

AGENDA
MANDAN CITY COMMISSION
SEPTEMBER 3, 2013
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:00 P.M. (SPECIAL TIME)
www.cityofmandan.com

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- 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 minutes from the August 20, 2013 Board of City Commission meeting.
- E. PUBLIC HEARING:
1. Public Hearing to consider the vacation of public streets as platted in Terra Vallee 6th Addition and School District 5th Addition.
- F. BIDS:
1. Consider award of bid for Street Improvement District 177 Project 2012-22(Meadows 6th Addition). (See Resolution No. 2)
 2. Consider award of bid for Street Improvement District 179 Project 2013-10(Meadow Ridge 3rd Addition). (See Resolution No. 3)
- G. CONSENT AGENDA:
1. Consider Professional Services Agreement with Advanced Engineering and Environmental Services for the Water Meter/Reading Improvement Project.
 2. Consider for approval the final plat of the Replat of Lots 4B & 5, Block 3, Lakewood Commercial Park 3rd Addition.
 3. Consider for approval the final plat of the Replat of Lot 2A, Block 3, Lakewood Commercial Park 3rd Addition.
 4. Consider for approval the final plat of Keidel's South Heart Terrace 3rd Addition.
 5. Consider for approval the final plat of Eagle Ridge Addition.
 6. Consider confirmation of special assessments for Street Improvement District #147, Street Improvement District #165, and Water & Sewer Improvement District #52.
 7. Consider request from Human Resources Department to destroy personnel information in accordance with the records retention schedule.

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8. Consider assignment and consent of rights and obligations to Crown Equity, LLC for the purchase and development of property at Collins & Main.
 9. Consider the following street appraisal abatements:
 - i. Scott Johnson – Parcel #3774
 - ii. Scott Johnson – Parcel #3867
 - iii. Scott Johnson – Parcel #5851
- H. OLD BUSINESS:
- I. NEW BUSINESS:
1. Consider the Morton Mandan Public Library's 2014 Budget.
 2. Consider authorization to advertise for bids for the Mandan Water Treatment Plant, Phase II Optimization project.
 3. Consider parking lease agreement with Crown Equity, LLC.
 4. Consider process for issuing a Class A liquor license.
- J. RESOLUTIONS AND ORDINANCES:
1. *Introduction and first consideration of Ordinance No. 1158, An Ordinance to Amend and Re-enact Section 21-03-10(1)(a) of the Mandan Code of Ordinances relating to automobile parking.*
 2. Consider Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 177, Project 2012-22(Meadows 6th Addition).
 3. Consider Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 179, Project 2013-10(Meadow Ridge 3rd Addition).
 4. Consider Resolution approving vacation on streets as platted in Terra Vallee 6th Addition and School District 5th Addition.
- K. OTHER BUSINESS:
- L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. September 10, 2013 – 6:00 p.m. - Working Session
 2. September 17, 2013 – 5:00 p.m. start
 3. October 1, 2013
 4. October 15, 2013
- M. ADJOURN

Public Communication

A scheduled time for public participation has been placed on the agenda at Mandan City Commission meetings. The Board desires to hear the viewpoints of citizens throughout the City. Individuals wishing to address the Board are encouraged to make arrangements with the Board President or the City

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Administrator prior to the meeting. Comments should be made to the Board and not to individuals in the audience and be related to City operations and programs. The Board will not hear personal complaints against any person connected with the City. If a citizen would like to add a topic to the agenda, arrangements must be made in advance with the City Administrator or 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 three (3) minutes or less. Groups of individuals addressing a common concern are asked to designate a spokesperson.

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The Mandan City Commission met in regular session at 5:30 p.m. on August 20, 2013 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, 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, Planning & Engineering Director Froseth, Engineering Project Manager Fettig, and Assessor/Building Official Lalim. Absent: Commissioner Frank and Director of Public Works Wright.

2. *Presentation of years of service to Raeann Drew, Public Works, for 14 years of service to the City of Mandan.* On behalf of the City of Mandan, Mayor Van Beek acknowledged Raeann Drew for her 14 years of service to the City of Mandan.

B. APPROVAL OF AGENDA: Commissioner Rohr motioned to approve the Agenda as presented. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

C. PUBLIC COMMUNICATIONS:

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission meeting held on August 6, 2013.* Commissioner Tibke moved to approve the minutes from the Board of City Commission meeting held on August 6, 2013. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

1. *Consider the award of bid for Street Improvement District 178, Project 2013-04 (Keidel’s South Heart Terrace Phase IV). (See Resolution No. 4).* Justin Froseth, Planning and Engineering Director, reviewed with the Commission the only bid received for this project from Northern Improvement in the amount of \$605,899.85. The engineer’s estimate is \$399,079.40. The developer removed two items from the bid bringing the revised bid down to \$513,999.93 which then brought the Engineer’s estimate down to \$379,063.40 after removing the two items. The final cost for construction and administrative costs will be \$693,899.91. The costs will be assessed to the 38 residents who will receive approximately \$18,754.05 in special assessments. Two corner lots that will receive special assessments from adjacent streets of one-half the cost at \$9,377.03. Froseth recommended accepting the bid from Northern Improvement in the amount of \$513,999.93. Commissioner Tibke questioned whether the developer would be interested in putting the project out for a re-bid in order to be more cost effective. Froseth stated that re-bidding would cause the project not to be completed this year due to being this late in the season. He said that the developer removed the top-soil and seeding costs in order to move this project forward without delay. Commissioner Tibke brought up a

potential discussion for a future retreat regarding the Board's comfort level at special assessing the price per lot. The Board should be considering what additional amount (if any) the City should be expecting the developers to pay upfront. The cost per lot of \$18,754.05 is excessive. In this project the developer has agreed to pick up two of the items. She suggested that the Board discuss addressing special assessment costs and discuss possible revisions to the policy.

Commissioner Tibke moved to approve the bid award for Street Improvement District 178, Project 2013-04(Keidel's South Heart Terrace Phase IV) to the low bidder Northern Improvement in the amount of \$513,999.93. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

G. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider approval of Beer Gardens for Spirit of Life Church on September 7, 2013.*
3. *Consider approval of a Disabled Veteran Exemption for Boyd Gilchrist.*

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: Absent; Commissioner Braun: Yes; Commissioner Van Beek: No. The motion passed.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider the Mandan Airport Authority's 2014 Budget.*
 - (i) Dale Klein, Chairman of the Mandan Airport Authority provided an update via a Presentation to the Mandan City Commissioners – Tour of Mandan – August 20, 2013. Updates that were provided included summaries of the following:

- Update on Mandan Airport
- Request for funding for Support and Economic Development
- Introduce members of the Mandan Airport Authority
- CIP = \$14.4 million over the term
- Runway Reconstruction
- Airport Master Plan Update
- Environmental Assessment of Wetland
- Wetland Mitigation and Hangar site prep
- Hangars
- Construct Tax lane to future hangar sites
- Runway Extension (1,100')
- ND Economic Impact of Aviation December 2010
- FAA Planning, Acquisition, Construction

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- Additional commitment of up to \$25,000 for projects

(ii) Jim Lawler, Airport Manager presented the Mandan Airport Authority 2014 Proposed Budget that is approaching \$1 million. He stated that currently the airport runway is under construction with complete removal of the old one from the ground up and replacing it with a new one. Commissioner Rohr asked if the request for the additional \$25,000 is a one-time request or will it be annually during the construction project? Lawler replied that the \$25,000 request is for an on-going annual basis. He stated that the airport has outgrown its accommodations. Commissioner Braun questioned whether there is any plan in place that will bring in or create additional revenue for the airport. Commissioner Tibke explained that the airport can have its own mill(s) so it goes through the City. Currently it has 4 mills and because of increasing needs extra funds are needed. She stated that the infrastructure has to be in place in order to move forward. She said that the County Commission has also been approached for additional funds. Lawler indicated there is a long-term debt on the hangars. It is hoped that it will be paid off in ten (10) years and when those debts are paid off that will free up funds for the airport. Commissioner Tibke pointed out that the \$25,000 will be requested on an annual basis. She stated that this budget cycle is important. Dale Klein mentioned that hangar rent has been increased but it has stopped currently because of the construction project.

Finance Director Welch commented that there are two separate issues/actions here:

- (1) To consider the 2014 Budget as presented.
- (2) A separate approval for the additional \$25,000 funding from City of which this \$25,000 is not in the City's preliminary budget at this time. This would have to be added into the City's General Fund.

Commissioner Tibke moved to approve the Mandan Airport Authority's 2014 Budget. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

Commissioner Rohr moved to approve the additional \$25,000 additional funding as requested. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider Renaissance Zone Committee recommendation for new construction by Crown Equity, LLC at Collins Avenue and Main Street.* Business Development and Communications Director Huber provided an overview of the project for the Board. She explained the background of the Renaissance Zone Program being a combination state and local program established to help revitalize downtowns and Main Streets through local property tax and state income tax incentives for qualified investment in new construction or rehabilitation of buildings in the zone. Mandan's Renaissance Zone is 28 blocks covering most of Main Street, portions of First Street and even one block to the north that includes the School District's former central administration building.

The planned project was previously reviewed by the City Commission last December and January as part of a proposal by Dakota Commercial and Development Company for purchase and redevelopment of the Collins and Main property. Kevin Ritterman, the principal of Dakota Commercial, has formed Crown Equity, LLC, as the entity to own and undertake the project. Ritterman remains its primary stakeholder.

The Mandan Renaissance Zone Committee met to review the application on Aug. 6, 2013. Crown Equity LLC is planning to invest nearly \$3.9 million in construction of a four-story, mixed-use building consisting of 3,000 square feet of commercial space with 29 units of one-, two-, and three-bedroom apartments. The building plan indicates a footprint of 11,513 square feet with total area of 46,052 square feet.

The project meets Mandan's Renaissance Zone criteria. The minimum investment for new construction is \$55 per square foot. The estimate for this building is \$84 psf. Other local RZ goals indicate that new construction have street level commercial space and at least some provision for on-site parking. Approximately 12 parking spaces are planned for the interior of the lot and the applicant plans to enter into an agreement to rent 25 spaces in the public lot to the east of the fire station.

The project is subject to terms of a purchase agreement and business incentive agreement previously approved by the City Commission. The Renaissance Zone Committee agreed to these same parameters in its recommendation for approval. The parameters are that the 100% property tax exemption on the apartment portion of the building be limited to 2 years and that the five-year, 100% exemption on the commercial portion is contingent upon the lease or sale of that space. If not leased or sold and occupied within one year of the issuance of the certificate of occupancy for the remainder of the building, 50% of any Renaissance Zone tax benefits granted for the commercial space would be withdrawn if not fully leased or sold and occupied within two years of the certificate of occupancy for the remainder of the building the remaining 50% of any Renaissance Zone tax benefits for the commercial space would be withdrawn.

The estimated state income tax exemption is zero as the owner will opt for depreciation of the building instead.

Huber explained that the project is on property that has been part of the remediation. It has received approval by the Mandan Remediation Trust for the removal of interior wells on the property with the exception of one that needs to be relocated to the alley. Other wells will remain in the sidewalks on Main and Collins Avenue. The site and building plan also has the approval of the Architectural Review Commission.

Huber added that the project has also been recently approved by the North Dakota Housing Finance Agency for a commitment of \$1 million from the Housing Incentive

Fund (HIF) to provide for affordable housing. The funding is contingent upon the dollars being raised by citizens willing to designate their state income tax liability toward the project. The developer's commitment is to provide at least 9 units at a level defined as affordable for those making 80% or less of the area median income. The affordability definition is that a household spend no more than 30% of its gross income for housing.

Huber noted that the applicant is represented at the Commission meeting by Blake Nybakken of Dakota Commercial and Development Company if there are questions for the applicant.

Commissioner Tibke said that she likes the affordable housing component of the project.

Commissioner Rohr inquired if the developer has any tenants secured. Huber explained that the tenant that the developer had been pursuing has chosen to locate elsewhere, so they are seeking one or more tenants. The 3,000 square feet can be leased by one tenant or divided into as many as three spaces.

Commissioner Rohr asked for clarification on whether the applicant must have the commercial space completed to receive the Renaissance Zone tax benefits. Huber explained the claw back provision being tied back to the development agreement for the property, whereby the Commission's wish was not to hold up the apartment portion of the project until a commercial tenant could be secured. Therefore, the Renaissance Zone benefits may begin when there's a certificate of occupancy for the apartment portion of the building, but if the commercial space is not leased in a timely manner thereafter, the most property tax benefit the commercial space would receive is one year at 100% and another year at 50%. The most it can receive, if leased, is five years at 100%.

Attorney Brown noted that an agreement subject to City Commission approval will be needed transferring the development rights and obligations from Dakota Commercial and Development Company to Crown Equity, LLC.

Commissioner Braun moved to approve new construction of the building by Crown Equity, LLC as a Renaissance Zone project with the property tax exemptions as outlined on the building and the 100% state income tax exemption. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Van Beek: Yes; Commissioner Braun: Yes. Commissioner Frank: Absent. The motion passed.

3. *Consider recommendations from Advanced Engineering and Environmental Services regarding the Water Meter/Reading Improvement Project.* Ken Weber, of Advanced Engineering and Environmental Services presented recommendations for the Water Meter/Reading Improvement Project. He summarized that in May 2013, AE2S was approached to do an overall analysis of the condition of the current water meter system. A summary of the information provided by Mr. Weber is as follows:

- Existing System
 - Approximate 6,500 water meter assemblies

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- Related Issues
 - Existing System / New System
 - Possible Meter Solutions and explained the components. Both systems allow for a fixed network system or mobile read option
 - Sensus current system - would need 2,400 new meter assemblies
 - Neptune – similar system to Sensus however, 4,200 Neptune brand MXU's for compatibility and increased efficiency.
 - Drive-by System – would take day/month to collect all data (mobile) hand held device or a lap-top system
 - Additional Considerations:
 - Data Storage for onsite and offsite options
 - Estimated costs of \$40,000 to \$50,000
 - Updated Accounting Software that is compatible with current data collection and management

Recommendations:

1. Standardize Water Meters (Est. \$2.3M to \$2.4M)
 2. Implement Drive-by data Collection (Est.: \$25,000 - \$35,000)
 3. Vendor presentations as part of plan development
- Project Schedule – initiate as soon as possible (September 3, 2013?)
 - Have bid ready by the end of 2013

Commissioner Rohr questioned whether a Maintenance Contract is required with these programs? Weber replied that once you accept the program, the City would not have to buy a warranty with them.

Jay Perkins, City Water Meter Maintenance Supervisor, came forward to address the Board. He commented that if the City purchases this software package, the Commission should look carefully at the cost of it going forward. That information will come from the presentations from the companies. He said that the company currently being used has upgraded all of its equipment that has lasted 20 years, (basically because of the battery technology). Perkins said that the existing MXU radio system is not compatible with a fixed network system. All companies have changed to a FlexNet system that has more power to send out a signal which is what separates them. Cost has usually been the factor for not upgrading all systems at one time. Finance Director Welch stated that he has looked into some grant money to help pay for this. Perkins commented that it will work depending on how the City approaches it in the future and what staff the City will have available. Perkins suggested that one standardized system be decided upon and then put into place so that everyone has the same program. Cost will be a factor. One consideration will be adding the 2,500 meters that need to be replaced now since they are the older meters and those need to go. Finance Director Welch stated that this will be paid for through the water billing system in the water and sewer base rates on a monthly basis. In the 2013 Budget the City Commission approved \$1.8M of this project which was already built into the existing rate structure for the current year. The balance of \$600,000 of the \$2.4M is built into the 5% increase in the water and sewer base rates for

2014. The City would approach the revolving loan program for a 20-year low interest loan to finance over this period.

Commissioner Tibke moved to approve the recommendations from Advanced Engineering and Environmental Services regarding the Water Meter/Reading Improvement Project and request entering into professional services agreement with Advanced Engineering and Environmental Services on September 3, 2013.

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

4. *Update on potential land acquisition (former Cass Clay site).* City Administrator Neubauer reviewed with the Board an update on the discussions of the former dairy site of Cass Clay which was purchased by Associated Milk Producers, Inc. who sold it to Cass Clay Creamery/Kemps. BSNF would like to sell the property and there are some easements issues being worked on. There are discussions with Kemps on leasing the land from the City. Currently the City is working on an easement issue with BNSF with a potential purchase of the property from Kemps.

Tom Hansen, a Mandan resident came forward and asked where the easement is located in that area? Commissioner Braun replied that it runs parallel with the railroad track. Administrator Neubauer stated that the City wants to ensure that if that property is available for use for something else, that there is room to construct a building with parking spaces similar to Family Dollar and O'Reilly's Auto Parts. If the easement continues there, there would be no parking on the Main Street side.

J. RESOLUTIONS

1. *Second consideration and final passage of Ordinance 1161 relating to authorization for the off-sale of alcohol from a tapped keg in a defined container.* Business Development and Communications Director Huber reviewed with the Board that this Ordinance is the second consideration and final passage for an authorization for off-sale of alcohol known as a "Growler". This Ordinance follows the City of Bismarck ordinance allowing this. Commissioner Tibke moved to approve the Second consideration and final passage of Ordinance 1161 relating to authorization for the off-sale of alcohol from a tapped keg in a defined container. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Second consideration and final passage of Ordinance No. 1162, 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 Rohr moved to approve the Second consideration and final passage of Ordinance No. 1162, 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 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.

3. *Consider resolution annexing certain lands adjoining the City of Mandan generally north and west of highway 1806.* Commissioner Rohr asked City Administrator Neubauer if there is any consequence regarding this matter at this time? Neubauer stated that a meeting has been held with several of the residents in the annexation area last night (August 19, 2013). Discussion occurred regarding the major construction projects for this area for the future. Neubauer provided some cost estimates to the residents including how those assessments are spread out and paid for by whom. Neubauer explained there are several matters yet to be resolved to determine actual costs until the zoning and infrastructure is determined.

Commissioner Rohr moved to approve the resolution annexing certain lands adjoining the City of Mandan generally north and west of highway 1806. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider Resolution Approving Contract and Contractor's Bond for Street Improvement District Nol. 178, Project 2013-04(Keidel's South Heart Terrace Phase IV).* Commissioner Tibke moved to approve the Resolution Approving Contract and Contractor's Bond for Street Improvement District No. 178, Project 2013-04(Keidel's South Heart Terrace Phase IV). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Consider the introduction and first consideration, and call for a public hearing of Ordinance No. 1163 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2014, and ending December 31, 2014, and making the annual tax levy for the year 2013.*

Finance Director Greg Welch presented the following introduction and first consideration, and call for a public hearing of Ordinance No. 1163 adopting the 2014 Budget.

The City of Mandan is required to prepare the annual Budget in accordance with the Municipal Budget Law (North Dakota Century Code Chapter 40-40) and also with existing City Ordinances, Resolutions, contracts and agreements. In addition to these legal requirements, the City's Significant Budget Policies provide further direction and guidance to the budgeting process. The Preliminary 2014 Budget is in compliance with these legal requirements and City Policies. The proposed Budget for 2014 is submitted to you as a recommendation from the City's Budget and Finance Committee. The City's Budget and Finance Committee consists of the following members: Sandy Tibke, City Commissioner (Finance Portfolio), Jim Neubauer, City Administrator, and Greg Welch, Finance Director.

REVENUES

Total = \$25,657,750

- Property Taxes = \$3,459,500 or 13%
- 1% City Sales Taxes = \$2,535,200 or 10%
- Licenses and Permits = \$769,900 or 3%
- Intergovernmental = \$3,931,900 or 15%
 - State Aid Distribution, Highway Tax Distribution, etc...
- Water, Sewer, Solid Waste, Street Light Utility Charges = \$8,663,900 or 34%
- Special Assessments = \$4,582,300 or 18%

EXPENDITURES

Total = \$26,793,450

- Salaries and Benefits = \$8,911,900 or 33%
- Operations and Maintenance = \$6,591,500 or 25%
- Debt Service-Principal and Interest = \$8,440,950 or 31%
- Capital Outlay = \$2,849,100 or 11%

MAJOR FUNDS

All Major Funds have met required minimum fund balance operating reserves.

- Provides for economic stability.
- Assists in maintaining the City's bond rating.
- General Fund and Cemetery Fund = 17%
- Utility Funds = 25%
- Water and Sewer Utility Fund:
 - Base Rate increase:
 - Residential = \$3.50 per month
 - Commercial and Industrial = \$7.00 per month
 - Apartment (3+ units) = \$10.50 per month
 - Purpose: Capital Outlay improvements

TAXABLE VALUATION

Taxable Valuation (estimated) = \$50,857,611

- Increase from Tax Year 2012 (2013 Budget) = 9.1%
- 1 Mill = \$50,857
- Increase from 2012 to 2013:
 - Residential property = 14.4%

MILL LEVY

Mill Levy = 82.61 Mills

- Decrease from Tax Year 2012 (2013 Budget) = 10.94 Mills
 - Additional Property Tax reduction from the City Sales Tax Fund (40% to 50%) to the General Fund = 4.98 Mill Levy decrease
- City's share of 1 Mill for Tax Year 2012 (2013 Budget) = 24%

PROPERTY TAXES

Property Taxes = \$4,201,120

- Decrease from Tax Year 2012 (2013 Budget) = \$160,543
- The decrease in the City property taxes for an existing residential home valued at \$200,000 with an average valuation increase of 6.8% (Board of Equalization) in the true and full value, excluding special assessments = \$47.95

SALARIES AND BENEFITS

Salaries = \$6,630,600

- Increase from 2013 Budget (revised) = \$851,600

Benefits = \$2,281,300

- Increase from 2013 Budget (revised) = \$238,700
- Human Resources Department and Finance Department are considering and reviewing the following options:
 - City to contribute more to the employee share of a family policy for the purpose of recruitment and retention.
 - Long-term Disability
 - Cafeteria Plan

Salaries and Benefits = \$8,911,900

- Increase from 2013 Budget (revised) = \$1,090,300
 - Salary Study adjustments = \$224,400
 - 12 new employees = \$658,750
 - Police Department = 5
 - Calls for service has had a strong upward trend since 2006. Calls for service totaled 8,327 in 2006 and 12,692 in 2012, an increase of 52%. Calls for service in 2013 is trending slightly higher than 2012. One officer was added to the staff in 2013. Prior to 2013, staffing has been stable for many years. An internal Staffing Study was conducted in 2011 and again in 2012. The analysis indicated that the patrol staffing level should be 28 patrol officers. The Department is currently staffed with 20 officers. One of the five new employees is a Warrants Officer. The City has more than 300 un-served municipal warrants.
 - Fire Department = 4
 - Calls for service regarding fire emergencies, EMS emergencies, inspections, and re-inspections have increased significantly from 1999 to 2012. The Department had six employees in 1998, seven employees in 2004, ten employees in 2006, and eleven employees since 2007-2008.
 - Other Departments = 3
 - 2.5% Performance adjustments = \$153,050

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- Part-time adjustments = \$32,450
 - Volunteer Firefighters
 - Seasonal/Temporary

DEBT SERVICE

Debt Service-Principal and Interest = \$8,440,950

- Total Principal and Interest = \$71,760,356
 - Principal = \$60,425,628
 - Interest = \$11,334,728
- Bonded Indebtedness:
 - General Obligation Bonds = \$864,783
 - Special Assessment Bonds = \$41,943,248
 - Budget and Finance Committee will resume discussions concerning Developer Agreements for new subdivisions.
 - Revenue Bonds = \$28,952,326
- Amortization:
 - % of Debt Service retired in 10 years = 85%
 - % of Debt Service retired in 15 years = 99%
- \$2.4M Loan is anticipated from the Drinking Water State Revolving Fund (DWSRF) Program to finance the Water Meter/Reading Improvement Project.
 - Project is included in the North Dakota Department of Health's DWSRF Intended Use Plan.
- Bond Rating = A1

CAPITAL OUTLAY

Capital Outlay = \$2,849,100

- General Fund = \$1,041,550
 - Street Department = \$750,000
 - Snow Blower
 - 2 Tandem Dump Trucks
 - 2 Street Sweepers
- Cemetery Fund = \$410,000
 - Office/Maintenance Building = \$400,000
 - General Fund = 50%
 - City Sales Tax Fund = 50%
- City Sales Tax Fund = \$152,600
 - Traffic Signal Improvements
- Water and Sewer Utility Fund = \$983,500
 - Waterline Maintenance Department = \$484,950
 - Tandem Dump Truck
 - Watermain Replacement Project
 - Sewerline Maintenance Department = \$252,500
 - Storm Lift Station Project (River Drive)
 - Sewermain Replacement Project
 - Meter Reading Department = \$100,000

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- Water Meters (new construction)
 - Solid Waste Utility Fund = \$75,000
 - Concrete Project (Southside of Transfer Station)
 - Street Light Utility Fund = \$54,000
 - LED Lights Replacement Project
 - City Sales Tax Fund = \$35,950

ANNUAL COST FOR CITY SERVICES

The annual cost for City services for an existing \$200,000 residential home with an average valuation increase of 6.8% (Board of Equalization) and using 8 units of water per month, excluding special assessments = \$1,672

- Decrease from 2013 Budget = \$6

The City will publish a Notice of Public Hearing on August 30, 2013 for the second and final consideration of Ordinance No. 1163 adopting the 2014 Budget on September 17, 2013. The Preliminary 2014 Budget will also be posted on the City's website at cityofmandan.com.

Commissioner Tibke extended a thank you to Finance Director Welch, Administrator Neubauer and Department heads for their assistance in preparing the 2014 Budget.

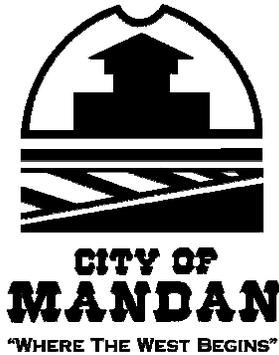
Commissioner Tibke moved to approve the introduction and first consideration, and call for a public hearing of Ordinance No. 1163 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2014, and ending December 31, 2014, and making the annual tax levy for the year 2013. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 7:41 p.m. Commissioner Tibke 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: September 3, 2013
PREPARATION DATE: August 27, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider for approval the vacation of 28th Street NW, 29th Street NW & 30th Street NW

STATEMENT/PURPOSE: To consider for approval the vacating of 28th Street NW, 29th Street NW & 30th Street NW.

BACKGROUND/ALTERNATIVES: Request from Dennis Meyer and Eagle Ridge Development LLC to vacate 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW. The new plat for this area is before you tonight for final approval of Eagle Ridge Addition.

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 street vacations of 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the street vacations of 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW.

Page 2 of 6

MANDAN PLANNING OFFICE REPORT

August 29, 2013

Applicant(s): Dennis Meyer and Eagle Ridge Development

Owner(s): same

Requested Action: Vacate 28th Street NW from 8th Avenue NW to 12th Avenue NW, 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW.

Name of Subdivision: Eagle Ridge Addition

Legal Description: 28th Street NW from 8th Avenue NW to 12th Avenue NW, 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW of Terra Vallee 6th Addition in Section 15, Township 139N, Range 81W

Located: Terra Vallee 6th Addition

Proposed Land Use: multi-family residential

Adjacent Land Use: single family homes, school and vacant

Fee(s) Required: \$150.00 Date Received: August 2, 2013

Adjacent Property Owner Notification: August 15, 2013

Dates of Legal Notices: August 9, 16, 23 & 30, 2013

Recommendations: The Planning Office recommends approval.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the street vacations of 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW.

Page 3 of 6



Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the street vacations of 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW.

Page 4 of 6

RESOLUTION OF VACATION
Board of City Commissioners
City of Mandan, North Dakota

WHEREAS, Dennis Meyer has submitted to the Board of City Commissioners of the City of Mandan a verified petition asking that public streets located at 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW as platted in Terra Vallee 6th Addition and School District 5th Addition, lying in Section 16, Township 139N, Range 81W of the 5th Principal Meridian, City of Mandan, Morton County, North Dakota, be vacated. Said streets each having a nominal width of 66 feet, more fully described as follows:

28TH STREET NORTHWEST VACATION DESCRIPTION

Part of the Terra Vallee Sixth Addition, said subdivision plat being a part of Southeast Quarter of the Southeast Quarter of Section 16, Township 139 North, Range 81 West, described as follows: Beginning at the Northeast corner of Lot 1 of Block 1 as designated upon said Terra Vallee Sixth Addition, said point also being on the existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 89 degrees 20 minutes 16 seconds West on along the Southerly Right Of Way line of 28th Street Northwest a distance of 865.89 feet to the Northwest corner of Lot 10 of Block 1 of said; thence South 00 degrees 10 minutes 51 seconds East on and along said Southerly Right Of Way line a distance of 6.50 feet to a point, thence South 89 degrees 20 minutes 16 seconds West on and along said Southerly Right Of Way line a distance of 278.86 feet to a point on the Easterly Right Of Way line of 12th Avenue Northwest said point also being the beginning of a non-tangential curve concaved to the right (Southeasterly) having a radius of 417.00; thence Northeasterly along said curve a distance of 69.32 feet through a central angle of 9 degrees 31 minutes 28 seconds having a chord bearing North 16 degrees 55 minutes 20 seconds East and a chord distance of 69.23 feet to a point on the Northerly Right Of Way line of said 28th Street Northwest; thence North 89 degrees 20 minutes 16 seconds East on and along said Northerly Right Of Way line a distance of 258.50 feet to a point; thence South 00 degrees 10 minutes 51 seconds East on and along said Northerly Right Of Way line a distance of 6.50 feet to a point, thence North 89 degrees 20 minutes 16 seconds East on and along said Northerly Right Of Way line a distance of 865.99 feet to a point on said existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 00 degrees 05 minutes 41 seconds East on and along said Westerly Right Of Way line a distance of 66.00 feet to the point of beginning, situated in the City of Mandan, Morton County, and the state of North Dakota: subject to any previously recorded or unrecorded easements.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the street vacations of 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW.

Page 5 of 6

29TH STREET NORTHWEST VACATION DESCRIPTION

Part of the Terra Vallee Sixth Addition, said subdivision plat being a part of Southeast Quarter of the Southeast Quarter of Section 16, Township 139 North, Range 81 West, described as follows: Beginning at the Northeast corner of Lot 1 of Block 2 as designated upon said Terra Vallee Sixth Addition said point also being on the existing Westerly Right Of Way line South of 8th Avenue Northwest; thence South 89 degrees 21 minutes 54 seconds West on and along the Southerly Right Of Way line of 29th Street Northwest a distance of 866.38 feet to a point on the Easterly Right Of Way line of the 12th Avenue Northwest; thence North 00 degrees 10 minutes 51 seconds West on and along said Easterly Right Of Way line a distance of 66.00 feet to a point on the Northerly Right Of Way line of said 29th Street Northwest; thence North 89 degrees 21 minutes 54 seconds East on and along said Northerly Right Of Way line a distance of 866.48 feet to a point on the existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 00 degrees 05 minutes 41 seconds East on and along said Easterly Right Of Way line a distance of 66.00 feet to the point of beginning, situated in the City of Mandan, Morton County, and the state of North Dakota: subject to any previously recorded or unrecorded easements.

30TH STREET NORTHWEST VACATION DESCRIPTION

Part of the Terra Vallee Sixth Addition, said subdivision plat being a part of Southeast Quarter of the Southeast Quarter of Section 16, Township 139 North, Range 81 West, described as follows: Beginning at the Northeast corner of Lot 1 of Block 3 as designated upon Terra Vallee Sixth Addition, said point also being on the existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 89 degrees 21 minutes 54 seconds West on and along the Southerly Right Of Way line of 30th Street Northwest a distance of 833.50 feet to a point on the Easterly Right Of Way line of 12th Avenue Northwest; thence North 00 degrees 05 minutes 30 seconds West on and along said Easterly Right Of Way line a distance of 66.00 feet to a point on the Northerly Right Of Way line of said 30th Street Northwest; thence North 89 degrees 21 minutes 54 seconds East on and along said Northerly Right Of Way line a distance of 833.49 feet to a point on said existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 00 degrees 05 minutes 41 seconds East on and along said Westerly Right Of Way line a distance of 66.00 feet to the point of beginning, situated in the City of Mandan, Morton County, and the state of North Dakota: subject to any previously recorded or unrecorded easements.

WHEREAS, The Board having deemed it expedient to consider such petition and having ordered that said petition be heard by the Board at its regular meeting held at City Hall in the City of Mandan, North Dakota, on September 3, 2013, at 5:00 o'clock p.m., CDT, and the City Administrator having published notice of the filing of the petition and the object therein in the official newspaper once each week for four (4) consecutive weeks, as required by law, which notice stated that the petition would be heard and considered on the date and time aforesaid, at which time any persons interested might

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the street vacations of 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW.

Page 6 of 6

appear and be heard, and proof of such publication of the notice having been made and filed; and

WHEREAS, on the 3rd of September, 2013, at 5:00 o'clock p.m., CDT, being not less than thirty days after the first publication of the notice aforesaid, the Board of City Commissioners proceeded to hear the testimony and evidence of persons interested and no one having appeared against said petition of vacation, and it appearing to the satisfaction of the Board of City Commissioners that said petitioners are the owners in fee simple of the property adjoining the right of way to be vacated; that no objections by the immediately adjoining landowner to the requested vacation were raised at the public hearing, that said petition was accompanied by a map of the area proposed to be vacated; which map is on file in the office of the City Administrator of Mandan; and the facts and reason for the vacation of such area as established by the petition and the testimony and evidence are good and sufficient to justify the vacation of such area;

NOW, THEREFORE, BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, that the above described right of way located in the City of Mandan, Morton County, North Dakota be and the same are hereby vacated.

BE IT FURTHER RESOLVED, That the within and foregoing Resolution shall become effective from the time of its passage and publication.

Approved and passed September 3, 2013, by at least two-thirds vote of all the members of the Board of City Commissioners.

President, Board of City Commissioners

ATTEST:

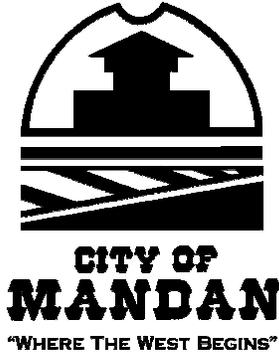
City Administrator

Public Notice Dates: August 9, 16, 23 & 30, 2013

Public Hearing: September 3, 2013

Final Passage: September 3, 2013

Publication Date: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 29, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Engineering & Planning Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider award of bids for Street Improvement District No. 177, Project 2012-22 (Meadows 6th Addition).

STATEMENT/PURPOSE: This is a review and possible award of bids for Street Improvement District No. 177, Project 2012-22 (Meadows 6th Addition).

BACKGROUND/ALTERNATIVES: Bids were received on August 23 for the project and Northern Improvement was the low bidder. The bid amount was \$340,999.10. The Engineer's estimate was \$337,248.00. Before the bid opening the engineer on this project (KLJ) realized that there quantities were not matching the drawings and specs and had to do an addendum to reflect these changes therefore changing the engineers estimate to reflect the quantity change with the corrected totals. The corrected engineer's estimate was \$339,486.75. The bid is less than 1% higher than the Engineer's estimate.

ATTACHMENTS:

1. Bid Tabulation
2. Engineer's Estimate
3. District Map
4. Resolution to Award Bid

FISCAL IMPACT: The Project will be paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$340,999.10 plus the engineering and administrative cost of \$102,299.73 totaling \$443,298.83. The special assessments will be assessed to the 15 benefiting lots and will receive approximately \$29,553.26.

STAFF IMPACT: Minimal

LEGAL REVIEW: These documents have been forwarded to the City Attorney for his review.

RECOMMENDATION: I would recommend awarding the project.

SUGGESTED MOTION: I move to award the bid to Northern Improvement Company as the low bidder of Street Improvement District 177 Project 2012-22 in the amount of \$340,999.10.

Item No.		Description	Unit	Quantity	Unit Price	Engineer's Opinion Total	Northern Improvement Unit Price	Total
1	1	RELOCATE TYPE III BARRICADES	EA	4,967	\$ 3.00	\$ 14,901.00	\$ 3.50	\$ 17,382.50
2	2	CLASS 5 BASE COURSE	TON	598	\$ 85.00	\$ 50,830.00	\$ 103.20	\$ 61,713.60
3	3	2" AC SURFACE COURSE (CLASS 29)	TON	65	\$ 650.00	\$ 42,250.00	\$ -	\$ -
4	4	PG 58-28 ASPHALT CEMENT (6.0%)	GAL	430	\$ 2.50	\$ 1,075.00	\$ 2.20	\$ 946.00
5	5	BITUMINOUS TACK COAT	TON	4	\$ 20.00	\$ 80.00	\$ 13.70	\$ 54.80
6	6	STANDARD CURB & GUTTER	LF	1,880	\$ 20.00	\$ 37,600.00	\$ 19.40	\$ 36,472.00
7	7	ADA CURB RAMP TYPE 1304 CL	SF	100	\$ 27.00	\$ 2,700.00	\$ 35.40	\$ 3,540.00
8	8	TYPE B STREET LIGHT UNIT	EA	7	\$ 6,000.00	\$ 42,000.00	\$ 5,133.00	\$ 35,867.00
9	9	2 - INCH CONDUIT - PVC LAID IN TRENCH	SY	137	\$ 5.00	\$ 685.00	\$ 3.00	\$ 411.00
10	10	TRENCHING - 27 INCH DEPTH	LF	1,108	\$ 2.25	\$ 2,493.00	\$ 3.50	\$ 3,878.00
11	11	#2 AWG RRW	LF	3,597	\$ 5.00	\$ 17,985.00	\$ 2.80	\$ 10,071.60
12	12	#4 AWG RRW	LF	1,745	\$ 1.75	\$ 3,053.75	\$ 2.40	\$ 2,988.00
13	13	STREET MARKING WITH 4 SIGNS	EA	185	\$ 40.00	\$ 7,400.00	\$ 295.00	\$ 54,675.00
14	14	TORSOLING	CY	185	\$ 20.00	\$ 3,700.00	\$ 33.00	\$ 6,105.00
15	15	SEEDING CLASS III	SY	1,664	\$ 1.35	\$ 2,246.40	\$ 1.80	\$ 2,995.20
16	16	MULCHING	EA	6	\$ 500.00	\$ 3,000.00	\$ 581.30	\$ 3,481.30
17	17	ADJUST MANHOLE CASTING IN ASPHALT PAVEMENT	EA	1	\$ 150.00	\$ 150.00	\$ 70.80	\$ 70.80
18	18	ADJUST TYPE 24" INLET CASTING	EA	1	\$ 150.00	\$ 150.00	\$ 153.40	\$ 153.40
19	19	ADJUST TYPE 72" INLET CASTING	EA	1	\$ 500.00	\$ 500.00	\$ 552.50	\$ 552.50
20	20	ADJUST VALVEBOX IN ASPHALT PAVEMENT	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,859.80	\$ 1,859.80
21	21	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,859.80	\$ 1,859.80
TOTAL OF ALL CONSTRUCTION							\$ 339,486.75	\$ 340,999.10

8/23/2013
 True Tabulations Of Bids
 There were 1 Bids Received and 0 Bids Rejected
 Opinion of cost reflects revisions in Addendum #2
 Opinion of cost revised 7/22/13 was \$327,328.00
 Project Manager's Signature
 Date: 8/26/2013

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Award of Bids for Street Improvement District 177, Project 2012-22 (Meadows 6th Addition).

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MEADOWS 6TH ADDITION STREET IMPROVEMENT PROJECT NO. 2012-22 DISTRICT 177
 OPINION OF PROBABLE COST
 REVISED 08/22/13



Item No.	Spec Section	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	SP	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
2	SP	RELOCATE TYPE III BARRICADES	EA	2	\$ 100.00	\$ 200.00
3	302	SUBGRADE PREPARATION	SY	4,967	\$ 3.00	\$ 14,901.00
4	401	CLASS 5 BASE COURSE	TON	1,539	\$ 26.00	\$ 40,014.00
5	401	2.5" AC BASE COURSE (CLASS 29)	TON	598	\$ 85.00	\$ 50,830.00
6	401	2" AC SURFACE COURSE (CLASS 29)	TON	478	\$ 85.00	\$ 40,630.00
7	401	PG 58-28 ASPHALT CEMENT (6.0%)	TON	65	\$ 650.00	\$ 42,250.00
8	402	BITUMINOUS TACK COAT	GAL	430	\$ 2.50	\$ 1,075.00
9	403	BITUMINOUS SEAL COAT	SY	4,302	\$ 2.50	\$ 10,755.00
10	403	BLOTTER SAND	TON	4	\$ 20.00	\$ 80.00
11	501	STANDARD CURB & GUTTER	LF	1,880	\$ 20.00	\$ 37,600.00
12	601	ADA CURB RAMP TYPE 1304 C1	SF	100	\$ 27.00	\$ 2,700.00
13	1001	TYPE B STREET LIGHT UNIT	EA	7	\$ 6,000.00	\$ 42,000.00
14	1001	2 - INCH CONDUIT - PVC LAID IN TRENCH	LF	137	\$ 5.00	\$ 685.00
15	1001	TRENCHING - 27 INCH DEPTH	LF	1,108	\$ 2.25	\$ 2,493.00
16	1001	#2 AWG RHW	LF	3,597	\$ 5.00	\$ 17,985.00
17	1001	#4 AWG GROUND	LF	1,245	\$ 1.75	\$ 2,178.75
18	1100	STREET NAME POST WITH 4 SIGNS	EA	1	\$ 450.00	\$ 450.00
19	1201	TOPSOILING	CY	185	\$ 20.00	\$ 3,700.00
20	1202	SEEDING CLASS III	SY	1,664	\$ 1.25	\$ 2,080.00
21	1204	MULCHING	SY	1,664	\$ 1.25	\$ 2,080.00
22	1206	ADJUST MANHOLE CASTING IN ASPHALT PAVEMENT	EA	6	\$ 500.00	\$ 3,000.00
23	1206	ADJUST TYPE 24" INLET CASTING	EA	1	\$ 150.00	\$ 150.00
24	1206	ADJUST TYPE 72" INLET CASTING	EA	1	\$ 150.00	\$ 150.00
25	1206	ADJUST VALVEBOX IN ASPHALT PAVEMENT	EA	1	\$ 500.00	\$ 500.00
26	1211	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
SUB-TOTAL CONSTRUCTION COST						\$ 339,486.75
CONTINGENCY (5%)						\$ 16,974.34
TOTAL ESTIMATED CONSTRUCTION COST						\$ 356,461.09

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. The Client assumes all liability if using this Probable Construction Cost for determining project feasibility or securing project funding/financing.

Board of City Commissioners

Agenda Documentation

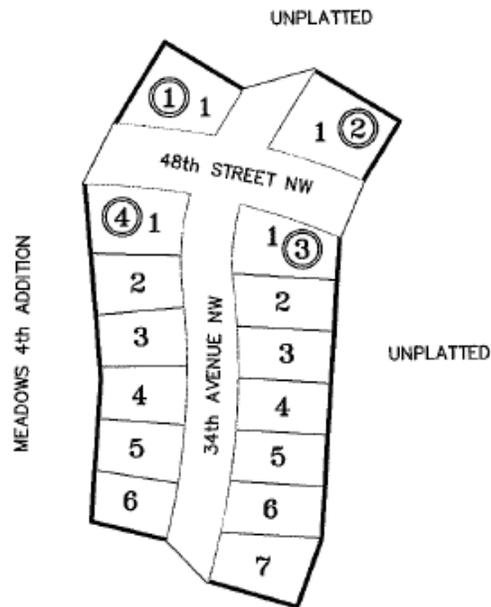
Meeting Date: September 3, 2013

Subject: Award of Bids for Street Improvement District 177, Project 2012-22 (Meadows 6th Addition).

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SPECIAL ASSESSMENT DISTRICT MEADOWS 6TH ADDITION CITY OF MANDAN STREET IMPROVEMENT EXHIBIT

BENEFITTING PROPERTIES:
BLOCKS 1-4 OF MEADOWS 6TH ADDITION



200 0 200 400
scale 1"=200' feet

Kadmas
Lee &
Jackson

Engineers Surveyors
Planners

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Award of Bids for Street Improvement District 177, Project 2012-22 (Meadows 6th Addition).

Page 5 of 5

RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 177

(Project No. 2012-22)

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

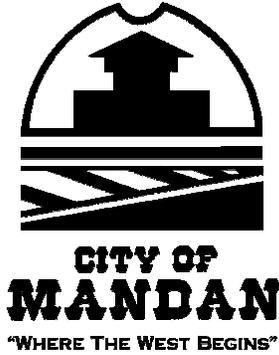
1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 177 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Northern Improvement Company whose bid provides for the construction of said improvement at a total estimated base price of \$340,999.10.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 3rd day of September, 2013

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 27, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Engineering & Planning Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider award of bids for Street Improvement District No. 179, Project 2013-10(Meadow Ridge 3rd Addition).

STATEMENT/PURPOSE: This is a review and possible award of bids for Street Improvement District No. 179, Project 2013-10 (Meadow Ridge 3rd Addition).

BACKGROUND/ALTERNATIVES: Bids were received on August 26 for the project and Tand Construction LLC was the low bidder. The bid amount was \$334,275.00. The original Engineer's estimate was \$326,413.00. The bid is 2.4% higher than the Engineer's estimate.

ATTACHMENTS:

1. Bid Tabulation
2. Engineer's Estimate
3. District Map
4. Resolution to Award Bid

FISCAL IMPACT: The Project will be paid for by special assessments from the benefiting properties within the District. The construction cost of the project is \$334,275.00 plus the engineering and administrative cost of \$116,996.25 totaling \$451,271.25. The special assessments will be assessed per number of units. Some of these lots will have twin homes, while others will have 3 or 4 units on them. There will be approximately 30 units receiving approximately \$15,042.38.

STAFF IMPACT: Minimal

LEGAL REVIEW: These documents have been forwarded to the City Attorney for his review.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Award of Bids for Street Improvement District 179, Project 2013-10 (Meadow Ridge 3rd Addition).

Page 2 of 6

RECOMMENDATION: I would recommend awarding the project.

SUGGESTED MOTION: I move to award the bid to Northern Improvement Company as the low bidder of Street Improvement District 179 Project 2013-10 in the amount of \$334,275.00.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Award of Bids for Street Improvement District 179, Project 2013-10 (Meadow Ridge 3rd Addition).

Page 3 of 6

BID TAB
MEADOW RIDGE 3RD ADDITION
STREET IMP. DISTRICT NO. 179
CITY PROJECT NO. 2013-10
TECO #2189
August 26, 2013

SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	ENGINEERS ESTIMATE	UNIT PRICE	TAND CONSTRUCTION	UNIT PRICE	NORTHERN IMP. CO.
202-4.1	UNCLASSIFIED EXCAVATION	CY	750	\$ 10.00	\$ 7,500.00	\$ 12.00	\$ 9,000.00	\$ 16.41	\$ 12,307.50
203-3.1	WATERING	M GAL	15	\$ 15.00	\$ 225.00	\$ 10.00	\$ 150.00	\$ 14.40	\$ 216.00
204-3.1	SUBGRADE PREPARATION	SY	4500	\$ 3.00	\$ 13,500.00	\$ 3.50	\$ 15,750.00	\$ 3.10	\$ 13,950.00
205-3.1	SILT FENCE	LF	100	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00	\$ 10.79	\$ 1,079.00
205-3.3	WEIGHTED FIBER ROLL	LF	200	\$ 12.00	\$ 2,400.00	\$ 10.00	\$ 2,000.00	\$ 6.43	\$ 1,286.00
302-4.1	STABILIZED GRAVEL BASE	TON	1400	\$ 28.00	\$ 39,200.00	\$ 24.00	\$ 33,600.00	\$ 35.00	\$ 46,200.00
304-6.1B	JAC STABILIZED BASE (CLASS B 12-1/2")	TON	575	\$ 105.00	\$ 60,375.00	\$ 111.00	\$ 63,825.00	\$ 104.00	\$ 59,800.00
401-6.2B	JAC SURFACE COURSE (CLASS B)2"	TON	460	\$ 105.00	\$ 48,300.00	\$ 111.00	\$ 51,060.00	\$ 104.00	\$ 47,840.00
402-4.2	BITUMINOUS TACK COAT	GAL	210	\$ 3.00	\$ 630.00	\$ 3.00	\$ 630.00	\$ 2.21	\$ 454.10
403-4.1	BITUMINOUS SEAL COAT	SY	4045	\$ 3.00	\$ 12,135.00	\$ 3.00	\$ 12,135.00	\$ 3.28	\$ 13,267.60
603-5.3	STANDARD CURB & GUTTER	LF	1932	\$ 19.00	\$ 36,708.00	\$ 18.50	\$ 35,742.00	\$ 19.72	\$ 38,099.04
802-4.3	18" RCP STORM SEWER PIPE	LF	78	\$ 70.00	\$ 5,460.00	\$ 100.00	\$ 7,800.00	\$ 80.40	\$ 6,271.20
802-4.5	24" RCP STORM SEWER PIPE	LF	149	\$ 80.00	\$ 11,920.00	\$ 120.00	\$ 17,880.00	\$ 95.70	\$ 14,259.30
802-4.7	30" RCP STORM SEWER PIPE	LF	41	\$ 90.00	\$ 3,690.00	\$ 135.00	\$ 5,535.00	\$ 126.00	\$ 5,166.00
801-4.60	BEDDING MATERIAL	TON	130	\$ 18.00	\$ 2,340.00	\$ 16.00	\$ 2,080.00	\$ 36.00	\$ 4,680.00
802-4.5	30" RCP FLARED END SECTION	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 7,290.00	\$ 7,290.00
1201-4.1	4" TOPSOILING TO INCLUDE SEEDING & HYDROMULCH	Acre	1.1	\$ 25,000.00	\$ 27,500.00	\$ 18,000.00	\$ 19,800.00	\$ 32,256.00	\$ 35,481.60
1205-4.2	60" CONCRETE MANHOLE (STORM)	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 5,500.00	\$ 11,000.00	\$ 7,170.00	\$ 14,340.00
1205-4.8	TYPE 72" INLET	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 4,000.00	\$ 8,000.00	\$ 7,230.00	\$ 14,460.00
1205-4.9	TYPE 108" INLET	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 5,200.00	\$ 10,400.00	\$ 10,950.00	\$ 21,900.00
1206-4.1	ADJ MANHOLE CASTING	EA	5	\$ 450.00	\$ 2,250.00	\$ 500.00	\$ 2,500.00	\$ 481.08	\$ 2,405.40
1206-4.19	ADJUST VALVE BOX-UNPAVED AREA	EA	10	\$ 400.00	\$ 4,000.00	\$ 400.00	\$ 4,000.00	\$ 297.53	\$ 2,975.30
1206-4.7	ADJUST INLET CASTING ALL SIZES	EA	4	\$ 700.00	\$ 2,800.00	\$ 300.00	\$ 1,200.00	\$ 96.40	\$ 393.60
SP8	STREET NAME SIGN 1 POST	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 414.00	\$ 828.00
SP9	ROAD CLOSED, BARRICADE	EA	1	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00	\$ 720.00	\$ 720.00
SP12	EROSION CONTROL BLANKET	SY	192	\$ 15.00	\$ 2,880.00	\$ 14.00	\$ 2,688.00	\$ 7.20	\$ 1,382.40
SP13	RELAY EXISTING STORM SEWER PIPE	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,996.90	\$ 12,996.90
	TOTALS				\$ 326,413.00		\$ 334,275.00		\$ 379,998.94

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Award of Bids for Street Improvement District 179, Project 2013-10 (Meadow Ridge 3rd Addition).

Page 4 of 6

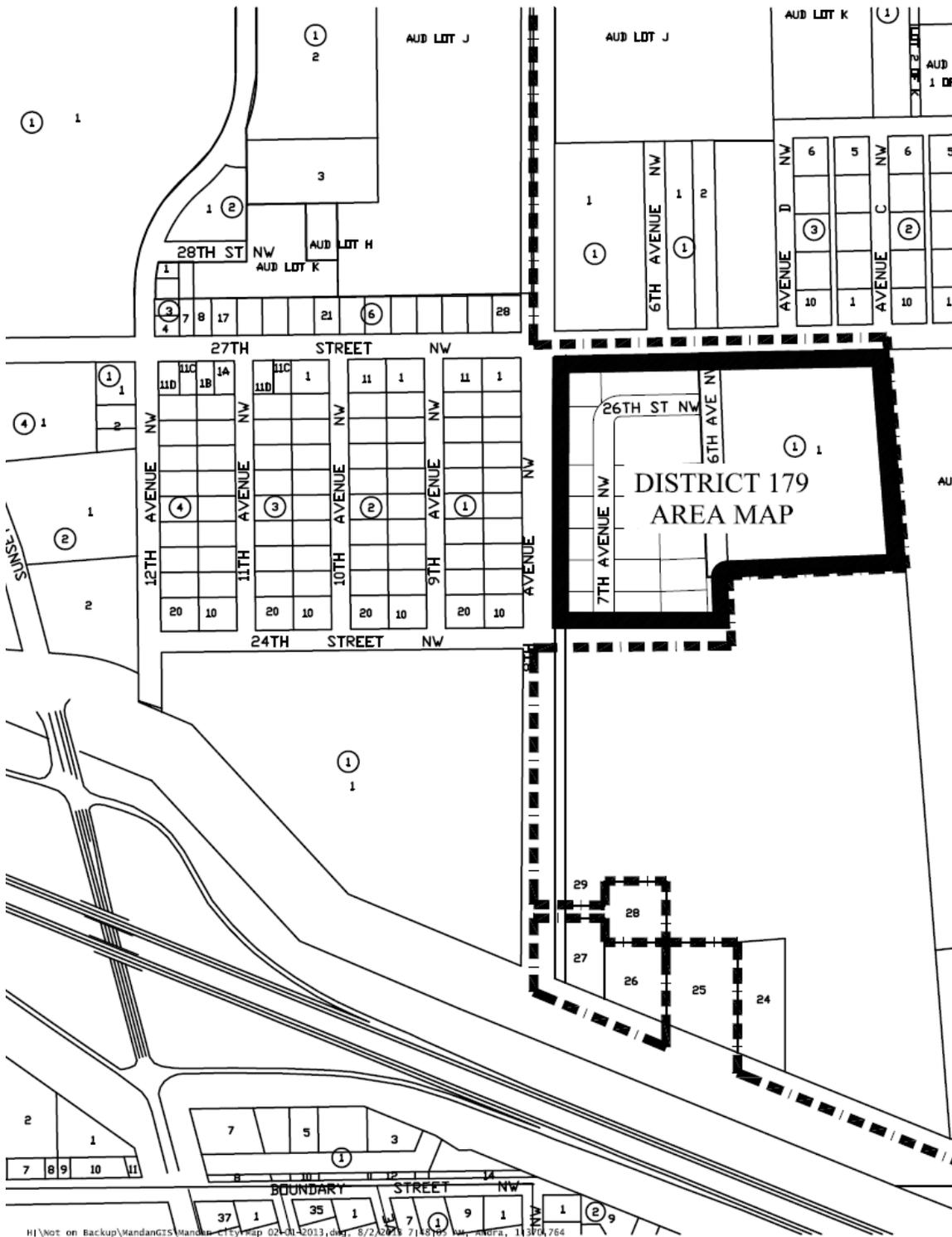
ENGINEER'S ESTIMATE
 MEADOW RIDGE 3RD ADDITION
 STREET IMP. DISTRICT NO. 179
 CITY PROJECT NO. 2013-10
 TECO #2189

SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL
202-4.1	UNCLASSIFIED EXCAVATION	CY	750	\$ 10.00	\$ 7,500.00
203-3.1	WATERING	M GAL	15	\$ 15.00	\$ 225.00
204-3.1	SUBGRADE PREPARATION	SY	4500	\$ 3.00	\$ 13,500.00
205-3.1	SILT FENCE	LF	100	\$ 10.00	\$ 1,000.00
205-3.3	WEIGHTED FIBER ROLL	LF	200	\$ 12.00	\$ 2,400.00
302-4.1	STABILIZED GRAVEL BASE	TON	1400	\$ 28.00	\$ 39,200.00
304-6.1B	AC STABILIZED BASE (CLASS B)2-1/2"	TON	575	\$ 105.00	\$ 60,375.00
401-6.2B	AC SURFACE COURSE (CLASS B)2"	TON	460	\$ 105.00	\$ 48,300.00
402-4.2	BITUMINOUS TACK COAT	GAL	210	\$ 3.00	\$ 630.00
403-4.1	BITUMINOUS SEAL COAT	SY	4045	\$ 3.00	\$ 12,135.00
603-5.3	STANDARD CURB & GUTTER	LF	1932	\$ 19.00	\$ 36,708.00
802-4.3	18" RCP STORM SEWER PIPE	LF	78	\$ 70.00	\$ 5,460.00
802-4.5	24" RCP STORM SEWER PIPE	LF	149	\$ 80.00	\$ 11,920.00
802-4.7	30" RCP STORM SEWER PIPE	LF	41	\$ 90.00	\$ 3,690.00
801-4.60	BEDDING MATERIAL	TON	130	\$ 18.00	\$ 2,340.00
802-4.5	30" RCP FLARED END SECTION	EA	1	\$ 2,000.00	\$ 2,000.00
1201-4.1	4" TOPSOILING TO INCLUDE SEEDING & HYDROMULCH	Acre	1.1	\$ 25,000.00	\$ 27,500.00
1205-4.2	60" CONCRETE MANHOLE (STORM)	EA	2	\$ 6,000.00	\$ 12,000.00
1205-4.8	TYPE 72" INLET	EA	2	\$ 4,500.00	\$ 9,000.00
1205-4.9	TYPE 108" INLET	EA	2	\$ 6,000.00	\$ 12,000.00
1206-4.1	ADJ MANHOLE CASTING	EA	5	\$ 450.00	\$ 2,250.00
1206-4.19	ADJUST VALVE BOX-UNPAVED AREA	EA	10	\$ 400.00	\$ 4,000.00
1206-4.7	ADJUST INLET CASTING ALL SIZES	EA	4	\$ 700.00	\$ 2,800.00
SP8	STREET NAME SIGN 1 POST	EA	2	\$ 500.00	\$ 1,000.00
SP9	ROAD CLOSED, BARRICADE	EA	1	\$ 600.00	\$ 600.00
SP12	EROSION CONTROL BLANKET	SY	192	\$ 15.00	\$ 2,880.00
SP13	RELAY EXISTING STORM SEWER PIPE	LS	1	\$ 5,000.00	\$ 5,000.00

TOTAL CONSTRUCTION= \$ 326,413.00

Legal, Administration, Engineering, and Contingency= \$97,923.90

GRAND TOTAL= \$424,336.90



RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 179
(Project No. 2013-10)

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

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 179 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Tand Construction LLC whose bid provides for the construction of said improvement at a total estimated base price of \$334,275.00.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 3rd day of September, 2013

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 28, 2013
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER:
SUBJECT: Water Meter Improvements Project

STATEMENT/PURPOSE:

Consider Professional Services Agreement with Advanced Engineering and Environmental Services for the Water Meter Improvements Project.

BACKGROUND/ALTERNATIVES:

With Board of City Commission approval, the Meter Reading Department began replacing old Water Meters/MXUs in 2002. Since then, approximately 2,750 old Water Meters/MXUs have been replaced by the Department. However, due to the lack of consistency and efficiency, the City is now in the process of establishing a water meter/reading replacement strategy for its existing water meter/reading program. The City currently has approximately 6,500 water meters ranging in size from 5/8" to 6" in diameter. The City uses its water meter readings to bill its customers for water and sewer usage on a monthly basis.

On July 18, 2013, Advanced Engineering and Environmental Services completed a review evaluating the water meter/reading inventory to provide a recommended water meter/reading upgrade and possible replacement strategy. The purpose of the study was to bring consistency and efficiency to the City's water meter reading and billing system by identifying incompatible radio read technology and outdated water meters. A practical approach includes integrating all metered users into a single, consistent data collection system by replacing old water meter/reading assemblies with new, compatible components and incorporating the data into the current or new billing software.

On August 20, 2013, Advanced Engineering and Environmental Services presented the recommendations from the Technical Memorandum to Board of City Commissioners. The Board approved the recommendations and requested to enter into a Professional Services Agreement with Advanced Engineering and Environmental Services on September 3, 2013.

ATTACHMENTS:

- Executive Summary of Technical Memorandum dated July 18, 2013
- August 20, 2013 Presentation
- Professional Services Agreement

FISCAL IMPACT:

Professional Services Agreement = \$187,000 (included in Total Project Cost)

Total Project Cost = Approximately \$2.4M

- \$1.8M was included in the 2013 Budget and the Water and Sewer Base Rates were increased accordingly.
- \$0.6M is included in the 2014 Budget and the Water and Sewer Based Rates will be increased accordingly.
- A Loan application would be completed and submitted to the Drinking Water State Revolving Fund Program to finance the Project.

STAFF IMPACT:

The Finance Department, Meter Reading Department, Public Works Department, and Utility Maintenance Department will continue to meet and monitor the progress of the Project until completion.

LEGAL REVIEW:

Submitted to Malcolm Brown, City Attorney, on August 28, 2013.

RECOMMENDATION:

To approve the Professional Services Agreement with Advanced Engineering and Environmental Services for the Water Meter Improvements Project.

SUGGESTED MOTION:

Move to approve the Professional Services Agreement with Advanced Engineering and Environmental Services for the Water Meter Improvements Project.



City of Mandan Water Meter Improvements Executive Summary of July 18, 2013 Technical Memorandum

The City of Mandan requested that AE2S provide assistance in helping to select and implement upgrades to its existing water meter program. This assistance included new water meter assemblies and methods for improved monthly data collection. Water meter assemblies consist of two main parts: the meter which measures the quantity of water consumed by a user; and the MXU, a device, usually radio transmitting, which communicates the data measured by the meter to the meter reader, either a person reading the MXU visually or, more commonly, an electronic receiver. This executive summary condenses the findings expressed in greater detail in the Technical Memorandum, dated July 18, 2013.

The City provided AE2S a spreadsheet document cataloguing all of its meter assemblies. This spreadsheet was analyzed by sorting data to determine the total numbers, varieties, and ages of meter assemblies. The City's existing system is comprised of approximately 6,500 meters ranging in size from 5/8" to 6". Additionally, the City currently utilizes several meter reading methods to fully collect its data on a monthly basis. These methods include visual readings, touch-pad technology, and radio receivers. With knowledge of the existing meter assemblies, AE2S began to develop alternative solutions which meet the City's goal of a standardized and efficient water meter reading and billing system. In general, two applicable meter reading systems exist: a fixed network system and a drive-by system. Fixed network systems read data on demand through a series of fixed radio receiver towers located at strategic points throughout the city and communicate that data to a central computer located within city offices. Drive-by systems require city staff to traverse the city by vehicle with a radio receiving device to collect data from meter assemblies. Both options are available through *Sensus* and *Neptune Technology Group*. Options from both companies are proposed since each manufactured a significant quantity of meters the City already utilizes in its water meter program. Moving forward with an upgrade strategy supplied by either company allows the city to take advantage of a certain number of compatible meter assemblies already installed throughout its system. AE2S recommends that the city initially upgrade to a drive-by reading system with the contingency that it be upgradable to a true fixed network for possible future improvement.

Additionally, other alternatives recommended for Mandan's water meter program include improvements to the City's data storage capabilities and accounting software. Data associated with an upgrade will likely require more digital storage space either through online data hosting services or through the purchase of new in-office data servers capable of handling the volume of data generated. Upgrading accounting software may also provide more seamless operations between data collection and the management and accounting of said data.

AE2S's recommendations for meter assemblies range in price from \$2.3M to \$2.4M; drive-by reading systems cost \$20,000 to \$35,000 compared to \$300K to \$600K-plus for a fixed network system. Data storage servers run between \$40K and \$55K.





Finally, the proposed project schedule, presented below, projects bidding in spring 2014 and completion in fall 2014.

Mandan Water Meter Improvements - Schedule of Project Activities

City Commission Receives Recommendations	August 20, 2013
Professional Services Agreement Authorization	September 3, 2013
Project Kickoff Meeting	September 17, 2013
Vendor Presentations Complete	October 1, 2013
Preliminary Engineering Complete	November 1, 2013
Final Engineering Review & EOC	December 1, 2013
Authorization to bid	December 17, 2013
AFB to Mandan News	January 6, 2014
Advertisement	January 10, 2014
Bid Opening	February 5, 2014
Bid Recommendations to Commission	February 12, 2014
Notice of Award	February 19, 2014
Notice to Proceed	March 15, 2014
Start Construction	April 1, 2014
End Construction	October 15, 2014





City of Mandan Water Meter Improvements

Ken Weber, PE



**CITY OF
MANDAN**

August 20, 2013



Existing System

- Approx. 6,500 Water Meter Assemblies
 - Size: 5/8” - 6” meters
 - 4,200 new meters installed since 2002
 - Multiple Meter Reading Methods
 - Visual
 - Touch-pad
 - Radio Receivers
- Related Issues
 - Inefficient data management
 - Increased labor costs





Proposed Meter Improvements

- Possible Meter Solutions

- Sensus:

- 2400 new meter-assemblies (Meter and MXU)
 - 3900 new MXU's
 - Cost: approx. \$2,300,000

- Neptune Technology Group

- 2400 new meter-assemblies
 - 4200 new MXU's
 - Cost: approx. \$2,400,000

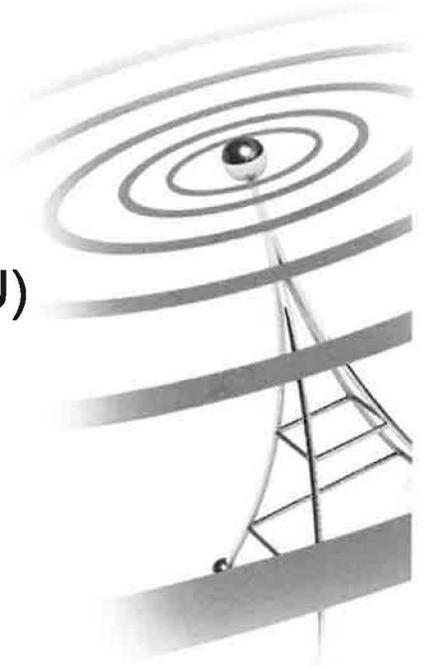
Recommended vendor presentations to provide more information





Data Collection Alternative #1

- Fixed Network System
 - Fixed radio receiver towers
 - Relay data directly to computer in office
 - Real-time data readings
 - On-demand
 - Troubleshooting
 - Tampering to meter-assembly (Meter or MXU)
- **Cost:** \$300,000 to \$650,000





Data Collection Alternative #2

- Drive-by System
 - Expedient monthly collection
 - Mobile Radio Receiver collects data from in-house assemblies as staff traverse city in vehicle.
 - One day/month to collect all data
- **Cost: \$20,000 to \$35,000**





Additional Considerations

- Data Storage
 - Onsite or offsite options
 - Estimated Costs of \$40,000 - \$50,000
- Updated Accounting Software
 - May provide more seamless operations between data collection and management





Recommendations

- Standardize Water Meters
 - Replace outdated meters
 - Install MXU's where needed
 - Costs estimated at \$2.3M to \$2.4M
- Implement Drive-by Data Collection System
 - Fixed based system may make more sense in future
 - Estimated Costs \$20,000 - \$35,000
- Vendor Presentations





Project Schedule

Mandan Water Meter Improvements - Schedule of Project Activities

City Commission Receives Recommendations	August 20, 2013
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Bid Recommendations to Commission	February 12, 2014
NOA	February 19, 2014
NTP	March 15, 2014
Start Construction	April 1, 2014
End Construction	October 15, 2014

QUESTIONS

A large, bold, black sans-serif font word 'QUESTIONS' is centered on a white background. A magnifying glass is positioned over the word, with its lens covering the letters 'ESTIO' and its handle extending towards the top right. The magnifying glass has a black frame and a black handle with a white grip section. The word 'QUESTIONS' is written in a very large, bold, black sans-serif font.



August 27, 2013

To the President and Commission
of the Mandan Board of City Commissioners
c/o Jim Neubauer, City Administrator
205 2nd Avenue NW
Mandan, ND 58554

Re: Water Meter Improvements

Dear Mr. Neubauer:

Thank you for the continued opportunity to provide professional engineering services to the City of Mandan.

We respectfully request your inclusion of this engineering attached engineering agreement on the September 3, 2013, City Commission Meeting Agenda. The intent of this proposal and agreement is to provide an opportunity for the City to utilize AE2S services as they relate to preliminary engineering, final design, bidding, construction, I&C, post-construction, funding, and community outreach phases of the Water Meter Improvements project. Proposed improvements include replacing 2,400 meters, installing 6,200 radio units, a drive by radio read system and data storage. Funding for this project is intended to be provided through the DWSRF program. The project was previously included on the Intended Use Plan and a loan application will be made pending approval of this agreement.

If the agreement is acceptable please sign both copies of the attached agreement, keep one for the City's records and return one to our office for our records.

Once again, thank you for this opportunity! Should you have any questions concerning the information provided herein, please don't hesitate to call us at 701-221-0530.

Submitted In Service,

AE2S

Kenneth J. Weber, PE
Project Manager

Cc: Greg Welch, Finance Director,
Jeff Wright, Public Works Director

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 3, 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 Water Meter 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.

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. 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. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to 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, "2013 Hourly Fee and Expense Schedule" consisting of one page.

D. Exhibit D, **Not Used.**

E. Exhibit E, "Project Description", consisting of four 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 12 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):

Greg Welch

Title: Director of Finance

Phone Number: (701) 667-3213

Facsimile Number: (701) 667-3223

E-Mail Address: gwelch@cityofmandan.com

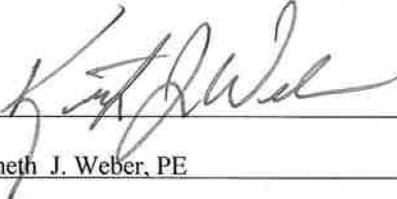
ENGINEER:

Russell Sorenson, PE (AE2S)

By: 

Title: Regional Manager

Date Signed: 8-27-13

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 September 3, 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 1 -- 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 one (1).

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).* **Not Used**

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.

A1.09 Community Outreach Assistance Phase

- A. Upon authorization from the OWNER, ENGINEER, during the Preliminary Design, Final Design, and Construction Phases, shall:
 - 1. Provide services for preparation of graphics and art based mailing items as outlined in Exhibit E.

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 September 3, 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 September 3, 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:

Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

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.

C4.01 *For Basic Services*

A. OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A as follows:

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 1 of Exhibit C.

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.

C4.03 *For Required Additional Services*

Not Used.

3. The total compensation for services under Paragraph C4.01 is \$187,000.00 based on the following assumed distribution of compensation.

- a. Preliminary Design Phase \$ 32,000.00
- b. Design Phase \$ 60,000.00
- c. Bidding Phase \$ 12,000.00
- d. Construction Phase \$ 40,000.00
- e. Post Construction Phase \$ 15,000.00
- f. I&C Services \$ 8,500.00
- g. Funding Assistance \$ 9,500.00
- h. Community Outreach \$ 10,000.00

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

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 September 3, 2013.

2013 AE2S HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates		Financial Analyst I	\$74.00
Engineer I	\$94.00	Financial Analyst II	\$88.00
Engineer II	\$108.00	Financial Analyst III	\$104.00
Engineer III	\$132.00	Financial Analyst IV	\$116.00
Engineer IV	\$150.00	Financial Analyst V	\$132.00
Engineer V	\$165.00	Financial Analyst VI	\$150.00
Engineer VI	\$188.00	Financial Analyst VII	\$164.00
Engineer VII	\$198.00	Financial Analyst VIII	\$180.00
Engineer VIII	\$206.00		
		Administrative I	\$50.00
Program Coordinator	\$150.00	Administrative II	\$62.00
Project Manager I	\$156.00	Administrative III	\$72.00
Project Manager II	\$180.00	Administrative IV	\$84.00
Technical Expert I	\$215.00	Administrative V	\$92.00
Technical Expert II	\$230.00		
Technical Expert III	Negotiable	Intern I	\$42.00
		Intern II	\$48.00
I&C Technician I	\$86.00	Intern III	\$52.00
I&C Technician II	\$96.00	Intern IV	\$58.00
I&C Technician III	\$110.00	Intern V	\$68.00
I&C Technician IV	\$120.00		
I&C Technician V	\$132.00	Reimbursable Expense Rates	
I&C Technician VI	\$140.00	Transportation	\$0.65/mile
I&C Technician VII	\$148.00	Survey Vehicle	\$0.70/mile
		Service Vehicle - 1 Ton	\$1.00/mile
Land Surveyor I	\$87.00	Air Transportation	\$1,600/hour
Land Surveyor II	\$102.00	Photocopies 8½" x11"	\$0.10/copy
Land Surveyor III	\$112.00	Plots – Color Bond	\$1.25/s.f.
Land Surveyor IV	\$126.00	Plots – Monochrome Bond/Vellum	\$0.75/s.f.
Land Surveyor V	\$138.00	Plots – Film/Photo High Gloss	\$2.00/s.f.
Land Surveyor VI	\$160.00	Digital Imaging	\$10.00/day
		Laser Printouts 8½" x11"	\$0.20/page
Engineering Technician I	\$56.00	Color Laser Printouts/Copies 8½" x11"	\$0.68/page
Engineering Technician II	\$72.00	Fax	\$0.40/page
Engineering Technician III	\$86.00	Projector	\$25.00/hour
Engineering Technician IV	\$100.00	Total Station – Robotic	\$35.00/hour
Engineering Technician V	\$114.00	Pro-XR GPS	\$15.00/hour
Engineering Technician VI	\$128.00	Fast Static/RTK GPS	\$50.00/hour
Engineering Technician VII	\$140.00	3D Laser Scanner	\$100.00/hour
		Solar Mite	\$50.00/hour
GIS Specialist I	\$72.00	Survey Monument	\$5.00/each
GIS Specialist II	\$90.00	Fence Posts	\$8.00/each
GIS Specialist III	\$106.00	Survey Lath	\$22.00/bundle
GIS Specialist IV	\$120.00	Survey Stakes/Hubs	\$13.00/bundle
GIS Specialist V	\$138.00	All Terrain Vehicle/Boat	\$100.00/day
GIS Specialist VI	\$156.00	Hydrant Pressure Recorders	\$10.00/day
		Telemetry Radio	\$10.00/day
Marketing Consultant I	\$72.00	Pressure Recorder	\$5.00/day
Marketing Consultant II	\$90.00	Pump Station Monitor	\$24.00/day
Marketing Consultant III	\$108.00	Area Velocity Module	\$30.00/day
Marketing Consultant IV	\$124.00	Rain Gauge	\$12.00/day
Marketing Consultant V	\$140.00	I&C Supplies	\$10.00/unit
		Lab Testing Equipment	\$500.00/day
Senior Consultant	\$180.00	Thermal Imaging Camera	\$300.00/day
Corporate Legal Counsel	\$186.00	Power Quality Analyzer	\$500.00/week
		Process Calibration Instrument	\$200.00/day
Communications Specialist I	\$76.00	Portable Oscilloscope	\$125.00/day
Communications Specialist II	\$88.00	Antenna Watt-Meter	\$50.00/day
Communications Specialist III	\$100.00	In-house Lodging	\$150.00/day
Communications Specialist IV	\$120.00	Outside Services* cost *1.15	
Communications Specialist V	\$132.00	Out of Pocket Expenses** cost*1.15	
		Rental Car cost*1.20	
IT I	\$86.00	* Includes laboratory testing, architectural and engineering consultants, surveying, etc.	
IT II	\$105.00	** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.	
IT III	\$120.00		
IT IV	\$136.00		
IT Manager	\$154.00		

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

This is **EXHIBIT E**, consisting of five pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated September 3, 2013.

Project Description

The project consists of replacing approximately 2,400 water meters, 6,200 radio communication devices, implementation of a standardized data collection system and the addition of data storage/management system. 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. Existing System Analysis
 - a. Conduct sample spot checks of existing meter installations:
 - Coordinate with City Staff for location selection
 - Review existing meter inventory
3. Vendor/Supplier Coordination
 - a. Develop project parameters with City Staff and potential system vendors
 - Conduct individual vendor meetings to review system features
 - Host vendor presentations for system and project design features
 - Meet with City Staff to evaluate presentations and identify desired system features
 - b. Coordinate with City IT personnel as follows:
 - Analysis of existing City network system
 - Determine storage requirements and availability
 - Identify any expansion requirements and determine methods of expansion
 - Determine compatible hardware and software requirements
4. Project Costs and System Options
 - a. Assess and evaluate meter system options:
 - Review details of presentation
 - Develop costs options for City consideration
 - b. Develop long term strategy for meter replacement and maintenance and implement selected components into project scope
 - c. Prepare Technical Memorandum:
 - summarize system components options desired features
 - identify implementation requirements
 - include related cost estimates
 - d. Present Technical Memorandum to City staff:
 - Determine final project features
 - Determine bid strategies
5. Schedule
 - a. Preliminary Engineering deliverables ready on or about November 1, 2013

II. FINAL DESIGN PHASE 040

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

1. Design Elements
 - a. Water Meter replacements
 - b. Water Meter MXU/Radio component replacements
 - c. Data Collection system
 - d. Data Storage System and network interface
2. Design Disciplines
 - a. Process
 - b. Electrical/I&C
3. Plans, Specifications, and Bid Documents – ENGINEER will prepare two sets of plans, specifications, and bid documents for Water Meter Improvements. One set of project documents will include water meters, MXUs, and Data Collection. The Second set of project documents will include computer hardware for data storage and related installation. 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 the 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% Plans and Specifications Review.
 - b. 90% Plans and Specifications Review.
 - c. 100% Plans and Specifications Review.
8. Schedule
 - a. Final Plans and Specifications for design elements shall be completed by December 31, 2013.

III. BIDDING PHASE 050

The Bidding Phase will be conducted as two separate bids for the project and related improvements. Bidding Phase is comprised of the primary tasks identified below:

1. Bidding: ENGINEER will prepare two set of bid documents for and conduct a bid process for each project component as identified above in Phase 040.
2. Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of each Bid component 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 water meter project. ENGINEER to arrange and attend bid opening for the data storage 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 contract.
2. Surveying: No survey support anticipated.
3. Meetings: ENGINEER shall arrange and conduct one Pre-Construction conference as well as monthly project progress meetings the water meter replacement project.
4. Shop Drawing Review: ENGINEER shall administer the submittal process, and provide review of product submittals for each project.
5. Construction Administration: ENGINEER to provide construction administration and limited periodic construction observation, assist with maintenance of records and provide assistance to manage project progress, and potential scope changes, and complete project closeout procedures and Final Inspection and Acceptance for each project.
6. 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.
7. Schedule
 - a. Final completion anticipated on or around December 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. System Networking and Integration: ENGINEER to assist City IT personnel to fully integrate new systems into the existing City computer network. In addition, ENGINEER shall configure database server to interface with City billing/accounting software.
2. Commissioning: Setup, configure, and install all computers installed under the project including required network servers, database servers, and data collection workstation computer.

VII. FUNDING ASSISTANCE PHASE 090

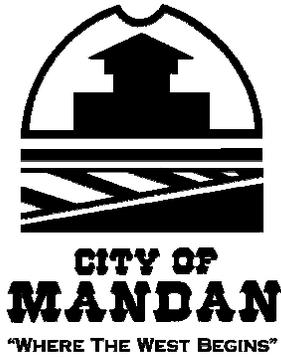
The Funding Assistance Phase is comprised of the primary tasks identified below:

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.

VIII. PUBLIC OUTREACH ASSISTANCE PHASE 100

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

1. Communications
 - a. Develop a communication schedule.
 - b. Coordinate media content with City
 - c. Conduct media tracking (tracks any positive or negative news, comments, etc).
 - d. Five press releases (to traditional media and social media).
 - e. One direct mail piece and one bill stuffer with similar content.
2. Project Support
 - a. Social media support by continued postings during the project to support City goals.
 - b. Develop, design and produce supporting materials, brochures, etc.
 - c. Prepare website information, notices, etc., and submit to City for inclusion on City website.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 27, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider for approval the final Replat of Lots 4B & 5, Block 3, Lakewood Commercial Park 3rd Addition

STATEMENT/PURPOSE: To consider for approval the final Replat of Lots 4B & 5, Block 3, Lakewood Commercial Park 3rd Addition.

BACKGROUND/ALTERNATIVES: Request from Wade Vogel. The Planning & Zoning Commission approved the final plat on August 26, 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 Replat of Lots 4B & 5, Block 3, Lakewood Commercial Park 3rd Addition.

MANDAN PLANNING OFFICE REPORT
August 27, 2013

Applicant: Wade Vogel

Owner: same

Requested Action: final plat approval

Name of Subdivision: Replat of Lot 4B & 5, Block 3, Lakewood Commercial Park 3rd
Addition

Legal Description: Replat of Lot 4B & 5, Block 3, Lakewood Commercial Park 3rd
Addition in Section 6, Township 138N, Range 80W

Location: Shoal Loop SE

Parcel Acreage: 5.42

Number of Blocks: 1 Number of Lots: 11

Existing Land Use: vacant

Proposed Land Use: two-family residential

Adjacent Land Use: two-family and multi-family residential

Existing Zoning: CB (Heavy Commercial)

Proposed Zoning: same

Adjacent Zoning: CB (Heavy Commercial) and MB (Heavy Industrial/Heavy
Commercial)

Fee Required: \$250.00 Date Received: July 3, 2013

Adjacent Property Owner Notification: July 31, 2013

Dates of Legal Notices: August 2 & 9, 2013

Recommendation: The Planning Office recommends approval.

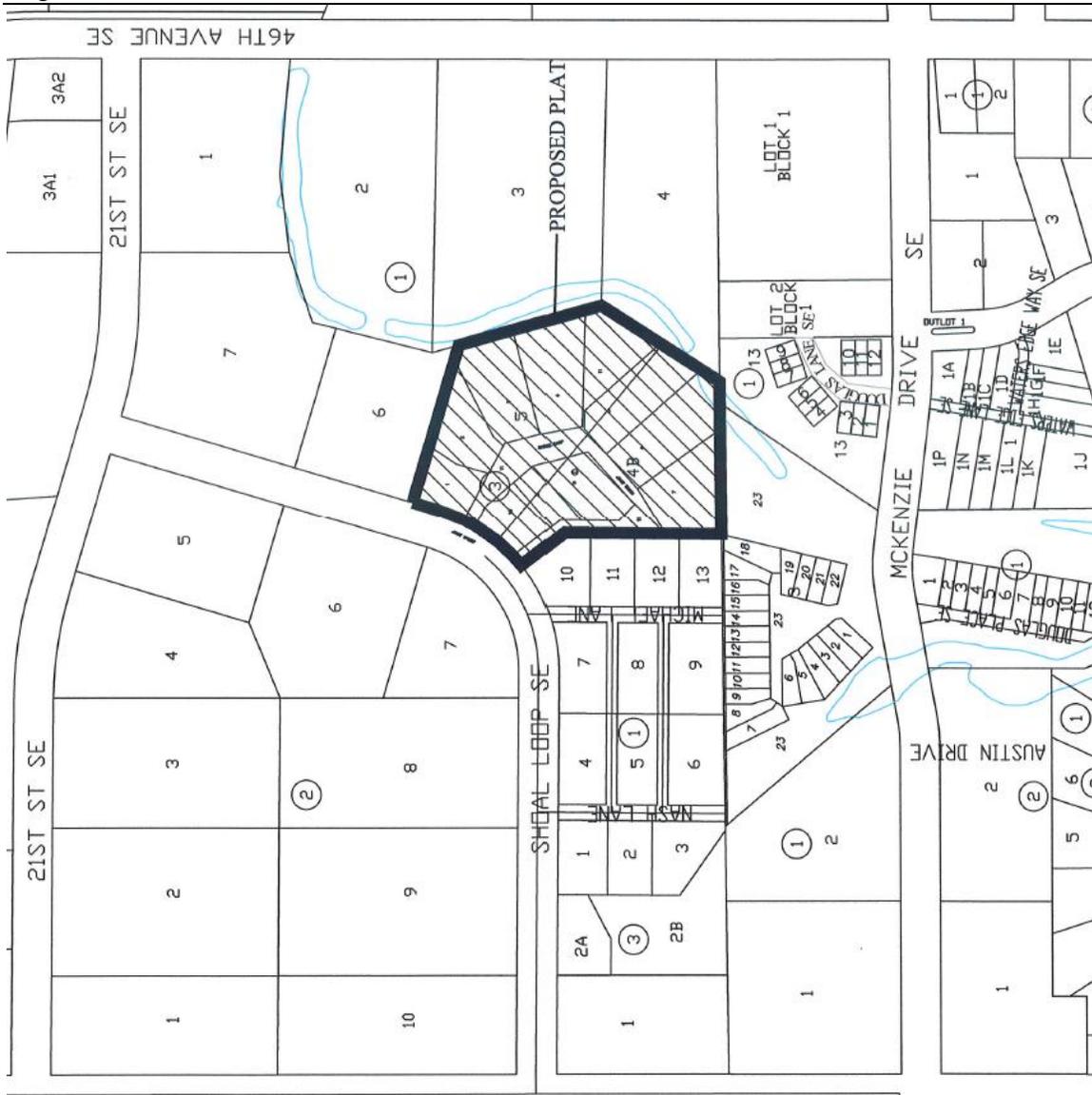
Board of City Commissioners

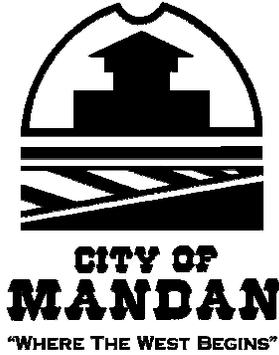
Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the final Replat of Lots 4B & 5, Block 3, Lakewood Commercial Park 3rd Addition.

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Consent No. 3

Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 27, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider for approval the final Replat of Lot 2A, Block 3, Lakewood Commercial Park 3rd Addition

STATEMENT/PURPOSE: To consider for approval the final Replat of Lot 2A, Block 3, Lakewood Commercial Park 3rd Addition.

BACKGROUND/ALTERNATIVES: Request from Andrew Meldahl. The Planning & Zoning Commission approved the final plat on August 26, 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 Replat of Lot 2A, Block 3, Lakewood Commercial Park 3rd Addition.

MANDAN PLANNING OFFICE REPORT
August 27, 2013

Applicant: Andrew Meldahl, Pinnacle Homes Inc.

Owner: same

Requested Action: final plat approval

Name of Subdivision: Replat of Lot 2A, Block 3, Lakewood Commercial Park 3rd
Addition

Legal Description: Replat of Lot 2A, Block 3, Lakewood Commercial Park 3rd
Addition in Section 6, Township 138N, Range 80W

Location: Shoal Loop SE

Parcel Acreage: .36

Number of Blocks: 1 Number of Lots: 4

Existing Land Use: vacant

Proposed Land Use: two-family and multi-family residential

Adjacent Land Use: vacant, two-family and multi-family residential

Existing Zoning: CB (Heavy Commercial)

Proposed Zoning: same

Adjacent Zoning: CB (Heavy Commercial)

Fee Required: \$250.00 Date Received: August 2, 2013

Adjacent Property Owner Notification: August 15, 2013

Dates of Legal Notices: August 9 & 16, 2013

Recommendation: The Planning Office recommends approval.

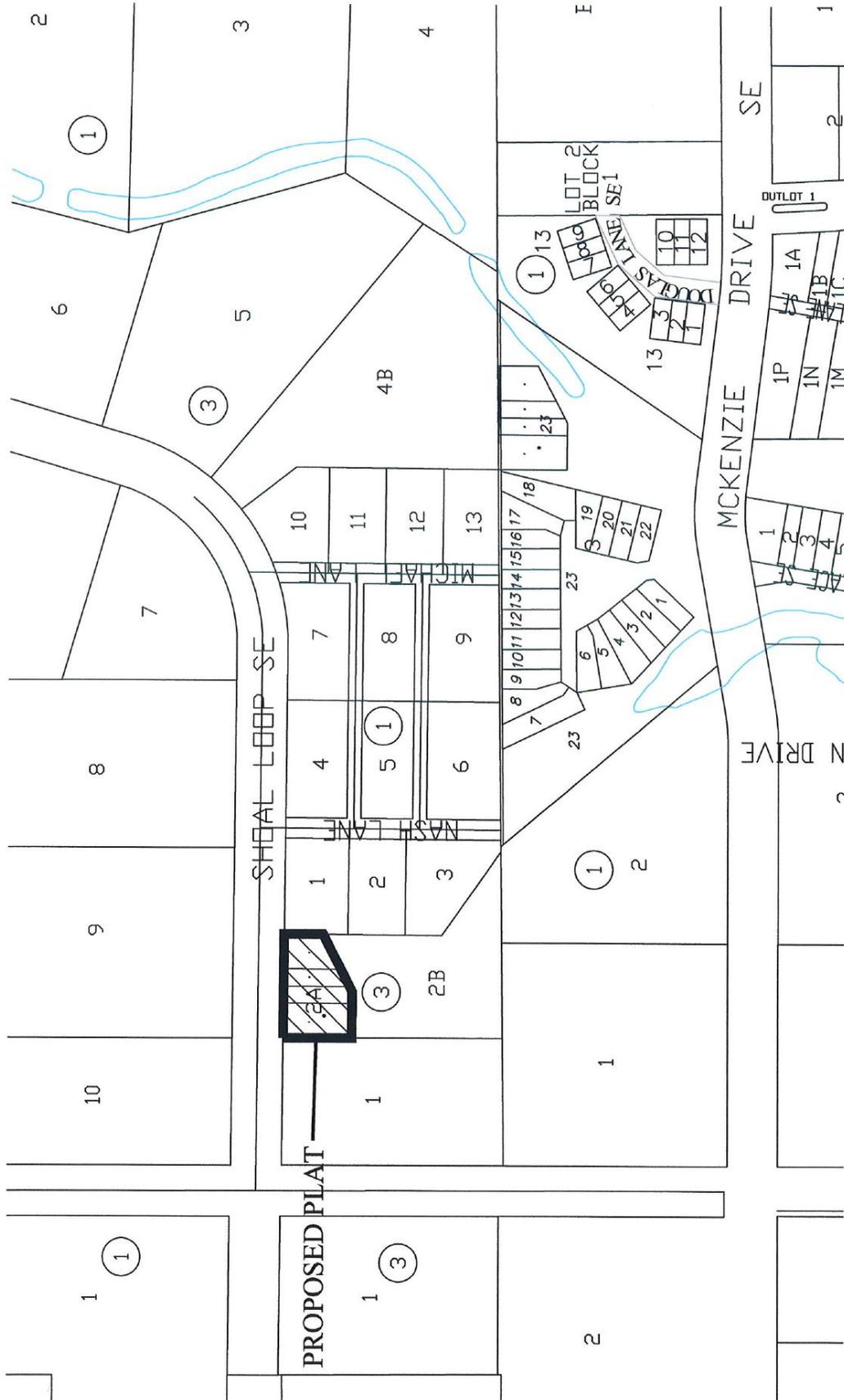
Board of City Commissioners

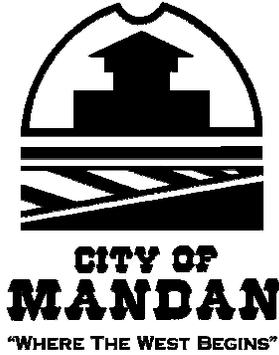
Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the final Replat of Lot 2A, Block 3, Lakewood Commercial Park 3rd Addition.

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Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 27, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider for approval the final plat of Keidel's South Heart Terrace 3rd Addition

STATEMENT/PURPOSE: To consider for approval the final plat of Keidel's South Heart Terrace 3rd Addition.

BACKGROUND/ALTERNATIVES: Request from Keidel Family Limited Partnership. The Planning & Zoning Commission approved the final plat on August 26, 2013. The only concern that the Planning & Zoning Commission had was if 8th Avenue SW was going to be completed as a full width street. The Developer has sent me an email confirming this which I have attached.

ATTACHMENTS:

1. Office Report
2. Final Plat
3. Vicinity Map
4. Verification of 8th Ave. SW

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 Keidel's South Heart Terrace 3rd Addition.

MANDAN PLANNING OFFICE REPORT
August 29, 2013

Applicant: Keidel Family Limited Partnership

Owner: same

Requested Action: final plat approval

Name of Subdivision: Keidel's South Heart Terrace 3rd Addition

Legal Description: Part of Government Lots 3 & 4, Section 3, Township 138N, Range 81W

Location: south side of 19th Street SE

Parcel Acreage: 38.45

Number of Blocks: 5 Number of Lots: 90

Existing Land Use: vacant

Proposed Land Use: single-family residential

Adjacent Land Use: vacant, single-family, two-family and multi-family residential

Existing Zoning: A (Agricultural)

Proposed Zoning: R7 (Single-Family Residential)

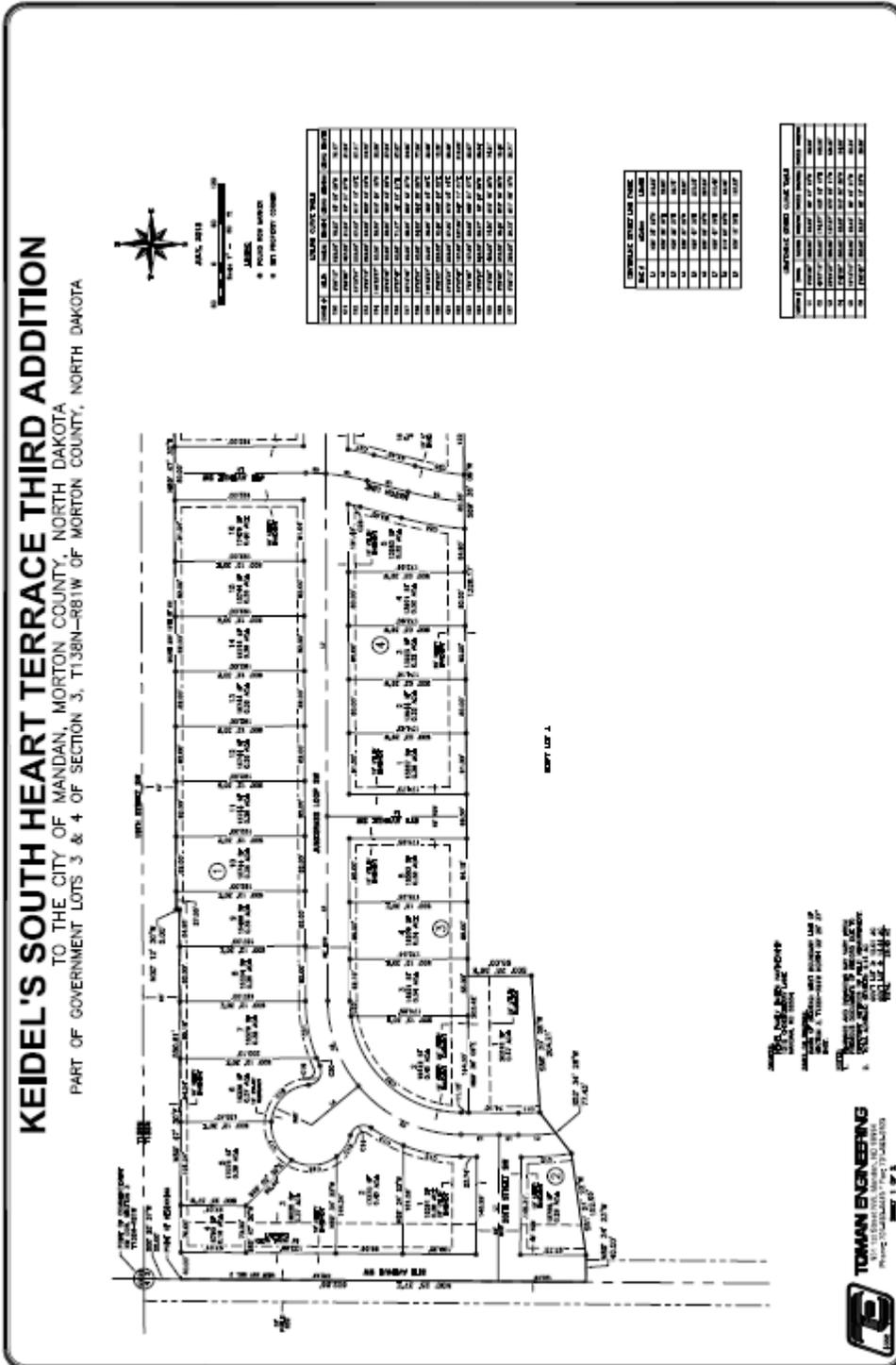
Adjacent Zoning: A (Agricultural), R7 (Single-Family Residential), R3.2 (Two-Family Residential) and RM (Multi-Family Residential)

Fee Required: \$250.00 Date Received: June 28, 2013

Adjacent Property Owner Notification: August 15, 2013

Dates of Legal Notices: August 9 & 16, 2013

Recommendation: The Planning Office recommends approval.



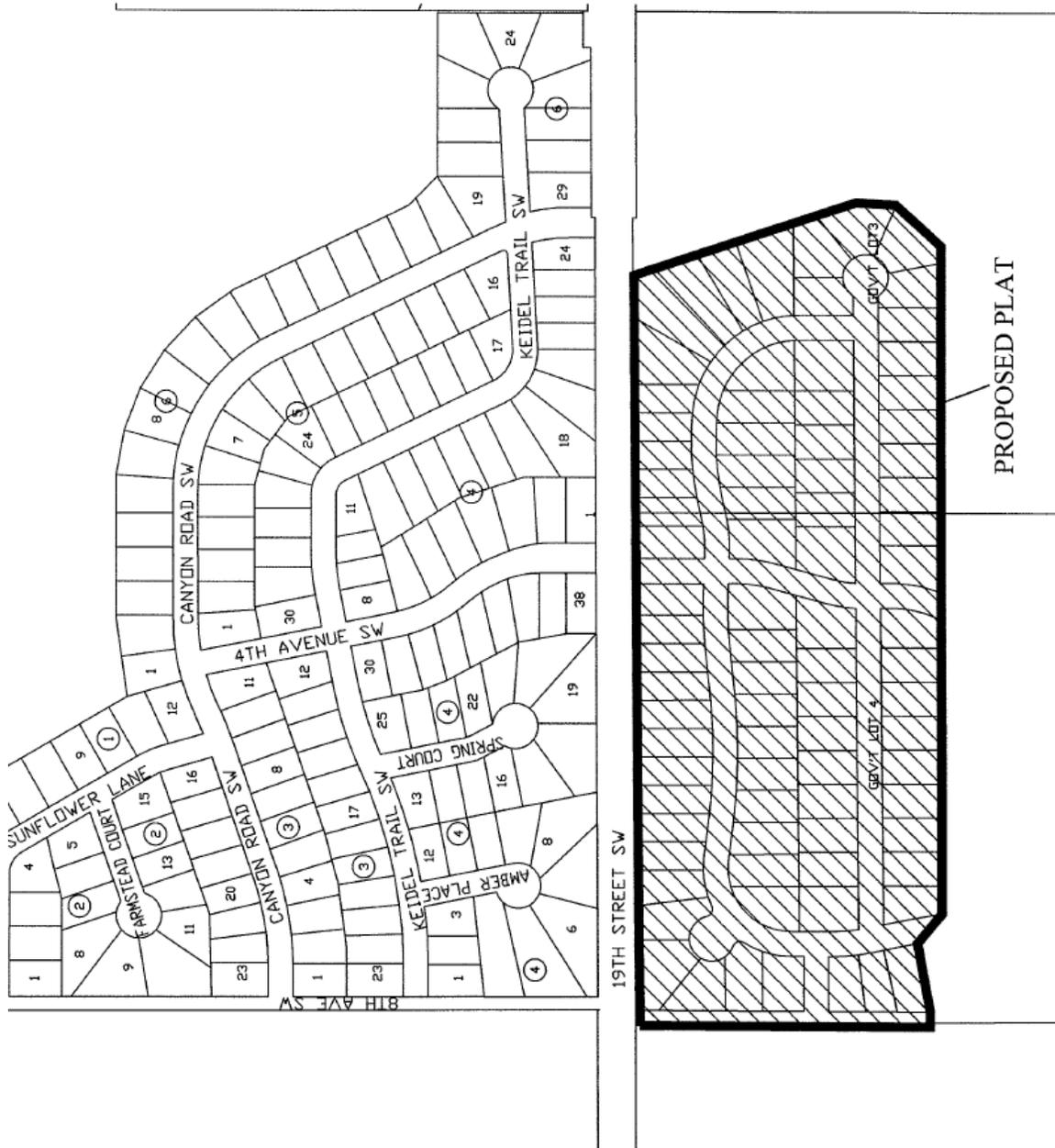
Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the final plat of Keidel's South Heart Terrace 3rd Addition

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Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider for approval the final plat of Keidel's South Heart Terrace 3rd Addition

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Kim R. Fettig

From: Nate Vollmuth <nvollmuth@paces-lodging.com>
Sent: Monday, August 26, 2013 5:19 PM
To: Dave Thompson
Cc: Kim R. Fettig
Subject: Re: Keidel's South Heart Terrace Third Addition- 8th Avenue SW

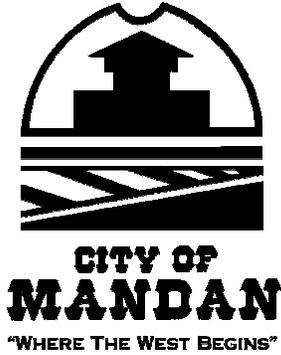
Dave and Kim

Paces will construct 8th Ave SW, as shown on the Keidel's 3rd Addition plat, when all other streets for the development go in. As discussed with the USDA (section line partner) this road will be constructed as a full width, 2 lane road per City of Mandan requirements.

Nate Vollmuth
Sent from my iPhone

On Aug 26, 2013, at 1:52 PM, "Dave Thompson" <Dave@tomanengineering.com> wrote:

Hi Nate! Kim and I just talked and the City needs assurance from Paces that 8th Avenue SW will be put in as shown on the plat. I have told Kim that we have talked to USDA and they were fine with this street as we would not be affecting their fence. What the City needs is an e mail from you stating that this street will be constructed. Thanks, Dave



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 27, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider for approval the final plat of Eagle Ridge Addition

STATEMENT/PURPOSE: To consider for approval the final plat of Eagle Ridge Addition.

BACKGROUND/ALTERNATIVES: Request from Dennis Meyer and Eagle Ridge Development LLC. The Planning & Zoning Commission approved the final plat on August 26, 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 Eagle Ridge Addition.

MANDAN PLANNING OFFICE REPORT
August 29, 2013

Applicant: Eagle Ridge Development, LLC

Owner: same

Requested Action: Final plat approval

Name of Subdivision: Eagle Ridge 1st Addition

Legal Description: All of Terra Vallee 6th Addition in Section 16, Township 139N, Range 81W

Location: 8th Avenue NW

Parcel Acreage: 24.75

Number of Blocks: 1 Number of Lots: 7

Existing Land Use: vacant

Proposed Land Use: two-family and multi-family residential

Adjacent Land Use: school, vacant and single-family

Existing Zoning: R7 (Single-Family Residential), R3.2 (Two-Family Residential) and RM (Multi-Family Residential)

Proposed Zoning: RM (Multi-Family Residential)

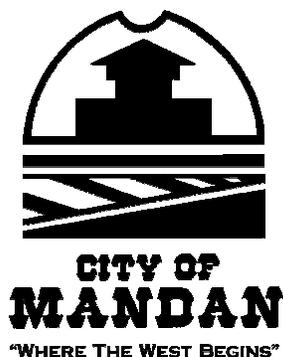
Adjacent Zoning: A (Agricultural), R7 (Single-Family Residential) and RM (Multi-Family Residential)

Fee Required: \$250.00 Date Received: August 2, 2013

Adjacent Property Owner Notification: August 15, 2013

Dates of Legal Notices: August 9 & 16, 2013

Recommendation: The Planning Office recommends approval.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: September 2, 2013
SUBMITTING DEPARTMENT: Special Assessments
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Confirmation of special assessments for Street Improvement Districts #147, #165 and Water & Sewer Improvement Districts #52.

STATEMENT/PURPOSE: To consider confirmation of special assessments for Street Improvement District #147, Street Improvement District #165 and Water & Sewer Improvement District #52.

BACKGROUND/ALTERNATIVES: The projects, along with cost and description of the improvements provided within each district, are as follows:

- Street Improvement District #147 - (\$292,130.35)** provided for the improvement to said streets within this district shall include, but not limited to, new alignment and addition of Division Street NE consisted of asphalt streets with curb and gutter, installation of storm sewer, railroad crossing, bike paths, street lighting and a new entrance to the Riverbend Addition. (Division Street NE).
- Street Improvement District #165 - (\$65,953.98)** provided for the improvement to said streets within this district shall include, but not limited to, milling of existing road surface, repair of curb & gutter, replacement of valley gutters, asphalt patching, leveling, asphalt overlay and chip seal on 14th Street NW between Collins Avenue and Sunset Drive.
- Water & Sewer Improvement District #52 - (\$239,513.46)** provided for the said improvement project to consist of the installation of water and sewer mains along Division Street NE. The water consisted of trunk lines to extend 2nd feeds to Riverbend addition and also the Eastwood Areas (Bonanza). (Division St NE).

The assessment lists for these districts were published in the Mandan News and the public hearing before the Special Assessment Commission was held on August 07, 2013. All members of the Special Assessment Commission voted to approve moving them on to the City Commission. No one appeared with comments or objections relative to these three projects. Assessments certified to Morton County by November 1st, 2013 to be included on December 2013 Tax Statements.

ATTACHMENTS: Copies of the special assessments lists and maps of the respective districts.

FISCAL IMPACT: Total Amount Assessed:

Street Improvement District #147 - (\$292,130.35)
Years Assessed: 15
Interest Rate: 5.1475%
No Interest Charged for the First Year

Street Improvement District #165 - (\$65,953.98)
Years Assessed: 15
Interest Rate: 0% The City will not be bonding for this Street Improvement District.

Water & Sewer Improvement District #52 - (\$239,513.46)
Years Assessed: 15
Interest Rate: 5.1475%
No Interest Charged for the First Year

STAFF IMPACT: maximum

LEGAL REVIEW: n/a

RECOMMENDATION: There being no written protests received to date, I would recommend the proposed assessments as certified by the Special Assessment Commission be confirmed on these three projects.

SUGGESTED MOTION: Move to approve the special assessments for certification on Street Improvement District #147, Street Improvement District #165 and Water & Sewer Improvement District #52.

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #147

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 August 07, 2013 at 6:00 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #147 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #147

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 #147 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	\$1,647,752.64
Engineering, Legal, Admin., Insp. & Construction Interest	579,151.29
Bonding Costs	44,615.00
Less Federal, State and/or City Funding	(1,979,388.58)
Amount to be Assessed	\$ 292,130.35

<u>Seq #</u>	<u>Lot</u>	<u>Blk</u>	<u>Address</u>	<u>Amount Assessed</u>
<u>RIVERBEND 1ST</u>				
5554	1	1	1800 RIVER DR NE	667.29
5555	2	1	1708 RIVER DR NE	667.29
5556	3	1	1704 RIVER DR NE	667.29
5557	4	1	1700 RIVER DR NE	667.29
5558	5	1	1612 RIVER DR NE	667.29
5559	6	1	1608 RIVER DR NE	667.29
5560	7 & N 10' of 8	1	1604 RIVER DR NE	667.29
5561	8 (Less N 10')	1	1600 RIVER DR NE	667.29
5562	9	1	1512 RIVER DR NE	667.29
5563	10	1	1508 RIVER DR NE	667.29
5564	1	2	1713 RIVER DR NE	667.29
5565	2	2	1709 RIVER DR NE	667.29
5566	3	2	1705 RIVER DR NE	667.29
5567	4	2	1701 RIVER DR NE	667.29
5568	5	2	1613 RIVER DR NE	667.29

5569	6	2	1609 RIVER DR NE	667.29
5570	7	2	1605 RIVER DR NE	667.29
5571	8	2	1601 RIVER DR NE	667.29
5572	9	2	1517 RIVER DR NE	667.29
5573	10	2	1513 RIVER DR NE	667.29
5574	11	2	1509 RIVER DR NE	667.29

EASTSIDE

761	E 80' of 1	1	1708 2 ST NE	872.57
762	W 70' of 1 & 2	1	1706 2 ST NE	872.57
763	3	1	1702 2 ST NE	872.57
764	4	1	1614 2 ST NE	872.57
765	5	1	1610 2 ST NE	872.57
766	E 72' of 1	2	1711 2 ST NE	872.57
766A	W 78' of 1	2	1709 2 ST NE	872.57
767	2	2	1707 2 ST NE	872.57
768	3 (Less W 75')	2	1705 2 ST NE	872.57
769	W 75' of 3 & E 30' of 4	2	1703 1/2 2 ST NE	872.57
770	4 (Less E 30')	2	1703 2 ST NE	872.57
771	5	2	1701 2 ST NE	872.57

EASTWOOD TERRACE

7800	1A	1	405 SHADY LN NE	872.57
7802	3	1	1800 3 ST NE	872.57
7803	4	1	1716 3 ST NE	872.57
7804	1	2	310 SHADY LN NE	872.57
7805	Tract A of 2	2	313 MISSOURI DR NE	872.57
7805A	S 55' of 2	2	311 MISSOURI DR NE	583.73
7806	3	2	301 MISSOURI DR NE	872.57
7807	4	2	1802 2 ST NE	872.57
7808	5	2	300 SHADY LN NE	872.57
7809	1 & 2 (Less E 8' of 2)	3	210 SHADY LN NE	872.57
7811	3 & E 8' of 2	3	1901 2 ST NE	1,745.13
7812	4	3	1905 2 ST NE	872.57
7813	5	3	200 SHADY LN NE	3,490.27
7814	6	3	200 SHADY LN NE	3,490.27

EASTWOOD ACRES 1ST

772	1	1	1712 1 ST NE	872.57
773	2	1	1710 1 ST NE	872.57
774	3	1	1708 1 ST NE	872.57
775	4	1	1706 1 ST NE	872.57
776	5	1	1704 1 ST NE	872.57
777	6	1	1702 1 ST NE	872.57

778	7	1	1700 1 ST NE	872.57
779	8	1	1701 1 ST NE	872.57
780	9	1	1703 1 ST NE	872.57
781	10	1	1705 1 ST NE	872.57
782	11	1	1707 1 ST NE	872.57
783	12	1	1709 1 ST NE	872.57
784	13	1	1711 1 ST NE	872.57
785	14	1	1713 1 ST NE	872.57

EASTWOOD ACRES 2ND

786	1	1	1724 4 ST NE	872.57
787	2	1	1722 4 ST NE	872.57
788	3	1	1720 4 ST NE	872.57
789	4	1	1718 4 ST NE	872.57
790	5	1	1716 4 ST NE	872.57
791	6	1	1714 4 ST NE	872.57
792	7	1	1712 4 ST NE	872.57
793	8	1	1710 4 ST NE	872.57
794	9	1	1708 4 ST NE	872.57
795	10	1	1706 4 ST NE	872.57
796	11	1	1704 4 ST NE	872.57
797	12	1	1702 4 ST NE	872.57
798	13	1	1700 4 ST NE	872.57
799	14	1	409 16 AVE NE	872.57
800	15	1	407 16 AVE NE	872.57
801	16	1	405 16 AVE NE	872.57
803	2	2	1721 4 ST NE	872.57
804	3	2	1719 4 ST NE	872.57
805	4	2	1717 4 ST NE	872.57
806	5	2	1715 4 ST NE	872.57
807	6	2	1713 4 ST NE	872.57
808	7	2	1711 4 ST NE	872.57
809	8	2	1709 4 ST NE	872.57
810	9	2	1707 4 ST NE	872.57
811	10	2	1705 4 ST NE	872.57
812	11	2	1703 4 ST NE	872.57

EASTWOOD ACRES 3RD

813	1	1	109 SHADY LN NE	872.57
814	2	1	107 SHADY LN NE	872.57
815	3	1	105 SHADY LN NE	872.57
816	4	1	103 SHADY LN NE	872.57

EASTWOOD ACRES 4TH

819BA	1 (Less N 191' & E 105.23')	1	1706A E MAIN ST	5,235.40
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819BB	S 110' OF N 191' of 1 (Less E 105.23')	1	1706B E MAIN ST	5,235.40
819BC	N 81' of 1 (Less E 105.23')	1	1706C E MAIN ST	872.57
820	E 105' of 1 (Less N 146') & 2	1	1710 E MAIN ST	2,617.70
821	3	1	1708 E MAIN ST	872.57
822	4	1	1704 E MAIN ST	2,617.70
823	5	1	1702 E MAIN ST	2,617.70
824	6	1	1700 E MAIN ST	2,617.70

KASPER

2235	2	1	1714 3 ST NE	872.57
2236	3	1	1712 3 ST NE	872.57
2237	4	1	1710 3 ST NE	872.57
2238	5	1	1708 3 ST NE	872.57
2239	6	1	1706 3 ST NE	872.57
2240	7	1	1704 3 ST NE	872.57
2241	8	1	1702 3 ST NE	872.57
2242	9	1	1700 3 ST NE	872.57
2243	1	2	311 SHADY LN NE	872.57
2244	2	2	1715 3 ST NE	872.57
2245	3	2	1713 3 ST NE	872.57
2246	4	2	1711 3 ST NE	872.57
2247	5	2	1709 3 ST NE	872.57
2248	6	2	1707 3 ST NE	872.57
2249	7	2	1705 3 ST NE	872.57
2250	8	2	1703 3 ST NE	872.57
2251	9	2	1701 3 ST NE	872.57

MANDAN LANDS 139-81

2738	AUD Lots 3 & 4 of SW1/4	23	3751A	10,009.30
2743	PT Lot 4 & PT SW4 SE4	23	1501 RIVER DR NE	21,353.17
2751	PT SW4 SE4 & PT SE4 SW4	23	3756	52,048.34
2753	PT Lot 3 & PT SW4 SE4 (RESERVOIR)	23	3758	32,697.03
2785	BAL of L A OF AUD SUB DIV OF NE4 Less ETC	26	103 SHADY ACRES ST NE	10,470.81
2807	N2 L V NE4(Less .16A TO ND;W10' N100' L V)	26	1800 E MAIN ST	2,617.70
2812	N 100'OF LOT Y OF NE1/4	26	3783A	1,745.13

2823 Lot AE of NE4 SO OF H/W 94 (Less LOT 1 of Lot AE & Less PCL 3-1 R-O-W)
26 MISSOURI RIVER DR 63,634.59

EASTWOOD ACRES 5TH

8376 1 1 101 SHADY ACRES ST NE 872.57
8377 2 1 103 SHADY ACRES ST NE 872.57
8378 3 1 105 SHADY ACRES ST NE 3,490.27

RIVERBEND 2ND

8395 1 1 1801 RIVER DR NE 667.29
8396 1 2 1804 RIVER DR NE 667.29
8397 2 2 1808 RIVER DR NE 667.29
8398 3 2 1900 RIVER DR NE 667.29
8399 4 2 1904 RIVER DR NE 667.29
8400 5 2 1908 RIVER DR NE 667.29
8401 6 2 2000 RIVER DR NE 667.29
8403 7 & 8 2 2008 RIVER DR NE 1,334.57
8404 9 2 2100 RIVER DR NE 667.29
8405 10 2 2104 RIVER DR NE 667.29
8406 11 2 2200 RIVER DR NE 667.29
8407 12 & 13 2 2204 RIVER DR NE 1,334.57
8409 14 2 2208 RIVER DR NE 667.29
8410 15 2 2300 RIVER DR NE 667.29
8411 16 2 2304 RIVER DR NE 667.29

LADUCER

208 1 1 201 MISSOURI DR NE 4,362.84

SEIBEL SUBDIVISION

1264 1 1 1602 DIVISION ST NE 3,490.27
1265 1 2 1601 DIVISION ST NE 3,490.27

Witness our hands officially as said Commission this 09th day of July, 2013.

/s/ Carl Jacobsen
Chairman

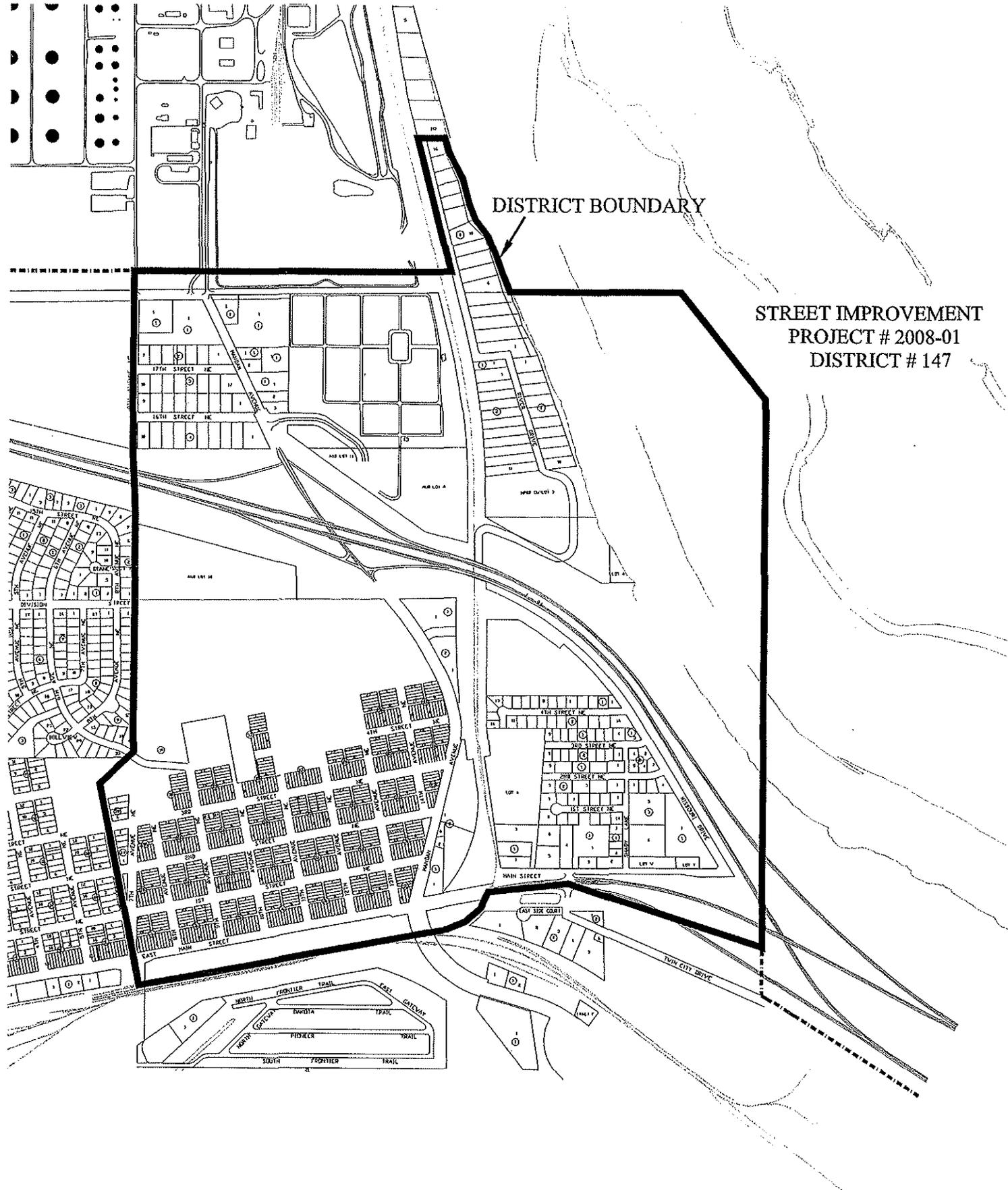
/s/ Keith Winks
Member

/s/ Deborah Holter
Member

Publish: July 19, 2013
July 26, 2013

DISTRICT BOUNDARY

STREET IMPROVEMENT
PROJECT # 2008-01
DISTRICT # 147



NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #165

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 August 07, 2013 at 6:00 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #165 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #165

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 #165 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	\$416,963.66
Engineering and Legal	65,478.90
Less Federal, State, City Funding	(416,488.58)
Amount to be Assessed	\$ 65,953.98

<u>Seq#</u>	<u>Lot</u>	<u>Blk</u>	<u>Address</u>	<u>Amount Assessed</u>
<u>SIEGEL'S 3RD</u>				
6020	1	1	604 13 ST NW	179.22
6021	2	1	606 13 ST NW	179.22
6022	3	1	608 13 ST NW	179.22
6023	4	1	1400 6 AVE NW	179.22
6024	5	1	1402 6 AVE NW	179.22
6025	6	1	1404 6 AVE NW	179.22
6026	7	1	1406 6 AVE NW	716.90
6027	8	1	609 14 ST NW	716.90
6028	9	1	607 14 ST NW	716.90
6029	10	1	605 14 ST NW	358.45
6030	1	2	605 13 ST NW	179.22
6031	2	2	607 13 ST NW	179.22
6032	3	2	609 13 ST NW	179.22
6034	5	2	611 13 ST NW	179.22

SHARON HEIGHTS 1ST

5735	17	1	1408 SUNSET DR NW	358.45
5736	N 56' LOT 18	1	1409 MONTE DR NW	716.90
5737	S 4' LOT 18 & 19	1	1407 MONTE DR NW	179.22
5738	20	1	1405 MONTE DR NW	179.22
5739	21	1	1403 MONTE DR NW	179.22
5740	22	1	1401 MONTE DR NW	179.22
5741	23	1	1309 MONTE DR NW	179.22
5742	24	1	1307 MONTE DR NW	179.22
5743	25	1	1305 MONTE DR NW	179.22
5744	26	1	1303 MONTE DR NW	179.22
5745	27	1	1301 MONTE DR NW	179.22
5746	28	1	1207 MONTE DR NW	179.22
5747	29	1	1205 MONTE DR NW	179.22
5748	30 & 31	1	1201 MONTE DR NW	179.22
5749	32	1	1109 6 AVE NW	179.22
5752	1 & W 1/2 of 2	2	806 14 ST NW	716.90
5753	E 1/2 of 2 & all 3	2	802 14 ST NW	716.90
5754	4	2	800 14 ST NW	358.45
5755	1	3	710 14 ST NW	358.45
5756	2	3	708 14 ST NW	716.90
5757	3	3	706 14 ST NW	716.90
5758	4	3	704 14 ST NW	716.90
5759	5	3	702 14 ST NW	716.90
5760	6	3	1501 6 AVE NW	358.45
5761	1 (Less PT)	4	1400 MONTE DR NW	179.22
5762	2 & PT of 1	4	1402 MONTE DR NW	179.22
5763	3	4	1404 MONTE DR NW	358.45
5764	4	4	703 14 ST NW	716.90
5765	5	4	701 14 ST NW	716.90
5766	6	4	1405 6 AVE NW	179.22
5767	S 1/2 of 7 & 8	4	1401 6 AVE NW	179.22
5768	N 1/2 of 7 & 8	4	1403 6 AVE NW	179.22
5769	1 & S 10' of 2	5	1300 MONTE DR NW	179.22
5770	2 (Less S 10')	5	1302 MONTE DR NW	179.22
5771	3 (Less N 10')	5	1304 MONTE DR NW	179.22
5772	W 70' of N 10' of 3 & 4 (Less E 70')			
		5	1306 MONTE DR NW	179.22
5773	E 70' of 4 & E 70' of N 10' of 3			
		5	1307 6 AVE NW	179.22

MANDAN HEIGHTS 1ST

2376	1 (Less W 5')	1	1501 3 AVE NW	358.45
2377	2 & W 5' of 1	1	402 14 ST NW	716.90
2378	3	1	404 14 ST NW	716.90
2379	4	1	406 14 ST NW	716.90

2380	5	1	408 14 ST NW	716.90
2381	6	1	410 14 ST NW	716.90
2382	7	1	500 14 ST NW	716.90
2383	8	1	502 14 ST NW	716.90
2384	9	1	504 14 ST NW	716.90
2385	10	1	506 14 ST NW	358.45
2385A	10 & E 1/2 of 5 Ave NW			
		1	MH10A	358.45
2386	1 & N 17' Lot 2	2	1407 2 AVE NW	716.90
2387	2 (less N 17')	2	1405 2 AVE NW	179.22
2388	3	2	1403 2 AVE NW	179.22
2391	6	2	1402 3 AVE NW	179.22
2392	7	2	1404 3 AVE NW	179.22
2393	8	2	307 14 ST NW	358.45
2394	1	3	1411 3 AVE NW	358.45
2395	2	3	1407 3 AVE NW	179.22
2396	3	3	1405 3 AVE NW	179.22
2397	4	3	1403 3 AVE NW	179.22
2400	7	3	1402 CENTRAL DR NW	179.22
2401	8 & S 6' of 9	3	1404 CENTRAL DR NW	179.22
2402	9 (less S 6')	3	1406 CENTRAL DR NW	179.22
2403	10	3	1408 CENTRAL DR NW	358.45
2404	1	4	405 14 ST NW	716.90
2405	2	4	1407 CENTRAL DR NW	179.22
2406	3	4	1405 CENTRAL DR NW	179.22
2407	4	4	1403 CENTRAL DR NW	179.22
2410	7	4	1402 4 AVE NW	179.22
2411	8	4	1404 4 AVE NW	179.22
2412	9	4	1406 4 AVE NW	179.22
2413	10	4	407 14 ST NW	716.90
2414	1	5	501 14 ST NW	716.90
2415	2	5	1407 4 AVE NW	179.22
2416	3	5	1405 4 AVE NW	179.22
2417	4	5	1403 4 AVE NW	179.22
2421	7 (Less E 15')	5	511 13 ST NW	179.22
2422	8	5	601 13 ST NW	179.22
2423	9	5	603 13 ST NW	179.22
2424	10	5	1400 5 AVE NW	179.22
2425	11	5	1402 5 AVE NW	179.22
2426	S 60' of 12	5	1404 5 AVE NW	179.22
2427	N10' of 12 & 13	5	1406 5 AVE NW	179.22
2428	14	5	503 14 ST NW	358.45
2429	1	6	1407 5 AVE NW	358.45
2430	2	6	603 14 ST NW	358.45
2431	3 & W 2' of 4	6	602 13 ST NW	179.22
2432	4 (LESS W 2')	6	600 13 ST NW	179.22

MANDAN HEIGHTS 2ND

2433	1	1	1507 2 AVE NW	179.22
2434	2	1	1505 2 AVE NW	179.22
2435	3	1	1503 2 AVE NW	179.22
2436	4	1	1501 2 AVE NW	716.90
2437	5	1	1500 3 AVE NW	716.90
2438	6	1	1502 3 AVE NW	179.22
2439	7	1	1504 3 AVE NW	179.22
2440	8	1	1506 3 AVE NW	179.22
2441	1	2	401 15 ST NW	179.22
2442	2	2	403 15 ST NW	179.22
2443	3	2	405 15 ST NW	179.22
2444	4	2	407 15 ST NW	179.22
2445	5	2	409 15 ST NW	179.22
2446	6	2	410 15 ST NW	179.22
2447	7	2	408 15 ST NW	179.22
2448	8	2	406 15 ST NW	179.22
2449	9	2	404 15 ST NW	179.22
2450	10	2	402 15 ST NW	179.22
2451	11	2	400 15 ST NW	179.22

MANDAN HEIGHTS 3RD

2452	Building #10	1	301 15 ST NW	179.22
2453	Building #1 - 9	2	304 15 ST NW	179.22

MANDAN HEIGHTS 4TH

2462	1	1	1700 3 AVE NW	179.22
2463	2	1	1702 3 AVE NW	179.22
2464	3	1	1705 3 AVE NW	179.22
2465	4	1	1703 3 AVE NW	179.22
2466	5	1	1701 3 AVE NW	179.22
2467	6	1	402 16 ST NW	179.22
2468	7	1	1702 DIANE DR NW	179.22
2469	8	1	400 17 ST NW	179.22
2470	9	1	402 17 ST NW	179.22
2471	10-12	1	406 17 ST NW	179.22
2489	1	2	1703 DIANE DR NW	179.22
2490	2	2	1701 DIANE DR NW	179.22
2491	3 & S1/2 of 4	2	1700 4 AVE NW Unit #1	179.22
2492	3 & S 1/2 of 4	2	1700 4 AVE NW Unit #2	179.22
2493	3 & S 1/2 of 4	2	1700 4 AVE NW Unit #3	179.22
2494	3 & S 1/2 of 4	2	1700 4 AVE NW Unit #4	179.22
2495	3 & S 1/2 of 4	2	1700 4 AVE NW Unit #5	179.22
2496	3 & S 1/2 of 4	2	1700 4 AVE NW Unit #6	179.22
2497	N 1/2 of 4 & 5	2	1704 4 AVE NW UNIT 1	179.22

2497A	5 & N 1/2 of 4	2	1704 4 AVE NW UNIT 2	179.22
2497B	5 & N 1/2 of 4	2	1704 4 AVE NW UNIT 3	179.22
2497C	5 & N 1/2 of 4	2	1704 4 AVE NW UNIT 4	179.22
2497D	5 & N 1/2 of 4	2	1704 4 AVE NW UNIT 5	179.22
2497E	5 & N 1/2 of 4	2	1704 4 AVE NW UNIT 6	179.22
2503	1 (less W2.69')	3	1605 3 AVE NW	179.22
2504	W 2.69' of 1 & 2 (less 7.19')	3	403 16 ST NW	179.22
2505	Bal of 2 & 3 (less W 4.38')	3	405 16 ST NW	179.22
2506	4 & W4.38' of 3	3	407 16 ST NW	179.22
2507	5	3	409 16 ST NW	179.22
2508	6 & E 3' of 7	3	411 16 ST NW	179.22
2509	7 (less E 3')	3	413 16 ST NW	179.22
2510	8	3	415 16 ST NW	179.22
2511	9	3	501 16 ST NW	179.22
2512	10	3	503 16 ST NW	179.22
2513	11	3	505 16 ST NW	179.22

MANDAN HEIGHTS 5TH

2514	1	1	501 17 ST NW	179.22
2518	2	1	1705 4 AVE NW	179.22
2519	3	1	1703 4 AVE NW	179.22
2520	4	1	500 16 ST NW	179.22
2521	5	1	502 16 ST NW	179.22
2522	6	1	1702 5 AVE NW	179.22
2523	7	1	1704 5 AVE NW	179.22
2524	8	1	509 17 ST NW	179.22
2528	1 & 16' of 12 Block 1 Gullickson 1st	2	1701 5 AVE NW	179.22
2529	2	2	1703 5 AVE NW	179.22
2530	3	2	1705 5 AVE NW	179.22
2531	4	2	1707 5 AVE NW	179.22
2532	5	2	1709 5 AVE NW	179.22
2533	6	2	1711 5 AVE NW	179.22
2534	7	2	1713 5 AVE NW	179.22
2535	8	2	1715 5 AVE NW	179.22
2536	9	2	1717 5 AVE NW	179.22
2537	E 14.20' of 10 & W 5.88' of 11	2	510 17 ST NW	179.22
2538	E 34.28 of 10 (less E14.20')	2	512 17 ST NW	179.22
2539	10 excluding 34.28'	2	514 17 ST NW	179.22
2540	E 31.04' of 11	2	504 17 ST NW	179.22
2541	E 49.04'	2	506 17 ST NW	179.22

	excluding E. 31.04' of 11		
2542	W 25.96' of 11 2 (less W 5.88')	508 17 ST NW	179.22
2543	12 & 13 2	500 17 ST NW	179.22

MANDAN HEIGHTS 6TH

2544	W 65' of 1 & 2	1 1500 1 AVE NW	358.45
2550	E 90' 1 & 2	1 100 14 ST NW	716.90
2558	3 & 4	1 1506 1 AVE NW	179.22
2570	5	1 1508 1 AVE NW	179.22
2578	6	1 1510 1 AVE NW	179.22
2586	7 (less S 35')	1 1511 1 AVE NW	179.22
2598	8 & S 35' of 7	1 1509 1 AVE NW	179.22
2606	9 & 10	1 1507 1 AVE NW	179.22
2614	11 & 12	1 1501 1 AVE NW	716.90
2616	13-16	1 1502 2 AVE NW	716.90

MANDAN HEIGHTS 7TH

2640	ALL OF BLOCK 1	201 14 ST NW	3,584.48
2652	1	2 1408 1 AVE NW	358.45
2653	2	2 1406 1 AVE NW	179.22
2654	3	2 1404 1 AVE NW	179.22
2655	4	2 1402 1 AVE NW	179.22

SCHOOL DISTRICT #4

186	1	1 600 14 ST NW	8,961.19
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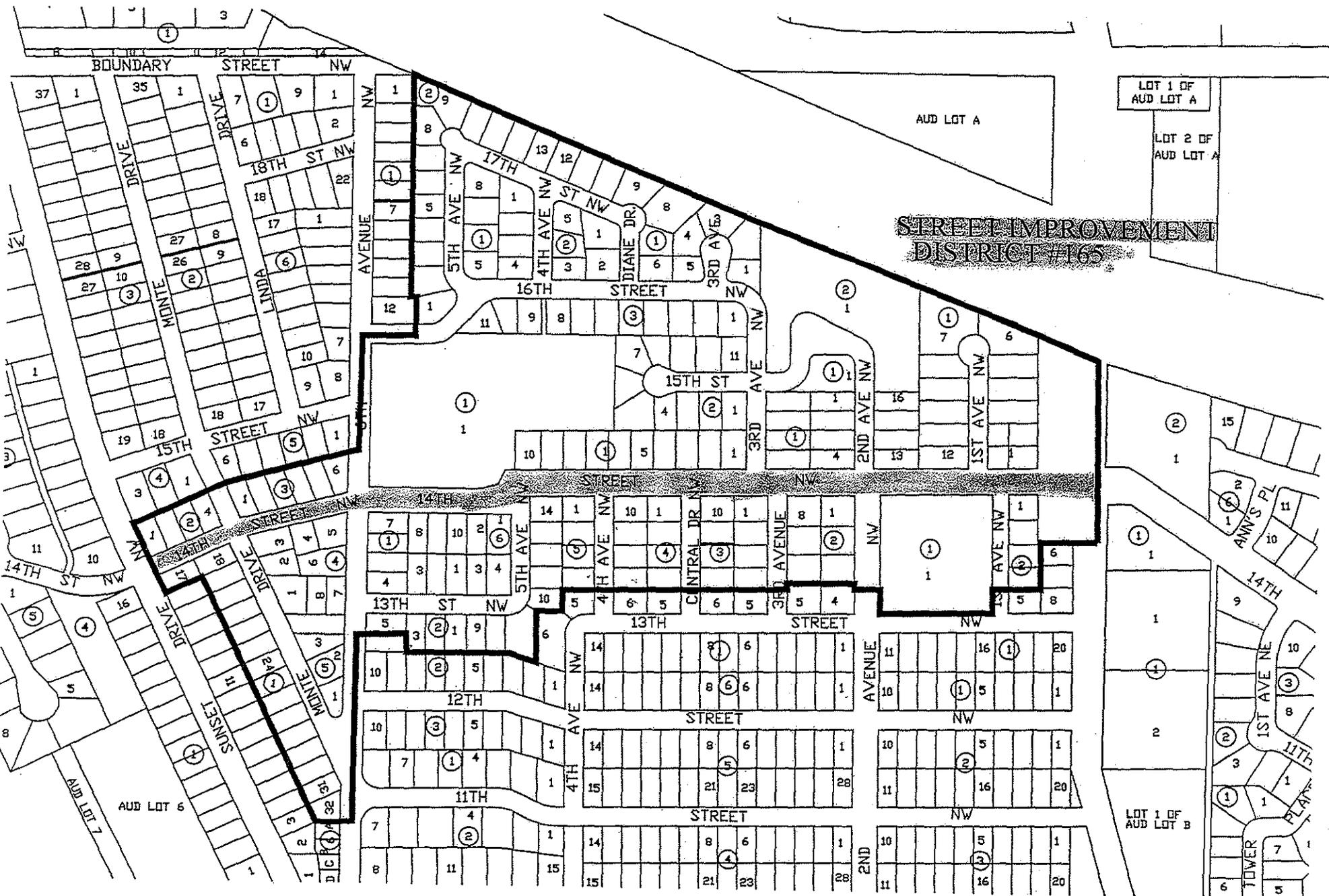
Witness our hands officially as said Commission this 09th day of July, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

/s/ Deborah Holter
Member

Publish: July 19, 2013
July 26, 2013



**STREET IMPROVEMENT
DISTRICT #165**

LOT 1 OF
AUD LOT A

LOT 2 OF
AUD LOT A

LOT 1 OF
AUD LOT B

AUD LOT 6

AUD LOT A

AUD LOT 7

TOWER
PLATE

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR WATER & SEWER DISTRICT #52

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 August 07, 2013 at 6:00 p.m. to hear objections which may be made to any of the foregoing assessments in Water & Sewer District #52 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR WATER & SEWER DISTRICT #52

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 District #52 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	\$285,784.98
Bonding Costs	14,111.22
Less Federal, State, City Funding	(60,382.74)
Amount to be Assessed	\$239,513.46

Seq #	Lot	Blk/Sec	Address	Amount Assessed
<u>RIVERBEND 1ST</u>				
5554	1	1	1800 RIVER DR NE	441.59
5555	2	1	1708 RIVER DR NE	441.59
5556	3	1	1704 RIVER DR NE	441.59
5557	4	1	1700 RIVER DR NE	441.59
5558	5	1	1612 RIVER DR NE	441.59
5559	6	1	1608 RIVER DR NE	441.59
5560	7 & N 10' of 8	1	1604 RIVER DR NE	441.59
5561	8 (less N 10')	1	1600 RIVER DR NE	441.59
5562	9	1	1512 RIVER DR NE	441.59
5563	10	1	1508 RIVER DR NE	441.59
5564	1	2	1713 RIVER DR NE	441.59
5565	2	2	1709 RIVER DR NE	441.59
5566	3	2	1705 RIVER DR NE	441.59
5567	4	2	1701 RIVER DR NE	441.59
5568	5	2	1613 RIVER DR NE	441.59
5569	6	2	1609 RIVER DR NE	441.59
5570	7	2	1605 RIVER DR NE	441.59
5571	8	2	1601 RIVER DR NE	441.59

5572	9	2	1517 RIVER DR NE	441.59
5573	10	2	1513 RIVER DR NE	441.59
5574	11	2	1509 RIVER DR NE	441.59

EASTSIDE

761	E 80' Lot 1	1	1708 2 ST NE	843.33
762	W 70' Lot 1 & 2	1	1706 2 ST NE	843.33
763	3	1	1702 2 ST NE	843.33
764	4	1	1614 2 ST NE	843.33
765	5	1	1610 2 ST NE	843.33
766	E 72' Lot 1	2	1711 2 ST NE	843.33
766-A	W 78' Lot 1	2	1709 2 ST NE	843.33
767	2	2	1707 2 ST NE	843.33
768	3 (Less W 75')	2	1705 2 ST NE	843.33
769	W 75' of 3 & E 30' of 4	2	1703 ½ 2 ST NE	843.33
770	4 (Less E 30')	2	1703 2 ST NE	843.33
771	5	2	1701 2 ST NE	843.33

EASTWOOD TERRACE

7800	1A	1	405 SHADY LN NE	843.33
7802	3	1	1800 3 ST NE	843.33
7803	4	1	1716 3 ST NE	843.33
7804	1	2	310 SHADY LN NE	843.33
7805	Tract A of 2	2	313 MISSOURI DR NE	843.33
7805A	S 55' Lot 2	2	311 MISSOURI DR NE	843.33
7806	3	2	301 MISSOURI DR NE	843.33
7807	4	2	1802 2 ST NE	843.33
7808	5	2	300 SHADY LN NE	843.33
7809	1 & 2 (Less E 8' of 2)	3	210 SHADY LN NE	843.33
7811	3 & E 8' of 2	3	1901 2 ST NE	1,686.67
7812	4	3	1905 2 ST NE	843.33
7813	5	3	200 SHADY LN NE	3,373.33
7814	6	3	200 SHADY LN NE	3,373.33

EASTWOOD ACRES 1ST

772	1	1	1712 1 ST NE	843.33
773	2	1	1710 1 ST NE	843.33
774	3	1	1708 1 ST NE	843.33
775	4	1	1706 1 ST NE	843.33
776	5	1	1704 1 ST NE	843.33
777	6	1	1702 1 ST NE	843.33
778	7	1	1700 1 ST NE	843.33
779	8	1	1701 1 ST NE	843.33
780	9	1	1703 1 ST NE	843.33

781	10	1	1705 1 ST NE	843.33
782	11	1	1707 1 ST NE	843.33
783	12	1	1709 1 ST NE	843.33
784	13	1	1711 1 ST NE	843.33
785	14	1	1713 1 ST NE	843.33

EASTWOOD ACRES 2ND

786	1	1	1724 4 ST NE	843.33
787	2	1	1722 4 ST NE	843.33
788	3	1	1720 4 ST NE	843.33
789	4	1	1718 4 ST NE	843.33
790	5	1	1716 4 ST NE	843.33
791	6	1	1714 4 ST NE	843.33
792	7	1	1712 4 ST NE	843.33
793	8	1	1710 4 ST NE	843.33
794	9	1	1708 4 ST NE	843.33
795	10	1	1706 4 ST NE	843.33
796	11	1	1704 4 ST NE	843.33
797	12	1	1702 4 ST NE	843.33
798	13	1	1700 4 ST NE	843.33
799	14	1	409 16 AVE NE	843.33
800	15	1	407 16 AVE NE	843.33
801	16	1	405 16 AVE NE	843.33
803	2	2	1721 4 ST NE	843.33
804	3	2	1719 4 ST NE	843.33
805	4	2	1717 4 ST NE	843.33
806	5	2	1715 4 ST NE	843.33
807	6	2	1713 4 ST NE	843.33
808	7	2	1711 4 ST NE	843.33
809	8	2	1709 4 ST NE	843.33
810	9	2	1707 4 ST NE	843.33
811	10	2	1705 4 ST NE	843.33
812	11	2	1703 4 ST NE	843.33

EASTWOOD ACRES 3RD

813	1	1	109 SHADY LN NE	843.33
814	2	1	107 SHADY LN NE	843.33
815	3	1	105 SHADY LN NE	843.33
816	4	1	103 SHADY LN NE	843.33

EASTWOOD ACRES 4TH

819BA 1 (Less N 191' & E 105.23')	1	1706A E MAIN ST	5,060.00
819BB S 110' of N 191' Lot 1 (Less E 105.23')			

		1	1706B E MAIN ST	5,060.00
819BC	N 81' Lot 1 (Less E 105.23')			
		1	1706C E MAIN ST	843.33
820	E 105' OF Lot 1 (Less N 146') & 2			
		1	1710 E MAIN ST	2,530.00
821	3	1	1708 E MAIN ST	843.33
822	4	1	1704 E MAIN ST	2,530.00
823	5	1	1702 E MAIN ST	2,530.00
824	6	1	1700 E MAIN ST	2,530.00

KASPER

2235	2	1	1714 3 ST NE	843.33
2236	3	1	1712 3 ST NE	843.33
2237	4	1	1710 3 ST NE	843.33
2238	5	1	1708 3 ST NE	843.33
2239	6	1	1706 3 ST NE	843.33
2240	7	1	1704 3 ST NE	843.33
2241	8	1	1702 3 ST NE	843.33
2242	9	1	1700 3 ST NE	843.33
2243	1	2	311 SHADY LN NE	843.33
2244	2	2	1715 3 ST NE	843.33
2245	3	2	1713 3 ST NE	843.33
2246	4	2	1711 3 ST NE	843.33
2247	5	2	1709 3 ST NE	843.33
2248	6	2	1707 3 ST NE	843.33
2249	7	2	1705 3 ST NE	843.33
2250	8	2	1703 3 ST NE	843.33
2251	9	2	1701 3 ST NE	843.33

MANDAN LANDS 139-81

2738	AUD Lots 3 & 4 of SW 1/4			
		23	3751A	6,623.85
2743	PT Lot 4 & PT SW4 SE4			
		23	1501 RIVER DR NE	14,130.89
2751	PT SW4 SE4 & PT SE4 S W4			
		23	3756	34,444.04
2753	PT Lot 3 & PT SW4 SE4 (RESERVOIR)			
		23	3758	21,637.92
2785	BAL of L A of AUD Sub Div of NE4 Less ETC			
		26	103 SHADY ACRES ST NE	10,119.99
2807	N2 L V NE4 (Less .16A TO ND; W10' N100' L V)			
		26	1800 E MAIN ST	2,530.00
2812	N 100' of Lot Y of NE1/4			
		26	3783A	1,686.67
2823	Lot AE of NE4 SO of H/W 94 (Less Lot 1 of Lot AE & Less PCL 3-1 R-O-W)			
		26	MISSOURI RIVER DR	14,336.66

EASTWOOD ACRES 5TH

8376	1	1	101 SHADY ACRES ST NE	843.33
8377	2	1	103 SHADY ACRES ST NE	843.33
8378	3	1	105 SHADY ACRES ST NE	3,373.33

RIVERBEND 2ND

8395	1	1	1801 RIVER DR NE	441.59
8396	1	2	1804 RIVER DR NE	441.59
8397	2	2	1808 RIVER DR NE	441.59
8398	3	2	1900 RIVER DR NE	441.59
8399	4	2	1904 RIVER DR NE	441.59
8400	5	2	1908 RIVER DR NE	441.59
8401	6	2	2000 RIVER DR NE	441.59
8403	7 & 8	2	2008 RIVER DR NE	883.18
8404	9	2	2100 RIVER DR NE	441.59
8405	10	2	2104 RIVER DR NE	441.59
8406	11	2	2200 RIVER DR NE	441.59
8407	12 & 13	2	2204 RIVER DR NE	883.18
8409	14	2	2208 RIVER DR NE	441.59
8410	15	2	2300 RIVER DR NE	441.59
8411	16	2	2304 RIVER DR NE	441.59

LADUCER

208	1	1	201 MISSOURI DR NE	4,216.66
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SEIBEL SUBDIVISION

1264	1	1	1602 DIVISION ST NE	3,373.33
1265	1	2	1601 DIVISION ST NE	3,373.33

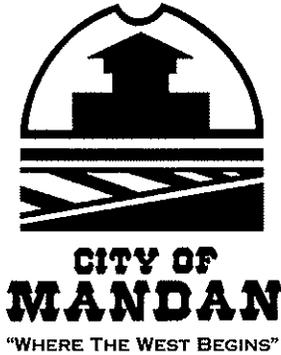
Witness our hands officially as said Commission this 09th day of July, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

/s/ Deborah Holter
Member

Publish: July 19, 2013
July 26, 2013



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 28, 2013
SUBMITTING DEPARTMENT: Human Resources
DEPARTMENT DIRECTOR: Kevin Wilson, CBI
PRESENTER:
SUBJECT: Disposal of old records

STATEMENT/PURPOSE:

Consider request from Human Resources Department to destroy personnel information in accordance with the records retention schedule.

BACKGROUND/ALTERNATIVES:

On March 11, 2013, the City developed a Scope of Work to be performed by Julie Frye, Administrative Assistant, in preparing a Records Management and Retention Plan based on the North Dakota Records Management Program.

ATTACHMENT:

Request from Human Resources Department.

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to Malcolm Brown, City Attorney, on August 28, 2013.

RECOMMENDATION:

To approve the request from the Human Resources Department to destroy personnel information in accordance with the records retention schedule.

SUGGESTED MOTION:

Move to approve the request from the Human Resources Department to destroy personnel information in accordance with the records retention schedule.

Date: September 3, 2013

To: Jim Neubauer
City Administrator

From: Kevin Wilson
Human Resources

Re: Commission Consent Agenda Item for September 3, 2013
Request for permission to Destroy Personnel Information in accordance with the records retention schedule.

Please schedule this item for consideration by the Board of Commissioners at their meeting on Tuesday, September 3, 2013.

1. The Human Resource Department has identified Personnel Records for destruction in accordance with the Records Retention Plan. The items to be destroyed are inventoried as follows:

Active Employee Personnel Records (hard copy only digitized records in electronic storage)

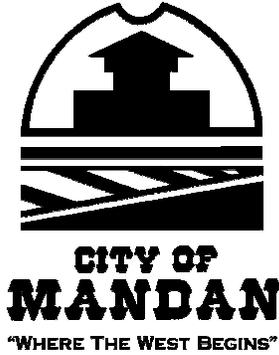
The retention schedule for employee files including application, training information, performance appraisals/evaluations, and correspondence is 6 years after last action. The following Terminated Employee Files presented for destruction by incinerating are as follows:
6 Boxes from 1973 through 2013

Terminated Employee Personnel Records

The retention schedule for employee files including application, training information, performance appraisals/evaluations, and correspondence is 6 years after last action. The following Terminated Employee Files presented for destruction by incinerating are as follows:
7 Box from 1970 through 2007



Kevin Wilson
Human Resources



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 29, 2013
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Business Development & Communications
Director Ellen Huber
PRESENTER: Business Development & Communications
Director Ellen Huber
SUBJECT: Assignment and consent for rights & obligations
for purchase & redevelopment of Collins & Main

STATEMENT/PURPOSE: To consider the assignment of rights and obligations from Dakota Commercial and Development Company to Crown Equity, LLC for the purchase and redevelopment of property at Collins Avenue and Main Street as previously stipulated in purchase and business incentive agreements.

BACKGROUND/ALTERNATIVES: Crown Equity, LLC is the legal entity formed by Kevin Ritterman, president of Dakota Commercial and Development Company, for the ownership of the mixed-used, four-story building to be constructed on the property at Collins and Main.

ATTACHMENTS: Assignment and consent agreement.

FISCAL IMPACT:

STAFF IMPACT: None

LEGAL REVIEW: Attorney Brown drafted the assignment and consent agreement.

RECOMMENDATION: I recommend approval of the assignment and consent agreement with Crown Equity, LLC.

SUGGESTED MOTION: I move to approve the assignment and consent agreement with Crown Equity, LLC.

ASSIGNMENT AND CONSENT

This Assignment and Consent made and entered into this ____ day of _____, 2013, by and between Dakota Commercial & Development Co., of P.O. Box 14010, Grand Forks, ND 58208 (“Developer”) and Crown Equity, LLC of P.O. Box 14010, Grand Forks, ND 58208-4010 (“Assignee”), and the City of Mandan, a North Dakota municipal corporation, of 205 Second Avenue NW, Mandan, ND 58554 (“City”).

WHEREAS, Developer and the City entered into a Business Incentive Agreement and Purchase Agreement providing for the sale and purchase of the following described real property located in the City of Mandan, Morton County, ND:

Lots 11, 12, 13, 14 and 15, Block 6, Original Town of the City of Mandan

WHEREAS, Developer intends to assign its rights and obligations under said Business Incentive Agreement and Purchase Agreement to Assignee.

NOW, THEREFORE, For good and valuable consideration, Developer hereby assigns to Assignee, all of its rights and obligations to said Business Incentive Agreement and Purchase Agreement,

Assignee agrees to be bound by all of the obligations in said Business Incentive Agreement and Purchase Agreement; and

The City of Mandan consents to said assignment by Developer and assumption by Assignee for said Business Incentive Agreement and Purchase Agreement.

DAKOTA COMMERCIAL & DEVELOPMENT
CO.

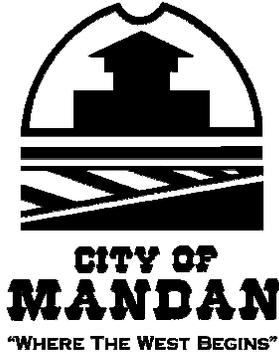
By: _____
Its _____

CROWN EQUITY, LLC

By: _____
Its _____

CITY OF MANDAN

By: _____
Its _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 26, 2013
SUBMITTING DEPARTMENT: Assessing/Bldg Inspections
DEPARTMENT DIRECTOR: Doug Lalim/Assessor & Building Official
PRESENTER: Doug Lalim/Assessor & Building Official
SUBJECT: Street Appraisal - Reduction in market value for Scott Johnson – Parcel #3774

STATEMENT/PURPOSE: To consider a reduction in the structure value for the 2013 year for Mr. Johnson's property, due to assessment that was made as a street appraisal and final review.

BACKGROUND/ALTERNATIVES: This parcel is also known as Parcel #3774, Lot 11 Block 49, Mandan Proper (OT) Addition.

Reason for abatement: To lower the structure value for the 2013 year from \$63,200 to \$23,200. After the final walk through of Mr. Johnson's property to determine accuracy of our data and conducting a market analysis, I have arrived at a true and full value of \$34,500 for the 2013 year rather than \$74,500, a difference in true and full value of \$40,000.

ATTACHMENTS: Application for 2013, market analysis and data sheet.

FISCAL IMPACT: Approximately \$710.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend a motion to approve to lower the true and full value for the 2013 year to \$34,500 for Johnson's property.

SUGGESTED MOTION: A motion to approve a reduction for Johnson's property in the 2013 year with a true and full value to \$34,500.

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 JOHNSON SCOTT A

Address 408 3 AVE NW

Legal Description of the property involved in this application

Lot: 0011

Block: 049

MANDAN PROPER (OT)

Property ID Number

City 3774

County 65-2843000

Total true and full value of the property described above for the year 2013 is:

Land	\$11,300
Improvements	\$63,200
Total (1)	\$74,500

Total true and full value of the property described above for the year 2013 should be:

Land	\$11,300
Improvements	\$23,200
Total (2)	\$34,500

The difference of \$40,000 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) HAD TOTAL RE-ASSESSMENT DONE ON AUGUST 22, 2013

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 THE VALUE ADJUSTMENT BE MADE TO PROPERTY DUE TO RE-ASSESSMENT; HAD BEEN STREET APPRAISAL.

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 _____

8/26/13

Board of City Commissioners
 Agenda Documentation
 Meeting Date: September 3, 2013
 Subject: Street Appraisal - Reduction in market value for Scott Johnson
 Page 4 of 6

8/23/13
 AS1057

Mandan Assessing Dept
 Property Data Sheet

Page 1

JOHNSON SCOTT A
 117 N 4 ST
 BISMARCK ND 58501

City Parcel No. 03774
 County No. 65-002843000
 Assessment Year 2013

Property Address: 408 3 AVE NW

Property Type: RESIDENTIAL

Legal Description

Lot 0011 Block 049 Addition 0021 MANDAN PROPER (OT)

Total Property - Land

Area Factor 29 AF 20 > \$100,000 < 1939
 Zoning RM
 Lot Width 50 Ft
 Lot Depth 140 Ft
 Lot Sq Ft 7000 SqFt
 Irregular Shape No
 Alley Yes
 Cul-De-Sac No
 Corner No
 Utilities Yes
 Underground Util No
 Street Hard Surface
 Sidewalk Yes
 Location Inland
 Flood Plain Degree
 Acres .16
 Lot Sale Price 0
 Lot Sale Date

Interior Walls Plaster
 Interior Finish Painted
 Fireplace No
 Floors Softwood
 Floor Covering Linoleum
 Carpet
 Apartment None

Garage

Detached 2 Stall with 784 SqFt
 Quality Average

Additional Data

Electronics No
 Home Theater No
 Smart Home No
 Swimming Pool No
 Sump Pump No

Additional Area

Entry 192 SqFt

Other Area

Listing Date
 Listing Price 0
 Review Date 09/19/1978 SAM
Final App. Date 08/22/2013 SHIRLEYS

2013 Mrkt Value 74500 Land 11300
 Bldg 63200

2012 Mrkt Value 75000 Land 11300
 Bldg 63700

2013 Est Tax Amount 1322.62

Selling Price Includes Special Assessments

Current Sale Price 32153
 Current Sale Date 12/03/2012

Previous Sale Price 11500

Previous Sale Date 01/30/1980

Data Sheet Printed By: Shirley Shaw

Building Data

Year Built 0
 Effective Year 1935
 Basement Walls Concrete Block
 Condition Fair
 Quality Fair
 Construction Type Concrete Block
 Stories Two Story
 Roof Cover Asphalt/Compound
 Roof Type Gable
 Heating Fuel Gas
 Heating Type Hot Water
 Air Conditioning None
 Flr Tot Rms Bed Bath
 02 3 3 1.00 664 SqFt
 01 4 0 1.00 944 SqFt
 BF 0 0 .00 664/0 SqFt
 Quality None
 Tot Finished Area 1608 SqFt
 Exterior Walls Novelty
 Vinyl Siding
 Basement Full
 Dining Room Area Formal/Nook
 Kitchen Cabinets Softwood
 Built-Ins No

Board of City Commissioners
 Agenda Documentation
 Meeting Date: September 3, 2013
 Subject: Street Appraisal - Reduction in market value for Scott Johnson
 Page 5 of 6

8/21/13
 AS1057

Mandan Assessing Dept
 Property Data Sheet

Page 1

JOHNSON SCOTT A →
 117 N 4 ST
 BISMARCK ND 58501

City Parcel No. 03774
 County No. 65-002843000
 Assessment Year 2013

Property Address: 408 3 AVE NW

*8/22/13
 Re-Assessed
 SS*

Property Type: RESIDENTIAL

Legal Description

Lot 0011 Block 049 Addition 0021 MANDAN PROPER (OT)

Total Property - Land

Area Factor 50 RESIDENTIAL
 Zoning RM
 Lot Width 50 Ft
 Lot Depth 140 Ft
 Lot Sq Ft 7000 SqFt
 Irregular Shape No
 Alley Yes
 Cul-De-Sac No
 Corner No
 Utilities Yes
 Underground Util No
 Street Hard Surface
 Sidewalk Yes
 Location Inland
 Flood Plain Degree
 Acres .16
 Lot Sale Price 0
 Lot Sale Date

Interior Walls Plaster
 Interior Finish Painted
 Fireplace No
 Floors Softwood
 Floor Covering Linoleum
 Carpet
 Apartment None

Garage

Detached 2 Stall with 784 SqFt
 Quality Average

Additional Data

Electronics No
 Home Theater No
 Smart Home No
 Swimming Pool No
 Sump Pump No

Additional Area

Entry 192 SqFt

Other Area

Listing Date
 Listing Price 0
 Review Date 09/19/1978 SAM
 Final App. Date 08/01/2011 SUEF

Building Data

Year Built 0
 Effective Year 1935
 Basement Walls Concrete Block
 Condition Average/Good
 Quality Average/Good
 Construction Type Concrete Block
 Stories Two Story
 Roof Cover Asphalt/Compound
 Roof Type Gable
 Heating Fuel Gas
 Heating Type Hot Water
 Air Conditioning None
 Flr Tot Rms Bed Bath
 02 3 3 1.00 664 SqFt
 01 4 0 1.00 944 SqFt
 BF 0 0 .00 664/0 SqFt
 Quality None
 Tot Finished Area 1608 SqFt
 Exterior Walls Novelty
 Vinyl Siding
 Basement Full
 Dining Room Area Formal/Nook
 Kitchen Cabinets Custom Hardwood
 Built-Ins No

2013 Mrkt Value 74500 Land 11300
 Bldg 63200

2012 Mrkt Value 75000 Land 11300
 Bldg 63700

2013 Est Tax Amount 1322.62

Selling Price Includes Special Assessments
 Current Sale Price 32153
 Current Sale Date 12/03/2012

Previous Sale Price 11500
 Previous Sale Date 01/30/1980
 Data Sheet Printed By: Shirley Shaw

Board of City Commissioners

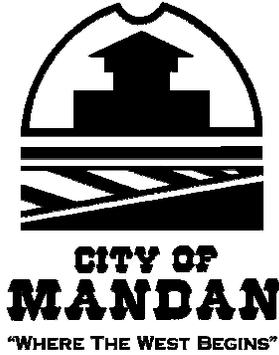
Agenda Documentation

Meeting Date: September 3, 2013

Subject: Street Appraisal - Reduction in market value for Scott Johnson

Page 6 of 6

08/23/13		RESIDENTIAL ASSESSMENTS FOR CITY OF MANDAN		AS1325 TEST		PAGE 2	
SEQUENCE NUMBER	APPRaisal DATE	SUBJECT	ADJ FACTOR	COMPARABLE SALE #1 DESCRPTIVE ABU	COMPARABLE SALE #2 DESCRPTIVE ABU	COMPARABLE SALE #3 DESCRPTIVE ABU	COMPARABLE SALE #4 DESCRPTIVE ABU
08/22/2013	08/22/2013	32153	0.005	98600	104600	102200	09/16/2011
YEAR BUILT	1935	0	0	15776-	2000-	1909	1947
EFFECTIVE YEAR	1935	3	0	2104-	2000-	1839	1947
CONDITION	3	8	3	2479	25104-	26436-	1632-
STORIES	3	5	2	2000-	262	1539	1632-
EXTERIOR WALLS	3	5	9	2000-	1500	205	204
EXTERIOR FINISHING	3	5	9	2000-	1500	205	204
BATHS/FIXTURES	6	1500	6	2000-	1500	3	6
NO. OF FIREPLACES	0	1500	0	2000-	1500	3	6
FIREPLACE QUALITY	0	1500	0	2000-	1500	3	6
BASEMENT	3	1500	0	2000-	1500	3	6
BASEMENT FINISH	3	1500	4	1500-	1500-	0	0
NO. OF STALLS	0	10	2	20-	20-	2	2
NO. OF STALLS	2	2600	2	20-	20-	2	2
SHED	2	2600	1	2600-	2600-	1	0
SHED QUALITY	4	1000	4	2600-	2600-	3	0
SWIMMING POOL	0	3000	0	7322	7322	0	0
1ST FLOOR AREA	944	785	785	6570	8160	816	1
2ND FLOOR AREA	664	137	137	13702	208-	400	1030
3RD FLOOR AREA	0	0	0	0	0	0	1030
COVERED PATIO	0	0	0	0	0	0	9516-
COVERED PATIO COST	0	0	0	0	0	0	0
AREA FACTOR	29	500	500	986	15000-	15000-	15000-
DATE OF SALE	2012/02	2012/02	2012/02	3625-	2011/22	2012/02	2011/22
DATE OF SALE	7/25/04	7/25/04	7/25/04	3625-	575/04	2875-	2011/22
ESMT FNSH AREA/OLTY	0/00	0/00	0/00	74,752	55,848	63,652	1533
ADJUSTED SALE				74,752	55,848	63,652	0/00
WEIGHTED AVG	51,267	AS OF 2-1-2013	MEAN ADJUSTED SALE	61,386	STD DEV	8,893	COEF OF VAR
INDICATED MKT VALUE	51,267	LISTING PRICE	0	DATE 00/00/0000	VALUE PER SQ FT	38.12	14.5%
PREVIOUS MKT VALUE	75,000						



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 26, 2013
SUBMITTING DEPARTMENT: Assessing/Bldg Inspections
DEPARTMENT DIRECTOR: Doug Lalim/Assessor & Building Official
PRESENTER: Doug Lalim/Assessor & Building Official
SUBJECT: Street Appraisal - Reduction in market value for Scott Johnson – Parcel #3867

STATEMENT/PURPOSE: To consider a reduction in the structure value for the 2013 year for Mr. Johnson's property, due to assessment that was made as a street appraisal and final review.

BACKGROUND/ALTERNATIVES: This parcel is also known as Parcel #3867, S 25' Lot 3 & N 30' of Lot 4 Block 57, Mandan Proper (OT) Addition.

Reason for abatement: To lower the structure value for the 2013 year from \$79,100 to \$40,400. After the final walk through of Mr. Johnson's property to determine accuracy of our data and conducting a market analysis, I have arrived at a true and full value of \$51,700 for the 2013 year rather than \$90,400, a difference in true and full value of \$38,700.

ATTACHMENTS: Application for 2013, market analysis and data sheet.

FISCAL IMPACT: Approximately \$687.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend a motion to approve to lower the true and full value for the 2013 year to \$51,700 for Johnson's property.

SUGGESTED MOTION: A motion to approve a reduction for Johnson's property in the 2013 year with a true and full value to \$51,700.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Street Appraisal - Reduction in market value for Scott Johnson

Page 2 of 5

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 JOHNSON SCOTT ALAN

Address 504 5 AVE NW

Legal Description of the property involved in this application
S 25' LOT 3 & N 30' LOT 4 (LESS W 20')

Property ID Number

City 3867

County 65-2936000

Block: 057

MANDAN PROPER (OT)

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 \$11,300	Land \$11,300
Improvements \$79,100	Improvements \$40,400
Total (1) \$90,400	Total (2) \$51,700

The difference of \$38,700 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) HAD TOTAL RE-ASSESSMENT DONE 2012.

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 THE VALUE BE ADJUSTED TO REFLECT ACCURATE VALUES FROM COMPLETED RE-ASSESSMENT. WAS STREET APPRAISAL.

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 Scott Johnson Date 8/26/13

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: September 3, 2013
 Subject: Street Appraisal - Reduction in market value for Scott Johnson
 Page 5 of 5

8/07/12
 AS1057

Mandan Assessing Dept
 Property Data Sheet

Page 1

HUD
 451 7 ST SW
 WASHINGTON DC 20410

City Parcel No. ~~03867~~ ⁸⁻¹⁰⁻¹²
 County No. 65-002936000
 Assessment Year 2012

Property Address: 504 5 AVE NW

Done 8/7/12 SS

*8/7/12 SS
 10 AM*

Legal Description
 S 25' LOT 3 & N 30' LOT 4 (LESS W 20')

Lot Block 057 Addition 0021 MANDAN PROPER (OT) Property Type: RESIDENTIAL

Total Property - Land

Area Factor 50 RESIDENTIAL
 Zoning RM
 Lot Width 55 Ft
 Lot Depth 120 Ft
 Lot Sq Ft 6600 SqFt
 Irregular Shape No
 Alley Yes
 Cul-De-Sac No
 Corner No
 Utilities Yes
 Underground Util No
 Street Hard Surface
 Sidewalk Yes
 Location ~~Inland~~
 Flood Plain Degree
 Acres .15
 Lot Sale Price 0
 Lot Sale Date

Interior Finish Combination
 Fireplace No
 Floors Hardwood
 Floor Covering Carpet *tile - Hardw.*
 Apartment None

Garage

None 0 Stall with 0 SqFt
 Quality None

Additional Data

Electronics No
 Home Theater No
 Smart Home No
 Swimming Pool No
 Sump Pump No

Additional Area

Deck 45 SqFt

Building Data

Year Built 1946
 Effective Year 1946
 Basement Walls Poured Concrete
 Condition ~~Very Good~~
 Quality ~~Very Good~~
 Construction Type 2x4 Construction
 Stories One Story
 Roof Cover Asphalt/Compound
 Roof Type Gable
 Heating Fuel Gas
 Heating Type Forced Air
 Air Conditioning Central
 Flr Tot Rms Bed Bath
 01 4 2 1.00 945 SqFt
 BF 3 1 1.00 945/945 SqFt
 Quality ~~Very Good~~
 Tot Finished Area 1890 SqFt
 Exterior Walls ~~Wood Siding~~
 Basement Full
 Dining Room Area None
 Kitchen Cabinets ~~Softwood~~
 Built-Ins ~~Yes~~
 Interior Walls ~~Panel~~

Other Area

Shed 80 SqFt

Listing Date 04/12/2012
 Listing Price 78000
 Review Date 08/25/2011 CHERYLW
 Final App. Date 01/01/2011 CHERYLW

2012 Mrkt Value 90400 Land 11300
 Bldg 79100

2011 Mrkt Value 84300 Land 11100
 Bldg 73200

2012 Est Tax Amount 1640.95

Selling Price Includes Special Assessments
 Current Sale Price 64900
 Current Sale Date 03/22/2012

Previous Sale Price 64900
 Previous Sale Date 03/20/2012
 Data Sheet Printed By: Shirley Shaw

Micro. Garage. Restricted Access

Average / good Average / good

472

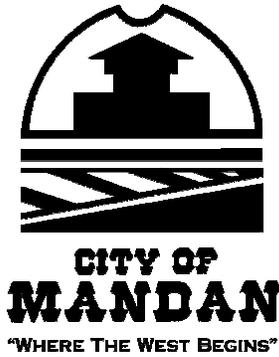
fair

Combin.

plaster/paneling

Specials

660,000 -



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 26, 2013
SUBMITTING DEPARTMENT: Assessing/Bldg Inspections
DEPARTMENT DIRECTOR: Doug Lalim/Assessor & Building Official
PRESENTER: Doug Lalim/Assessor & Building Official
SUBJECT: Street Appraisal - Reduction in market value for Scott Johnson – Parcel #5851

STATEMENT/PURPOSE: To consider a reduction in the structure value for the 2013 year for Mr. Johnson's property, due to assessment that was made as a street appraisal and final review.

BACKGROUND/ALTERNATIVES: This parcel is also known as Parcel #5851, Lot 37 Block 3, Sharon Heights 2nd Addition.

Reason for abatement: To lower the structure value for the 2013 year from \$165,100 to \$90,500. After the final walk through of Mr. Johnson's property to determine accuracy of our data and conducting a market analysis, I have arrived at a true and full value of \$103,900 for the 2013 year rather than \$178,500, a difference in true and full value of \$74,600.

ATTACHMENTS: Application for 2013, market analysis and data sheet.

FISCAL IMPACT: Approximately \$1,324.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend a motion to approve to lower the true and full value for the 2013 year to \$103,900 for Johnson's property.

SUGGESTED MOTION: A motion to approve a reduction for Johnson's property in the 2013 year with a true and full value to \$103,900.

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

Property ID Number

Name JOHNSON SCOTT

City 5851

Address 1812 SUNSET DR NW

County 65-4689000

Legal Description of the property involved in this application

Lot: 0037

Block: 003

SHARON HEIGHTS 2ND

Total true and full value of the property described above for the year 2013 is:

Land	\$13,400
Improvements	\$165,100
Total (1)	\$178,500

Total true and full value of the property described above for the year 2013 should be:

Land	\$13,400
Improvements	\$90,500
Total (2)	\$103,900

The difference of \$74,600 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) HAD TOTAL RE-ASSESSMENT DONE ON AUGUST 22, 2013

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 \$ _____

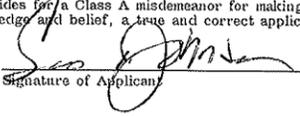
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

The Applicant asks that THE VALUE BE ADJUSTED TO REFLECT CORRECT ASSESSMENT DUE TO RE-ASSESSMENT; HAD BEEN STREET APPRAISAL.

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 8/26/13

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/Reject

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: September 3, 2013
 Subject: Street Appraisal - Reduction in market value for Scott Johnson
 Page 4 of 6

8/23/13
 AS1057

Mandan Assessing Dept
 Property Data Sheet

Page 1

JOHNSON SCOTT
 117 N 4 ST
 BISMARCK ND 58501

City Parcel No. 05851
 County No. 65-004689000
 Assessment Year 2013

Property Address: 1812 SUNSET DR NW

Property Type: RESIDENTIAL

Legal Description

Lot 0037 Block 003 Addition 0029 SHARON HEIGHTS 2ND

Total Property - Land

Area Factor 55 AF 50-BUILT IN 50'S
 Zoning R7
 Lot Width 111 Ft
 Lot Depth 122 Ft
 Lot Sq Ft 11753 SqFt
 Irregular Shape Yes
 Alley No
 Cul-De-Sac No
 Corner Yes
 Utilities Yes
 Underground Util No
 Street Hard Surface
 Sidewalk Yes
 Location Inland
 Flood Plain Degree
 Acres .27
 Lot Sale Price 0
 Lot Sale Date

Interior Walls Combination
 Interior Finish Combination
 Fireplace No
 Floors Hardwood
 Floor Covering Carpet
 Apartment None

Garage

Attached 1 Stall with 264 SqFt
 Quality Average

Additional Data

Electronics No
 Home Theater No
 Smart Home No
 Swimming Pool No
 Sump Pump No

Additional Area

Other Area

Shed 33 SqFt

Building Data

Year Built 1956
 Effective Year 1956
 Basement Walls Poured Concrete
 Condition Average
 Quality Average
 Construction Type 2x4 Construction
 Stories One Story
 Roof Cover Asphalt/Compound
 Roof Type Hip
 Heating Fuel Gas
 Heating Type Forced Air
 Air Conditioning Central
 Flr Tot Rms Bed Bath
 01 5 3 1.00 1110 SqFt
 BF 3 2 1.00 1110/950 SqFt
 Quality Fair
 Tot Finished Area 2060 SqFt
 Exterior Walls Brick Veneer/Wood
 Basement Full
 Dining Room Area Dining Area
 Kitchen Cabinets Prefab Hardwood
 Built-Ins Yes

 Listing Date 10/06/2010
 Listing Price 94900
 Review Date 11/22/2011 CHERYLW
 Final App. Date 08/22/2013 SHIRLEYS

2013 Mrkt Value 178500 Land 13400
 Bldg 165100

2012 Mrkt Value 144800 Land 13400
 Bldg 131400

2013 Est Tax Amount 3168.70

Selling Price Includes Special Assessments

Current Sale Price 75710
 Current Sale Date 02/19/2013

Previous Sale Price 130500
 Previous Sale Date 11/08/2007

Data Sheet Printed By: Shirley Shaw

Board of City Commissioners
 Agenda Documentation
 Meeting Date: September 3, 2013
 Subject: Street Appraisal - Reduction in market value for Scott Johnson
 Page 5 of 6

8/21/13
 AS1057

Mandan Assessing Dept
 Property Data Sheet

Page 1

JOHNSON SCOTT
 117 N 4 ST
 BISMARCK ND 58501

City Parcel No. 05851
 County No. 65-004689000
 Assessment Year 2013

Property Address: 1812 SUNSET DR NW

*Re-Assessment
 8/22/13 SS*

Property Type: RESIDENTIAL

Legal Description

Lot 0037 Block 003 Addition 0029 SHARON HEIGHTS 2ND

Total Property - Land

Area Factor 72 AF 70 > \$100,000 < \$150
 Zoning R7
 Lot Width 111 Ft
 Lot Depth 122 Ft
 Lot Sq Ft 11753 SqFt
 Irregular Shape Yes
 Alley No
 Cul-De-Sac No
 Corner Yes
 Utilities Yes
 Underground Util No
 Street Hard Surface
 Sidewalk Yes
 Location Inland
 Flood Plain Degree
 Acres .27
 Lot Sale Price 0
 Lot Sale Date

Interior Walls Combination
 Interior Finish Combination
 Fireplace No
 Floors Hardwood
 Floor Covering Carpet
 Apartment None

Garage
 Attached 1 Stall with 264 SqFt
 Quality ~~Average/Good~~

Additional Data
 Electronics No
 Home Theater No
 Smart Home No
 Swimming Pool No
 Sump Pump No

*Isnt
 this water
 damage*

*Average floor
 concrete floor
 raised 6" from
 groundwater table*

Additional Area

Other Area
 Shed 33 SqFt

Building Data

Year Built 1956
 Effective Year 1956
 Basement Walls Poured Concrete
 Condition ~~Very Good~~ *Average*
 Quality ~~Very Good~~ *Average*
 Construction Type 2x4 Construction
 Stories One Story
 Roof Cover Asphalt/Compound
 Roof Type Hip
 Heating Fuel Gas
 Heating Type Forced Air
 Air Conditioning Central
 Flr Tot Rms Bed Bath
 01 5 3 1.00 1110 SqFt
 BF 3 2 1.00 1110/1110 SqFt
 Quality ~~Very Good~~ *Average*
 Tot Finished Area 2220 SqFt
 Exterior Walls Brick Veneer/Wood
 Basement Full
 Dining Room Area Dining Area
 Kitchen Cabinets ~~Custom Hardwood~~
 Built-Ins Yes

Listing Date 10/06/2010
 Listing Price 94900
 Review Date 11/22/2011 CHERYLW
 Final App. Date 01/01/2010 CHERYLW

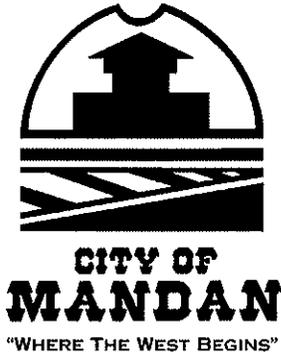
2013 Mrkt Value 178500 Land 13400
 Bldg 165100

2012 Mrkt Value 144800 Land 13400
 Bldg 131400

2013 Est Tax Amount 3168.70

Selling Price Includes Special Assessments
 Current Sale Price 75710
 Current Sale Date 02/19/2013

Previous Sale Price 130500
 Previous Sale Date 11/08/2007
 Data Sheet Printed By: Shirley Shaw



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 23, 2013
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Kelly Steckler, Library Director
SUBJECT: Morton Mandan Public Library's 2014 Budget

PURPOSE

To consider the Morton Mandan Public Library's 2014 Budget.

BACKGROUND

The Morton Mandan Public Library serves all citizens of Morton County and the City of Mandan, and is governed by a Board of Trustees which is appointed by the County Commission and the City Commission. The Library is fiscally dependent upon the County and the City because the County Commission and the City Commission consider the Library's budget, levies taxes and must approve any bond issuances. The Library is reported as a component unit in the City of Mandan's audited financial statements.

The Library's Board of Trustees approved the 2014 Budget on August 22, 2013.

ATTACHMENT

- Morton Mandan Public Library's 2014 Budget

FISCAL IMPACT

The City of Mandan has included the following revenues for the Morton Mandan Public Library in the City's 2014 Budget:

- Property Taxes (7 Mills) = \$343,900
- Delinquent Taxes = \$12,650
- Mobile Home Taxes = \$4,050
- State Grants = \$18,525
- State Aid Distribution = \$10,650
- Disabled Veterans Credit = \$2,150

- Homestead Credit = \$3,750
- Operating Subsidy = \$10,500
- Total = \$406,175

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

To consider the Morton Mandan Public Library's 2014 Budget.

SUGGESTED MOTION

Move to consider the Morton Mandan Public Library's 2014 Budget.

**Morton Mandan Public Library
2014 Budget**

General Fund

Statement of Purpose: To account for operating revenue and expenditures for the current fiscal year.

	<i>Original Budget FY 2013</i>	<i>Revised Budget FY 2013</i>	<i>Proposed Budget FY 2014</i>
Revenues			
Taxes:			
Property Taxes (City)	\$ 309,650	\$ 310,050	\$ 343,900
Delinquent Taxes (City)	\$ 15,250	\$ 12,650	\$ 12,650
Mobile Home Taxes (City)	\$ 3,700	\$ 4,050	\$ 4,050
Total Taxes	\$ 328,600	\$ 326,750	\$ 360,600
Intergovernmental:			
State Grants:			
NDSL (City)	\$ 18,200	\$ 18,525	\$ 18,525
NDSL (County)	\$ 18,100	\$ 18,475	\$ 18,475
State Aid Distribution (City)	\$ 10,650	\$ 10,650	\$ 10,650
Disabled Veterans Credit (City)	\$ 1,800	\$ 2,150	\$ 2,150
Homestead Credit (City)	\$ 3,650	\$ 3,750	\$ 3,750
Morton County	\$ 160,100	\$ 160,100	\$ 160,100
City of Mandan	\$ 21,000	\$ 21,000	\$ 10,500
Total Intergovernmental	\$ 233,500	\$ 234,650	\$ 224,150
Charges for Services:			
Miscellaneous Charges	\$ 50	\$ 50	\$ 50
Copier/Fax/Computer Fees	\$ 2,700	\$ 2,700	\$ 2,700
New Card Fees	\$ 100	\$ 100	\$ 100
Total Charges for Services	\$ 2,850	\$ 2,850	\$ 2,850
Fines and Forfeits:			
Fines	\$ 5,000	\$ 5,000	\$ 5,000
Total Fines and Forfeits	\$ 5,000	\$ 5,000	\$ 5,000
Miscellaneous:			
Interest Earnings	\$ 450	\$ 450	\$ 450
Rent:			
Rice Bowl	\$ 31,200	\$ 31,200	\$ 31,200
Thermo Cool	\$ 4,800	\$ 4,800	\$ 4,800
Donations:			
Donations	\$ 2,000	\$ 2,000	\$ 2,000
Noon Kiwanis-Summer Kids' Programming	\$ 2,000	\$ 2,000	\$ 2,000
Noon Kiwanis-Teen Programming	\$ 1,000	\$ 1,000	\$ 1,000
Refunds	\$ 700	\$ 550	\$ 550
Other	\$ 2,950	\$ 2,450	\$ 2,450

**Morton Mandan Public Library
2014 Budget**

General Fund

Statement of Purpose: To account for operating revenue and expenditures for the current fiscal year.

	<i>Original Budget FY 2013</i>	<i>Revised Budget FY 2013</i>	<i>Proposed Budget FY 2014</i>
Total Miscellaneous	\$ 45,100	\$ 44,450	\$ 44,450
Total Revenues	\$ 615,050	\$ 613,700	\$ 637,050

Expenditures

Library:

Salaries and Benefits:

Assistant Director 19A	\$ 45,800	\$ 45,750	\$ 46,862
Reference/InterLibrary Loan Aid 10A	\$ 29,350	\$ 29,300	\$ 30,035
Children's Program Coordinator 14A	\$ 35,750	\$ 35,750	\$ 36,608
Technical Services/Circulation Aid 10A	\$ 22,000	\$ 22,000	\$ 22,526
Director 23A	\$ 64,650	\$ 64,600	\$ 66,227
Children's Program Assistant	\$ 9,800	\$ 9,800	\$ 11,170
Circulation Assistant I 10A	\$ 11,200	\$ 11,200	\$ 11,170
Outreach Services Coordinator 15A	\$ 37,550	\$ 37,550	\$ 38,459
Outreach Services Assistant I-9A	\$ 22,350	\$ 22,350	\$ 22,880
Outreach Services Driver Librarian 8A	\$ 16,600	\$ 16,600	\$ 17,017
Page	\$ -	\$ 1,650	\$ 1,666
Social Security and Medicare	\$ 22,550	\$ 22,700	\$ 23,300
Pension	\$ 18,000	\$ 19,300	\$ 21,100
Unemployment Compensation	\$ 250	\$ -	\$ -
Workers' Compensation	\$ 800	\$ 850	\$ 850
Health Insurance	\$ 40,250	\$ 40,400	\$ 42,450
Term Life Insurance	\$ 300	\$ 300	\$ 300
Total Salaries and Benefits	\$ 377,200	\$ 380,100	\$ 392,620

Fees and Other Service Charges:

Audit Fees	\$ 500	\$ 550	\$ 550
Accounting Fees	\$ 4,200	\$ 4,200	\$ 4,300
Courier Fees	\$ 2,200	\$ 2,200	\$ 2,200
Computer Telecommunications	\$ 1,600	\$ 1,600	\$ 1,600
System-Related Charges (CDLN Contract)	\$ 10,500	\$ 10,500	\$ 11,000
Technology Support (Server)	\$ 4,500	\$ 4,500	\$ 10,000
Total Fees and Other Service Charges	\$ 23,500	\$ 23,550	\$ 29,650

Insurance:

Insurance	\$ 2,900	\$ 3,900	\$ 4,000
Total Insurance	\$ 2,900	\$ 3,900	\$ 4,000

**Morton Mandan Public Library
2014 Budget**

General Fund

Statement of Purpose: To account for operating revenue and expenditures for the current fiscal year.

	<i>Original Budget FY 2013</i>	<i>Revised Budget FY 2013</i>	<i>Proposed Budget FY 2014</i>
Rentals:			
Building Rental	\$ 1,000	\$ 1,000	\$ 1,000
Total Rentals	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
Travel and Training:			
Staff Training	\$ 2,500	\$ 2,500	\$ 2,500
Board Expenses/Program Mileage	\$ 1,000	\$ 1,000	\$ 1,000
Total Travel and Training	<u>\$ 3,500</u>	<u>\$ 3,500</u>	<u>\$ 3,500</u>
Utilities:			
Utilities	\$ 18,400	\$ 16,450	\$ 16,750
Telephone	\$ 1,800	\$ 1,800	\$ 1,800
Total Utilities	<u>\$ 20,200</u>	<u>\$ 18,250</u>	<u>\$ 18,550</u>
Publishing and Printing:			
Advertising/Public Relations	\$ 2,000	\$ 2,000	\$ 2,000
Total Publishing and Printing	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>
Library Materials:			
Dues and Memberships	\$ 500	\$ 500	\$ 500
Adult/General Materials	\$ 59,000	\$ 59,000	\$ 59,000
Reference, Including Electronic E-books	\$ 10,000	\$ 10,000	\$ 15,000
Easy Materials	\$ 10,000	\$ 10,000	\$ 11,000
Periodicals	\$ 6,000	\$ 6,000	\$ 6,000
Junior Materials	\$ 7,000	\$ 7,000	\$ 7,540
Software Materials	\$ 1,000	\$ 1,000	\$ 1,000
Audiovisuals	\$ 5,000	\$ 5,000	\$ 5,000
Young Adult Materials	\$ 6,000	\$ 6,000	\$ 6,000
Satellite/Movie Services	\$ 600	\$ 600	\$ 600
Reference/Junior Materials	\$ 2,000	\$ 2,000	\$ 2,000
Total Library Materials	<u>\$ 107,100</u>	<u>\$ 107,100</u>	<u>\$ 113,640</u>
Supplies and Maintenance:			
Office Supplies	\$ 7,000	\$ 7,000	\$ 7,000
Postage and Sort Fees	\$ 4,000	\$ 4,000	\$ 4,000
Janitorial Supplies	\$ 3,000	\$ 3,000	\$ 3,000
Gas, Oil, Grease	\$ 5,400	\$ 3,850	\$ 3,900
Copier/Fax/Computer	\$ 3,000	\$ 3,000	\$ 3,000
Materials Processing	\$ 6,000	\$ 6,000	\$ 6,000
Program Supplies:			

**Morton Mandan Public Library
2014 Budget**

General Fund

Statement of Purpose: To account for operating revenue and expenditures for the current fiscal year.

	<i>Original Budget <u>FY 2013</u></i>	<i>Revised Budget <u>FY 2013</u></i>	<i>Proposed Budget <u>FY 2014</u></i>
Preschool to Grade 6	\$ 4,500	\$ 4,500	\$ 4,500
Teens	\$ 2,000	\$ 2,000	\$ 2,000
Total Supplies and Maintenance	<u>\$ 34,900</u>	<u>\$ 33,350</u>	<u>\$ 33,400</u>
 Repairs and Maintenance:			
Equipment Repairs and Maintenance	\$ 2,000	\$ 2,000	\$ 2,000
Building Repairs and Maintenance	\$ 13,000	\$ 13,000	\$ 13,000
Maintenance Contracts:			
Maintenance Contracts	\$ 4,850	\$ 4,850	\$ 4,850
City of Mandan	\$ 9,150	\$ 9,150	\$ 9,400
Vehicle Repairs and Maintenance	\$ 2,000	\$ 2,000	\$ 1,000
Total Repairs and Maintenance	<u>\$ 31,000</u>	<u>\$ 31,000</u>	<u>\$ 30,250</u>
 Capital Outlay:			
Office Equipment/Furniture	\$ 2,000	\$ 2,100	\$ 2,000
Total Capital Outlay	<u>\$ 2,000</u>	<u>\$ 2,100</u>	<u>\$ 2,000</u>
 Transfers:			
Bookmobile Replacement Fund	\$ 10,000	\$ 10,000	\$ 10,000
Capital Reserve Fund	\$ 50,000	\$ 50,000	\$ 15,000
Total Transfers	<u>\$ 60,000</u>	<u>\$ 60,000</u>	<u>\$ 25,000</u>
 Total Expenditures	 <u>\$ 665,300</u>	 <u>\$ 665,850</u>	 <u>\$ 655,610</u>

**Morton Mandan Public Library
2014 Budget
General Fund**

Summary

Statement of Purpose: To account for the revenue and expenditures along with the goal of maintaining at least 17% of operating expense reserve balance.

	<u>Original Budget FY 2013</u>	<u>Revised Budget FY 2013</u>	<u>Proposed Budget FY 2014</u>
Actual Fund Balance-January 1	\$ 205,313	\$ 205,313	
Estimated Fund Balance-January 1			\$ 153,163
Operating:			
Revenues	\$ 615,050	\$ 613,700	\$ 637,050
Expenditures	\$ 605,300	\$ 605,850	\$ 630,610
Excess of Revenues Over (Under) Expenditures	<u>\$ 9,750</u>	<u>\$ 7,850</u>	<u>\$ 6,440</u>
Non-Operating:			
Expenditures:			
Transfers:			
Bookmobile Replacement Fund	\$ 10,000	\$ 10,000	\$ 10,000
Capital Reserve Fund	\$ 50,000	\$ 50,000	\$ 15,000
Estimated Fund Balance-December 31	<u>\$ 155,063</u>	<u>\$ 153,163</u>	<u>\$ 134,603</u>
		\$ 630,610	\$ 630,610
		x Operating Reserve (17%)	17%
		<u>\$ 107,204</u>	<u>\$ 107,204</u>

**Morton Mandan Public Library
2014 Budget**

Bookmobile Replacement Fund

Statement of Purpose: To be used as future replacement of Bookmobile unit.

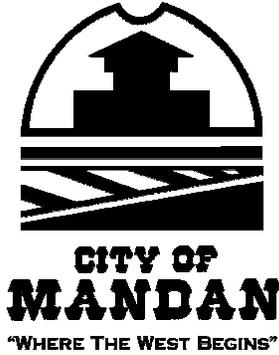
	<i>Original Budget FY 2013</i>	<i>Revised Budget FY 2013</i>	<i>Proposed Budget FY 2014</i>
Actual Fund Balance-January 1	\$ 23,661	\$ 23,661	
Estimated Fund Balance-January 1			\$ 33,661
Revenues			
Miscellaneous:			
Interest Earnings	\$ -	\$ -	\$ -
Total Miscellaneous	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Transfers:			
General Fund	\$ 10,000	\$ 10,000	\$ 10,000
Total Transfers	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Total Revenues	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Expenditures			
Capital Outlay:			
Bookmobile	\$ -	\$ -	\$ -
Total Capital Outlay	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Excess of Revenues Over (Under) Expenditures	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Estimated Fund Balance-December 31	<u>\$ 33,661</u>	<u>\$ 33,661</u>	<u>\$ 43,661</u>

**Morton Mandan Public Library
2014 Budget**

Capital Reserve Fund

Statement of Purpose: To be used for future building and capital improvements over \$5,000.

	<i>Original Budget FY 2013</i>	<i>Revised Budget FY 2013</i>	<i>Proposed Budget FY 2014</i>
Actual Fund Balance-January 1	\$ 42,531	\$ 42,531	
Estimated Fund Balance-January 1			\$ 92,531
Revenues			
Transfers:			
General Fund	\$ 50,000	\$ 50,000	\$ 15,000
Total Transfers	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 15,000</u>
Total Revenues	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 15,000</u>
Expenditures			
Repairs and Maintenance:			
Building Repairs and Maintenance	\$ -	\$ -	\$ -
Total Repairs and Maintenance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Capital Outlay:			
Building Improvements	\$ -	\$ -	\$ -
Office Equipment/Furniture	\$ -	\$ -	\$ -
Total Capital Outlay	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Excess of Revenues Over (Under) Expenditures	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 15,000</u>
Estimated Fund Balance-December 31	<u>\$ 92,531</u>	<u>\$ 92,531</u>	<u>\$ 107,531</u>



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 30, 2013
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth
SUBJECT: Consider authorization to advertise for bids for the Mandan Water Treatment Plant, Phase II Optimization project.

STATEMENT/PURPOSE: To allow for the project to be advertised for bids.

BACKGROUND/ALTERNATIVES: City staff was able to secure a state revolving fund loan to make improvements to the city's Water Treatment Plant. The scope of the improvements are varied and listed in the attached opinion of probable cost furnished by AE2S. The scope has changed some since the SRF loan application was submitted and approved. The changes in scope are a result of problems and discoveries that came about after the loan was approved, primarily with the pretreatment basin and the storage room. Due to the revised estimated project cost, the bids will be structured to allow the City to select the options that are affordable within the available funding for the project. If project cost does run over the 1,200,000 loan that was approved, the finance office has indicated that some money in the utility fund could be available.

Plans are nearing completion by AE2S and will be reviewed by City staff upon completion. Following the final review, Advanced Engineering would advertise for bids for the project.

ATTACHMENTS: AE2S opinion of probable cost of project.

FISCAL IMPACT: A DWSRF loan is in place for \$1,200,000 of the project. The finance office has indicated that the utility fund could be used for some cost over the \$1,200,000 covered by the loan.

STAFF IMPACT: Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: September 3, 2013

Subject: Consider authorization to advertise for bids for the Mandan Water Treatment Plant, Phase II Optimization project.

Page 2 of 3

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

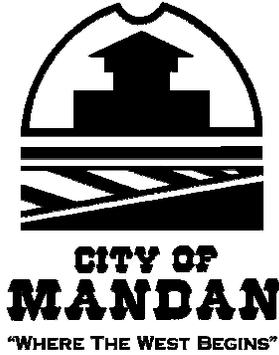
RECOMMENDATION: This office supports moving forward with this project and would allow the advertisement to move forward.

SUGGESTED MOTION: I move to authorize for the advertisement for bids of the Mandan Water Treatment Plant, Phase II Optimization project.

Board of City Commissioners
 Agenda Documentation
 Meeting Date: September 3, 2013
 Subject: Consider authorization to advertise for bids for the Mandan Water Treatment Plant, Phase II Optimization project.
 Page 3 of 3

Water Treatment Plant Phase II Optimization Improvements
 City of Mandan
 City Project No. 601.658.62220
 AE2S Project No. P00510-2010-03
 30% Design Opinion of Probable Project Costs

Proposed Improvements	8/8/2013	8/8/2013
	Opinion of Costs	Alternates
1 Plant #1 Recarbonation Basin Improvements	\$50,000	
2 66' Pretreatment Basin Improvements		
a. Replace scraper bearings.	\$34,000	
b. Prep/paint metal surfaces.	\$99,000	
c. Demo existing tube settlers and supports.	\$20,000	
d. New tube settlers and supports.		\$422,000
e. Catwalk repairs.	\$25,000	
f. Launder support connections.	\$25,000	
g. Drive sprocket replacement for 66' and 38' basins.	\$10,000	
h. Demo abandoned radiant heating system	\$5,000	
i. Wall and ceiling painting.	\$50,000	
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	\$50,000	
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		
12 Replace Existing Lime Screw Auger, Rotary Feeder, Knife Gate Valve, Blower, Dust Collectors (x2), Transfer Elbows (x4)		
a. Replace lime screw auger	\$14,000	
b. Replace rotary feeder	\$21,000	
c. Replace silo isolation valve with knife gate.	\$5,000	
d. Replace blower	\$38,000	
e. Replace dust collectors (x2)	\$63,000	
f. Replace transfer elbows (x4)	\$19,000	
13 Old Chlorine/Storage Room	\$150,000	
14 Garage Block Wall Pulling Away from Building	\$10,000	
15 Intake Building - Repair deteriorating block, add ventilation, replace front door	\$5,000	
Estimated Construction Costs	\$899,000	\$1,321,000
Contingencies	\$90,000	\$132,000
Turbidimeters (City direct purchase)	\$15,843	\$15,843
Subtotal Construction Costs	\$1,004,843	\$1,468,843
Professional Services		
Preliminary Engineering	\$32,000	\$32,000
Final Design	\$60,000	\$60,000
Bidding	\$15,000	\$15,000
Construction	\$81,000	\$81,000
Post-Construction	\$28,000	\$28,000
I&C	\$40,000	\$40,000
Funding Assistance	\$15,000	\$15,000
Scope Change Items	\$30,000	\$40,000
Subtotal Professional Services	\$301,000	\$311,000
Summary		
Estimated Construction Costs	\$1,004,843	\$1,468,843
Professional Services	\$301,000	\$311,000
Total	\$1,305,843	\$1,779,843
SRF Loan (Budget)	\$1,200,000	\$1,200,000



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2013
PREPARATION DATE: August 30, 2013
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Business Development & Communications
Director Ellen Huber
PRESENTER: Business Development & Communications
Director Ellen Huber
SUBJECT: Parking ease agreement

STATEMENT/PURPOSE: To consider a parking lease agreement with Crown Equity, LLC for spaces in the public lot F (to the east of the Fire Station) for initial use for staging of equipment and materials for the construction of the Collins Place building and ultimately for tenants of the building.

BACKGROUND/ALTERNATIVES: Crown Equity, LLC, is constructing a mixed-used, four-story building to be known as Collins Place at the corner of Collins Avenue and Main Street. The building will have 3,000 sf of commercial space at street level and 29 apartments. Approximately 12 parking spaces are included in the site plan.

Crown Equity LLC is seeking a long-term lease agreement for the rental of an additional 25 spaces from the City of Mandan in parking lot F (see attached map). The proposed rate is at \$20 per month, same as the rate paid by other tenants in the lot. The lot has been at approximately 50 percent capacity for the last few years. Spaces are still retained for firefighters immediately to the east of the station.

A draft lease agreement is attached. Minor revisions are anticipated on Tuesday to require either a quarterly, bi-annual or annual payment and to allow for use of the spaces for staging of equipment and materials for the construction process, if needed.

ATTACHMENTS: Lot F map and draft lease agreement.

FISCAL IMPACT: \$500 per month; \$6,000 per year

STAFF IMPACT: None

LEGAL REVIEW: Attorney Brown drafted the agreement.

RECOMMENDATION: I recommend approval of the parking agreement with revisions to be available at the Commission meeting.

SUGGESTED MOTION: I move to approve the parking lease agreement with Crown Equity, LLC.

	36 RENTED			RENTED 13
	37 RENTED	PARKING LOT "F"		RENTED 12
PRIVATE FIRE STATION PARKING	38 RENTED	35	14 RENTED	RENTED 11
	39	34	15 RENTED	RENTED 10
	40	33	16 RENTED	RENTED 9
	41	32	17 RENTED	RENTED 8
	42	31	18 RENTED	RENTED 7
	43	30	19 RENTED	RENTED 6
	44	29	20 RENTED	RENTED 5
	45	28	21	RENTED 4
	46	27	22	RENTED 3
			26	23
		25	24	RENTED 1
		49	50	

(2) dumpsters
47/48

LEASE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____, 2013, by and between the City of Mandan of 205 Second Avenue NW, Mandan, ND 58554, hereinafter referred to as "Lessor," and Crown Equity, LLC, of P.O. Box 14010, Grand Forks, ND 58208-4010, a limited liability company organized and operated under the laws of the State of North Dakota, hereinafter referred to as "Lessee."

1. **LEASED PREMISES**: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property located in Block 6, Original Town of Mandan, Morton County, North Dakota, used in the operation of a parking lot, specifically spaces 20 to 35, 39 to 46, and 49 and 50.

2. **TERM**: The term of this Lease shall be for a two year period from the date of this Agreement.

3. **RENTAL**: Lessee agrees to pay a monthly rental in the sum of \$20.00 per space per month, payable in advance on the 1st of each and every month, during the term of this Agreement.

4. **USE OF LEASED PROPERTY**: Lessee agrees that the demised premises shall be used and occupied by it only for purposes of conducting its motor vehicle parking for its tenants and other related business operations and for no other purpose or purposes, without Lessor's written consent.

5. **REPAIRS**: Lessee, during the term of this Lease shall, at its sole expense, make all repairs that shall be reasonably necessary to keep said parking spaces in good condition and repair. Lessee further agrees that all damage or injury done to the premises by Lessee or any other person who may be in or upon the premises, except Lessor, Lessor's agents, servants and

employees, shall be repaired by Lessee at its own expense. Lessee agrees at the expiration of this Lease, or upon the earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and damage by act of God or fire or other causes beyond the control of Lessee excepted.

6. SUBLEASE: Lessee shall not assign this Lease or any interest therein nor sublet said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person, without the prior written consent of Lessor.

7. DEFAULT: This Lease is made upon the express condition that if Lessee fails to pay the rental reserved hereunder or any part thereof after the same shall become due, and such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee, or if Lessee fails or neglects to perform, meet or observe any of Lessee's other obligations hereunder and such failure or neglect shall continue for a period of 30 days after written notice thereof from Lessor to Lessee, the Lessor at any time thereafter, by written notice to Lessee, may lawfully declare the termination hereof and re-enter said premises or any part thereof, and by due process of law, expel, remove and put out Lessee or any person or persons occupying said premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for preceding breach of covenant or conditions.

The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by Lessee other than the failure to pay the

particular rental so accepted, and the waiver of any breach of any covenant or condition by Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.

8. APPLICABLE LAW: Lessee, at its own cost and expense, shall comply promptly with all laws, rules and orders of the federal, state and municipal governments, or departments, which may be applicable to the leased premises. This Lease shall be construed and enforced in accordance with the laws of the State of North Dakota.

9. NOTICES: All notices to be given to Lessor or Lessee shall be in writing, deposited in the United States Mail, with first class postage prepaid and addressed to Lessor and Lessee at the addresses stated above.

10. SUCCESSOR PARTIES: All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions set forth in this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease.

LESSOR:

CITY OF MANDAN

By: _____
Its _____

LESSEE:

CROWN EQUITY, LLC

By: _____
Its _____

LEASE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____, 2013, by and between the City of Mandan of 205 Second Avenue NW, Mandan, ND 58554, hereinafter referred to as "Lessor," and Crown Equity, LLC, of P.O. Box 14010, Grand Forks, ND 58208-4010, a limited liability company organized and operated under the laws of the State of North Dakota, hereinafter referred to as "Lessee."

1. LEASED PREMISES: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property located in Block 6, Original Town of Mandan, Morton County, North Dakota, used in the operation of a parking lot, specifically spaces 21 to 35, 39 to 46, and 49 and 50.

2. TERM: The term of this Lease shall be for a two year period from the date of this Agreement.

3. RENTAL: Lessee agrees to pay rent in the sum of \$20.00 per space per month, payable six months in advance on the 1st of September, 2013, and in advance every six month period thereafter, during the term of this Agreement.

4. USE OF LEASED PROPERTY: Lessee agrees that the demised premises shall be used and occupied by it only for purposes of conducting its motor vehicle parking for its tenants and other related business operations and for no other purpose or purposes, without Lessor's written consent. During construction of Lessee's building in the southwest corner of Block 6, Lessee may use some of the parking spaces for staging of equipment and materials.

5. REPAIRS: Lessee, during the term of this Lease shall, at its sole expense, make all repairs that shall be reasonably necessary to keep said parking spaces in good condition and repair. Lessee further agrees that all damage or injury done to the premises by Lessee or any

other person who may be in or upon the premises, except Lessor, Lessor's agents, servants and employees, shall be repaired by Lessee at its own expense. Lessee agrees at the expiration of this Lease, or upon the earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and damage by act of God or fire or other causes beyond the control of Lessee excepted.

6. SUBLEASE: Lessee shall not assign this Lease or any interest therein nor sublet said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person, without the prior written consent of Lessor.

7. DEFAULT: This Lease is made upon the express condition that if Lessee fails to pay the rental reserved hereunder or any part thereof after the same shall become due, and such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee, or if Lessee fails or neglects to perform, meet or observe any of Lessee's other obligations hereunder and such failure or neglect shall continue for a period of 30 days after written notice thereof from Lessor to Lessee, the Lessor at any time thereafter, by written notice to Lessee, may lawfully declare the termination hereof and re-enter said premises or any part thereof, and by due process of law, expel, remove and put out Lessee or any person or persons occupying said premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for preceding breach of covenant or conditions.

The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by Lessee other than the failure to pay the

particular rental so accepted, and the waiver of any breach of any covenant or condition by Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.

8. APPLICABLE LAW: Lessee, at its own cost and expense, shall comply promptly with all laws, rules and orders of the federal, state and municipal governments, or departments, which may be applicable to the leased premises. This Lease shall be construed and enforced in accordance with the laws of the State of North Dakota.

9. NOTICES: All notices to be given to Lessor or Lessee shall be in writing, deposited in the United States Mail, with first class postage prepaid and addressed to Lessor and Lessee at the addresses stated above.

10. SUCCESSOR PARTIES: All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions set forth in this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease.

LESSOR:

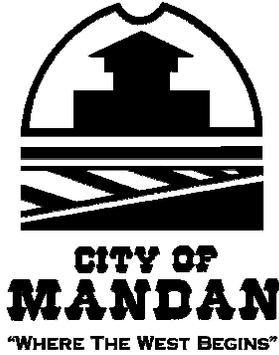
CITY OF MANDAN

By: _____
Its _____

LESSEE:

CROWN EQUITY, LLC

By: _____
Its _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 3, 2012
PREPARATION DATE: August 30, 2012
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Process for issuing Class A Liquor License

STATEMENT/PURPOSE: To determine the process for issuing an existing Class A General retail (on- and off-premises) liquor license.

BACKGROUND/ALTERNATIVES: We currently have two Class A Liquor Licenses not being utilized. We have an application for one of the licenses. Applicant would prefer a Class D-1 Exclusive retail off-sale alcoholic beverage license, however none are available and therefore has applied for a Class A license and is planning on 10-15 seats within the store for on sale.

We also believe there may be other parties, in addition to current applicant, that would be interested in obtaining a Class D-1 License. Our ordinances dictate a measuring date of May 31 at which time there needed to be an additional 500 living units in order for the Commission to consider adding additional licenses. The 500 additional units were not met.

The availability of two Class A licenses along with what we believe to be the true interest which are the Class D-1 licenses creates a few items warranting discussion:

- Issuing a Class A license to a party, which will make minimal accommodations to satisfy the on sale requirement, which desires a Class D-1 License, may be underutilizing the intent of a Class A license.
- There is currently no interest in a Class A license to establish a full scale “bar” on sale.
- Allowing the issuance of a Class A license puts the license into production no matter how many seats are put into the on sale portion.
- Potentially issuing the Class A license to parties desiring a Class D-1 and when a Class D-1 goes up for bid and if the Class A holder wishes to convert the Class A to a D-1, the Class A comes back to the City.

- Consider some minimum seating or sales requirement for the issuance of a Class A license holder.

Guidance in the manner in which to issue the licenses can be found in Mandan Code of Ordinances Section 12-02-06, which reads in part:

Whenever the board increases the number of licenses available in any class, or when a license is not renewed, or is revoked, a one-time only issuance fee, in an amount determined by the board in its discretion, shall be paid by any new licensee. The issuance fee shall be in addition to the annual license fee. In lieu of setting an issuance fee, the board may utilize a competitive sealed bidding process for the award of these licenses, may establish a minimum bid or substitute any other procedure for the issuance of a license as determined by the board. (emphasis added)

If the Commission wishes to put the Class A License out for bids the following schedule is proposed:

- September 3, 2013 – Commission makes available the additional license
- September 3, 2013 - Commission determines the process to award additional licenses
 - Sealed Bids
 - Minimum Bid Class A, \$? (previously a Class D-1 was \$7,500; two highest bids were \$36,000 and \$40,711; and a Class D, \$40,000; highest bid was \$80,000)
- September 13, 2013 – Notice is placed on the City of Mandan Website
- September 13, 2013 – Notice is placed in the Mandan News
- October 4, 2013 – 11:00 a.m. Deadline for applications and sealed bids to be received & opened
- October 9, Invite top three bidders the opportunity to raise their bid via auction.
- October 15, 2013 – Commission determines apparent successful bidder.

ATTACHMENTS: n/a

FISCAL IMPACT: unknown at this time

STAFF IMPACT: minimal

LEGAL REVIEW:

RECOMMENDATION: I recommend putting one Class A General retail on and off premise liquor license up for public bids in accordance with the schedule and process as proposed, with a minimum bid of \$25,000.

In addition recommend the license must be put into production within 12 months from the time of award. If the license is not put into production within 12 months, the amount over the minimum bid be returned to the applicant, however, the minimum bid amount is forfeited.

If the successful applicant is in the apparent successful bidder for a subsequent Class D-1 license within three years from the initial awarding of a Class A license, the Class A license shall be returned to the City, and the minimum bid and amount paid over and above the minimum bid for the license could be utilized for the Class D-1 bid.

SUGGESTED MOTION: I move to place one Class A General retail on and off premise liquor license up for public bids in accordance with the schedule and process as proposed, with a minimum bid of \$25,000.

In addition recommend the license must be put into production within 12 months from the time of award. If the license is not put into production within 12 months, the amount over the minimum bid be returned to the applicant, however, the minimum bid amount is forfeited.

If the successful applicant is in the apparent successful bidder for a subsequent Class D-1 license within three years from the initial awarding of a Class A license, the Class A license shall be returned to the City, and the minimum bid and amount paid over and above the minimum bid for the license could be utilized for the Class D-1 bid.

ORDINANCE NO. 1158

An Ordinance to Amend and Re-enact
Section 21-03-10(1)(a) of the Mandan Code of Ordinances
Relating to Automobile Parking

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

Section 21-03-10(1)(a) of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Section 21-03-10. Automobile Parking.

1. Off-Street Parking. Except as provided in this section, no application for a building permit or certificate of occupancy in any zone shall be approved unless there is included with the plan for such a building, improvement or use, a plot plan showing the required open space designated as being reserved for off-street parking purposes to be provided in connection with such a building, improvement or use in accordance with this section; and no certificate of occupancy shall be issued unless the required facilities have been provided in accordance with those shown on the attached plan. Such off-street parking shall be provided on the bases of the following minimum requirements:

- a. Dwellings, including single-family, two-family and multi-family dwelling— ~~one~~ two off-street parking spaces for each dwelling unit; except that for an efficiency apartment only one off-street parking space shall be required.
- b. 50% of the required parking spaces must be exterior parking.

By: _____
President, Board of City Commissioners

Attest:

City Administrator

First Consideration: September 3, 2013
Second Consideration _____
and Final Passage: _____
Publication Date: _____

RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 177
(Project No. 2012-22)

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

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 177 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Northern Improvement Company whose bid provides for the construction of said improvement at a total estimated base price of \$340,999.10.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 3rd day of September, 2013

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

RESOLUTION
APPROVING CONTRACT AND CONTRACTOR'S BOND FOR
STREET IMPROVEMENT DISTRICT NO. 179
(Project No. 2013-10)

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

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Street Improvement District No. 179 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Tand Construction LLC whose bid provides for the construction of said improvement at a total estimated base price of \$334,275.00.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 3rd day of September, 2013

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

**RESOLUTION OF VACATION
Board of City Commissioners
City of Mandan, North Dakota**

WHEREAS, Dennis Meyer has submitted to the Board of City Commissioners of the City of Mandan a verified petition asking that public streets located at 28th Street NW from 8th Avenue NW to 12th Avenue NW; 29th Street NW from 8th Avenue NW to 12th Avenue NW and 30th Street NW from 8th Avenue NW to 12th Avenue NW as platted in Terra Vallee 6th Addition and School District 5th Addition, lying in Section 16, Township 139N, Range 81W of the 5th Principal Meridian, City of Mandan, Morton County, North Dakota, be vacated. Said streets each having a nominal width of 66 feet, more fully described as follows:

28TH STREET NORTHWEST VACATION DESCRIPTION

Part of the Terra Vallee Sixth Addition, said subdivision plat being a part of Southeast Quarter of the Southeast Quarter of Section 16, Township 139 North, Range 81 West, described as follows: Beginning at the Northeast corner of Lot 1 of Block 1 as designated upon said Terra Vallee Sixth Addition, said point also being on the existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 89 degrees 20 minutes 16 seconds West on along the Southerly Right Of Way line of 28th Street Northwest a distance of 865.89 feet to the Northwest corner of Lot 10 of Block 1 of said; thence South 00 degrees 10 minutes 51 seconds East on and along said Southerly Right Of Way line a distance of 6.50 feet to a point, thence South 89 degrees 20 minutes 16 seconds West on and along said Southerly Right Of Way line a distance of 278.86 feet to a point on the Easterly Right Of Way line of 12th Avenue Northwest said point also being the beginning of a non-tangential curve concaved to the right (Southeasterly) having a radius of 417.00; thence Northeasterly along said curve a distance of 69.32 feet through a central angle of 9 degrees 31 minutes 28 seconds having a chord bearing North 16 degrees 55 minutes 20 seconds East and a chord distance of 69.23 feet to a point on the Northerly Right Of Way line of said 28th Street Northwest; thence North 89 degrees 20 minutes 16 seconds East on and along said Northerly Right Of Way line a distance of 258.50 feet to a point; thence South 00 degrees 10 minutes 51 seconds East on and along said Northerly Right Of Way line a distance of 6.50 feet to a point, thence North 89 degrees 20 minutes 16 seconds East on and along said Northerly Right Of Way line a distance of 865.99 feet to a point on said existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 00 degrees 05 minutes 41 seconds East on and along said Westerly Right Of Way line a distance of 66.00 feet to the point of beginning, situated in the City of Mandan, Morton County, and the state of North Dakota: subject to any previously recorded or unrecorded easements.

29TH STREET NORTHWEST VACATION DESCRIPTION

Part of the Terra Vallee Sixth Addition, said subdivision plat being a part of Southeast Quarter of the Southeast Quarter of Section 16, Township 139 North, Range 81 West, described as follows: Beginning at the Northeast corner of Lot 1 of Block 2 as designated

upon said Terra Vallee Sixth Addition said point also being on the existing Westerly Right Of Way line South of 8th Avenue Northwest; thence South 89 degrees 21 minutes 54 seconds West on and along the Southerly Right Of Way line of 29th Street Northwest a distance of 866.38 feet to a point on the Easterly Right Of Way line of the 12th Avenue Northwest; thence North 00 degrees 10 minutes 51 seconds West on and along said Easterly Right Of Way line a distance of 66.00 feet to a point on the Northerly Right Of Way line of said 29th Street Northwest; thence North 89 degrees 21 minutes 54 seconds East on and along said Northerly Right Of Way line a distance of 866.48 feet to a point on the existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 00 degrees 05 minutes 41 seconds East on and along said Easterly Right Of Way line a distance of 66.00 feet to the point of beginning, situated in the City of Mandan, Morton County, and the state of North Dakota: subject to any previously recorded or unrecorded easements.

30TH STREET NORTHWEST VACATION DESCRIPTION

Part of the Terra Vallee Sixth Addition, said subdivision plat being a part of Southeast Quarter of the Southeast Quarter of Section 16, Township 139 North, Range 81 West, described as follows: Beginning at the Northeast corner of Lot 1 of Block 3 as designated upon Terra Vallee Sixth Addition, said point also being on the existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 89 degrees 21 minutes 54 seconds West on and along the Southerly Right Of Way line of 30th Street Northwest a distance of 833.50 feet to a point on the Easterly Right Of Way line of 12th Avenue Northwest; thence North 00 degrees 05 minutes 30 seconds West on and along said Easterly Right Of Way line a distance of 66.00 feet to a point on the Northerly Right Of Way line of said 30th Street Northwest; thence North 89 degrees 21 minutes 54 seconds East on and along said Northerly Right Of Way line a distance of 833.49 feet to a point on said existing Westerly Right Of Way line of 8th Avenue Northwest; thence South 00 degrees 05 minutes 41 seconds East on and along said Westerly Right Of Way line a distance of 66.00 feet to the point of beginning, situated in the City of Mandan, Morton County, and the state of North Dakota: subject to any previously recorded or unrecorded easements.

WHEREAS, The Board having deemed it expedient to consider such petition and having ordered that said petition be heard by the Board at its regular meeting held at City Hall in the City of Mandan, North Dakota, on September 3, 2013, at 5:00 o'clock p.m., CDT, and the City Administrator having published notice of the filing of the petition and the object therein in the official newspaper once each week for four (4) consecutive weeks, as required by law, which notice stated that the petition would be heard and considered on the date and time aforesaid, at which time any persons interested might appear and be heard, and proof of such publication of the notice having been made and filed; and

WHEREAS, on the 3rd of September, 2013, at 5:00 o'clock p.m., CDT, being not less than thirty days after the first publication of the notice aforesaid, the Board of City Commissioners proceeded to hear the testimony and evidence of persons interested and no one having appeared against said petition of vacation, and it appearing to the

satisfaction of the Board of City Commissioners that said petitioners are the owners in fee simple of the property adjoining the right of way to be vacated; that no objections by the immediately adjoining landowner to the requested vacation were raised at the public hearing, that said petition was accompanied by a map of the area proposed to be vacated; which map is on file in the office of the City Administrator of Mandan; and the facts and reason for the vacation of such area as established by the petition and the testimony and evidence are good and sufficient to justify the vacation of such area;

NOW, THEREFORE, BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, that the above described right of way located in the City of Mandan, Morton County, North Dakota be and the same are hereby vacated.

BE IT FURTHER RESOLVED, That the within and foregoing Resolution shall become effective from the time of its passage and publication.

Approved and passed September 3, 2013, by at least two-thirds vote of all the members of the Board of City Commissioners.

President, Board of City Commissioners

ATTEST:

City Administrator

Public Notice Dates: August 9, 16, 23 & 30, 2013
Public Hearing: September 3, 2013
Final Passage: September 3, 2013
Publication Date: _____

