARATION DATE: November 29, 2012
SUBMITTING DEPARTMENT: Assessing/Bldg Inspections
DEPARTMENT DIRECTOR: Richard L Barta
PRESENTER: Richard L Barta
SUBJECT: Reduction in structure value for Dallas Quamme

STATEMENT/PURPOSE: To consider a reduction in the structure value for the 2012 year for Dallas Quamme property, due to assessment that was made as a street appraisal and final review.

BACKGROUND/ALTERNATIVES: This parcel is also known as Parcel #2309 on Lot 12 (Less 12A) & .05 Acres Lot 13, Block 2, Lohstreter's 1st.

Reason for abatement: To lower the structure value for the 2012 year from \$148,800 to \$129,400. After the final walk through of Mr. Quamme's property to determine accuracy of our data and conducting a market analysis, I have arrived at a true and full value of \$146,100 rather than \$165,500 after 9%, a difference in true and full value of \$17,300. This 9% was given to all of the properties within the city of Mandan after final values were arrived at. State is allowing a 10% tolerance for sales ratio or 90% of market value.

ATTACHMENTS: Application for 2012, market analysis and data sheet.

FISCAL IMPACT: Approximately \$345.00

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend a motion to approve to lower the true and full value for the 2012 year to \$146,100 for Mr. Quamme's property.

SUGGESTED MOTION: A motion to approve a reduction for Mr. Quamme's property in the 2012 year with a true and full value to \$146,100.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name QUAMME DALLAS & CHERYL

Address 717 17 AVE NW

Legal Description of the property involved in this application
 LOT 12 (LESS 12A) & .05 ACRES LOT 13

Property ID Number

City 2309

County 65-1873000

Block: 002

LOHSTRETERS 1ST

Total true and full value of the property described above for the year 2012 is:		Total true and full value of the property described above for the year 2012 should be:	
Land	\$16,700	Land	\$16,700
Improvements	\$148,800	Improvements	\$129,400
Total (1)	\$165,500	Total (2)	\$146,100

The difference of \$19,400 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 damaged by fire, flood or tornado (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 According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) WAS STREET APPRAISAL; COMPLETE REASSESSMENT DONE
 ON 01-31-13

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go 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: \$ _____
- 2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 Asking price: \$ _____ Terms of sale: _____
- 3. The property was independently appraised: _____ 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): _____

The Applicant asks that ADJUSTMENTS MADE TO REFLECT CORRECT ASSESSMENT FOR 2012

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 government 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 _____

Dallas E. Quamme 1-31-13
 Signature of Applicant _____ Date _____

Board of City Commissioners
 Agenda Documentation
 Meeting Date: February 5, 2013
 Subject: Reduction in structure value for Dallas Quamme
 Page 3 of 4

1/31/13
 AS1057

Mandan Assessing Dept
 Property Data Sheet

Page 1

QUAMME DALLAS & CHERYL
 717 17 AVE NW
 MANDAN ND 58554

City Parcel No. 02309
 County No. 65-001873000
 Assessment Year 2012

Property Address: 717 17 AVE NW

Property Type: RESIDENTIAL

Legal Description
 LOT 12 (LESS 12A) & .05 ACRES LOT 13

Lot Block 002 Addition 0058 LOHSTRETERS 1ST

Total Property - Land

Area Factor 84 AF 80 > \$150,000 < \$200
 Zoning R7
 Lot Width 100 Ft
 Lot Depth 125 Ft
 Lot Sq Ft 10633 SqFt
 Irregular Shape No
 Alley No
 Cul-De-Sac No
 Corner No
 Utilities Yes
 Underground Util Yes
 Street Hard Surface
 Sidewalk Yes
 Location Inland
 Flood Plain Degree
 Acres .24
 Lot Sale Price 0
 Lot Sale Date

Fireplace 1 Fireplace
 Quality: Average/Good
 Floors Softwood
 Floor Covering Linoleum
 Carpet
 Apartment None

Garage

Tuck Under 2 Stall with 576 SqFt
 Quality Average/Good

Additional Data

Electronics No
 Home Theater No
 Smart Home No
 Swimming Pool No
 Sump Pump No

Additional Area

Deck 200 SqFt

Building Data

Year Built 1979
 Effective Year 1979
 Basement Walls Poured Concrete
 Condition Average/Good
 Quality Average/Good
 Construction Type 2x4 Construction
 Stories BI/L
 Roof Cover Asphalt/Compound
 Roof Type Hip
 Heating Fuel Gas
 Heating Type Forced Air
 Air Conditioning Central
 Flr Tot Rms Bed Bath
 01 7 3 2.00 1287 SqFt
 BF 3 2 .50 663/663 SqFt
 Quality Average/Good
 Tot Finished Area 1950 SqFt
 Exterior Walls Wood Siding
 Basement Full
 Dining Room Area Dining Area
 Kitchen Cabinets Custom Hardwood
 Built-Ins Yes
 Interior Walls Sheetrock
 Interior Finish Combination

Other Area

Shed 140 SqFt

Listing Date

Listing Price 0
 Review Date 10/27/2011 SUEF
Final App. Date 01/31/2012 RLB

2012 Mrkt Value 165500 Land 16700
 Bldg 148800

2011 Mrkt Value 140400 Land 16300
 Bldg 124100

2012 Est Tax Amount 2937.94

Selling Price Includes Special Assessments

Current Sale Price 67100
 Current Sale Date 05/30/1989

Previous Sale Price 0

Previous Sale Date
 Data Sheet Printed By: Shirley Shaw

SUNDAY ALCOHOLIC BEVERAGE PERMIT

Date of Application: 2/11/13

Name of Licensee: City of Mandan Eagles

Address of Licensee: 1400 Collins Ave

Address of public facility if used: Same

State the purpose of organization: bar, banquet hall, dancehall, restaurant

Date(s) of requested Sunday(s): 2/10/13, 3/10/13, 4/14/13, 5/12/13, 6/16/13, 7/14/13

Time of day which the applicant desires the permit to be in effect: Wed 3-1-5pm, 4pm-9-5pm, 5th & 6th 12-8pm

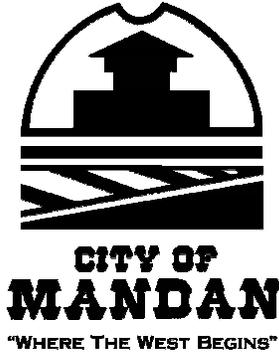
Description of the rooms on the premises, which have been specifically reserved, for the dispensing of alcoholic beverages and dancing during the term of the permit: Upstairs bar area & downstairs bar area

State whether the applicant requests permission to open to the general public, and if so an explanation of the reasons for the request: Open club - yes, general public. Jam sessions & holiday bangs.

If applicable, estimated number of police officers necessary to provide security at the dance to be open to the public: 0

I the applicant will abide to the following conditions:

- a. Alcoholic beverages may be distributed for consumption on the premises and Dancing may be permitted only in those rooms specifically reserved for event activities;
- b. Dancing and the dispensing of alcoholic beverages shall be permitted only between the hours of twelve noon on the date specified in the permit and one a.m. on the following Monday;
- c. Any conditions or circumstances delineated by the Board relating to the conduct of the event or to the admission of the general public to the event.



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 29, 2013
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Public Communications

STATEMENT/PURPOSE: To consider adding a “Public Communications” statement to be included on each City Commission agenda.

BACKGROUND/ALTERNATIVES: At the January 15, 2013 City Commission meeting the Board agreed to have a “Public Communications” included on each commission agenda. In addition, we discussed the inclusion of a statement regarding such on each printed agenda.

Public Communication

A scheduled time for public participation has been placed on the agenda at ~~MPS Board of Education general~~Mandan City Commission meetings. The Board desires to hear the viewpoints of citizens throughout the ~~district~~City. Individuals wishing to address the Board are ~~requested~~encouraged to make arrangements with the Board President or the ~~Superintendent~~City Administrator prior to the meeting. Comments should be made to the Board and not to individuals in the audience and be related to ~~school~~city operations and programs. The Board will not hear personal complaints against any person connected with the ~~school~~districtCity. Comments must address topics that are on the agenda. If a citizen would like to add a topic to the ~~school board~~-agenda, arrangements must be made in advance with the ~~Superintendent~~City Administrator or ~~School~~Board President. The Board reserves the right to eliminate or restrict the time allowed for public participation. The Board requests that comments are limited to ~~five~~three (~~5~~3) minutes or less. Groups of individuals addressing a common concern are asked to designate a spokesperson.

There was discussion regarding topics brought up during the public communication portion should be related to agenda items or be left wide open. It is our suggestion that by limiting discussion to topics on the agenda staff is better equipped to answer questions that the individuals or commissioners may have. A majority of issues are resolved by contacting staff and or the commissioner holding the portfolio and we certainly encourage this.

ATTACHMENTS: n/a

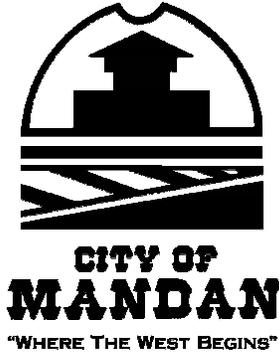
FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: City Attorney Brown has reviewed.

RECOMMEDATION: I recommend the City Commission add a public communication statement to each commission meeting agenda as outlined above.

SUGGESTED MOTION: I move the City Commission add a public communication statement to each commission meeting agenda as outlined above



New Business No. 1
(see also Public Hearing No. 1)

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 31, 2013
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: MGF Recommendation on Property Tax Exemption Application

STATEMENT/PURPOSE: To consider a recommendation from the Mandan Growth Fund Committee regarding an application for property tax exemption for a new business.

BACKGROUND/ALTERNATIVES: The Mandan Growth Fund Committee at a meeting held Jan. 28, 2013, reviewed and considered an application by VisTec Industrial Services for a property tax exemption for 3001 Third Street SE, Suite B, for lease of 8,050 sf of shop and office space. VisTec intends to occupy the building approximately March 1, 2013. The building is owned by Al Leingang. The exemption would be on a 6,300 sf expansion. The other 1,750 sf being leased is part of the existing building that was previously subject to an exemption.

Per state guidelines, new and existing buildings and improvements owned or leased by a qualifying project may receive property tax incentives. Application for the property tax exemption must be made and granted prior to the commencement of construction if the project locates in a new structure. If the project locates in an existing structure, application must be made and granted before the structure is occupied.

VisTec applied for a Tier 2 exemption of 100% in years 1-2, 75% year 3, 50% year 4, and 25% year 5. The primary basis is the creation of jobs as well as the compensation package. VisTec's general manager expects the business to employ 14 people in 2013 and 24 people by 2017 or year 5. With estimated payroll for 2013 indicated at \$862,000, the average would be \$61,571 per job.

The thresholds for a tier two exemption in the policy approved by the City Commission for 2013 indicate a minimum three FTEs plus an additional FTE for each \$100,000 of structural value subject to exemption. The value of the building addition is estimated at

\$545,000, so a total of 8.5 jobs would be needed to meet the jobs creation threshold. Additionally, the project exceeds the wages and benefits threshold under the category of job quality. The minimum is \$20.35/hr or \$42,326 annually. The VisTec compensation package should exceed this threshold. The number of jobs and compensation appear to actually meet Tier 3 thresholds, however the applicant indicates the business is satisfied with and will appreciate the cost-savings of the tier 2 exemption assist with start-up costs such as investment in equipment.

The project will retain good-paying jobs in Mandan as well as a valuable business-to-business service for the energy industry includes clients such as refineries and power plants.

ATTACHMENTS: See application under Public Hearing No. 1

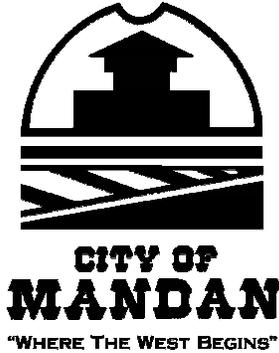
FISCAL IMPACT: The tax incentive would be on the addition to the building only. Tax incentives may not be granted for land. With the estimated value of the building addition at \$545,000 and the current levy of 394 mills, the estimated annual taxes are \$10,737. With the tier 2 step down in percentages, the total estimated savings in property taxes over five years is \$40,264. This amount may differ dependent upon the actual assessed value of the building addition once completed as well as any future changes in the mill levy as a result of state legislative or location actions. The project is not anticipated to prompt any addition public investment in infrastructure nor to have any significant impact on services.

STAFF IMPACT: Minimal time will be needed for the jobs verification requirement.

LEGAL REVIEW: A copy of the lease agreement is on file indicating the tenant is responsible for taxes. Additionally, the landlord has provided written verification that the savings from any exemption will be directly passed on to the tenant.

RECOMMENDATION: The MGF recommends approval of the tier 2 exemption for VisTec in the amount of 100% years 1-2, 75% year 3, 50% year 4, and 25% year 5. Each year of the exemption will be subject to annual jobs and compensation verification.

SUGGESTED MOTION: I move to approve a tier 2 exemption for VisTec in the amount of 100% years 1-2, 75% year 3, 50% year 4, and 25% year 5



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 30, 2013
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, Administrator
PRESENTER: Jim Neubauer, Administrator
SUBJECT: Multi-Family Housing Exemption Policy

STATEMENT/PURPOSE: To review and consider the City's policy on any incentive for multi-family or high-density housing.

BACKGROUND/ALTERNATIVES: Informally since June 2010 and formally since February 2011, the City of Mandan has considered applications for a two-year 100% exemption for new construction of multi-family housing of 24 units or greater. *Note: This policy has been for projects outside of the Renaissance Zone. The benefit period for RZ projects is five years.*

Among rationale for the multi-family high density exemption policy when it began was to encourage greater investment on a fixed amount of land thereby increasing future property tax revenues per parcel while reducing the investment in street, water and sewer lines in terms of lineal feet. More recently, a benefit considered has been the need for affordable housing to accommodate the need for workforce as demanded by new and growing businesses in the region.

Since the policy was adopted, four development groups have applied and been approved for the exemption. These comprise 10 buildings and 306 to 330 units. Additionally, there were two assisted living projects. Two to three of these approved projects have not yet begun construction, but must do so within 1 year of the original City Commission approval to receive the exemption.

During working sessions held this fall, the City Commission and Growth Fund Committee determined that the consideration of any housing incentive policy was beyond the Growth Fund Committee's core economic and business development focus. Also there was discussion by a commissioner about offering an incentive for any multi-family limited to the first \$75,000 in value per unit for two years. If this were to occur, there could be many more applications from 4-, 8-, and 12-plexes or other smaller configurations. For this reason, it was determined that any housing incentive policy

and/or applications be considered directly by the City Commission without prior review and recommendation by the Growth Fund Committee.

An application has been received by the Assessing Department and is slated for public hearing before the Commission on Feb. 19.

Current Policy:

Consider applications for a two-year 100% exemption for new construction of multi-family housing of 24 units or greater

Alternative Options (in no particular order)

Option A:

Consider applications for a two-year 100% exemption for new construction of multi-family housing of 24 units or greater limited to the first \$75,000 of value.

Option B:

Consider applications for a two-year 100% exemption for new construction of multi-family housing of 4 units or greater limited the first \$75,000 of value.

Option C:

Eliminate this exemption from consideration

ATTACHMENTS: n/a

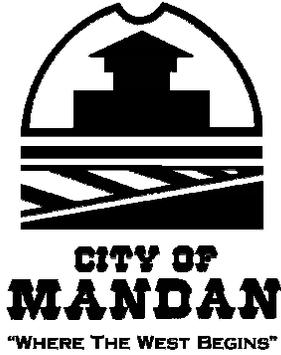
FISCAL IMPACT: unknown

STAFF IMPACT: minimal

LEGAL REVIEW:

RECOMMENDATION: It is advisable for the City Commission to determine how they would like to proceed on such applications, which in turn will provide investors with some degree of certainty on what to expect.

SUGGESTED MOTION:



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 28, 2013
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Terms of Various Board Members

STATEMENT/PURPOSE: To discuss terms of members of various committees.

BACKGROUND/ALTERNATIVES: At the January 15, 2013 City Commission the subject of term limits for various committees was discussed. In gathering information for the Commission we reviewed the terms of 10 of the following committees: Airport Authority, Civil Service Commission, Library Board of Trustees, Mandan Architectural Review Committee, Mandan Growth Fund, Parking Authority, Planning & Zoning, Renaissance Zone, Special Assessment Commission and the Visitors Committee.

In all there are 65 members of these committees. Years of service range from 1 to 34 years. The years of service breaks down as follows:

<u>Years of Service</u>	<u># of Folks</u>
0-5 years.....	31
6-10 years.....	26
+10 years.....	8

At the January 28, 2013 Mandan Growth Fund (MGF) meeting, term limits was discussed and we will work on a draft for their consideration which in essence would be three year terms, can serve 2 consecutive terms, 1 year break and could be reappointed. If there are no applications for a position then the City Commission could appoint an individual(s) to additional terms beyond the two consecutive. This method would be similar to the Mandan Library Board of Trustees.

It would seem that a fairly good mix of experience exists on many committees. If the commission would like us to do further research we certainly will do so.

ATTACHMENTS: n/a

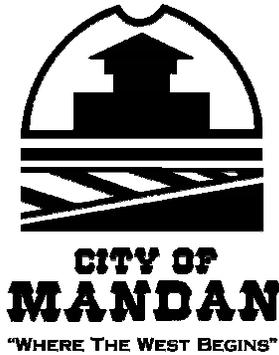
FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION:

SUGGESTED MOTION:



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 28, 2013
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Rick Horn, Director Morton County Housing Authority
SUBJECT: Cost Share on Housing Study

STATEMENT/PURPOSE: To consider a cost sharing arrangement with Morton County Housing Authority and Morton County on a housing study.

BACKGROUND/ALTERNATIVES: Commissioner Rohr and I met with Morton County Housing Authority several months ago and as a follow up to this meeting is the email I received below from Rick Horn, Director of the Morton County Housing Authority:

*From: Rick4hjlmgmt [mailto:rick4hjlmgmt@aol.com]
Sent: Tuesday, January 22, 2013 3:16 PM
To: Jim Neubauer
Subject: Housing Study*

Good afternoon Jim,

The Morton County Housing Authority has issued a RFP for the completion of a Comprehensive Housing Study for Morton County including the City of Mandan. The study will be used to help determine the housing needs facing the county and cities within. We had received proposals from three different planning and research firms. After review of the proposals, the Housing Authority has selected Hanna Keelan Associates to complete the study. The cost of the study will be \$16,000. The Housing Authority would like to share the cost among the City of Mandan, Morton County and the Housing Authority. We would like to have the City of Mandan contribute 1/4 of the cost (\$4,000), Morton County contribute 1/4 the cost (\$4,000) and Morton County Housing Authority contribute 1/2 the cost (\$8,000).

Would the Mandan City Commission be interested in sharing the cost of the study? I would be available to discuss the study with the City Commission if needed.

thanks

*Rick Horn
Director
Morton County Housing Authority*

Funding assistance would be available from 2012 monies budgeted but not spent on a contract with Retail Attractions. The work plan is detailed below:

Proposed Time Frame & Detailed Plan of Costs.

Qualitative and Quantitative Analysis based on a strong Citizen Participation process to establish sources for the development of **Demographic** and **Socioeconomic Trends**. Citizen Participation process will include planning sessions with a Housing Steering Committee, Housing Informational Meetings and “Household,” “Workforce” and “Elderly” Surveys.

Background Research, to include determination of the “Effective Market Area,” of Morton County, as well as research of Census and local housing construction/permit data, and local “For Sale,” Rental, and Senior Market Analysis. Economic conditions, and review current land use development patterns of Communities.

Demographic Profile and Projections, Population and Income analysis for projections identifying the housing needs of persons, families and retirement/elderly households.

Economic Profile and Projections, analysis of Labor Force Employment trends and review of Major Employers throughout Morton County.

Housing Profile, identifying Housing Trends, Local Affordable Housing Options and a Community Housing Market Review, including an assessment of Housing and Building Codes.

Housing Market Demand, for new housing for all incomes and family sector types; analyzing the need for new housing units, Replacement Housing and Affordable Housing Needs. Housing Vacancy Deficiency and “Pent-Up” demand and the need for Housing Rehabilitation throughout the County. **Alternative Energy Systems** for new, selected housing projects will be identified.

Land Use & Housing Site Analysis, focusing on Development and Redevelopment Strategies in each Community.

Strategies for Affordable Housing & Housing Action Plan, develop a “matrix of affordable housing programs” in conjunction with the development of Action Plans for Morton County and each Community, that identify specific affordable housing projects, estimated costs and organizational groups to implement housing projects.

Housing Funding Source Identification, establishing priorities for County-Wide housing development projects. Emphasis on timely implementation through the identification of available local funding options and financial pooling of State and Federal funding sources.

Future Land Use and Zoning Analysis, review of available vacant land, evaluation of Future Land Use Plans and recommendations to Zoning Regulations to support sustainable housing development in each Community and the rural County areas.

ATTACHMENTS: A copy of the proposal is available upon request.

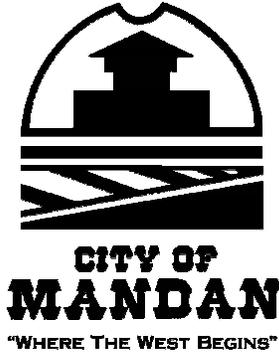
FISCAL IMPACT: \$4,000, there is sufficient carryover in the 2012 Mandan Growth Fund budget if the Commission wishes to assist with funding.

STAFF IMPACT: minimal

LEGAL REVIEW:

RECOMMENDATION: I recommend participation in funding assistance as it will be valuable information for both the City of Mandan residents and Morton County.

SUGGESTED MOTION: I move to participate with Morton County Housing Authority and Morton County in funding an affordable housing study in Morton County.



New Business No. 5

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 31, 2013
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Safe Routes to School Application

STATEMENT/PURPOSE: To consider making application to the ND Department of Transportation for a Safe Routes to School Grant (SRTS).

BACKGROUND/ALTERNATIVES: With the construction of a new elementary school in northwest Mandan, projected to open in the fall of 2014, there are concerns with youngsters crossing Old Red Trail. Crossing signals would be installed at 37th Ave NW and Old Red Trail.

ATTACHMENTS: A map of the proposed location is attached.

FISCAL IMPACT: Mandan Public Schools will be funding any portion of the project not covered by the SRTS grant.

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION: I recommend the City of Mandan submit a SRTS application in conjunction with the Mandan Public School District.

SUGGESTED MOTION: I move to have the City of Mandan submit a SRTS application in conjunction with the Mandan Public School District.



ORDINANCE NO. 1141

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.

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

WHEREAS, the City of Mandan, Morton County, North Dakota has determined it to be its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, Morton County, North Dakota, but not embraced within the limits thereof, and has met all requirements as directed by Section 40-51.2-03 of the North Dakota Century Code.

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

A portion of the SW ¼ of Section 2, Township 138N, Range 81W, of the 5th Principal Meridian, City of Mandan, Morton County, North Dakota, being more particularly described as follows:

Commencing at the northwest corner of Lot 1, Block 1, Plainview Heights 12th Addition, which is the point of beginning; thence from said point of beginning along the west line of said Plainview Heights 12th Addition as follows; thence S 40°44'24" E for 209.69 feet; thence S 55° 28' 18" E for 70.46 feet; thence S 34°53'25" E for 132.56 feet; thence N 48°08'39" E for 57.43 feet to the northwest corner of Lot 7, Block 1, Plainview Heights 13th Addition and leaving west line of said Plainview Heights 12th Addition; thence along the west line of said Plainview Heights 13th Addition, S 49°19'50" E for 401.44 feet to the southwest corner of Lot 6, Block 2, Plainview Heights 13th Addition; thence S 64°58'10" W for 164.58 feet; thence S 40°40'10" W for 354.59 feet; thence S 20°43'24" W for 46.35 feet; thence N 72°49'38" W for 124.88 feet; thence N 56°13'07" W for 68.35 feet; thence N 69°54'11" W for 136.02 feet; thence N 14°21'10" W for 334.68 feet; thence N 10°35'07" E for 185.68 feet; thence N 35°30'14" E for 180.37 feet; thence N 10°56'32" E for 140.12 feet to the said point of beginning. Said tract contains 369,094 square feet or 8.473 acres more or less.

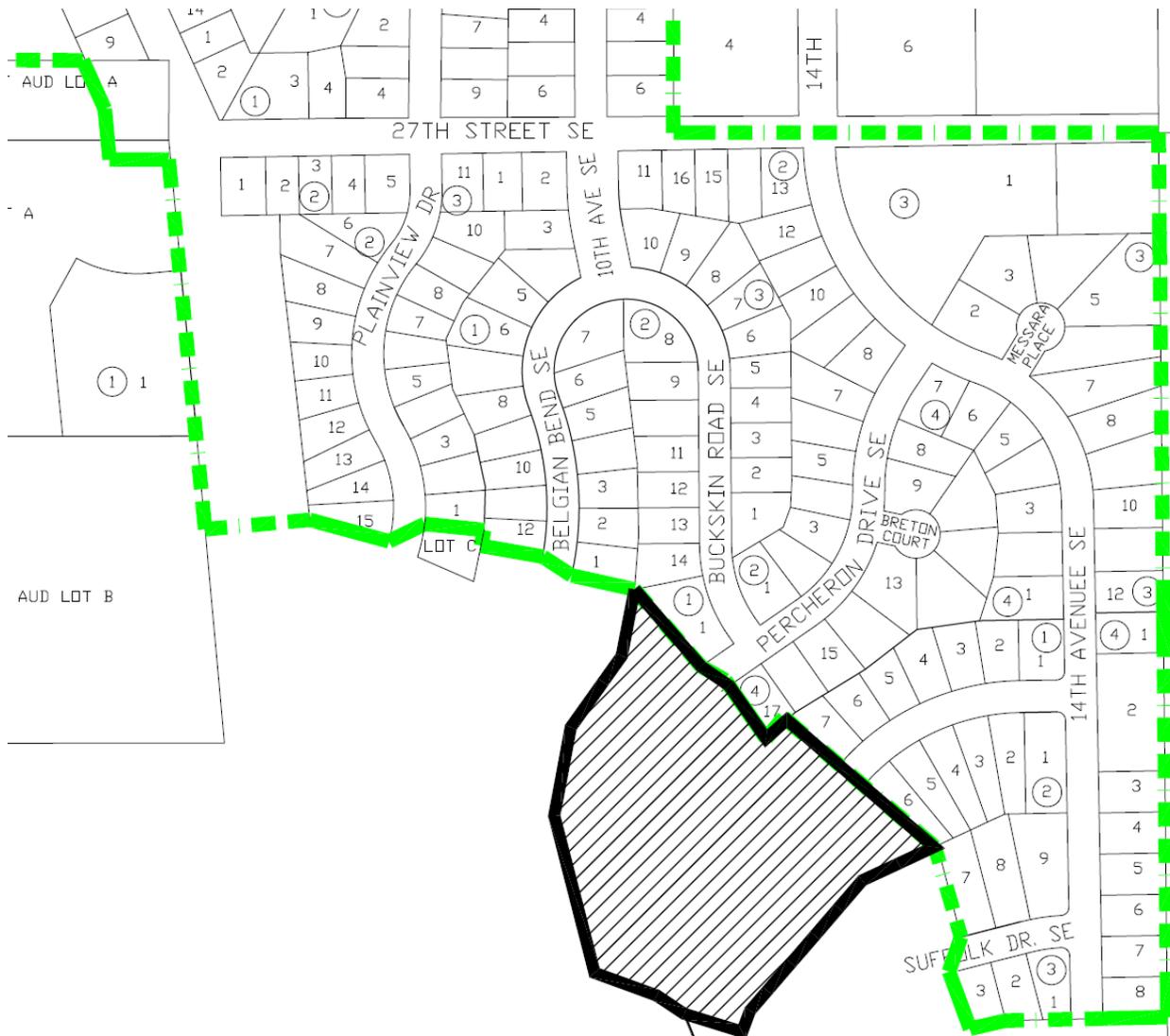
SECTION 2. Corporate Boundary Extended. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

By: _____
Arlyn Van Beek, President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: January 15, 2013
Second Consideration
and Final Passage: February 5, 2013
Date of Recording: _____



AREA TO BE ANNEXED

ORDINANCE NO. 1142

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN,
MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE
BOUNDARIES THEREOF.

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

WHEREAS, the City of Mandan, Morton County, North Dakota has determined it to be its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, Morton County, North Dakota, but not embraced within the limits thereof, and has met all requirements as directed by Section 40-51.2-03 of the North Dakota Century Code.

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

Government Lot 2 otherwise known as the NW ¼ of the NE ¼ and part of the SW ¼ of the NE ¼ of Section 3, Township 138N, Range 81W of the Fifth Principal Meridian, Morton County, North Dakota that lies within the following described traverse:

Beginning at the northwest corner of Government Lot 2, thence N 88°40'26" E along the north line of Government Lot 2, a distance of 1,320.32 feet to the northeast corner of Government Lot 2; thence S 01°06'13" E along the east line of Government Lot 2, and the east line of the SW ¼ of the NE ¼, a distance of 1,303.99 feet; thence S 89°09'13" W, a distance 1,325.14 feet to the west line of the SW ¼ of the NE ¼ ; thence N 00°53'24" W along the west line of the SW ¼ of the NE ¼ and the west line of Government Lot 2, a distance of 1,292.93 feet to the point of beginning.

LESS Lot A of Government Lot 2 of Section 3, Township 138N, Range 81W of the Fifth Principal Meridian, Morton County, North Dakota, being described as follows:

Commencing at the southeast corner of said Lot 2; thence N 89°11'03" W for 818.46 feet to the point of beginning; thence from said point of N 89°11'38" W for 457.94 feet; thence N 00°06'24" E for 280.23 feet; thence S 89°58'02" E for 457.05 feet; thence S 00°03'49" E for 286.41 feet to said point of beginning, being more particularly described on plat of irregular description recorded as Doc. No. 445949.

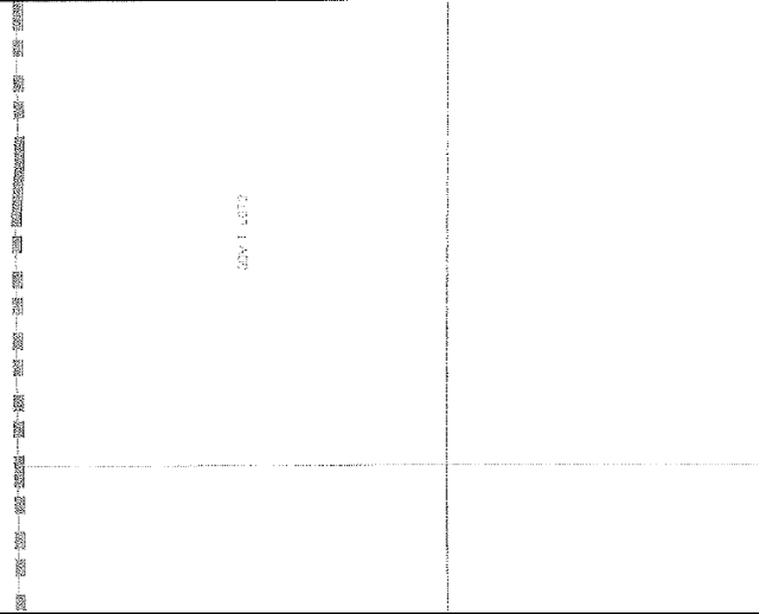
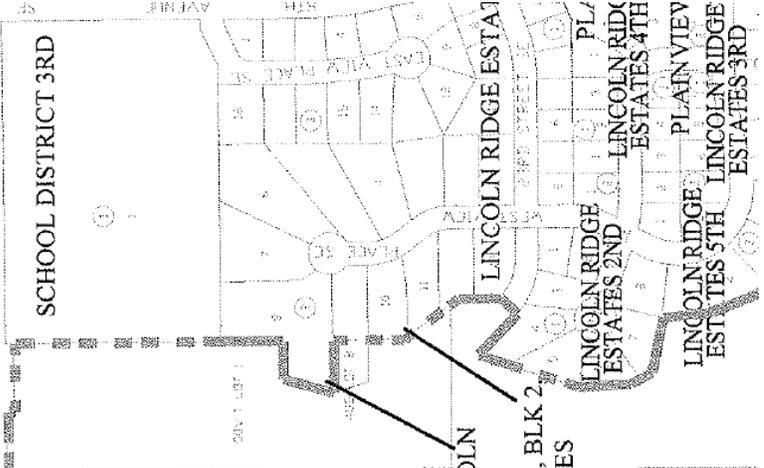
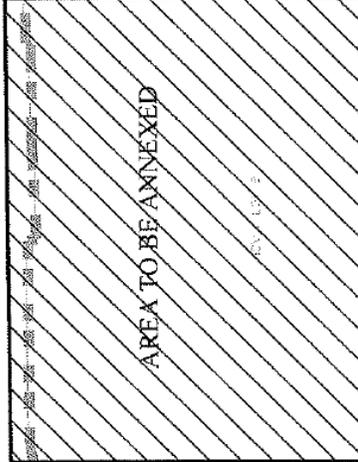
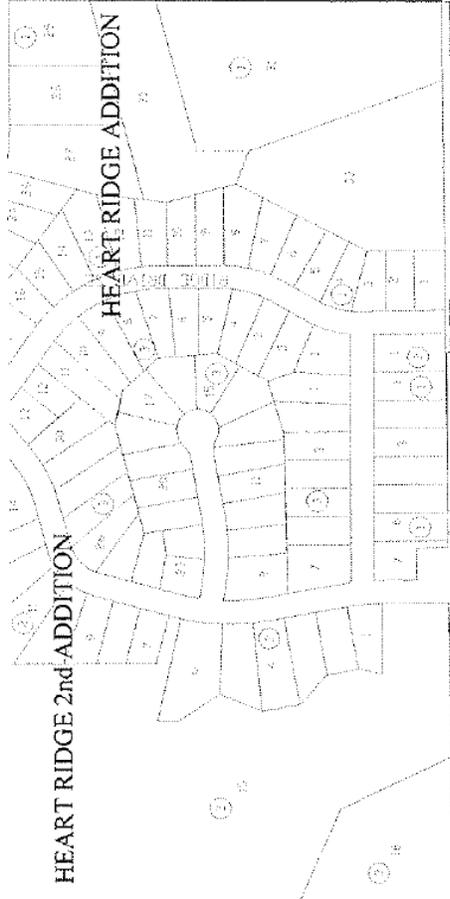
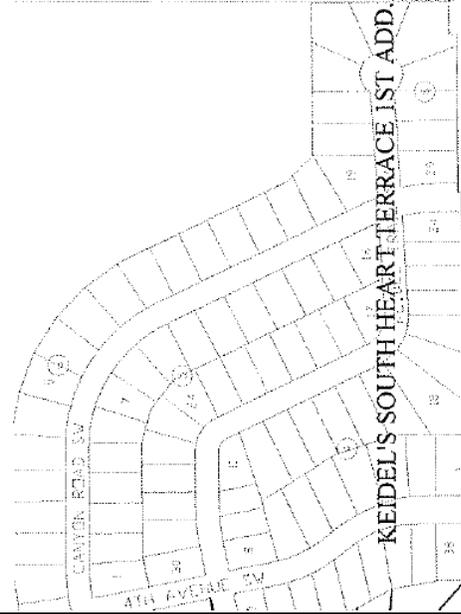
SECTION 2. Corporate Boundary Extended. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

By: _____
Arlyn Van Beek, President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: January 15, 2013
Second Consideration
and Final Passage: February 5, 2013
Date of Recording: _____



REPLAT OF LOTS 7&8, BLK 2, LINCOLN RIDGE ESTATES & AUD LOT A
 REPLAT OF LOTS 10&11, BLK 2, LINCOLN RIDGE ESTATES

ORDINANCE NO. 1140

An Ordinance to Amend and Re-enact
Section 12-02-04.1 (2) of the Mandan Code of Ordinances
Relating to Winery or Brewery License

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

Section 12-02-04.1 (2) of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Section 12-02-04.1. Class WB.

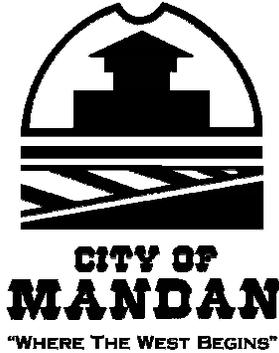
(2) A Class WB license will authorize the licensee to sell, on the winery or brewery premises, wine or beer produced by that winery or brewery on the premises at on-sale or off-sale, in retail lots, and not for resale, in total quantities not in excess of 10,000 ~~gallons~~ barrels in a calendar year. In the absence of another appropriate license, sales or delivery of on-sale or off-sale wine ~~beer~~ or any other alcoholic beverage produced off the premises shall not be permitted. Licenses under this section entitle the licensee to sell beer manufactured on the premises for off-premises consumption, in brewery-sealed containers of not less than one-half gallon [1.89 liters] and not more than three gallons [11.36 liters].

By: _____
President, Board of City Commissioners

Attest:

City Administrator

First Consideration: January 15, 2013
Second Consideration
and Final Passage: February 5, 2013



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 5, 2013
PREPARATION DATE: January 30, 2013
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Public Works Director
SUBJECT: Consider for approval the Resolution amending fees and charges administered by the Public Works Department

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

BACKGROUND/ALTERNATIVES: The attached list of fees and charges includes the standard charges for equipment and employees with the addition of hydrant meter hookup fees, weed control pricing, curb stop repairs for both winter months and summer months, and lot cleanups.

The City wants to hook up all meter rentals to insure proper installation of all equipment needed and insure it is installed on the proper hydrant; this will also enable us to properly train contractors to open and close hydrants without disturbances to our water distribution system.

The City has taken over the weed control program, last year was our first year, and we have found that the standard price of \$0.005/sf does not pay for our services in the lots that are less than 10,000 sf, so we are looking to charge a \$50 minimum charge for lots less than 10,000 sf. Also, some lots needed to be cleaned up prior to mowing, which added to our cost of mowing, so we are asking for a \$50 minimum or \$50/hr for large parcels that require more time and equipment.

The City will also be starting a curb stop repair list to timely repair curb stops that are for one reason or another, inoperable or need adjusting. We are looking at winter and summer repairs at an hourly rate for equipment and personnel with a maximum price for each service provided. Local contractors would supply bids for these services.

The cost changes proposed are not to make money, only to cover the cost of the service.

ATTACHMENTS: Resolution and fee list

FISCAL IMPACT: None

STAFF IMPACT: Minimal

LEGAL REVIEW: Yes

RECOMMENDATION: This office supports the amended fees and charges.

SUGGESTED MOTION: I move to approve the amended fees and charges.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Consider for approval the Resolution amending fees and charges administered by the Public Works Department

Page 2 of 4

RESOLUTION AMENDING FEES ADMINISTERED BY THE PUBLIC WORKS DEPARTMENT FOR THE CITY OF MANDAN, NORTH DAKOTA

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

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

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

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

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

1. The fees for services and materials administered and regulated by the City of Mandan Public Works Department, shall be amended as denoted on the attached schedules, and as so amended shall be adopted.
2. The amended fee schedule shall be in full force and effect from and after the 1st day of March, 2013.
3. A copy of the amended fee schedule shall be filed in the office of the city auditor.

Dated this 5th day of February, 2013.

President, Board of City Commissioners

Attest:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Consider for approval the Resolution amending fees and charges administered by the Public Works Department

Page 3 of 4

**2013
CITY OF MANDAN
DEPARTMENT OF PUBLIC WORKS
FEES AND SERVICES**

<u>Machine/Manpower</u>		<u>Cost</u>
2 Ton Truck		\$ 75 per hour
Tandem Truck		\$ 85 per hour
Backhoe		\$125 per hour
Backhoe with Jackhammer		\$150 per hour
Bucket Truck		\$116 per hour
Utility Pickup		\$ 40 per hour
Sewer Jetter		\$220 per hour
Maintainer		\$ 95 per hour
Loader		\$ 90 per hour
Blower with Loader		\$180 per hour
Bobcat		\$ 80 per hour
Winch Truck		\$106 per hour
Sweeper		\$100 per hour
Generator		\$ 50 per hour \$375 per day
Equip. Operator	Reg	\$31 per hour
	O.T.	\$47 per hour
Street Superintendent	Reg	\$38 per hour
	O.T.	\$57 per hour
Asphalt Repair		\$150 per ton/includes Roller and Manpower

Board of City Commissioners

Agenda Documentation

Meeting Date: February 5, 2013

Subject: Consider for approval the Resolution amending fees and charges administered by the Public Works Department

Page 4 of 4

Utility Operator	Reg	\$33 per hour
	O.T.	\$49 per hour
Utility Superintendent	Reg	\$44 per hour
	O.T.	\$66 per hour

Water Taps	1" - \$55 ea.
	1 ½" - \$70 ea.
	2" - \$90 ea.

Turn on/off Curb Stops	Regular Hours - \$50
	After Hours-\$50 + \$75 Call out

<u>Service</u>	<u>Summer Cost</u>	<u>Winter Cost</u>
Replace Curb Stop	Per Hour - \$2,000 Maximum	Per Hour - \$2,500 Maximum
Replace Box/Rod	Per Hour - \$1,000 Maximum	Per Hour - \$1,200 Maximum
Adjust Curb Stop	Per Hour - \$ 250 Maximum	Per Hour - \$ 400 Maximum

Hydrant Meter Hookup	\$40
----------------------	------

Hydrant Meter	\$350 Deposit
	1-7 days - \$25 + water usage
	8 + days - \$50 + water usage

Weed Control	
Lots less than 10,000 SF	\$ 50
Lots greater than 10,000 SF	\$0.005 per SF

Lot Cleanup	\$ 50 Minimum or \$50 per hour
-------------	--------------------------------