CITY OF MANDAN
"WHERE THE WEST BEGINS"

AGENDA
MANDAN CITY COMMISSION
DECEMBER 17, 2013
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

A. ROLL CALL:
   1. Roll call of all City Commissioners.

B. APPROVAL OF AGENDA:

C. PUBLIC COMMUNICATIONS;

D. MINUTES:
   1. Consider approval of the minutes from the December 3, 2013 Board of City Commission meeting.

E. PUBLIC HEARING:
   1. Consider approval of a zoning change for Christianson's First Addition. (First consideration of Ordinance #1136)(*See Ordinances No. 5*).

F. BIDS:

G. CONSENT AGENDA:
   1. Consider approval of monthly bills.
   2. Consider reorganization in Building Inspection, Assessing & Finance personnel.
   3. Consider approval of Special Sunday Openings for Bayside Tesoro for January 5, 2014 – June 29, 2014.
   4. Consider amendment for increased allocation under U.S. Treasury State Small Business Credit Initiative.
   5. Consider approval of the City of Mandan Voting Locations for the June 10, 2014 Election.
   6. Consider the following abatements/exemptions:
      i. Homestead Credit abatement – Henry Gustin
      ii. Homestead Credit abatement – Mardella Meske
      iii. Missed property Tax exemption – new or expanding Business – Jessara Properties, LLC (Assessor error)

H. OLD BUSINESS:
   1. Discussion relative to activities of the Morton Mandan Combined Communications Center.

I. NEW BUSINESS:
1. Consider approval of Engineering Services Agreement with Houston Engineering for construction observation of Sunset Drive.
2. Consider approval of amendments to water and sewer systems' Capital Improvements Plan.
3. Consider agreements with North Dakota State Water Commission for funding assistance for New Raw Water Intake and Water Treatment Plant Improvements Projects.
4. Consider Renaissance Zone Committee recommendations
   i. Lease by Sweet Beginnings Bakery/ We Ship & More of 300 W Main Street
   ii. Three appointments for a 2014-2016 term
5. Acting as Board of Adjustment, consider for approval the request to rezone Meadows 6th Addition from R7 Single Family Residential to RMH Residential Mobile Home Subdivision
6. Consider for approval an agreement with Morton County for administration of zoning and subdivision regulations in the Extraterritorial Zone
7. Consider appointments to the MARC Committee.

J. RESOLUTIONS AND ORDINANCES:
1. Consider Financing Resolution for Water and Sewer Improvement Districts #57, #60, and Street Improvement Districts #158, #159, #162, #167, #168, #169, #170, #171, #173 Definitive Improvement Warrants. *(Note: Bond sale was approved by the Board on December 3, 2013)*
2. Consider Resolution Authorizing Issuance of $4,015,000 Refunding Improvement Bonds of 2013, Series C. *(Note: Relates to Agenda item J.1.)*
3. Consider Resolution Authorizing Issuance of $136,629.78 Sidewalk, Curb and Gutter Warrant of 2013.
4. Consider Resolution authorizing a fee to be used for park land acquisition and development within the City of Mandan.
5. Introduction and first consideration of Ordinance 1136, an Ordinance for zoning change for Christianson's First Addition.

K. OTHER BUSINESS:
1. Consider allowing the sale of fireworks within city limits

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. January 7, 2014
2. January 21, 2014 – 5 p.m. start time
3. February 4, 2014

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 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 December 3, 2013 in the Ed "Bosh" Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Frank and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Planning & Engineering Director Froseth, Planner Decker, Engineering Project Manager Fettig, and Assessor/Building Official Lalim. Absent: Business Development and Communications Director Huber.

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

C. PUBLIC COMMUNICATIONS: No one came forward. This portion of the public communications was closed.

D. MINUTES:

1. Consider approval of the following minutes from the Board of City Commission regular meeting held November 19, 2013. Commissioner Tibke moved to approve the minutes as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

G. CONSENT AGENDA

1. Consider for approval the final Replat of Terra Vallee 2nd Addition.

2. Consider authorizing a work change order on Street Improvement District No. 179, Project No. 2013-10 (Meadow Ridge 3rd Addition).

3. Consider approval of the following Special Sunday Openings for Coborn's Inc. dba Bill's Liquor and dba Captain Jack's Mandan for December 8, 2013 through June 29, 2014.

Commissioner Rohr moved to approve the Consent Agenda as presented. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. Consider discontinuing annual Sidewalk Project for new construction. Kim Fettig, Engineering Project Manager reviewed with the Board a request to consider discontinuing the annual sidewalk project. At the May 7, 2013 meeting the Board

decided not to have a sidewalk construction job for new construction projects (89) due to lack of bids received. Currently there are 19 of the 89 sidewalks that remain incomplete at this time. She stated there have been 249 permits issued for sidewalk or apron work this year which indicates there has not been much of an issue with not having the project. Fettig indicated that the annual repair and replace project on existing properties would remain intact. She requested discontinuation of the annual project.

Commissioner Rohr moved to discontinue the annual Sidewalk Project for new construction. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. Presentation by Mike Manstrom, Dougherty & Company LLC, regarding the sale of $4,015,000 Refunding Improvement Bonds of 2013, Series C. (See Resolutions #3). Mike Manstrom of Dougherty & Company, LLC presented a request for the sale of $4,015,000 Refunding Improvement Bonds of 2013, Series C. He stated that 7 bids have been received with Raymond James & Associates, Inc. with the low bid. This is on the 15-year maturity Improvement Bonds of 2013 Series C at 2.6725%. Manstrom reviewed the Moody's rating of A1 on the City's outstanding general obligation (GO) bonds and refunding improvement bonds that are rated on parity with the City's GO bonds. Moody's does like Mandan's growth and low unemployment as well as the City's General Fund balance.

Commissioner Frank moved to approve the Resolution awarding sale of $4,015,000 Refunding Improvement Bonds of 2013, Series C. 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. Introduction of new Police Officer Matthew Graves. Police Chief Bullinger introduced new officer Matthew Graves to the Mandan Police Department. Graves was formerly a Customs and Border Protection Officer. Mayor Van Beek extended a welcome to Officer Graves to the Mandan Community.

4. Discussion relative to activities of the Morton Mandan Combined Communications Center. Tom Doering, Morton/Mandan Combined Communications Center Director, (in addition to his role as Emergency Manager/911 Coordinator for Morton County), came before the Board. He presented a request for the approval of some minor revisions to the Memorandum of Understanding which established the Morton/Mandan Combined Communications Center (MMCCC). The other part of his presentation is for the MMCCC's prospective use of Computer Aided Dispatch (CAD) system now in use by the Bismarck/Burleigh Combined Communications Center (BBCCC). He stated that on November 12, 2013 at the County Commission meeting a representative from the Metro Ambulance was added to the Communications Advisory Committee (which is currently comprised of Chief Nardello, Chief Bullinger, and Sheriff Shipman). This action requires the revision of the MOU establishing MMCCC and

approval of the City of Mandan Commission. He pointed out that MMCCC has been without a CAD since 2009. COP Desk is the Records Management System currently in use by the Mandan Police Department and Morton County Sheriff which is no longer supported by the developer of the system. His understanding of why a CAD system has not been implemented previously has to do with Mandan and Morton County problems with records management and they are waiting to see what system the State is going to adopt. That decision has been made and the contract went to Motorola as the State system for records management. The go-live date for the State system has been set for April, 2014. Doering stated that both Chief Bullinger and Sheriff Shipman have been anticipating the start-up of this program. He reviewed the startup and on-going fees associated with the interface and use of the system and stressed the importance of community safety of which the CAD would offer for Mandan and surrounding areas. Doering reviewed the Memorandum of Understanding, the financials related to the system and the agreement between Morton, Mandan, and Bismarck for the use of their communication center CAD.

He recommended not going live until the systems are on-line in order to avoid duplication data entry. The agreement from Bismarck/Burleigh for the use of the CAD has been reviewed by the Morton County States Attorney. The recommendation of the Communications Advisory Committee is to move forward with the implementation of BBCCC's SunGard CAD system for the Mandan Fire Department.

Commissioner Tibke questioned why the Communications Advisory Committee is recommending adding Metro Ambulance as a member. Doering replied that based on the different disciplines that respond to emergencies it was suggested to include ambulance services. Doering continued explaining that a CAD system will encompass a much broader area to respond to emergencies. Fire Chief Nardello voiced concern that the Fire Department is in need of this service now. He stated that he has discussed with Bismarck/Burleigh's Communications Director Mike Dannenfelzer and he indicated they would be willing to lease the CAD Fire/EMS system until the law enforcement system is up and running. There would be a cost for the interfacing of the systems for the cost of $15,000 and the Mandan Fire Department Record System can interface with the CAD system. The $15,000 could be taken from the 911 funds however it may require a budget amendment. Nardello explained how the data entry for dispatch personnel would occur within the CAD system for the Fire Department calls and the law enforcement calls. It would require an extra step and that would be the only drawback anticipated.

Chief Bullinger commented that the Police Department has been looking at an improved records management system for a long time. He spoke in favor of the Premier 1 (Motorola) system with the State and how it would cost the City of Mandan a user fee for using the system with no annual fee required. He said that if the CAD system is used there will have to be an interface so that the data from the CAD can be integrated with the Mandan Police Department records management reports system. Implementing a system such as this has been a goal of the Police Department and it is anticipated to go live in April 2014. He is in favor of sharing the CAD system with the Bismarck/Burleigh agencies. Commissioner Tibke encouraged Police Bullinger to work with the

Bismarck/Burleigh agencies because that would enhance information sharing and improve safety as outlined by Chief Nardello along with cost savings. Chief Bullinger is under the understanding that Burleigh County has its own program and does not use the City of Bismarck's record management system.

Commissioner Frank requested clarification of implementing the system now vs. April 2014. Chief Nardello explained that the date of April 2014 is when the police department is anticipating having their records management system ready to go-live. If we go with SunGard, that is when they will implement their system. Nardello stated he would like to implement the program now and that dispatchers will have to input data twice until April.

Chief Nardello provided clarification of the systems being discussed and their purposes: There is the CAD system (Computer Aided Dispatch) and the Records Management System. The State has the Records Management System for the law enforcement. The State does not have a Premier CAD system. They have Intergraph CAD system and we do not want that CAD system. Nardello explained that we want the state Record System but not the State CAD system. So the question is which CAD system? Nardello explained that we have the CAD system offer from Bismarck and the only cost for that will be for the interface. Nardello recommended moving forward with the Bismarck system so we are able to share the data. It would cost a minimum of $250,000 to purchase a separate CAD system and then we would not be able to share data with the State or Bismarck.

Commissioner Frank summarized that the best case scenario would be to go with the CAD system with Bismarck of which most people (dispatchers) are comfortable with. She inquired if the police department, fire department, EMS and Metro Ambulance would all be part of one system?

Mike Dannenfelzer, BBCCC Communications Director, stated that Metro Ambulance is a user who pays for their license fees, maintenance and any IT services to support that. They are only getting data for Bismarck. However, if Mandan joins, they would get Mandan data too.

Commissioner Tibke recommended that the Police and Fire Departments work together to come up with one system. Chief Nardello replied that there is no one record management system available for Fire, Department and EMS systems. The CAD system is what links everything together. It's the "hub" where everything goes through. Nardello explained the steps and training needed and what it would take until April 1st to get the CAD system up and running.

Discussion ensued among those present with regard to the systems, in particular, who has access to what system; interfacing or integration of current system data into new upgraded system; and the collaboration of Bismarck/Burleigh and Mandan/Morton agencies accessibility to one State system vs. several single systems.

Chief Nardello summarized the issues before the Board:
(1) MOU between Morton and Mandan on the Communications Advisory Board.

Commissioner Frank motioned to approve the revised MOU as written. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

(2) The offer from Bismarck/Burleigh Communications leasing the SunGard CAD system with an implementation date up to the Board. Commissioner Tibke stated that she is in favor of moving forward with SunGard CAD system with Bismarck and to request the Fire Chief and Police Chief to work together to get on the same page with RMS & CAD to get that going within the time frame of April, 2014. She recommended challenging all these entities to come together to develop a system for use by all which benefits the public.

Commissioner Frank stated she is not comfortable with making a motion moving forward with a CAD or records management system until the appropriate parties get together and come back with a plan for a system that will work for the police, fire and EMS systems. She indicated she would be in favor of entering into an agreement partnering with Bismarck/Burleigh for the use of the CAD system but she is not comfortable with a uniform RMS until further research has been conducted as discussed previously. Chief Nardello stated that he is concerned that it will be "years" before one unified records management system can be agreed upon and/or implemented between Bismarck/Burleigh and Mandan/Morton. Commissioner Tibke reiterated that she would like to see one records management system used by Bismarck/Burleigh and Mandan/Morton so the entities can go back and forth with sharing information and sharing costs and that is what the four entities are to work out. She recommended going forward with the CAD as soon as possible with a deadline established.

Commissioner Frank motioned to table this matter until the next meeting regarding the CAD system and its relationship with the RMS system until it is clear as to who wants what and a determination is made as to which entities need to be involved. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: No; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: No. The motion passed.

J. RESOLUTIONS AND ORDINANCES*:*

1. Second consideration and final passage of Ordinance 1178, An Ordinance to Amend and Re-enact Chapter 20-15-03(2) of the Mandan Code of Ordinances Relating to All-Terrain Vehicles. Commissioner Tibke moved to approve the Second consideration and final passage of Ordinance 1178, An Ordinance to Amend and Re-enact Chapter 20-15-03(2) of the Mandan Code of Ordinances Relating to All-Terrain Vehicles. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. Second consideration and final passage of Ordinance 1177, An Ordinance to change the street name West View Place SE to 25th Street SE. Commissioner Tibke moved to approve the Second consideration and final passage of Ordinance 1177, An Ordinance to change the street name West View Place SE to 25th Street SE. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. Consider Resolution Awarding Sale of Warrants and Bonds for $4,015,000 Refunding Improvement Bonds of 2013, Series C. Commissioner Frank moved to approve the Resolution Awarding Sale of Warrants and Bonds for $4,015,000 Refunding Improvement Bonds of 2013, Series C. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS

There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 7:00 p.m. Commissioner Frank seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City Commissioners

Public Hearing No. 1 &
Ordinance No. 5

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 11, 2013
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, Principal Planner
SUBJECT:	Consider for approval zoning change for Christianson's First Addition

STATEMENT/PURPOSE: Consider for approval zoning change for Christianson's First Addition.

BACKGROUND/ALTERNATIVES: The Planning and Zoning Commission has approved the concept plan for the Christianson Subdivision and recommended approval of the first phase rezoning. The zone changed was approved at the November 25, 2013, Planning & Zoning meeting with the following vote: *Zachmeier-aye, Hilfer-nay, Kelly-aye, Klein-nay, Knoll-aye, Van Beek-aye, Leingang-aye, Laber-aye, Mehlhoff-aye, Liepitz-aye, Robinson-aye.*

ATTACHMENTS:

1. P & Z Staff Report
2. Map
3. Ordinance

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: The Engineering and Planning Office recommends approval.

PROPOSED MOTION: Based on the need to formalize the process for dealing with development in the extraterritorial zone, move to approve the agreement and map with Morton County as presented.

Mandan Planning and Zoning Commission Agenda Item
For Meeting on November 25, 2013
Mandan Engineering and Planning Office Report

Christianson Rezoning

Requested Action

Rezone First Phase of Christianson Development from agriculture to residential and commercial

Applicant	Owner	Subdivision	Legal Description
KLJ	Christianson	Christianson's First Addition	Lot A of Lot 3, Block 1, Boutrous Addition plus NE Quarter, Portion of SE Quarter, SW Quarter & NW Quarter, Section 21 plus Portion of NW Quarter, Section 28 in T139N, R81W of the 5th Principal Meridian, Morton County, North Dakota

Location	Proposed Land Use	Parcel Size	Number of Lots
I-94 south to approximately the Division Street alignment west of Sunset Park	Single family, duplex, multi-family & commercial	127.27 AC	160

Existing Land Use	Adjacent Land Uses	Current Zoning	Proposed Zoning	Adjacent Zoning
agriculture	Agriculture, I-94, commercial, park, residential	A & CC	R7 & CA	A, R7, CC

Fees	Date Paid	Adjacent Property Notification Sent	Legal Notices Published
$250	11/1/2013	11/14/2013	11/15 & 11/22

Agency & Staff Comments

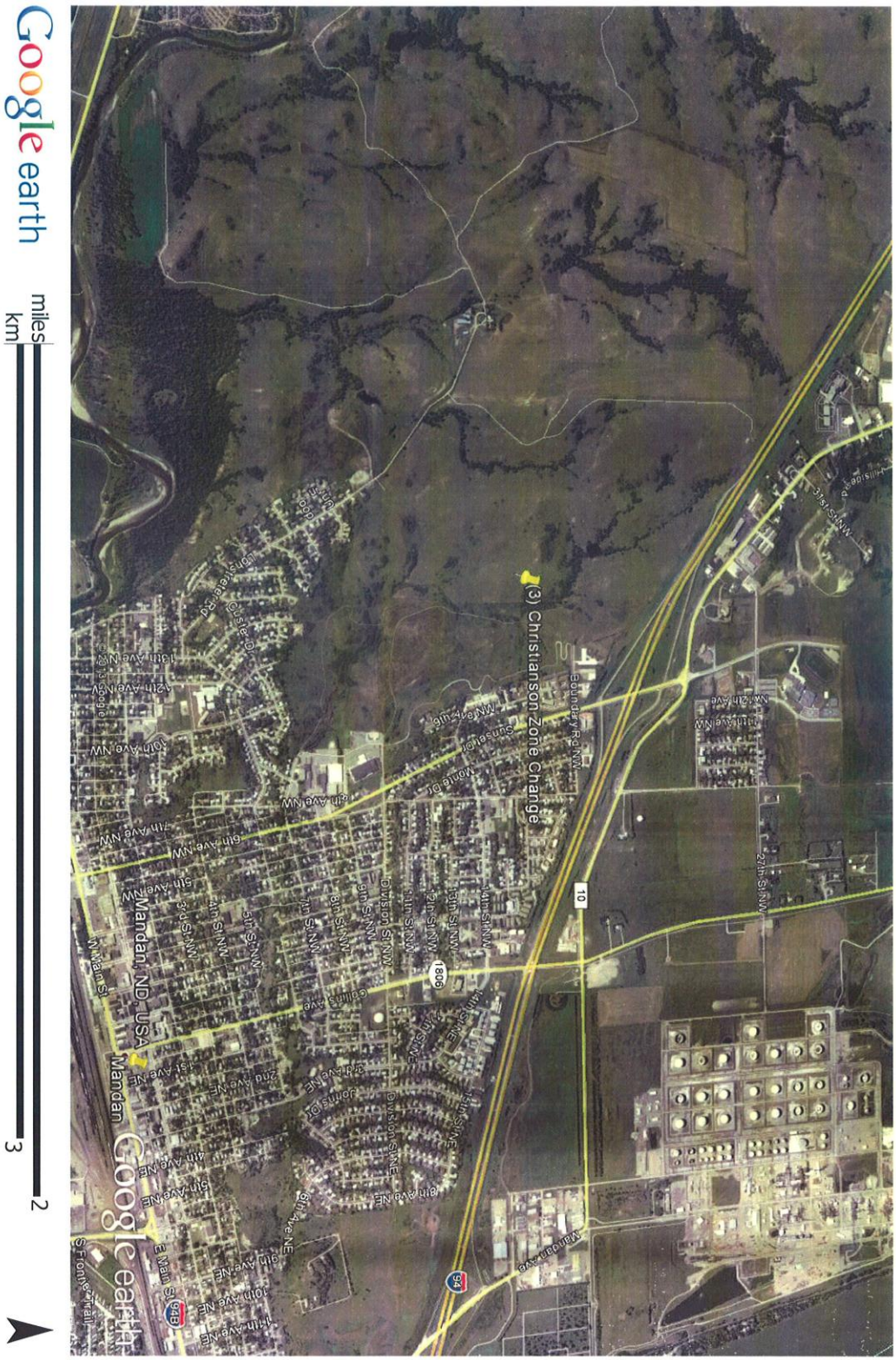
USPS No Comments	**NDDOT** No Comments
Morton County Assessor/Recorder/Auditor Area near I-94 should be commercial. As area grows, residential buyers are not going to like the increased commercial and industrial traffic on Boundary Road, especially the lots that back up to the road. Concern expressed for safety of children.	**Morton County Emergency Management** No Comments
Morton County Engineer No Comments	**Morton County Planning** No Comments
Mor-gran-sou No Comments	**Montana Dakota Utilities** No Comments
Mandan Public School District No Comments	**Park District** Multi-family bordering Boundary Road should be commercial due to proximity to I-94 interchange. Park district will check on ownership of south half of Boundary Road ROW.
MPO No Comments	**Fire Department** No Comments
Building & Assessing No Comments	**Police Department** No Comments
Water No Comments	**Wastewater** No Comments
Streets No Comments	**Solid Waste** No Comments

Engineering & Planning

All issues have been addressed. Developer adjusted request based on comments to show CA zoning north of Boundary Road in Phase 1. This is consistent with Stantec's preliminary recommendations for the Comprehensive Plan Update.

Engineering & Planning Recommendation

Recommend approval of rezoning request.
Proposed Motion Based on revisions made to the initial request, move to recommend to the City Commission that they approve the rezoning of Phase 1.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ORDINANCE NO. 1136

AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF ORDINANCE 1088 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

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

SECTION 1. AMENDMENT. Section 21-03-02 of the Mandan Code of Ordinances is amended to read as follows:

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from the A (Agricultural) and CC (Heavy Commercial) zoning and shall be included in R7 (Single-Family Residential) and CA (Light Commercial and Services) zoning namely,

> A replat of Lot A of Lot 3, Block 1, Boutrous Addition of the NE ¼, a portion of the SW ¼ and a portion of the NW ¼ in Section 21 and a portion of the NW ¼ in Section 28, Township 139N, Range 81W in the City of Mandan, Morton County, North Dakota. (Proposed Christianson's First Addition)

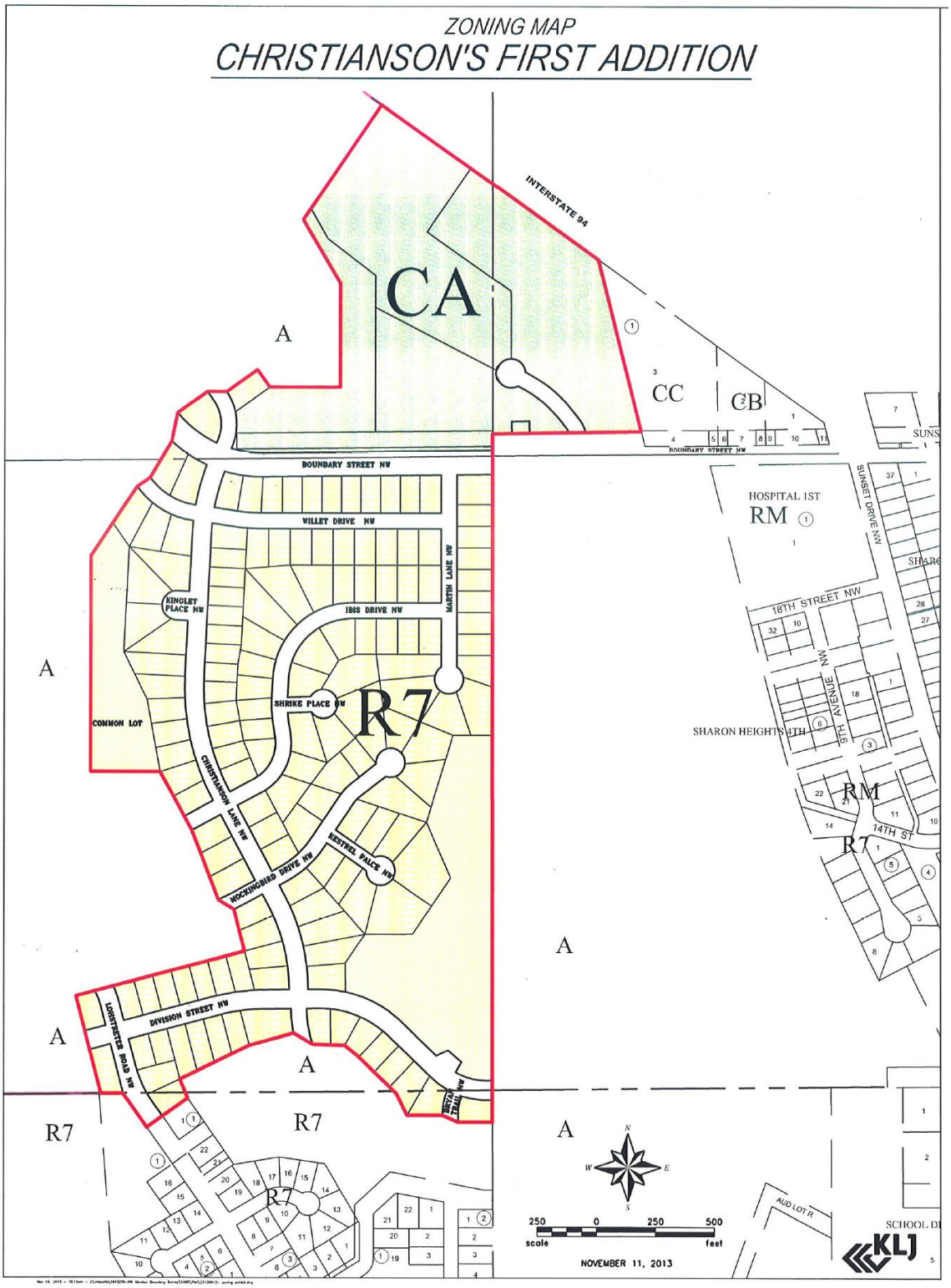
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

_____
President, Board of City Commissioners

Attest:

_____
City Administrator

Public Hearing: November 25, 2013
First Consideration: December 17, 2013
Second Consideration
and Final Reading: January 7, 2014
Publication Date: _____
Recording Date: _____


ZONING MAP
CHRISTIANSON'S FIRST ADDITION
CA
A
CC
CB
INTERSTATE 94
BOUNDARY STREET NW
WILLET DRIVE NW
KINGLET PLACE NW
IBIS DRIVE NW
MARTIN LANE NW
SHRIKE PLACE NW
R7
COMMON LOT
CHRISTIANSON LANE NW
MOCKINGBIRD DRIVE NW
KESTREL PALACE NW
DIVISION STREET NW
LONGFELLOW ROAD NW
HOSPITAL 1ST
RM
SUNSET DRIVE NW
18TH STREET NW
9TH AVENUE NW
SHARON HEIGHTS 4TH
14TH ST
AUD LOT R
SCHOOL DI
250 0 250 500
scale feet
NOVEMBER 11, 2013
KLJ

Consent Agenda No. 2

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 13, 2013
SUBMITTING DEPARTMENT:	Administration
DEPARTMENT DIRECTOR:	Jim Neubauer, City Administrator
PRESENTER:	Jim Neubauer, City Administrator
SUBJECT:	Reorganization of duties within Assessing, Building Inspection and Finance

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STATEMENT/PURPOSE: To consider reorganization of duties within the Assessing, Building Inspection and Finance departments

BACKGROUND/ALTERNATIVES: Several personnel changes within the assessing/building inspection office including the retirement of long time Chief Assessor and Building Official Richard Barta has prompted us to take a look at how duties in the office are handled. Mandan has been one of the few cities in North Dakota that has had combined positions of assessing and building inspection. In part this was due to the unique skill set Mr. Barta had developed over the course of 30 plus years.

Working in conjunction with Building Official Lalim and Finance Director Welch and the respective staff, we are requesting a reorganization that would consist of the Building Department and Assessing be split, but would have shared staff.

Appraiser Shirley Shaw has achieved her Tax Director Certification (Congratulations Shirley!) and we are recommending Shirley be promoted to the City Assessor position and Doug Lalim remain the City Building Official.

Administrator Neubauer would continue to oversee Finance Director Welch along with Building Official Lalim. Finance Director Welch would oversee City Assessor Shaw. Generally in city government, the assessing function of the city is under the umbrella of the finance department. We see this in our neighbors across the river and throughout the state. In addition Shirley works with Diane in the Finance Department as it relates to parcel splits and the impact on reallocating existing special assessment balances and has ties to the Board of Equalization and the budgeting process. The commission's agreement to add an Assistant Finance Director would allow this move to occur. The rapid pace of

building within Mandan has created a workload in the building inspection department that is unprecedented and a need to split the duties of assessor/building official.

The two departments would continue to have the same staff as now and would be organized as follows:

Administrator Neubauer
⇨Finance Director Welch
⇨City Assessor Shaw
⇨Building Official Lalim
⇨ Permit Administrative Assistant**,** Carolyn Reisenauer

Jointly managed:
City Assessor, Shaw
Building Official Lalim
⇨ Admin. Assistant, Rachel Hastings (Rachael recently passed her Class II Assessor Certification, Congratulations Rachel!)
⇨Inspector/Appraiser, Jon Benz
⇨Inspector/Appraiser, George Railsback
⇨Inspector/Appraiser, Steve Roe

Should the commission approve this reorganization we will look at the future location of the City Assessor position in the Finance Department, which may require some remodeling to provide a walkway between the Finance and Building Inspection offices.

Shirley would begin attending the City's Management Team meetings on a weekly basis and would also attend the City Commission meetings when required.

ATTACHMENTS: n/a

FISCAL IMPACT: Effective December 18, 2013, Shirley's pay Grade would increase from Grade 19 (Appraiser I) to Grade 23 (City Assessor) or from $23.66/hr. to $26.72/hr.

STAFF IMPACT: The duties of the Finance Director and Building Official and respective offices would be affected.

LEGAL REVIEW: n/a

RECOMMENDATION: Portfolio Commissioners Tibke and Frank have been consulted and are in support of this reorganization. I recommend the Finance Department, Assessing & Building Inspection Department be reorganized as outlined above.

SUGGESTED MOTION: I move to reorganize the Finance Department, Assessing & Building Inspection Department as outlined above.

Consent No. 3

CITY OF MANDAN
SUNDAY ALCOHOLIC BEVERAGE PERMIT
(OFF-SALE)

Date of Application: 12/6/13

Name of Licensee: Bayside, LLC DBA Bayside Tesoro

Address of Licensee: 2701 46th Ave SE, Mandan, ND 58554

I the applicant will abide to the following conditions:

a. The applicant shall furnish written acknowledgment of its application to have the state tax department impose the city lodging and restaurant tax upon the gross receipts from permittee's "off-sale" sales of alcoholic beverages and that thereafter the permittee must supply copies of the most recent six month's filings of the city lodging and restaurant taxes and shall allow the city to verify with the state tax department that said tax payments have been and continue to be made throughout the term of the license;

b. The applicant as a condition to the issuance of such permit consents and agrees that any City police officer may enter upon and inspect the licensed premises or any part thereof at any time for the purpose of determining compliance with the conditions of the permit;

c. The permit issued under this section may not expand the scope of the class of alcohol license held by the applicant;

d. The permittee shall comply with all other applicable ordinances and laws relating to the use and sale of alcoholic beverages in the City.

Signature of Applicant

Kara Mall
Received by:

Date Received: 12-9-13

Commission Approval: _____

Auditor Approval: _____

Copy to be filed with Mandan Police Department

Consent Agenda # 4

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 13, 2013
SUBMITTING DEPARTMENT:	Business Development & Communications Department
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development & Communications Director
PRESENTER:	Ellen Huber, Business Development & Communications Director
SUBJECT:	U.S. Treasury SSBCI Allocation Increase

STATEMENT/PURPOSE: To consider an amendment to the U.S. Treasury allocation agreement under the State Small Business Credit Initiative for an increase to the Mandan Consortium of $23,873.

BACKGROUND/ALTERNATIVES: The City of Mandan and 37 other municipalities entered into an allocation agreement with the U.S. Treasury Department on Aug. 31, 2012, for an allocation commitment of $9,710,768. The Treasury Department has notified the consortium that due to some withdrawals by municipalities in North Dakota's other consortium prior to final allocation, there's been a shift in the population represented by each consortium and thus the Mandan Consortium now represents a greater share of the population than originally calculated. Treasury proposed an allocation agreement amendment to increase our consortium's total to $9,734,641.

ATTACHMENTS: U.S. Treasury notification

FISCAL IMPACT: An additional $23,873 in the City's SSBCI account for the loan participation program administered by the Lewis and Clark Regional Development Council.

STAFF IMPACT: Minimal

LEGAL REVIEW: Information has been submitted to Attorney Brown.

RECOMMENDATION: I recommend approval of the allocation agreement amendment.

SUGGESTED MOTION: I move to approve the allocation agreement amendment.

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

December 12, 2013

VIA ELECTRONIC MAIL

City of Almont, Mayor Russell Kramer
City of Beach, Mayor Walter Losinski
City of Beulah, Mayor Darrel Bjerke
City of Bismarck, President, Board of City Commissioners John Warford
City of Bowman, President, Board of City Commissioners Lyn James
City of Carson, Mayor Donna VandenBurg
City of Casselton, Mayor Edward McConnell
City of Crosby, Mayor Leslie Bakken
City of Dickinson, Mayor Dennis W. Johnson
City of Dodge, Mayor Leonard J. Streifel
City of Dunn Center, Mayor Scott Lynch
City of Fargo, Mayor Dennis Walaker
City of Garrison, Mayor Shannon Jeffers
City of Glen Ullin, Mayor Ray Haverluk
City of Halliday, Mayor David Walth
City of Hazelton, Vice President Gary Brown
City of Hazen, President, Board of City Commissioners Mark Nygard
City of Hebron, Mayor Grant Walth
City of Hettinger, Mayor Steven Turner
City of Killdeer, President, Board of City Commissioners Dan Dolechek
City of Lincoln, Mayor Robert Johnston
City of Linton, Mayor Timothy F. Volk
City of Mandan, Mayor Arlyn VanBeek
City of McClusky, Mayor Theresa Jorgenson
City of Minot, Mayor Curt Zimbleman
City of Mott, Mayor Troy Mosbrucker
City of New England, Mayor Marty Opdahl
City of New Salem, Mayor Lynnette Fitterer
City of Regent, Mayor Lyle Hoffer
City of Sentinel Butte, Mayor Rick Olson
Standing Rock Sioux Tribe, Chairman Dave Archambault II
City of Steele, Mayor Murray Strom
City of Turtle Lake, President, Board of City Commissioners Richard Britton
City of Underwood, President, Board of City Commissioners Rick Olson
City of Watford City, President, Board of City Commissioners Brent Sanford
City of West Fargo, Mayor Rich Mattern
City of Williston, President, Board of City Commissioners Ward Koeser
City of Wilton, Mayor Ron Peck

Subject: State Small Business Credit Initiative (SSBCI) Letter Amendment

Dear Participating Municipalities:

In accordance with Section 8.3 of the Allocation Agreement entered into by and between the United States Department of the Treasury (Treasury) and the Mandan Consortium, dated August 31, 2012, and the SSBCI Modification Policy (http://www.treasury.gov/resource-center/sb-programs/Documents/SSBCI_Modification_Policy.pdf), Treasury proposes to amend the Allocation Agreement to increase the Allocation Commitment by $23,873 to $9,734,641.

Treasury received two applications from eligible municipalities in North Dakota: a joint application from 38 eligible municipalities, collectively referred to as the "Mandan Consortium" and a joint application from 39 other eligible municipalities, collectively referred to as the "Carrington Consortium." Treasury allocated $13,168,350 to North Dakota under the allocation formula in the Act; the full amount was available to eligible municipalities. Approval of both funding recommendations resulted in a pro-rata share based on population of the participating municipalities of $9,710,768, or 73.74% of North Dakota's allocation, for the Mandan Consortium and $3,457,582 or 26.26% of North Dakota's allocation, for the Carrington Consortium. Treasury executed the Allocation Agreement with the Mandan Consortium on August 31, 2012, for an Allocation Commitment of $9,710,768.

Subsequently, three municipalities declined to participate in the Carrington Consortium and Treasury recalculated the pro rata share of North Dakota's allocation for each consortium. The recalculation resulted in an allocation of $9,734,641, or 73.92%, for the Mandan Consortium and $3,433,709 or 26.08%, for the Carrington Consortium.

Accordingly, Treasury hereby amends the defined term in Section 2.1 of the Allocation Agreement set out below to read as follows:

The Allocation Commitment. Subject to all of the terms and conditions hereof and in reliance upon all representations, warranties, assurances, certifications, covenants and agreements contained herein, Treasury will provide to the Participating State, an Allocation in the aggregate amount not to exceed nine million, seven hundred thirty-four thousand, six hundred forty-one dollars ($9,734,641).

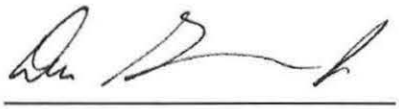
Further, Treasury hereby deletes Annex 1 and Annex 3 to the Allocation Agreement and inserts in lieu thereof the revised Annex 1 and Annex 3 attached hereto.

Except as expressly amended hereby, the Allocation Agreement shall remain in full force and effect in accordance with its terms.

Please countersign and return this letter amendment within 20 days of the date of this letter.

Once Treasury receives the counter-signed executed amendment, we will insert the effective date, as indicated below, and will send you a copy of the fully executed letter amendment. If you have any questions, please do not hesitate to contact the Deputy Director, Jeff Stout at (202) 622-2059 or Jeffrey.Stout@treasury.gov

Sincerely,



Don Graves
Deputy Assistant Secretary for Small Business, Community Development and Housing Policy

Enclosures

cc:
John McGrail, Office of General Counsel, Banking and Finance
Cliff Kellogg, Director of the State Small Business Credit Initiative

Agreed:

PARTICIPATING MUNICIPALITY: City of Linton

By: _____
Name: Timothy F. Volk
Title: Mayor

_____
Date:

PARTICIPATING MUNICIPALITY: City of Mandan

By: _____
Name: Arlyn VanBeek
Title: Mayor

_____
Date:

PARTICIPATING MUNICIPALITY: City of McClusky

By: _____
Name: Theresa Jorgenson
Title: Mayor

_____
Date:

Consent Agenda No. 5

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 16, 2013
SUBMITTING DEPARTMENT:	Auditor's Office
DEPARTMENT DIRECTOR:	Jim Neubauer, City Administrator
PRESENTER:	Jim Neubauer, City Administrator
SUBJECT:	City of Mandan Voting Locations for June 10th, 2014 Election

---

STATEMENT/PURPOSE: Consider for approval the voting locations for the June 10th, 2014 election.

BACKGROUND/ALTERNATIVES:

ATTACHMENTS: Copies of the list established by the Morton County Auditor's Office.

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal

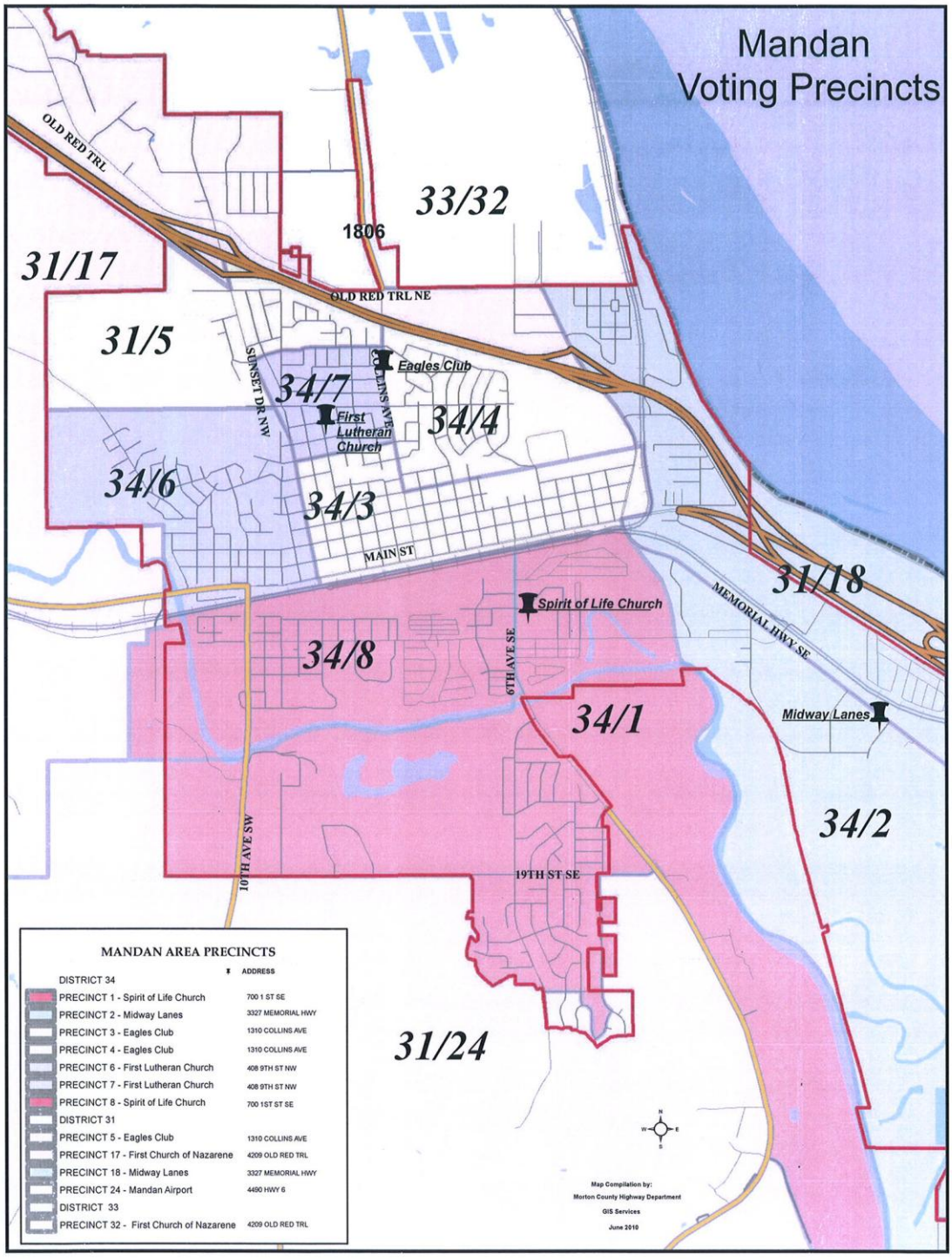
LEGAL REVIEW: n/a

RECOMMENDATION: I recommend approval of the voting locations for the June 10th, 2014 election.

SUGGESTED MOTION: Move to approve the voting locations for the June 10th, 2014 election as presented.

City of Mandan

PRECINCT NO.	District 31:
5	Eagles Club, 1310 Collins Avenue, Mandan, ND
17	First Church of the Nazarene, 4209 Old Red Trail Mandan, ND (North of the Seven Seas on Old Red Trail)
18	Midway Lanes, 3327 Memorial Highway, Mandan, ND
24	Mandan Airport, 4490 Highway 6, Mandan, ND
	District 33:
32	First Church of Nazarene, 4209 Old Red Trail, Mandan ND (North of the Seven Seas on Old Red Trail)
	District 34:
1	Spirit of Life Catholic Church, 700 1st Street SE, Mandan, ND
2	Midway Lanes, 3327 Memorial Highway, Mandan, ND
3	Eagles Club, 1310 Collins Avenue, Mandan, ND
4	Eagles Club, 1310 Collins Avenue, Mandan, ND
6	First Lutheran Church, 408 9th Street NW, Mandan, ND
7	First Lutheran Church, 408 9th Street NW, Mandan, ND
8	Spirit of Life Catholic Church, 700 1st Street SE, Mandan, ND


Mandan
Voting Precincts
OLD RED TRL
33/32
1806
31/17
OLD RED TRL NE
31/5
SUNSET DR NW
COLLINS AVE
Eagles Club
34/7
First Lutheran Church
34/4
34/6
34/3
MAIN ST
31/18
MEMORIAL HWY SE
Spirit of Life Church
6TH AVE SE
34/8
34/1
Midway Lanes
34/2
10TH AVE SW
19TH ST SE
31/24
MANDAN AREA PRECINCTS
ADDRESS
DISTRICT 34
PRECINCT 1 - Spirit of Life Church 700 1 ST SE
PRECINCT 2 - Midway Lanes 3327 MEMORIAL HWY
PRECINCT 3 - Eagles Club 1310 COLLINS AVE
PRECINCT 4 - Eagles Club 1310 COLLINS AVE
PRECINCT 6 - First Lutheran Church 408 9TH ST NW
PRECINCT 7 - First Lutheran Church 408 9TH ST NW
PRECINCT 8 - Spirit of Life Church 700 1ST ST SE
DISTRICT 31
PRECINCT 5 - Eagles Club 1310 COLLINS AVE
PRECINCT 17 - First Church of Nazarene 4209 OLD RED TRL
PRECINCT 18 - Midway Lanes 3327 MEMORIAL HWY
PRECINCT 24 - Mandan Airport 4490 HWY 6
DISTRICT 33
PRECINCT 32 - First Church of Nazarene 4209 OLD RED TRL
Map Compilation by:
Morton County Highway Department
GIS Services
June 2010

Consent No. 6i

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 17, 2013
PREPARATION DATE: December 3, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Shirley Shaw, City Assessor
PRESENTER: Shirley Shaw, City Assessor
SUBJECT: Homestead Credit Exemption for Henry Gustin

STATEMENT/PURPOSE: To consider a 100% Homestead Credit exemption for the year 2012 due to meeting all criteria.

BACKGROUND/ALTERNATIVES: Henry Gustin meets all qualifications according to the guidelines established by the State for a 100% exemption through the Homestead Credit program.

This parcel is also known as Lot 4, Block 1, Albers-Neff 2nd Addition at 907 6th St NW on Parcel #16.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately $1775. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested 100% Homestead Credit exemption for the year 2012.

SUGGESTED MOTION: I recommend a motion to approve the request by Henry Gustin to receive a 100% Homestead Credit exemption for the year 2012 due to meeting all criteria according to the guidelines established through the State.

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name GUSTIN HENRY

Address 907 6 ST NW

Property ID Number
City 16
County 65-16000

Legal Description of the property involved in this application
Lot: 0004
Block: 001
ALBERS-NEFF 2ND

Total true and full value of the property described above for the year 2012 is:		Total true and full value of the property described above for the year 2012 should be:	
Land	$12,800	Land	$12,800
Improvements	$99,100	Improvements	$99,100
Total (1)	$111,900	Total (2)	$111,900

The difference of $0 true and full value between (1) and (2) above is due to the following reason(s):

___ 1. Agricultural property true and full value exceeds its agricultural vale defined in N.D.C.C § 57-02-27.2
___ 2. Residential or commercial peroperty'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
_1_ 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) applicant qualifies for 100% homestead credit

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

1. Purchase price of property: $ _____ Date of Purchase: _____

Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____

Was there personal property involved in the purchase price? _____ Estimated value: $ _____

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____

Asking price: $ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____

_____ Market value estimate: $ _____

Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is $ _____

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

The Applicant asks that he be reimbursed what he qualifies for at 100% homestead credit for 2012.

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

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

Signature of Preparer (if other than applicant) Date

X Henry T Gustin 12-3-2013
Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

On _____ the governing board of this municipality, after examination of this applicationa and the facts, passed a resolution recommending to the Board of County Commissionsers thatt he application be _____

_____

_____

Dated this _____ day of _____ , _____ .

_____
City Auditor or Township Clerk

Action by the Board of County Commissioners

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

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ _____ to $ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extend 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 drecords 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 valueation 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 _____

HOMESTEAD CREDIT APPLICATION FOR SENIOR CITIZENS & DISABLED PERSONS

OFFICE OF STATE TAX COMMISSIONER
24757 (6/2009)

For the Year of 2012

File application with the local assessor prior to February 1 of the year for which the credit is requested.

To: (Assessor)	Shirley Shaw
City or Twn:	City of Mandan
County:	Morton County

Applicant Information			City Seq No: 00016
Name: GUSTIN HENRY			Date of Birth:
Address: 907 6 ST NW			Phone No:
Legal Description of Applicant's Property:			County No: 65-16000
Lot: 0004	Block: 001	Addition: 0002	City: MANDAN

1. Which of the following would best describe the type of ownership of the homestead property (check only one:
   - A. Is recorded in your (and spouse's) name as owner ■
   - B. Is being purchased by you under a contract for deed ☐
   - C. Is held in joint tenancy with one other than spouse ☐
   - D. Is held under a life estate in property ☐
   - E. Is held in a revocable trust ☐
2. Is the above-described property exempt as a farm residence? Yes ☐ No ■
3. Do you have assets in excess of ~~$500,000~~ 75,000 including the value of any assets gifted or otherwise divested within the last three years, and including the market value of your homestead? Yes ☐ No ■

Complete Schedule A

To Be Completed By The Assessor

Application is: Approved ☒ Denied ☐ 100% reduction allowed this applicant or a maximum of $_____

Reason for Denial:

Date: 12-3-13 Signature of Assessor: Rachel Hastings

Schedule A

The Following is an Accurate Account of Total Income for the Preceding Calendar Year

4. Applicant's and spouse's income from Social Security benefits (excluding Medicare):	$	
5. Applicant's and spouse's income from salary and wages: C4D pymts	$	
6. Applicant's and spouse's income from interest: other	$	
7. Applicant's and spouse's income from other sources:	$	
8. Dependents' total income from all sources:	$	
9. Total income from all sources (add lines 4, 5, 6, 7 and 8):		$
Medical expenses actually paid during the year and not paid for by insurance:		
Total amount of health and hospital insurance premiums (exclude Medicare):	$	
Medicine and drugs:	$	
Doctor, dentist and hospital costs:	$	
Hearing aids, eyeglasses, dentures, etc.:	$	
Transportation costs for medical care: (51 cents per mile through April 16, 2012 and 55.5 cents per mile beginning April 17, 2012)	$	
Nursing home care costs and/or home nursing care costs:	$	
10. Total medical expenses:		$
11. Income from all sources excluding medical expenses (line 9 less line 10):		$

Applicant Signature

I declare that this application, including Schedule A, has been examined by me and to the best of my knowledge and belief is a true and correct application. I am willing to furnish proof of age, income, and assets if requested to do so by someone authorized to administer this assessment credit. I reside on the property described in this application and I hereby claim the Homestead Credit on this property as provided for in N.D.C.C. SS 57-02-08-1.

Date: 12-3-2013 Signature of Applicant: X Henry T Gustin

Consent No. 6ii

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 17, 2013
PREPARATION DATE: December 9, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Shirley Shaw, City Assessor
PRESENTER: Shirley Shaw, City Assessor
SUBJECT: Homestead Credit Exemption for Mardella Meske

STATEMENT/PURPOSE: To consider a 40% Homestead Credit exemption for the year 2012 due to meeting all criteria.

BACKGROUND/ALTERNATIVES: Ms. Meske meets all qualifications according to the guidelines established by the State for a 40% exemption through the Homestead Credit program.

This parcel is also known as Lot 1, Block 2, Lakewood 1st Addition at 4607 McKenzie Dr. SE Unit 2 on Parcel 9606 A.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately $322. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the requested 40% Homestead Credit exemption for the year ****.

SUGGESTED MOTION: I recommend a motion to approve the request by Mardella Meske to receive a 40% Homestead Credit exemption for the year 2012 due to meeting all criteria according to the guidelines established through the State.

Use 2011 Income + Med. Exp.

HOMESTEAD CREDIT APPLICATION FOR SENIOR CITIZENS & DISABLED PERSONS

OFFICE OF STATE TAX COMMISSIONER
24757 (5/2009)

For the Year of 2012

To: (Assessor)	Shirley Shaw
City or Twn:	City of Mandan
County:	Morton County

File application with the local assessor prior to February 1 of the year for which the credit is requested.

Applicant Information				City Seq No: 09606 A
Name: MESKE MARDELLA H				Date of Birth:
Address: 4607 MCKENZIE DR SE UNIT 2				Phone No:
Legal Description of Applicant's Property: LOT 1 (LESS W 86' & LESS 2,565 SQ FT) UNIT				County No: 65-1804277
Lot:	Block: 2	Addition: 0214		City: MANDAN

1. Which of the following would best describe the type of ownership of the homestead property (check only one:
   - A. Is recorded in your (and spouse's) name as owner ☒
   - B. Is being purchased by you under a contract for deed ☐
   - C. Is held in joint tenancy with one other than spouse ☐
   - D. Is held under a life estate in property ☐
   - E. Is held in a revocable trust ☐

2. Is the above-described property exempt as a farm residence? Yes ☐ No ☒

3. Do you have assets in excess of $500,000 including the value of any assets gifted or otherwise divested within the last three years, and including the market value of your homestead? Yes ☐ No ☒

Complete Schedule A

To Be Completed By The Assessor

Application is: Approved ☒ Denied ☐ 40 % reduction allowed this applicant or a maximum of $_____

Reason for Denial:

Date: 12-9-13 Signature of Assessor: Rachael Hastings

Schedule A

The Following is an Accurate Account of Total Income for the Preceding Calendar Year

4. Applicant's and spouse's income from Social Security benefits (excluding Medicare):	$
5. Applicant's and spouse's income from salary and wages:	$
6. Applicant's and spouse's income from interest:	$
7. Applicant's and spouse's income from other sources:	$
8. Dependents' total income from all sources:	$
9. Total income from all sources (add lines 4, 5, 6, 7 and 8):	
Medical expenses actually paid during the year and not paid for by insurance:	
Total amount of health and hospital insurance premiums (exclude Medicare):	$
Medicine and drugs:	$
Doctor, dentist and hospital costs:	$
Hearing aids, eyeglasses, dentures, etc.:	$
Transportation costs for medical care: (51 cents per mile through April 16, 2012 and 55.5 cents per mile beginning April 17, 2012)	$
Nursing home care costs and/or home nursing care costs:	$
10. Total medical expenses:	
11. Income from all sources excluding medical expenses (line 9 less line 10):	

Applicant Signature

I declare that this application, including Schedule A, has been examined by me and to the best of my knowledge and belief is a true and correct application. I am willing to furnish proof of age, income, and assets if requested to do so by someone authorized to administer this assessment credit. I reside on the property described in this application and I hereby claim the Homestead Credit on this property as provided for in N.D.C.C. §§ 57-02-08-1.

Date: 12-05-2013 Signature of Applicant: Mardella H Meske

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 MESKE MARDELLA H

Address 4607 MCKENZIE DR SE UNIT 2

Property ID Number
City 9606 A
County 65-1804277

Legal Description of the property involved in this application
LOT 1 (LESS W 86' & LESS 2,565 SQ FT) UNIT 2

Block: 2
LAKEWOOD 1ST

Total true and full value of the property described above for the year 2012 is:		Total true and full value of the property described above for the year 2012 should be:	
Land	$10,600	Land	$10,600
Improvements	$113,100	Improvements	$113,100
Total (1)	$123,700	Total (2)	$123,700

The difference of $0 true and full value between (1) and (2) above is due to the following reason(s):

___ 1. Agricultural property true and full value exceeds its agricultural vale defined in N.D.C.C § 57-02-27.2
___ 2. Residential or commercial peroperty'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
1 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
___10. Other (Explain) NDCC 57-02-08 HOMESTEAD CREDIT

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

1. Purchase price of property: $ _____ Date of Purchase: _____
   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
   Was there personal property involved in the purchase price? _____ Estimated value: $ _____
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
   Asking price: $ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
   _____ Market value estimate: $ _____
   Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is $ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

The Applicant asks that SHE BE REIMBURSED FOR QUALIFICATION OF THE HOMESTEAD CREDIT

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

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

Signature of Preparer (if other than applicant) Date

Mardella Meske 12-02-13
Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

On _____ the governing board of this municipality, after examination of this applicationa and the facts, passed a resolution recommending to the Board of County Commissionsers thatt he application be _____

_____

_____

Dated this _____ day of _____ , _____ .

_____
City Auditor or Township Clerk

Action by the Board of County Commissioners

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

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ _____ to $ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extend 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 drecords 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 valueation and the taxes ordered abated or refunded by the Board of Commissioners are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

_____
County Auditor Date

Application For Abatement And Settlement Of Taxes

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed With The County Auditor _____

Consent No. 6iii

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 3, 2013
SUBMITTING DEPARTMENT:	Assessing Dept.
DEPARTMENT DIRECTOR:	Shirley Shaw, City Assessor
PRESENTER:	Shirley Shaw, City Assessor
SUBJECT:	Assessor Error: Missed Property Tax Incentives for New or Expanding Businesses for Jessara Properties, LLC for 2013

STATEMENT/PURPOSE: To consider adding an approved property tax incentive for new or expanding business exemption for Jessara Properties, LLC that was missed for the 2013 year due to assessor error.

BACKGROUND/ALTERNATIVES: City Assessor is asking for adding the missed exemption for 2013 due to assessor error. This missed Property Tax Incentive for New or Expanding Business Exemption was already approved but exemption was missed for the current year 2013.

SHORT DESCRIPTION OF PROJECT: Jessara Properties, LLC had been approved for a 100% exemption for two years. The project was completed January 31, 2013 but the exemption was missed for the 2013 due to assessor error.

OF JOBS TO BE CREATED: N/A

This parcel is also known as Parcel # 37 at 600 Meadow Ridge Loop NW on Lot 1, Blk. 1, Meadow Ridge 1st Addition.

ATTACHMENTS: Abatement application.

FISCAL IMPACT: $ 19,936.00 per year

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the missed 100% business exemption for 2013.

SUGGESTED MOTION: A motion to approve a missed business exemption for 2013 due to assessor error.

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 JESSARA PROPERTIES LLC

Address 600 MEADOW RIDGE LP NW

Property ID Number
City 37
County 65-6112580

Legal Description of the property involved in this application
Lot: 1
Block: 1
MEADOW RIDGE 1ST

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	$391,400	Land	$391,400
Improvements	$1,010,800	Improvements	$0
Total (1)	$1,402,200	Total (2)	$391,400

The difference of $1,010,800 true and full value between (1) and (2) above is due to the following reason(s):

___ 1. Agricultural property true and full value exceeds its agricultural vale defined in N.D.C.C § 57-02-27.2
___ 2. Residential or commercial peroperty'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)
1 10. Other (Explain) Assessor Error: Should have had property tax incentive for new or expanding business exemption for 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 we approve to add this missed business exemption for 2013 due to assessor error.

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 10-3-13 Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

On _____ the governing board of this municipality, after examination of this applicationa and the facts, passed a resolution recommending to the Board of County Commissionsers thatt he application be _____

_____

_____

Dated this _____ day of _____ , _____ .

_____
City Auditor or Township Clerk

Action by the Board of County Commissioners

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

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ _____ to $ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extend 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 drecords 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 valueation 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 _____

Old Business No. 1
-Revised 12-17-13

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 17, 2013
PREPARATION DATE: December 16, 2013
SUBMITTING DEPARTMENT: Morton County Emergency Management
DEPARTMENT DIRECTOR: Tom Doering
PRESENTER: Tom Doering
SUBJECT: Morton/Mandan Combined Communications

STATEMENT/PURPOSE: Requesting the Mandan City Commission's consideration of three items pertaining to the Mandan/Morton Combined Communications Center (MMCCC).

1. Consideration of adding members to the Communications Advisory Board
2. Consideration of using the Bismarck/Burleigh Computer Aided Dispatch (CAD)and accepting a memorandum of agreement
3. Consider amending the 2014 alarm fund budget to include costs associated with a CAD system

BACKGROUND/ALTERNATIVES:

1. The Communications Advisory Committee voted to add a representative from Metro Ambulance, a Mandan City Commissioner, and a Morton County Commissioner to the board and is asking for approval from the Mandan City Commission.
2. The Mandan/Morton dispatch center is and has been in need of a CAD system with no provisions for such a purchase within the 2014 budgets. The Mandan Fire Department has received authorization to add additional full time firefighters to staff station 2 which now requires an immediate need for a CAD. Fire Chief Nardello contacted the Bismarck/Burleigh Communications Director, Mike Dannenfelzer, and found that Morton /Mandan could become a user of the Bismarck/Burleigh CAD for a very minimal cost. The minimal cost for interface and mobile licensing is far less than purchasing our own. The use of the Bismarck/Burleigh system would also allow for better interoperability as well as data sharing. Mr. Dannenfelzer has prepared a memorandum of agreement that has been reviewed by the Morton County State's Attorney and slightly modified. The Morton/Mandan Communications Advisory committee feels strongly that the cooperation between the two communication centers regarding the CAD will build strong relations for future joint purchases.

ATTACHMENTS: #1 Fiscal Impact spread sheet

FISCAL IMPACT: Consideration of a budget amendment to the 2014 Alarm Fund to pay for the costs associated with the use of the Bismarck/Burleigh CAD system of $15,793.91. There is currently an approximate balance of $58,000 within the alarm fund.

STAFF IMPACT: CAD training for the Morton/Mandan dispatchers in which Bismarck/Burleigh offered 4 four hour training sessions, at no cost. Hands free headsets for each dispatcher, custom fit.

LEGAL REVIEW: Morton County State's Attorney (Allen Koppy) reviewed the Memorandum of Agreement (MOA) and feels the agreement is a contract of adhesion.

RECOMMENDATION: Approve the addition of members to the Mandan/Morton Communications Advisory Board, approve the use of the Bismarck/Burleigh CAD to include approval of the MOA, and approve the requested budget amendment.

SUGGESTED MOTION:

1. Move to approve the MMCCC Advisory Committee's recommendation of adding one representative from Metro Ambulance, One Mandan City Commissioner, and one Morton County Commissioner to the Advisory Committee.
2. Move to approve the use of the Bismarck/Burleigh CAD system.
3. Move to approve an amendment to the 2014 Alarm Fund Budget to include expenditures associated with implementing a CAD system of $15,793.91.

Bismarck/Burleigh Combined Communications Center

Attachment #1
SunGard, Computer Aided Dispatch (CAD)

Morton/Mandan Combined Communications Center

Cost Categories		911 Fund	Mandan Fire Department	Mandan Police Department	Morton County Sheriff's Office
15% Central Maintenance Share		$5,670.00			
Bismarck IT Dept. @ $28.25 per Month		$339.00			
Bulberry Interface		$7,500.00			
Emergency Reporting Interface		$3,750.00	$3,750.00		
Maintenance Bulberry Interface (Annual)		$750.00			
Maintenance Emergency Reporting Interface (Annual)		$375.00	$375.00		
Mobile License @ $950 & Annual Maintenance @ $190 per year	MSO - 20 * $1,060.81		$4,243.24	$7,425.67	$21,216.20
	MPD - 7 * $1,060.81				
	MFD - 4 * $1,060.81				
Wireless Head Sets	3 @ $700 & 9 @ $350	$5,250.00			
	Sub Totals	$23,634.00	$8,368.24	$7,425.67	$21,216.20
Plus (from the Communications Center Budget) an additional 48 hours of Compensatory Time for dispatcher training @ $960.00					
	Total	$60,644.11			

Mandan City Commission Meeting

Agenda Documentation

MEETING DATE: 12/17/2013
PREPARATION DATE: 12/12/2013
SUBMITTING DEPARTMENT: Morton County Department of Emergency Services
DEPARTMENT DIRECTOR: Tom Doering
PRESENTER: Tom Doering
SUBJECT: Morton/Mandan Combined Communications Center Operations

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STATEMENT/PURPOSE:

Present information relevant to:

Motion #1 - Approval of revisions to the Memorandum of Understanding establishing the Morton/Mandan Combined Communications Center (MMCCC)

Motion #2 - MMCCC use of the Computer Aided Dispatch (CAD) system now operated by the Bismarck/Burleigh Combined Communications Center (BBCCC)

MOTION #1

BACKGROUND/ALTERNATIVES:

Background

At the last Morton County Commission meeting on November 12, 2013, the Morton County Commission by official action appointed a representative from Metro Ambulance Service to the MMCCC's, Communications Advisory Committee.

This action prompted a revision to the MOU establishing MMCCC which authorizes the addition of members to the Communications Advisory Committee.

The Communications Advisory Committee voted to include a representative from Metro Ambulance, one City of Mandan Commissioner and one Morton County Commissioner.

Amended MOUs were submitted to the Morton County Commission and signed by Chairman Bruce Strinden.

Amended MOUs are being submitted to the City of Mandan Commission for signature by Mayor Arlyn VanBeek.

1. Amended to authorize the addition of Communications Advisory Group members (See para. #8. The Advisory Committee may deem it appropriate to add or remove

members subject to approval by the Morton County Commission and Mandan City Commission.)

2. Amended to add a representative of Metro Ambulance to the Communications Advisory Group (See para. #7. An Advisory Committee will be formed consisting of the Mandan Fire Chief, Mandan Police Chief, and Morton County Sheriff, a representative of Metro Ambulance, one City of Mandan Commissioner and one Morton County Commissioner to oversee the operations of the Center.)

PRESENTED MOTION#1:

Motion #1 – Approve the revised MOUs as written or make additional revisions and motion to approve.

MOTION #2

Background

MMCCC has been operating without a CAD since discontinuing use of Archonix in 2009.

The Mandan Fire Department is in the process of expanding operational capabilities and it is Mandan Fire Chief (Steve Nardello's) belief that a CAD is essential for dispatching Mandan Fire resources safely and efficiently. Chief, Steve Nardello approached BBCCC's Communications Director (Mike Dannenfelzer) and Mr. Dannenfelzer has been proactive in researching issues associated with bringing MMCCC on as a user of BBCCC's CAD. Emergency Reporting is the RMS currently being used by the Mandan Fire Department and BBCCC's SunGard CAD is compatible and interfaces with Emergency Reporting.

BBCCC uses Geo-Blade for mapping and MMCCC uses Bulberry Mapping. Bulberry (our data) must be continued in order for mapping to be useful for all responders in Morton County, i.e. Almont, Flasher, Glen Ullin, Hebron, Mandan and New Salem. Thus an interface will be required between SunGard and Bulberry.

MMCCC's use of BBCCC's CAD could in the future set the stage for cost sharing the purchase of a Next Generation 911 compatible CAD system. This would likely be at a significantly lower cost than independently purchasing a CAD system.

The City of Mandan Commission at the meeting held on December 3rd, motioned to table consideration of MMCCC becoming a user of BBCCC's CAD.

The Morton County Commission at the meeting held on December 10th, motioned to table consideration of MMCCC becoming a user of BBCCC's CAD.

Note: it was decided by the Communications Advisory Committee that BBCCC should be included in all CAD vendor demonstrations, since BBCCC is also scheduling demonstrations in which we will participate.

Alternatives

Go through the Request for Proposal (RFP) process for the independent purchase of a CAD system by Morton County and the City of Mandan and the cost would be significantly higher than using BBCCC's SunGard CAD.

Currently the only quote we have is as a spoke of State Radio and Intergraph CAD @ approximately $250,000. Motorola is in the process of putting together a quote.

ATTACHMENTS:

#1 Fiscal Impact (Costs associated with MMCCC using BBCCC's SunGard CAD and Premier1 – Motorola's Records Management)
#2 Fiscal Impact (Costs associated with MMCCC using BBCCC's SunGard CAD and RMS)
#3 Draft BBCCC Agreement

FISCAL IMPACT:

See Attachments

STAFF IMPACT:

The agreement allows for 4-hours of training for each dispatcher and a $41.15 hourly charge for each additionally requested hour – to be allocated from the 911 Fund.

Each dispatcher would need to be fitted for a headset.

LEGAL REVIEW:

The Morton County State's Attorney (Allen Koppy) has reviewed the draft agreement prepared by BBCCC and identifies the agreement as a contract of adhesion which basically means the seller sets the terms.

RECOMMENDATION:

Note #1: A 2014 budget amendment of $19,355.91 will be needed if the City of Mandan desires mobile CAD capability and Premier1 Records Management use prior to budget year 2015. (Alarm Fund may be a funding source)

Note #2: A 2014 budget amendment of $16,232.66 will be needed if the City of Mandan desires mobile CAD capability and SunGard's Record Management use prior to budget year 2015. (Alarm Fund may be a funding source)

(Note: To the best of my knowledge, the cost of gaining CAD availability through BBCCC would be significantly less than purchasing a CAD system independently.)

The recommendation of the Communications Advisory Committee is to move forward to become a user of BBCCC's CAD system.

PRESENTED MOTION:

Motion #2 – Approve signing the agreement with BBCCC to become a SunGard CAD user:

Also to include setting a tentative go-live date

Bismarck/Burleigh Combined Communications Center

Attachment #1
SunGard, Computer Aided Dispatch (CAD)
Premier1 - Records Management

Morton/Mandan Combined Communications Center

Cost Categories		911 Fund	Mandan Fire Department	Mandan Police Department	Morton County Sheriff's Office
15% Central Maintenance Share		$5,670.00			
Bismarck IT Dept. @ $28.25 per Month		$339.00			
Bulberry Interface		$7,500.00			
Emergency Reporting Interface		$3,750.00	$3,750.00		
Maintenance Bulberry Interface (Annual)		$750.00			
Maintenance Emergency Reporting Interface (Annual)		$375.00	$375.00		
SunGard to Premier1 Interface		$1,000.00		$500.00	$500.00
State/CJIS User's Fee @ $25.00 per sworn officer per month	MSO - 27 * $25 * 7 / 50%				$2,362.00
	MPD - 35 * $25 *7 / 50%			$3,062.00	
	50% 911 Fund Share	$5,424.00			
Mobile License @ $950 & Annual Maintenance @ $190 per year	MSO - 20 * $1,060.81		$4,243.24	$7,425.67	$21,216.20
	MPD - 7 * $1,060.81				
	MFD - 4 * $1,060.81				
Wireless Head Sets	3 @ $700 & 9 @ $350	$5,250.00			
	Sub Totals	$30,058.00	$8,368.24	$10,987.67	$24,078.20
Plus (from the Communications Center Budget) an additional 48 hours of Compensatory Time for dispatcher training @ $960.00					
	Total				$74,452.11

Bismarck/Burleigh Combined Communications Center

Attachment #2
SunGard, Computer Aided Dispatch (CAD)
SunGard Records Management

Morton/Mandan Combined Communications Center

Cost Categories		911 Fund	Mandan Fire Department	Mandan Police Department	Morton County Sheriff's Office
15% Central Maintenance Share		$5,670.00			
Bismarck IT Dept. @ $28.25 per Month		$339.00			
Bulberry Interface		$7,500.00			
Emergency Reporting Interface		$3,750.00	$3,750.00		
Maintenance Bulberry Interface (Annual)		$750.00			
Maintenance Emergency Reporting Interface (Annual)		$375.00	$375.00		
SunGard RMS Cost Share (Annual)		$877.50		$438.75	$438.75
Mobile License @ $950 & Annual Maintenance @ $190 per year	MSO - 20 * $1,060.81				
	MPD - 7 * $1,060.81		$4,243.24	$7,425.67	$21,216.20
	MFD - 4 * $1,060.81				
Wireless Head Sets	3 @ $700 & 9 @ $350	$5,250.00			
	Sub Totals	$24,511.50	$8,368.24	$7,864.42	$21,654.95
Plus (from the Communications Center Budget) an additional 48 hours of Compensatory Time for dispatcher training @ $960.00					
	Total				$62,399.11

Attachment #3

CAD Services and Use Agreement

Agreement

The Bismarck/Burleigh Combined Communications Center (hereinafter referred to as "**BBCCC**") has entered into this Agreement (hereinafter referred to as "**Agreement**") with the Morton/Mandan Combined Communications Center (hereinafter referred to as "**MMCCC**") to provide to **MMCCC** the use of **BBCCC**'s computer aided dispatch system (hereinafter referred to as "**CAD**") for the purpose of dispatching, monitoring and recording emergency and non-emergency law enforcement, fire, and emergency medical services incidents and activities, and other incidents as deemed necessary by **MMCCC** and permitted as allowable by **BBCCC**. This **Agreement** refers only to services outlined in this **Agreement** and does not include equipment, software, hardware or any support of equipment, software or hardware, unless specifically noted within this **Agreement**. This **Agreement** is limited to services provided in supporting the CAD operation by the MMCCC and its' user agencies and does not include provisions for information technology support by the City of Bismarck. Information technology support by the City of Bismarck shall be governed under a separate agreement.

BBCCC and **MMCCC**, when used together will be referred to as "**Parties**".

General Information

A. Term of the CAD Services and Use Agreement

The initial term of this **Agreement** is for five (5) years, beginning January 1, 2014 and ending December 31, 2018. The **Agreement** may be renewed for additional one (1) year terms with no limit, subject to the **Parties** agreement on fee adjustments for the continued provision of services outlined in this **Agreement**.

B. Payment of Annual Fee.

BBCCC, through the City of Bismarck Finance Department, shall invoice **MMCCC** for its share of the central maintenance fee, and any other specific maintenance fee, within 30 days prior to December 1st. **MMCCC** shall be responsible to pay its share of the central maintenance fee, and any other maintenance fee, on an annual basis, within 30 days upon receipt of the City of Bismarck Finance Department invoice. Payment of the invoice to the Finance Department indicates that **MMCCC** has renewed and agrees with the ongoing terms of the **Agreement**.

For specifics on fees, see subsection G.

C. Renewal and Termination of Dispatching Services Agreement.

1. Renewal/Termination.

This Agreement shall be in effect through December 31, 2018. Review of fees will take place before March 31 of each year for the following budget year. Any adjusted fee will be in effect on January 1st of the following year.

This **Agreement** may be terminated for convenience in writing by either party on or before May 1 of each year. Such written notice of termination shall be effective on December 31 of the year received.

MMCCC's written notice of termination shall be mailed to:

Bismarck/Burleigh Combined Communications Center
Attention: Communications Director
P.O. Box 5503
221 N 5th St
Bismarck, ND 58506-5503

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BBCCC's written notice of termination shall be mailed to:

Morton County Emergency Manager.
210 2nd Ave NW
Mandan, ND, 58554

2. Renewal Effective Date.

Renewal of the Agreement will occur on January 1, 2019 upon payment of **MMCCC**'s share of the central maintenance fee.

D. Cancellation of Dispatching Services Agreement for cause.

1. Cancellation by the **MMCCC**: **MMCCC** may cancel the **Agreement** for any material breach of this **Agreement** upon 30 day's notice to **BBCCC**. **BBCCC** shall have the 30 days to cure the breach, in which case the breach will be deemed cured that the cancellation will be rescinded. If **BBCCC** fails to cure a material breach of this **Agreement** within the allotted time, any payments made by **MMCCC** will be refunded on a prorated basis. In the event of cancellation by **MMCCC**, all access to **BBCCC**'s systems will be suspended as of the termination date and associated software will be removed from **MMCCC** equipment.

2. Cancellation by **BBCCC**: **BBCCC** may cancel this **Agreement** upon 30 calendar days notice to **MMCCC**, if **MMCCC** or one of its user agencies is in material breach of its obligations under this **Agreement**. In the event of cancellation by **BBCCC** regarding a security breach or threat to **BBCCC's** systems, all access by **MMCCC** to **BBCCC**'s systems will be immediately suspended until the threat is resolved, and may include the removal of associated software from **MMCCC** equipment.

E. **MMCCC** Responsibilities: **MMCCC** shall:

1. Be responsible for receiving, processing and dispatching 9-1-1 and non-emergency incidents occurring in Morton County.

2. Pay all fees, including fees for interface development billed by SunGard and for maintenance support for any interface developed for **MMCCC**, as well as any support or maintenance fees under separate agreement relating to services provided under this **Agreement**. **MMCCC** shall also be responsible for any billable information technology support services provided by the City of Bismarck.

3. Ensure law enforcement personnel comply with all necessary requirements for access to criminal justice information records.

4. Coordinate any changes in response configuration, systems access, and unit or assignment changes with the **BBCCC** Communications Director.

5. Maintain entries for the personnel module in the SunGard system for unit assignment.

6. Timely provide the **BBCCC** Communications Director any changes in corporate boundaries to include new developments, additions, annexations or roadway vacations in Morton County, or within the corporate limits of any city or town within Morton County. **MMCCC** shall also ensure electronic data is available to Geographic Information Systems (GIS) personnel in the City of Bismarck, with **MMCCC** ensuring appropriate adjustments are made to fit new data within existing boundaries.

7. Require **MMCCC** personnel to participate in initial CAD training provided by **BBCCC**. **MMCCC** shall consider requiring a minimum number of hours of practice by **MMCCC** operator personnel in the CAD training module prior to the go-live date.

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8. Maintain as confidential, any addresses, telephone numbers and/or any other information relating to personnel information found within CAD files to include the personnel module, unit assignment information, special premise information, rolodex, or any other module containing information relating to personnel of any Burleigh County response agency.

9. Maintain responsibilities for MSAG and 9-1-1 database provisioning for Morton County.

10. Observe and follow any **BBCCC** security protocols or policies regarding use of the **BBCCC** systems. **MMCCC** will immediately notify **BBCCC** of any suspected breach of security or other misuse of the **BBCCC** systems.

11. Comply with this **Agreement** and any software licensing agreement(s) entered into by **BBCCC** that is used by **MMCCC**.

F. BBCCC Responsibilities: **BBCCC** shall:

1. Be responsible for receiving, processing and dispatching 9-1-1 and non-emergency incidents occurring in Burleigh County.

2. Provide for the initial training of **MMCCC** operators in use of CAD. The format shall be determined by **BBCCC** and the schedule will be upon agreement of the **Parties**. Four courses, running four hours each, will be provided under this Agreement. Additional, agreed to courses of instruction will be charged for actual time and labor rate, which may be lower than the not to exceed rate. The current, not to exceed hourly rate is $44.15.

3. Build and maintain all files associated with the configuration for **MMCCC** operations, except for entry into, or maintenance of, the personnel module specific to law enforcement agency.

4. Consider development of unique codes for use by **MMCCC**, if deemed necessary.

5. Assist **MMCCC** on the targeted go-live date to help answer questions or resolve immediate problem issues. After the go-live date, on-duty BBCCC personnel will assist in providing telephone assistance through the **BBCCC** if needed.

6. Coordinate the relationship between SunGard Public Sector and the provider of any interfaced systems through this **Agreement**.

7. Keep **MMCCC** apprised as to the status of **BBCCC**'s relationship with SunGard, its products and the ongoing use of those products. **BBCCC** will attempt to include **MMCCC** in future product discussions aimed at identifying a timeframe for total system replacement.

8. Maintain as confidential, any addresses, telephone numbers and/or any other information relating to personnel information found within CAD files to include the personnel module, unit assignment information, special premise information, rolodex, or any other module containing information relating to personnel of any Morton County response agency.

G. Fees

The **MMCCC** shall be responsible for the following:

- 15% of central maintenance costs, annually, for systems used by **MMCCC**.

- 100% of development or maintenance costs for any billable SunGard support for interfaces to Morton/Mandan systems (ex. mapping, records management systems, billing systems, etc).

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- 100% of any licensed mobile data services software and any support or maintenance fees associated with that software installed to be used by **MMCCC** or its user agencies. *

*** *Note*:** Information technology support services provided by the City of Bismarck in specific support of mobile data services software, if implemented, will be billed under separate agreement.

A review of annual maintenance fees will be completed by BBCCC each spring and provided to all system users for use in agency budgeting for the following budget year.

Complaints and/or Level of Service Maintenance

Any complaints regarding the services provided by **BBCCC** to **MMCCC** under this **Agreement** shall be directed to the **BBCCC** Communications Director. Any complaints regarding the **MMCCC** or its user agencies' use under this **Agreement** shall be referred to the Morton County Emergency Manager. If resolution is not found between the **BBCCC** Communications Director and the Morton County Emergency Manager, a meeting will be held with the **BBCCC** User Board Chairman and the **MMCCC** Advisory Committee, inclusive of the Department Heads to determine final resolution.

Liability

Each **Party** to this **Agreement** represents and warrants to the other that it has and shall maintain in effect adequate liability insurance, workforce safety, and other appropriate forms of insurance coverage sufficient to generally protect the respective **Parties** to this **Agreement** and their employees in carrying out the objectives of this **Agreement**. Each Party to this **Agreement** agrees to be responsible for its own negligent acts and the negligent acts of its respective officers, officials, employees or agents.

General Terms and Conditions

A. Modification of CAD Services and Use Agreement: No alteration or other modification of this **Agreement** shall be effective unless the modification is in writing and signed by the **Parties**.

B. Binding Effect: This **Agreement** shall be binding on and shall inure to the benefit of the parties and their successors and assigns. This **Agreement** may not be assigned by **MMCCC** without the written consent of **BBCCC**.

C. Integration: This **Agreement** contains the entire agreement of the **Parties**, and supersedes and merges any and all prior verbal or written agreements.

D. Governing Law: This **Agreement** shall be construed in accordance with and governed by the laws of the State of North Dakota. If any provision of this contract is held to be unenforceable by a court of competent jurisdiction, the remainder of this **Agreement** shall remain in full force and effect.

E. Status of Employees: In the performance of the services to be rendered under this **Agreement** **BBCCC** employees shall always be considered to be the employees of **BBCCC** and not of **MMCCC**. Employees of **MMCCC** shall at no time or under any circumstances be considered to be an employee or agent of **BBCCC**, and are not authorized to undertake or engage in any acts on behalf of **BBCCC**.

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MORTON COUNTY, Morton/Mandan Combined Communications Center

Dated this _____ day of December, 2013.

Attest:

By: _____
Morton County Auditor

By: _____
Chairman
Morton County Commission

By: _____
Mandan City Administrator

By: _____
Mayor
Mandan City Commission

BURLEIGH COUNTY, Bismarck/Burleigh Combined Communications Center

Dated this _____ day of December, 2013.

Attest:

By: _____
Burleigh County Auditor

By: _____
Chairman
Burleigh County Commission

By: _____
Bismarck City Administrator

By: _____
Mayor
Bismarck City Commission

BISMARCK/BURLEIGH COMBINED COMMUNICATIONS CENTER USER BOARD

Dated this _____ day of December, 2013.

By: _____
Chairman

DRAFT

New Business No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 12, 2013
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Justin Froseth
SUBJECT:	Construction observation and administration of Sunset Drive reconstruction project

STATEMENT/PURPOSE: Consider Approval of Engineering Services Agreement with Houston Engineering for construction observation of Sunset Drive reconstruction project.

BACKGROUND/ALTERNATIVES: In 2009, City Commission authorized Houston Engineering to provide Engineering services for the Sunset Drive Project. The original agreement submitted for $966,700 included construction observation and administration for an estimated cost at the time of $450,000. In 2009, it was decided to take construction observation and administration out of the agreement but agree to the other items in the agreement which included project design and production of bid documents.

In the spring of 2013, the project was bid and awarded. Houston Engineering began providing construction observation for the project as expected to facilitate the construction of the project. It was not realized until recently that no amendment to the original Engineering Service Agreement, nor a new ESA specifically for construction observation was brought forth to city commission.

An estimate prepared by Houston Engineering this spring for construction observation and administration estimated a cost of $617,746. This went up from the estimate in 2009 of $450,000 for the following reasons. 1) Addition of material testing services. 2) NDDOT requirement of full-time construction observation, and a 6 day work week throughout project. 3) 12.5% increase in wage rates between 2009 and 2013.

City staff has reviewed the request and has also reviewed the estimated amount that was sent to property owners when the assessment district was set up. That estimated amount did account for all of the construction observation needed for this project.

ATTACHMENTS:

1. Houston Engineering Request Letter
2. Houston Engineering Construction Observation and Administration Work Tasks. (Labeled as Attachment C)

FISCAL IMPACT: Cost of construction observation and administration accounted for in estimate of cost assessments.

STAFF IMPACT: minimal

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

RECOMMENDATION: The Engineering and Planning Office recommends approval of agreement between Houston Engineering and the City of Mandan for Construction Observation and Administration.

HoustonEngineering Inc Bismarck Office 701.323.0200 701.323.0300
3712 Lockport Street Bismarck ND 58503

December 09, 2013

Jim Neubauer
City Administrator
City of Mandan
205 2nd Ave NW
Mandan, ND 5554

RE: Engineering Services Agreement Amendment
HEI Project #: 6409-002 Sunset Drive Project

Dear Mr. Neubauer

This letter is being provided to summarize the current Engineering Services Agreement between the City of Mandan and Houston Engineering, Inc. and to request consideration of payment for the Construction Observation and Administrative Services provided by Houston Engineering, Inc. during the construction of the Sunset Drive Project. The services were provided under the existing Engineering Services Agreement (ESA) and a draft Attachment C to the ESA that describes the tasks and estimated costs for the construction services.

Background:
Houston Engineering was awarded the Sunset Drive Reconstruction Project at the July 7, 2009 City Commission meeting, which authorized Houston Engineering to produce an Engineering Service Agreement for review and consideration. At the time of this award the project was aggressively scheduled to be constructed in the 2010 construction season. Following authorization Houston Engineering Inc. presented the City of Mandan an Engineering Services Agreement and budget for $966,700, which included an estimate of $450,000 for Construction Observation and Construction Administration. However, the approval of the submitted ESA was removed from the August 4th and 18th, 2009 City Commission meeting Agendas pending further review of the priority improvement projects, proposed budgets and project schedule. Following that review and during the September 1, 2009 City Commission meeting the planned construction of the Sunset Drive project was moved from 2010 to 2012 so that the Third street project could be competed in 2010.

In December 2009 the Engineering Services Agreement (ESA) with Houston Engineering, Inc. for the Sunset Drive Reconstruction Project was executed for the Tasks 1 through 6 as presented in the scope of work Attachment B. The estimated fee for the Tasks 1-6 was $472,700. This allowed the project easements, survey, engineering, design, and bid document preparation proceed ahead of the planned construction schedule. With the delayed construction schedule the Construction Observation and Administration scope of work presented as Task 7 with the budget of $450,000 was not included in the Attachment B of the executed ESA. The project was originally bid on November 16, 2012 but for funding issues the original bids were not accepted. The project was re-bid March 15, 2013 and was awarded on April 2, 2013. The awarded project costs are summarized below:

Construction Bid with Option 1: $4,051,785.79
Contingency and Administrative: $1,413,913.00
Total Project Cost with Option 1: $5,465,699.79

Construction began on the project immediately after the project approval. Houston Engineering, Inc. began providing required construction observation and administration services as expected to facilitate the construction of the project in accordance with the NDDOT and City of Mandan specifications.

HoustonEngineering Inc.

Revised Construction Observation and Administration Budget

Houston Engineering prepared a revised construction observation and administration budget for the project based on the current tasks required and the contractors planned construction schedule. The Attachment C to the original contract describes the work tasks and estimate related to the construction observation and administration services. The estimated cost for the services described in attachment C is $617,746. The estimated amount differs from the estimate provided in 2009 due to the following reasons:

1. The estimate provided in 2009 did not include the materials testing services. These services, which are provided by an approved independent testing firm, are included within the current estimate of services described in the Attachment C. The cost of the testing services was estimated to be $49,000.

2. The NDDOT requires that full time construction observation for all work be provided for projects that receive NDDOT funding. Due to this requirement and the contractors proposed schedule to work 6 days per week the budgeted hours for construction observation were increased to meet the funding requirements. The estimated cost of the additional observation required to meet NDDOT requirements is $95,040.

3. Rate changes were incurred between the budget prepared in 2009 anticipating 2010 construction and the 2013 construction season. The impact of the rate changes is estimated to be a 12.5% increase from the 2009. The estimated cost of the rate increases is estimated to be $23,710.

In accordance with the Engineering Services Agreement, services were provided on a time and material basis in accordance with the hourly fee schedule by employee classification for work described in Attachment C.

Project Status

To date Houston Engineering, Inc. has completed the tasks described on the ESA Attachment B and the majority of the effort described on the draft Attachment C. A summary of the project costs to-date are provided in the ESA Summary below:

HoustonEngineering Inc.

Engineering Services Agreement Summary	
Attachment B Scope of Work	$472,700.00
Draft Attachment C Scope of Work	$617,745.80
Total Project ESA Estimate	$1,090,445.80
Total Invoiced and Paid to Date	$408,644.01
Outstanding Invoice 0016683	$312,869.79
Pending Invoice	$232,803.20
Estimate of Work Remaining	$30,000.00
Budget Remaining	$106,128.80

We do anticipate that even with the work remaining and to complete the required final records we will complete the work within the proposed budgets.

We appreciate opportunity to assist the City of Mandan on this important project and look forward to completing the project through final records. We appreciate the time to review the provided information and ask that you consider approval of the services provided for the construction of the Sunset Drive project.

Sincerely,

HOUSTON ENGINEERING INC.

Sherwin Wanner, Bismarck Office Manager

James Warne, Project Manager

Enc: Attachment C – Scope of Work

Attachment C
Work Tasks
Sunset Drive Reconstruction
from 7th Street NW to 15th Street NW
Project #SU-1-988(033)044
PCN 18334
Mandan, North Dakota 58554
May 7, 2013

Task #1 – Attend and Coordinate Pre-construction Conference **$1,930.00**

- Task #1 includes coordinating the preconstruction conference with the Contractor, the City of Mandan, the North Dakota Department of Transportation, preparing and conducting the agenda, documents, and forms for the meeting. Also included is preparing and providing minutes following the meeting.

- *The deliverable is the preconstruction conference minutes of the meeting.*

Task #2 – Construction Administration **$44,126.00**

- Task #2 includes attending the Contractor construction progress meetings. Coordinate with the contractor to maintain adequate access for emergency vehicles and adjacent residents. Traffic control will be monitored to maintain compliance with NDDOT standards. Discuss contractor schedule to review potential conflicts or problems. Keep the City of Mandan and the NDDOT updated on project schedule through progress reports and conversations. Provide the City of Mandan and the NDDOT with documentation on lane closures/traffic control and announcements to the public (if needed). Coordinate testing (with subconsultant) and construction surveying.

- *The deliverable includes brief meeting minutes, as requested, to document the construction progress meetings and a memorandum summarizing the positions taken by each stakeholder regarding the project and its implementation. This memorandum is to be provided to the City Engineering Project Manager and/or City Commission and the North Dakota Department of Transportation.*

Task #3 – Construction Observation **$464,557.80**

- Task #3 includes construction observation of all items of work and providing all project documentation and records by using the NDDOT web based CARS program and comply with the NDDOT Construction Records Manual. Additional project documents to be provided are weekly progress reports, progressive estimates on a bi-weekly basis or as required based on project quantities and pay

items, pay quantity reports outlining documented and measured pay quantities as a supplement to progressive estimates and progress reports, complete field records following project close out, and project pictures outlining the project progression and final completion.

- *The deliverables are the reports as outlined in the project documentation and specification enforcement will comply with these Project Plans and Proposal, the NDDOT Specifications for Road and Bridge Construction, and the following:*

    - NDDOT CARS Manual
    - NDDOT Field Sampling and Testing Manual
    - NDDOT Construction Records Manual
    - NDDOT External Civil Rights Manual
    - NDDOT Design Manual
    - Current Memos and Supplemental Specifications

Task #4 – Construction Surveying and Staking **$81,830.00**

- Task #4 includes construction surveying and staking sanitary sewer, watermain, storm sewer, curb and gutter, driveways, sidewalk, paving, street lights, pavement marking, signing, property corners/monuments, and as-builts.

Task #5 – Final Inspection **$2,786.00**

- Task #5 includes a final inspection review that will be conducted upon completion of the project. The City of Mandan, the NDDOT, the Contractor, and Houston Engineering will conduct the final inspection and all punchlist items for completion will be generated and placed into a memo for final completion.

Task #6 – Preparation of Final Records **$22,516.00**

- Task #6 includes preparing all final records in accordance with the NDDOT Construction Records Final for final acceptance by the NDDOT and FHWA.

Engineering Services
& Full Time Construction Observation ***$617,745.80***

New Business No. 2

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
"WHERE THE WEST BEGINS"

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 12, 2013
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Justin Froseth
SUBJECT:	Mandan Water and Wastewater Master Plan Amendments

STATEMENT/PURPOSE: Consider Approval of Mandan Water and Wastewater Master Plan Amendments.

BACKGROUND/ALTERNATIVES: During the past few months, city staff has met with AE2S to review the existing Capital Improvements Plans (CIPs) prepared as part of the previous Water and Wastewater Master Plans. The original CIPs rolled out a potential improvement program with a schedule and associated costs for each of the following infrastructure systems:

1. Water Treatment Facility

2. Water Distribution Facilities

3. Wastewater Treatment and Collection System

As part of the CIP review process, actual improvements projects undertaken by the City were compared to the proposed improvement plan in order to evaluate progress against the intended CIP plan. Proposed upcoming CIP improvement projects were also evaluated to determine if the priority sequence developed in the Master Plans still applied. Project priority changed if an existing system component was deemed to be deteriorating faster or slower than originally anticipated or if development is creating more pressure on the infrastructure. In some case new project needs were identified.

The results of the review, prioritization and evaluation process are included in attached revised CIP plans. The revised plan for each infrastructure system includes a list of current project and completed projects along with proposed updated CIP and subsequent Master Plan updates.

ATTACHMENTS:

1. AE2S Technical Memorandum
2. Exhibit #1 ï Pressure Zone 2100 Improvements
3. Exhibit #2 ï Memorial Highway Water Main Project
4. Exhibit #3 ï Boundary Road PRV Improvements
5. Exhibit #4 ï I-94 Trunk Sewer Improvements

6. Exhibit #5 ï Mandan 2014 ï 2015 CIP Funding Summary, Page 1
7. Exhibit #6 ï Mandan 2014 ï 2015 CIP Funding Summary, Page 2
8. Exhibit #7 ï Mandan 2014 ï 2015 CIP Funding Summary, Page 3
9. Exhibit #8 ï Mandan 2014 ï 2015 CIP Funding Summary, Page 4

FISCAL IMPACT: Time for creating amendments was charged to yearly task order budgets for water system and wastewater system. Agreement set up with AE2S of $25,000 budgeted for each system each year. This yearôs task order work within annual budgets.

STAFF IMPACT: Several meetings to discuss.

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

RECOMMENDATION: The Engineering and Planning Office recommends approval of Mandan Water and Wastewater Master Plan Amendments.

www.ae2s.com

Technical Memorandum

To: Justin Froseth, Planning and Engineering Director
Jeff Wright, Public Works Director
Steve Himmelspach, Wastewater Treatment Plant Superintendent
Duane Friesz, Water Treatment Plant Superintendent

From: Kenneth J. Weber, PE
AE2S

Re: **Mandan Water and Wastewater Master Plan Amendments**

Copy: Greg Welch, Finance Director
Jim Neubauer, City Administrator

Attachments: Revised CIP Summaries for Water Treatment Facility, Water Distribution System and the Waste Water Treatment and Collection System
Exhibits 1-4 - Improvement Exhibits
Exhibits 5-8 – Funding Summaries

Date: December 11, 2013

I. Scope of Master Plan Update

During the past few months AE2S staff has conducted several meetings with City staff to review the existing Capital Improvement Plans (CIP) prepared as part of the previous Water and Wastewater Master Plans. The original CIPs rolled out a potential improvement program with a schedule and associated costs for each of the following infrastructure systems:

1. Water Treatment Facility
2. Water Distribution Facilities
3. Wastewater Treatment and Collection System

As part of the CIP review process, actual improvements projects undertaken by the City were compared to the proposed improvement plan in order to evaluate progress against the intended CIP plan. Proposed upcoming CIP improvement projects were also evaluated to determine if the priority sequence developed in the Master Plans still applied. Project priority changed if an existing system component was deemed to be deteriorating faster or slower than originally

anticipated or if development is creating more pressure on the infrastructure. In some case new project needs were identified.

The results of the review, prioritization and evaluation process are included in attached revised CIP plans. The revised plan for each infrastructure system includes a list of current project and completed projects along with proposed updated CIP and subsequent Master Plan updates.

II. Water Treatment Facility Master Plan Amendment

The Water Treatment Facility Master Plan was prepared by AE2S in September 2006 and subsequently approved by City Commission. There are three changes to the Water Treatment Facility Master Plan as follows:

1. Conventional Raw Water Intake; This improvement was originally scheduled for 2011 through 2015. And was highly dependent on receipt of funding. In September of 2013 the City was notified that the project is in line for State Water Commission MR&I matching funds for the 2013-2014 biennia. The schedule and estimated costs have been modified to reflect the current funding scenario and indexed costs for the revised schedule. Funding agreements and related matters are not addressed in this update. The new schedule anticipates a 2014- 2015 Planning timeline with construction to occur 2016 through 2018.

2. Master Plan Update; The 2006 Master Plan did not include planning for a future update. The need to conduct a master plan update has been identified by AE2S in conjunction with City staff primarily as a result of unexpected growth and changing needs. The current master plan will need to be revisited as the proposed projects are completed and the need. The Master Plan update costs of $172,000 have been added and planned for 2017 or 2018.

3. Miscellaneous Electrical Upgrades and Inspections: The 2006 Master plan does not identify this item of improvements. The existing electrical system is in need of ongoing inspections and maintenance. The existing condition is continuously monitored by the WTP operators and future costs of $57,000 associated with inspection and maintenance the existing electrical system have been added and scheduled for the years of 2017-2018.

Appendix A includes the revised CIP plan. The revised CIP plan also includes a list of the 2006 through 2013 projects undertaken to date.

III. Water Distribution System Master Plan Amendment

The Water Distribution System Master Plan was originally prepared by AE2S in June 2007 and subsequently approved by City Commission. There are seven current changes to the Water Distribution System Master Plan as follows:

1. Southside Booster Station Generator; The 2007 Master Plan does not identify this improvement. The booster station was constructed in 2011 and provisions for adding the generator have been provided. The generator is essential maintaining continuous water service to the SW area of the City. The City has been pursuing funding options through emergency grants, but has not yet received any funding. The generator has been added to CIP for 2014 at an estimated cost of $200,000.

2. Sunset Booster Station Pumps; The 2007 Master Plan does not identify this improvement. The Sunset Booster Station serves the NW area of the City north of I-94 and west of Old Red Trail. The area is experiencing rapid growth increasing demands on the water system. There are periods of time when the pumps see high demands and it was determined that these pumps should be upgraded in two phases The Master Plan is modified to reflect the first phase of pump improvements in 2015-2016 at a cost of $431,000, with a future phase in 2019 at a cost of $322,000.

3. Sunset Booster Station Generator; The 2007 Master Plan does not identify this improvement. The booster station pump improvements referenced above will require the addition of a standby generation system to ensure continuous service to that area. The generator has been added to CIP for 2019 to coincide with phase two of the pump replacement at an estimated cost of $200,000.

4. Collins Avenue Reservoir Roof Replacement Study; The 2007 Master Plan does include provisions for replacement of the reservoir in 2020. The plan does not include provisions for evaluation of the existing roof system at the reservoir. City staff has been monitoring the reservoir and determined it the roof is showing signs of failure and possible replacement may be needed. The CIP has been modified to include provision to have the existing roof system evaluated in 2014 at a cost of $40,000.

5. Zone 2100 1.5 MG Elevated Storage Tank: The 2007 Master plan does identify this as a future improvement . The timing and schedule for the improvements were not identified in that document. Zone 2100 is within the same area served by the Sunset Booster station system. At the time the master plan was prepared development within Zone 2100 was minimal. Zone 2100 is experiencing rapid growth increasing demands on the water system and booster system. To best serve the area it was previously determined an 1.5 MG elevated storage tank would be required, however looking at current development is has been determined that two reservoirs would better serve the area and better match the growth of water demands. The Master Plan is modified to change the reservoir from a future non-programmed project to current programmed project schedule to be constructed in two phases with the first phase scheduled in 2019 at a cost of $1,350,000. The second phase of the project is scheduled for 2021-2034 at an estimated cost of $1,887,000. See Exhibit #1 for general location and layout.

6. Memorial Highway Watermain Replacement: The 2006 Master plan does not identify this item for improvement. Memorial Highway is currently scheduled for improvements in 2018 and 2019. It has been determined that the water utilities located under Memorial Highway should also be replaced or improved in conjunction with the sanitary sewer replacement included in the wastewater CIP and as part of the highway improvements. The CIP has been revised to include upgrades to the water utilities in 2018-2019 at a cost of $2,580,000. See Exhibit #2 for general location and layout.

7. Boundary Road Pressure Reducing Valve (PRV): The 2006 Master plan does not identify this item for improvement. The proposed project replaces an existing PRV system serving the area north of I- 94 and will provide additional operational flexibility to maintain reasonable pressure for that area north of 14th Street NW and bounded by 6th Avenue NW and Sunset Drive. The CIP has been revised to include upgrades to the water utilities in 2014 at a cost of $113,400. See Exhibit #3 for general location and layout.

Appendix A includes the revised CIP plan. The revised CIP plan also includes a list of the 2007 through 2013 projects undertaken to date.

IV. Waste Water Treatment and Collection System Master Plan Amendment

The Waste Water System Master Plan was originally drafted in 2010 by AE2S, finalized by AE2S in May 2013 and subsequently approved by City Commission. There are two current changes to the Waste Water System Master Plan as follows:

1. Main Alley Sewer Lining 8th Ave NE to 14 Ave NE; The 2012 Master Plan does not identify this improvement. This east-west sewer located between Main Street and 1st Street NE has been determined to need rehabilitation. After discussing the project with City Staff it was determined the Master Plan will be modified to create a specific improvement project in 2014 and the transfer $100,000 from the Annual Pipe, Manhole, and Lift Station Replacement Fund.

2. I-94 Trunk Sewer (Sunset to Collins) ; The 2012 Master Plan does not identify this specific improvement. The Master plan identifies the installation of a forcemain through this area to serve future growth Area B. As an alternate to the forcemain system this sewer line is planned for construction in the north R/W of I-94 extending from Collins Avenue to Sunset Boulevard and need is growth dependant. In addition to serving area growth this trunk sewer will provide much needed flow relief of the 14th Street NW sewer line. The Master Plan is modified to reflect these improvements in 2015-2016 at a cost of $746,000. See Exhibit #4 for general location and layout.

Appendix A includes the revised CIP plan. The revised CIP plan also includes a list of the 2010 through 2013 projects undertaken to date.

V. Funding

The Master Plan identified CIP programs have been funded through both user rate adjustments and City budgeted expenditures. The enclosed Exhibits 5 through 8 illustrate the types of projects and the sources of funding being considered for years 2014, 2015 and 2106. Exhibit 5 summarizes the three year funding horizon by project type and funding types. Exhibits 6-8 provide additional detail by project for the same three year period.

In each of the exhibits, the identified City Funding amounts are typically included in the annual budgeting process, while the SRF loan components and associated debt service costs are funded through the rate structure and user fees. The exhibits provide a guideline for funding based on

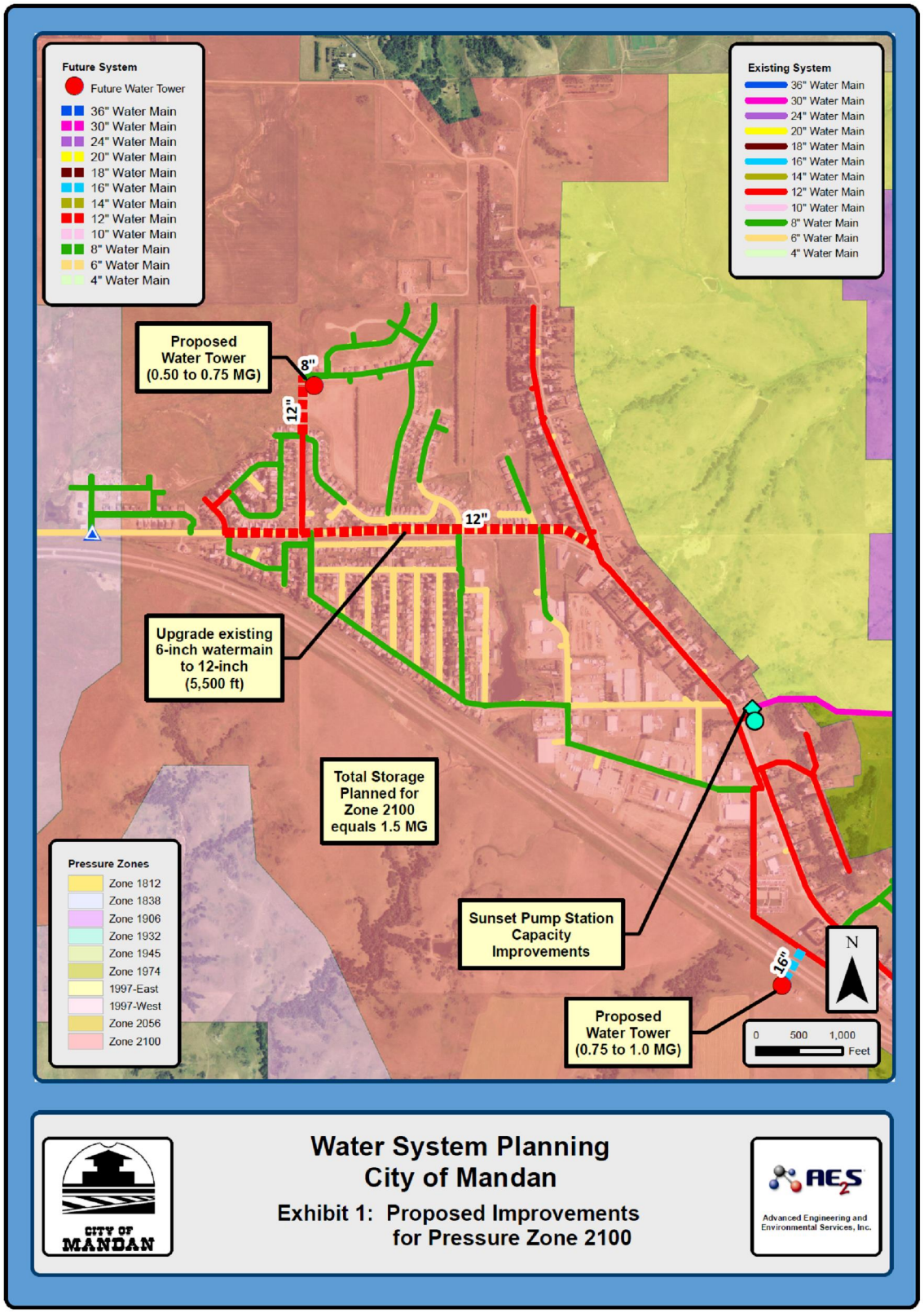
the anticipated CIP program. Each year both the budge amounts and rates are reviewed for adequacy and adjusted if necessary.

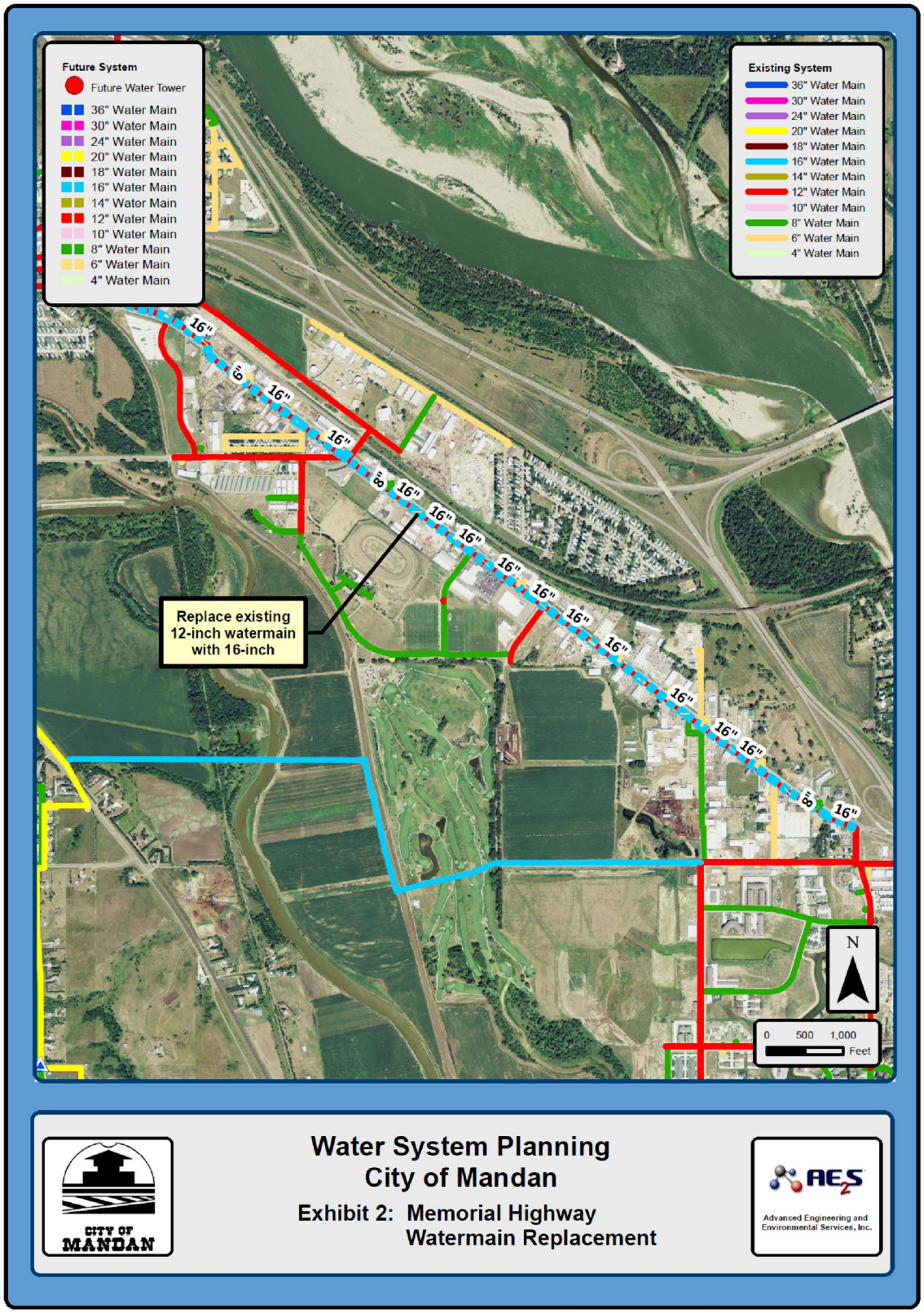
VI. Conclusions and Additional Comments

The City of Mandan has undertaken significant steps to prepare infrastructure Master Plans and implement the recommendations and programs contained within those plans. This Technical Memorandum provides the City the opportunity to update and modify the Master Plans to match ever changing circumstances. The above Master Plan and CIP modifications do reflect the planning and review efforts of the City staff and AE2S.

It is recommended that the City of Mandan adopt this amendment modifying the Master Plans as described above and included in attached CIP summaries. The amended Master Plans are identified as follows:

1. Water Treatment Facility Master Plan dated September 2006
2. Water Distribution System Master Plan dated June 2007
3. Waste Water Treatment and Collection System Master Plan dated May 2012


Future System
Future Water Tower
36" Water Main
30" Water Main
24" Water Main
20" Water Main
18" Water Main
16" Water Main
14" Water Main
12" Water Main
10" Water Main
8" Water Main
6" Water Main
4" Water Main
Existing System
36" Water Main
30" Water Main
24" Water Main
20" Water Main
18" Water Main
16" Water Main
14" Water Main
12" Water Main
10" Water Main
8" Water Main
6" Water Main
4" Water Main
Proposed Water Tower (0.50 to 0.75 MG)
8"
12"
12"
Upgrade existing 6-inch watermain to 12-inch (5,500 ft)
Total Storage Planned for Zone 2100 equals 1.5 MG
Sunset Pump Station Capacity Improvements
16"
Proposed Water Tower (0.75 to 1.0 MG)
Pressure Zones
Zone 1812
Zone 1838
Zone 1906
Zone 1932
Zone 1945
Zone 1974
1997-East
1997-West
Zone 2056
Zone 2100
N
0 500 1,000
Feet
CITY OF MANDAN
Water System Planning
City of Mandan
Exhibit 1: Proposed Improvements for Pressure Zone 2100
AE2S
Advanced Engineering and Environmental Services, Inc.


Future System
Future Water Tower
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20" Water Main
18" Water Main
16" Water Main
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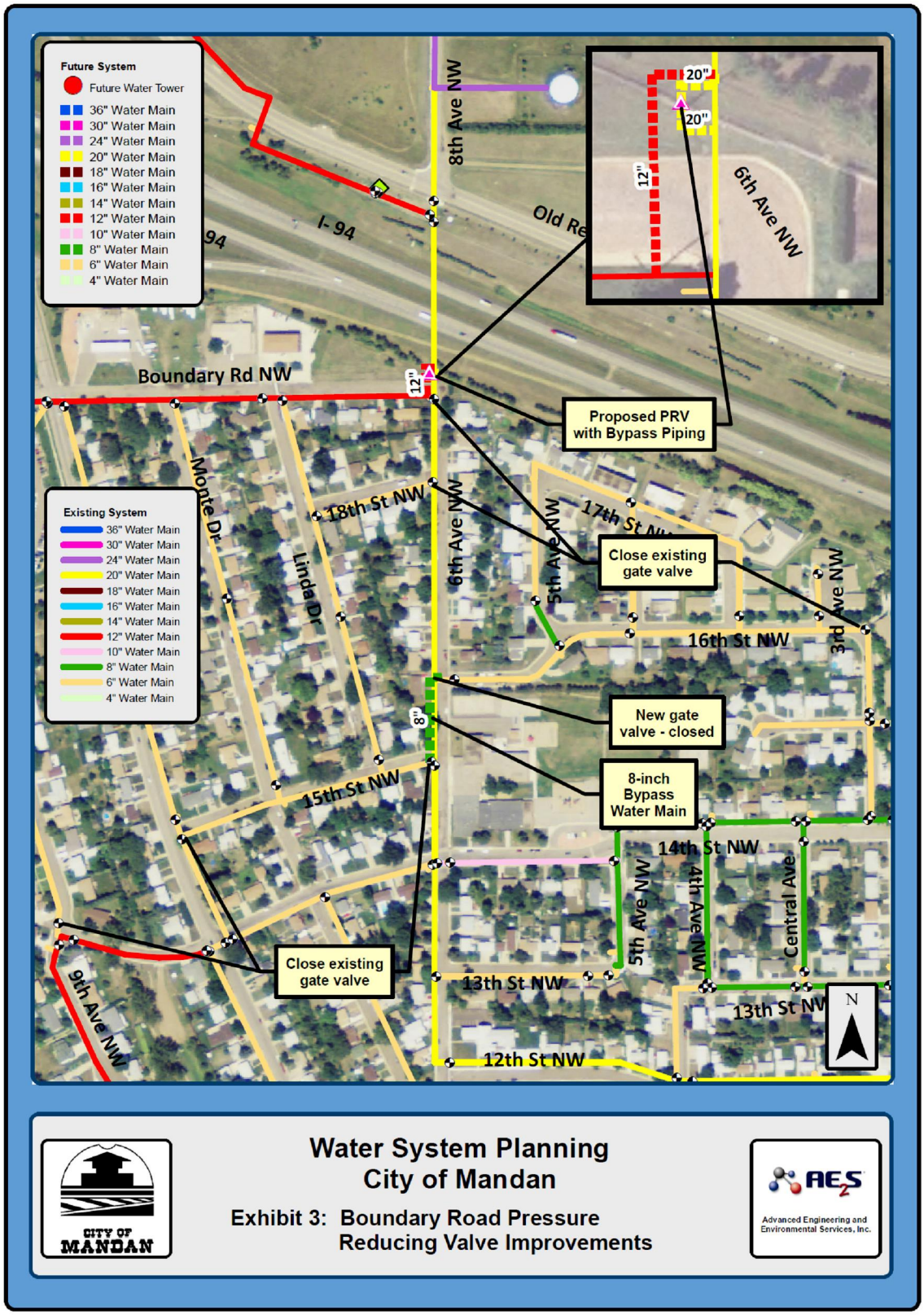
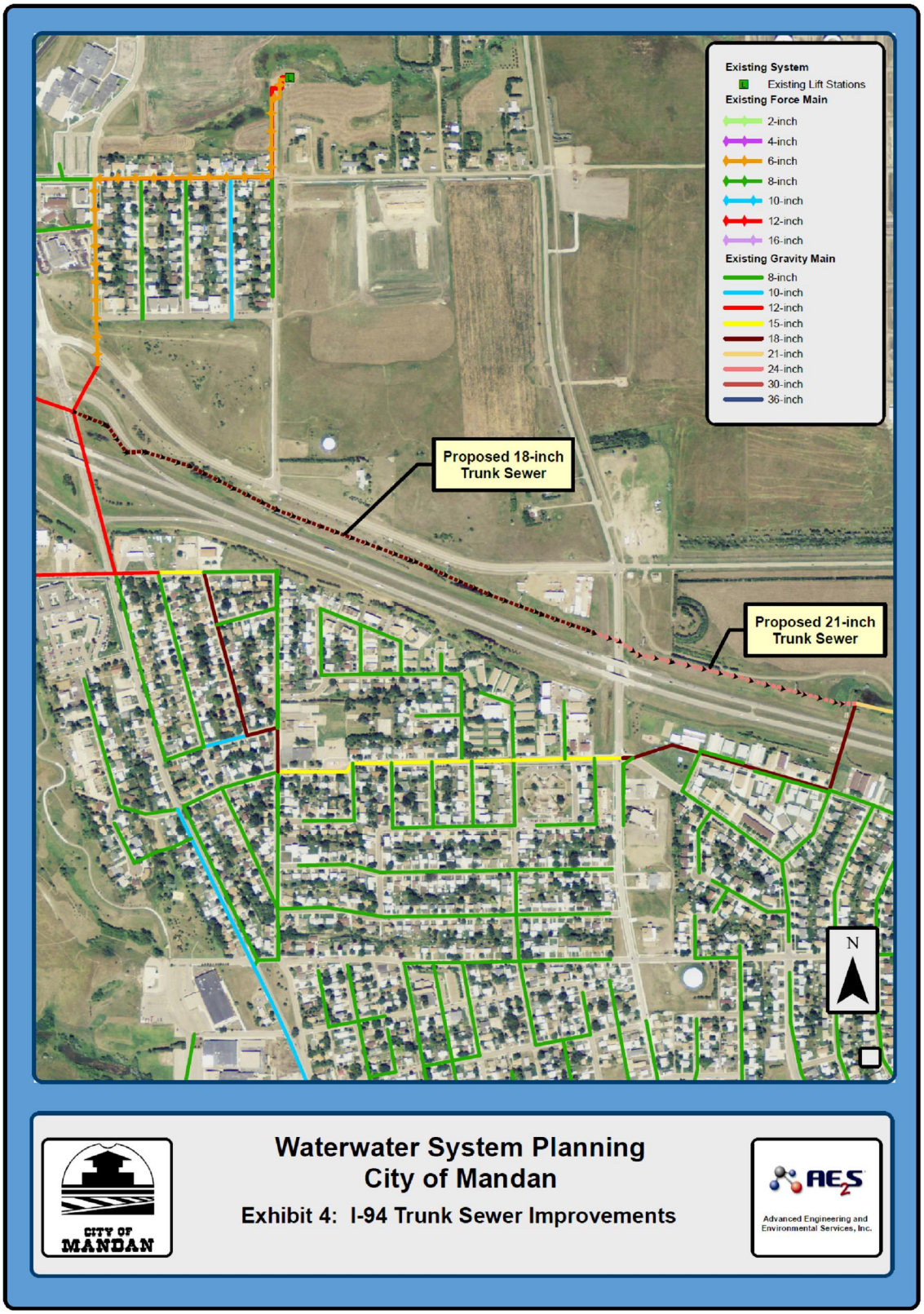
12" Water Main
10" Water Main
8" Water Main
6" Water Main
4" Water Main
Existing System
36" Water Main
30" Water Main
24" Water Main
20" Water Main
18" Water Main
16" Water Main
14" Water Main
12" Water Main
10" Water Main
8" Water Main
6" Water Main
4" Water Main
Replace existing 12-inch watermain with 16-inch
N
0 500 1,000
Feet
CITY OF MANDAN
Water System Planning
City of Mandan
Exhibit 2: Memorial Highway
Watermain Replacement
AE2S
Advanced Engineering and Environmental Services, Inc.


Future System
Future Water Tower
36" Water Main
30" Water Main
24" Water Main
20" Water Main
18" Water Main
16" Water Main
14" Water Main
12" Water Main
10" Water Main
8" Water Main
6" Water Main
4" Water Main
Existing System
36" Water Main
30" Water Main
24" Water Main
20" Water Main
18" Water Main
16" Water Main
14" Water Main
12" Water Main
10" Water Main
8" Water Main
6" Water Main
4" Water Main
I- 94
Old Re
8th Ave NW
20"
20"
12"
6th Ave NW
Boundary Rd NW
12"
Proposed PRV with Bypass Piping
Monte Dr
18th St NW
Linda Dr
6th Ave NW
5th Ave NW
17th St NW
Close existing gate valve
3rd Ave NW
16th St NW
New gate valve - closed
8"
8-inch Bypass Water Main
15th St NW
14th St NW
5th Ave NW
4th Ave NW
Central Ave
Close existing gate valve
9th Ave NW
13th St NW
13th St NW
12th St NW
N
CITY OF MANDAN
Water System Planning
City of Mandan
Exhibit 3: Boundary Road Pressure Reducing Valve Improvements
AE2S
Advanced Engineering and Environmental Services, Inc.


Existing System
Existing Lift Stations
Existing Force Main
2-inch
4-inch
6-inch
8-inch
10-inch
12-inch
16-inch
Existing Gravity Main
8-inch
10-inch
12-inch
15-inch
18-inch
21-inch
24-inch
30-inch
36-inch
Proposed 18-inch Trunk Sewer
Proposed 21-inch Trunk Sewer
N
CITY OF MANDAN
Waterwater System Planning
City of Mandan
Exhibit 4: I-94 Trunk Sewer Improvements
AE2S
Advanced Engineering and Environmental Services, Inc.

12/10/2013

Summary of 2014- 2016 CIP Costs and Funding
City of Mandan ND

Project Type	2014	2015	2016
City Identified Projects	**$2,773,000**	**$3,219,000**	**$3,879,000**
City Funding	$685,000	$776,000	$792,000
SRF Loan	$1,670,500	$2,134,500	$3,087,000
SWC 50% Grant	$417,500	$308,500	$0
Pending Facility Improvements	**$437,000**	**$2,280,000**	**$11,519,000**
City Funding	$0	$0	$0
SRF Loan	$237,000	$2,080,000	$10,649,000
SWC 50% Grant	$200,000	$200,000	$870,000
Development Dependant Projects	**$3,320,000**	**$3,861,000**	**$2,564,000**
City Funding	$0	$0	$0
SRF Loan	$3,320,000	$3,861,000	$2,564,000
SWC 50% Grant	$0	$0	$0
Totals	**$6,530,000**	**$9,360,000**	**$17,962,000**
City Funding	$685,000	$776,000	$792,000
SRF Loan	$5,227,500	$8,075,500	$16,300,000
SWC 50% Grant	$617,500	$508,500	$870,000
	$6,530,000	$9,360,000	$17,962,000

12/10/2013

Mandan 2014-2016 CIP Funding Summary
City Identified Projects

Project	Type	Estimated Cost	Projected Fiscal Cost 2014	2015	2016
Optimization Phase II	Water Plant	$1,405,000	$835,000	$365,000	$0
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$417,500*	*$182,500*	*$0*
		SWC 50% Grant	*$417,500*	*$182,500*	*$0*
High Service Pump Relocation and Upgrade and Administration Improvements	Water Plant	$7,300,000	$0	$345,000	$708,000
		City Funding	*$0*	*$0*	
		SRF Loan	*$0*	*$219,000*	*$708,000*
		SWC 50% Grant	*$0*	*$126,000*	*$0*
Southside Pump Station Generator	Water Distribution	$200,000	$200,000		
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$200,000*	*$0*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
Sunset Booster Station Two stages for the improvements, second stage will occur when elevated storage is added in Zone 2100	Water Distribution	$753,000	$0	$49,000	$382,000
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$0*	*$49,000*	*$382,000*
		SWC 50% Grant	*$0*	*$0*	*$0*
Collins Avenue Reservoir	Water Distribution	$500,000	$40,000	$0	
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$40,000*	*$0*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
Zone 2100 Elevated Storage Tank	Water Distribution	$3,314,000	$75,000		
		City Funding	*$75,000*	*$0*	*$0*
		SRF Loan	*$0*	*$0*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
20" PRV Boundary Road and 6th Avenue NW	Water Distribution	$114,000	$114,000		
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$114,000*	*$0*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
Annual CIP Watermain Replacement	Water Distribution	$1,191,000	$387,000	$400,000	$404,000
		City Funding	*$387,000*	*$400,000*	*$404,000*
		SRF Loan	*$0*	*$0*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
Sewer Lining	WW Collection	$2,783,000	$200,000	$1,550,000	$1,033,000
Crying Hill Study 2014, Lining 2015/2016	200000	*City Funding*	*$0*	*$0*	*$0*
Main Alley 8th to 14th, Lining in 2014	1545515	*SRF Loan*	*$200,000*	*$1,550,000*	*$1,033,000*
Main Alley Trunk Lining, Study 2014, Lin 15/16	1033847.05	*SWC 50% Grant*	*$0*	*$0*	*$0*
GIS	WW Collection	$560,000	$426,000	$134,000	
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$426,000*	*$134,000*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
Master Lift Station and FM Evaluation Improvements scheduled for 2016/2017	WW Collection	$4,200,000	$273,000	$0	$964,000
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$273,000*	*$0*	*$964,000*
		SWC 50% Grant	*$0*	*$0*	*$0*
Annual CIP Sewer Replacement	WW Collection	$744,000	$173,000	$281,000	$290,000
		City Funding	*$173,000*	*$281,000*	*$290,000*
		SRF Loan	*$0*	*$0*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
Odor Control	WW Collection	$243,000	$50,000	$95,000	$98,000
		City Funding	*$50,000*	*$95,000*	*$98,000*
		SRF Loan	*$0*	*$0*	*$0*
		SWC 50% Grant	*$0*	*$0*	*$0*
	TOTALS	**$22,726,000**	**$2,773,000**	**$3,219,000**	**$3,879,000**
		City Funding	*$685,000*	*$776,000*	*$792,000*
		SRF Loan	*$1,670,500*	*$2,134,500*	*$3,087,000*
		SWC 50% Grant	*$417,500*	*$308,500*	*$0*

Exhibit 6

Mandan 2014-2016 CIP Funding Summary
Pending Facility Improvements

Project	Type	Estimated Cost	Projected Fiscal Cost 2014	2015	2016
WWTF Interim Optimization Expansion costs deferred to 2020	WW Treatment	$5,450,000	$37,000	$1,880,000	$1,937,000
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$37,000*	*$1,880,000*	*$1,937,000*
		SWC 50% Grant	*$0*	*$0*	*$0*
WTP Improvements Instrumentation and Control Updates	Water Plant	$3,178,000	$0	$0	$482,000
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$0*	*$0*	*$482,000*
		SWC 50% Grant	*$0*	*$0*	*$0*
New Intake	Water Plant	$18,135,000	$400,000	$400,000	$9,100,000
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$200,000*	*$200,000*	*$8,230,000*
		SWC 50% Grant	*$200,000*	*$200,000*	*$870,000*
	TOTALS	$23,585,000	$437,000	$2,280,000	$11,519,000
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$237,000*	*$2,080,000*	*$10,649,000*
		SWC 50% Grant	*$200,000*	*$200,000*	*$870,000*

12/11/2013

Mandan 2014-2016 CIP Funding Summary
Development Dependant Projects

Project	Type	Estimated Cost	Projected Fiscal Cost 2014	2015	2016
30" Sunset Transmission Line Replacement	Water Distribution	*$4,891,000*	*$850,000*	*$2,041,000*	*$2,000,000*
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$850,000*	*$2,041,000*	*$2,000,000*
		SWC 50% Grant	*$0*	*$0*	*$0*
Sunset to Collins Trunk Extension	WW Collection	*$710,000*	*$0*	*$180,000*	*$564,000*
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$0*	*$180,000*	*$564,000*
		SWC 50% Grant	*0*	*0*	*0*
North Annexation	WW Collection	*$4,110,000*	*$2,470,000*	*$1,640,000*	
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$2,470,000*	*$1,640,000*	*$0*
		SWC 50% Grant	*0*	*0*	*0*
	TOTALS	**$9,001,000**	**$3,320,000**	**$3,861,000**	**$2,564,000**
		City Funding	*$0*	*$0*	*$0*
		SRF Loan	*$3,320,000*	*$3,861,000*	*$2,564,000*
		SWC 50% Grant	*$0*	*$0*	*$0*

New Business No. 3

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
"WHERE THE WEST BEGINS"

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 12, 2013
SUBMITTING DEPARTMENT:	Administration
DEPARTMENT DIRECTOR:	Jim Neubauer, City Administrator
PRESENTER:	Jim Neubauer, City Administrator
SUBJECT:	Mandan New Water Intake & Water Treatment Plant Improvement Projects Grant Consideration

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STATEMENT/PURPOSE: Consider approval of cost share agreements with the State Water Commission and the City of Mandan for water treatment plant improvements.

BACKGROUND/ALTERNATIVES: We have been working with the ND Water Coalition, State Water Commission and Advanced Engineering prior to and throughout the 2013 Legislative Session to ensure funding would be available for projects such as this.

The State Water Commission has agreed to provide funding assistance for two water related projects:

1. New raw water intake that increases capacity from 12 to 18 million gallons per day. The intake may be located approximately 1 mile south of the existing water treatment plant. The existing intake is at the mercy of the Missouri River and is susceptible to debris and sandbar movement which limit the intakes ability to function and provide a consistent source of water. We have had to dredge debris and sand away from the intake in order to maintain adequate water flow into the treatment plant. During the flood of 2011 we had divers continuously at the plant clearing debris away from the intake. This project will assist with costs related to the investigation of a new intake structure. The most favorable location of a new intake structure is 1 mile south of the existing intake; however, there are several steps that must be undertaken to finalize the viability of that location. This project will assist in paying for engineering costs to further explore the logistics in locating a new raw water intake. Estimated cost for design and bid of project is $2,536,132, this grant is 50% or $1,270,000.
2. The second project involves improvements at the Water Treatment Plant to address current demand of the system during peak usage times. Improvements to the high service pump station and optimization of facility major components would be made.

Estimated cost for optimization project and early scope work on high service pump station project is $1,453,000, this grant is 50% or $726,000.

ATTACHMENTS: Contracts

FISCAL IMPACT: The project is on the Capital Improvement Project list and local funding would be through Drinking Water State Revolving Fund (DWSRF) and eventually paid for via future water base rates.

STAFF IMPACT: Time will be spent by the Director of Planning & Engineering Froseth, and Water Treatment Plant Superintendent Friesz.

LEGAL REVIEW: Attorney Brown has reviewed said contracts and finds no issues with them.

RECOMMENDATION: Recommend approval of the total grant funds of $1,996,000 and related contracts.

SUGGESTED MOTION: I move to approve the acceptance of State Water Commission grant funds of $1,996,000 and related contracts.

North Dakota State Water Commission
900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850
701-328-2750 • TTY 800-366-6888 • FAX 701-328-3696 • INTERNET: http://swc.nd.gov

November 27, 2013

Mr. Arlyn Van Beek, Mayor
City of Mandan
205 2nd Ave. N.W.
Mandan, ND 58554

RE: Mandan New Water Intake and Water Treatment Plant Improvements Projects

Dear Mr. Van Beek:

On October 7, 2013, the State Water Commission determined two projects were eligible for funding and approved the following grants for construction from the funds appropriated in the 2013-2015 biennium to the State Water Commission. The city of Mandan New Water Intake was approved for a grant of **50 percent** of eligible costs, not to exceed **$1,270,000**. The city of Mandan Water Treatment Plant Improvements were approved for a grant of **50 percent** of eligible costs, not to exceed **$726,000.** These approvals are subject to the following conditions:

1. The enclosed project specific agreements for the City of Mandan New Water Intake and the City of Mandan Water Treatment Plant Improvements must be signed, dated, and one copy returned. The agreement is necessary to proceed with State Water Commission funding.
2. Continued compliance with the program requirements.
3. Availability of funds.

State Water Commission will make grant payments to city of Mandan based on claim vouchers documenting the eligible actual costs. Also required is a copy of the certificate of insurance and all endorsements to State Water Commission.

If you have any questions, please call me at 328-4952.

Sincerely,

Jeffrey Mattern, P.E.
Engineer Manager

JNM:pdh/2050-MAN
cc: Ken Weber, AE2S

JACK DALRYMPLE, GOVERNOR
CHAIRMAN

TODD SANDO, P.E.
CHIEF ENGINEER AND SECRETARY

SWC Project No. 2050-MAN
Project Manager: JMattern
November 2013

Agreement for Cost-Share Reimbursement
City of Mandan New Water Intake

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and city of Mandan (Sponsor).

2. COMMISSION'S RESPONSIBILITY AND INTENT. Commission shall provide Sponsor with cost share, not to exceed $1,270,000, as approved by Commission on October 7, 2013, to reimburse 50% of the actual eligible costs incurred in Sponsor's New Water Intake Project (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

3. SPONSOR'S RESPONSIBILITIES. Sponsor shall:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project.
e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
f. Provide written certification to the Commission that the Project does not duplicate the service area or affect another water service provider's users.
g. Provide a water service agreement if the Project is located within extraterritorial jurisdiction.
h. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State shall not be responsible for maintaining a Project file.
i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

4. PROJECT DESCRIPTION AND LOCATION. The Project is for a new raw water intake that increases the capacity from 14 to 18 million gallons a day. The new intake will be located approximately one mile south of the existing water treatment plant, which is located by the Missouri River and 38th Street NW. The Project estimated cost is $2,536,132, which is considered eligible for cost share reimbursement at 50%.

5. ELIGIBLE COSTS. Commission shall have sole discretion to determine eligible costs and availability of Commission funds. Ineligible costs include: technical assistance and in-kind services; costs that are defrayed by non-local entities that reduce the cost of Project to Sponsor; administrative costs; financing costs; operation, maintenance, and repair costs; and acquisition of easement costs.

6. PAYMENT. Commission shall make partial payments upon receipt and approval of Sponsor's written request. Sponsor shall provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine

whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or drawings and associated reports.

7. **INDEMNIFICATION.** Sponsor shall require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless the State, from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's negligence or intentional misconduct. The legal defense provided by subcontractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Subcontractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation shall continue after the termination of this agreement.

8. **INSURANCE.** State and Sponsor each shall secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $250,000 per person and $500,000 per occurrence.

In addition, Sponsor shall require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
c. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
d. If subcontractor is domiciled outside the State of North Dakota, employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

a. Any deductible or other similar obligation under the policies shall be the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by the State.
b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
c. The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
d. The State shall be endorsed on the commercial general liability policy, including any excess policies, as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies.

e. The insurance required in this agreement, through a policy or endorsement, shall include:
   (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
   (2) A provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the Commission;
   (3) A provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
   (4) A provision that subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self- insurance, or self-retention maintained by the State shall be in excess of the subcontractor's insurance and shall not contribute with it;
   (5) Cross liability/severability of interest for all policies and endorsements;
   (6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
   (7) The insolvency or bankruptcy of the insured subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

f. The subcontractor shall furnish a certificate of insurance to the Commission prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.

g. Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

(4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.

(5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be brought in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOLIATION – NOTICE OF POTENTIAL CLAIMS. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. MERGER. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION
By: Todd Sando
TODD SANDO, P.E.
Chief Engineer and Secretary
Date: 11/26/13

CITY OF MANDAN
By: _____
ARLYN VAN BEEK
Mayor
Date: _____

SWC Project No. 2050-MAN
Project Manager: JMattern
November 2013

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City of Mandan New Water Intake

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c. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
d. If subcontractor is domiciled outside the State of North Dakota, employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

a. Any deductible or other similar obligation under the policies shall be the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by the State.
b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
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   (3) A provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
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   (5) Cross liability/severability of interest for all policies and endorsements;
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a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

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13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOLIATION – NOTICE OF POTENTIAL CLAIMS. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. MERGER. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION
By: Todd Sando
TODD SANDO, P.E.
Chief Engineer and Secretary
Date: 11/26/13

CITY OF MANDAN
By: _____
ARLYN VAN BEEK
Mayor
Date: _____

New Business No. 4i

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	~~December 12, 2013~~ Revised Dec. 17
SUBMITTING DEPARTMENT:	Business Development & Communications Department
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development & Communications Director
PRESENTER:	Ellen Huber, Business Development & Communications Director
SUBJECT:	RZ Committee Recommendation on Lease Application by Sweet Beginnings Bakery

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STATEMENT/PURPOSE: To consider a recommendation by the Renaissance Zone Committee regarding an application by Sweet Beginnings Bakery and We Ship & More for lease of 300 W Main Street, a building being rehabilitated as a Renaissance Zone project (#26).

BACKGROUND/ALTERNATIVES: The RZ Committee is meeting to consider the application on Monday, Dec. 16, at noon. Documentation of the recommendation will be made available that afternoon.

An application for rehabilitation of 300 W Main Street by Larry Goetzfridt was approved as an RZ project in December 2007, but the project has not been completed. It was approved prior to implementation of a requirement that projects commence within 1 year of approval and be completed within 2 years unless otherwise authorized. The RZ committee at a meeting earlier this fall voted to require completion of the project by Dec. 31, 2013. Mr. Goetzfridt is aware of this deadline and is committed to meeting it. He has a commitment for a lease of the primary commercial space in the building from Sweet Beginnings Bakery and We Ship & More.

Sweet Beginnings owner Tami Helmers plans to relocate her business from 411 W Main Street (the former beanery building owned by the City and leased to the Mandan Progress Organization) to the 300 W Main location. She'll be expanding from 300 square feet to 1,500 square feet for the bakery. She'll have added hours, more employees and a seating area.

Helmers is also purchasing the We Ship business and relocating it from 109 Collins Avenue NW and will also be increasing its size.

ATTACHMENTS: Sweet Beginnings/We Ship & More application

FISCAL IMPACT: The incentive for a RZ lease application is the 100% state income tax exemption for five years, thus there is no local impact.

Sweet Beginnings Bakery also is applying for the Retail and Restaurant Incentive Program. This application is to be reviewed by the Growth Fund Committee with a recommendation to be forwarded to the City Commission for final consideration.

STAFF IMPACT: Minimal

LEGAL REVIEW: The building has an automatic door installed as part of a previously completed storefront improvement project.

RECOMMENDATION: ~~A recommendation will be available following the Renaissance Zone Committee meeting to be held Monday, Dec. 16 beginning at noon~~. The Renaissance Zone Committee voted unanimously to recommend approval of the application by Sweet Beginnings Bakery and We Ship & More for lease of 300 W Main, a building being rehabilitated as a Renaissance Zone project, for the 100% five-year state income tax exemption. Contingencies are receipt of a certificate of good standing from the N.D. Tax Department and completion of the building rehab by building owner Larry Goetzfridt no later than the previously established deadline of Dec. 31, 2013.

SUGGESTED MOTION: I move to approve the application by Sweet Beginnings Bakery and We Ship & More for lease of 300 W Main Street as a Renaissance Zone project with the 100% five-year state income tax exemption and the contingencies as outlined.

New Business No. 4i

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 12, 2013
SUBMITTING DEPARTMENT:	Business Development & Communications Department
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development & Communications Director
PRESENTER:	Ellen Huber, Business Development & Communications Director
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Helmers is also purchasing the We Ship business and relocating it from 109 Collins Avenue NW and will also be increasing its size.

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STAFF IMPACT: Minimal

LEGAL REVIEW: The building has an automatic door installed as part of a previously completed storefront improvement project.

RECOMMENDATION: A recommendation will be available following the Renaissance Zone Committee meeting to be held Monday, Dec. 16 beginning at noon.

SUGGESTED MOTION: Forthcoming.

CITY OF MANDAN
"WHERE THE WEST BEGINS"

RENAISSANCE ZONE PROJECT APPLICATION

A Renaissance Zone project must be approved by the Mandan Renaissance Zone Committee, Mandan City Commission and the N.D. Commerce Department — Division of Community Services before the qualifying event occurs (purchase, rehabilitation, lease or new construction).Submit applications to the City of Mandan Business Development Office, 205 Second Avenue NW, Mandan, ND 58554, phone 701-667-3485.

APPLICANT INFORMATION

1. Type of project

   ☑ Commercial/Business
   ☐ Residential

2. Name of applicant(s)/or business name Sweet Beginnings / We Ship and More

   Tax identification or social security number (both for joint filers)

   45-3788347 / _____

   Legal name (if different than trade name) _____

   Type of entity (for commercial/ business applications)

   ☐ Partnership
   ☐ Corporation
   ☐ Subchapter S corporation
   ☐ Cooperative
   ☑ Sole proprietorship
   ☐ Limited liability company
   ☐ Limited liability partnership_

3. Mailing address 411 W. Main Street, Mandan ND 58554

4. Phone number 701-226-1783

5. E-mail address Sweet-Beginnings@outlook.com

PROJECT INFORMATION

6. Street address of proposed project 300 W. Main Street

7. Legal description _____

8. Current owner (if different than applicant) Larry Goetzfried

9. Current use of property vacant.

10. Parcel size (in square feet) _____

11. Building floor area (in square feet) 2700 sq feet.

12. Type of project

- ☐ New construction
- ☐ Purchase with improvements
- ☐ Rehabilitation
- ☐ Leasehold improvements
- ☑ Lease
  - ☑ New
  - ☐ Expansion – additional square footage _____
  - ☐ Continuation of a lease

  If a lease project, does it involve relocation of a business from one location in the city's Renaissance Zone to another location in the Renaissance Zone?
  - ☑ Yes
  - ☐ No

13. Project description (scope of work including breakout of capital improvements)
To Build out approx. 2500 sq feet

14. Current true and full value of the building _____

15. Total estimated cost of improvements (attach cost estimates) _____
Note: Any grant funds may not be counted in determining if the cost of improvements or rehabilitation meets or exceeds the minimum requirements.

16. Estimated value of building after improvements have been completed _____

17. Estimated property tax benefit (annually) _____ (five years) _____

18. Estimated state income tax benefit (annually) $900 (five years) $4,500

Is the entity subject to the financial institution tax (NDCC 57-35.3)?
- ☐ Yes
- ☐ No

19. Describe how the project benefits the community (Examples: Business created, expanded or retained, additional jobs created, additional products or services available, improved property, etc.)
By increasing the size of Sweet Beginnings, we will be able to provide more products to sell. Offer more employment opportunities. Also provide another niche store to compliment downtown Mandan. We will also be increasing size and space of the current We Ship business and combining them under one roof

20. Project timeline including anticipated start and completion dates.

90 days

21. Does this project involve historical preservation or renovation?
    - ☐ Yes
    - ☑ No

    For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A **letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.** Information for historical properties may be obtained by contacting the Historical Society at: (701) 328- 2666.

22. Evidence that the taxpayer is current on local and state taxes?
    - ☑ Yes
    - ☐ No

    Attach copy of certificate of Good Standing from the N.D. Tax Department and proof of payment of current real estate taxes such as a copy of a receipt from the Morton County Treasurer's Office.

23. For residential projects, please provide evidence that the home is the taxpayer's primary residence.

SUMMARY OF ATTACHMENTS

Documents to be submitted along with application:

- ☑ Certificate of Good Standing from N.D. Tax Commissioner Applied for
- ☐ Proof of payment of current real estate taxes
- ☐ Contractor(s) detailed cost estimate(s) — for improvements, rehab or new construction with capital improvements delineated as compared to non-capital improvements. Capital improvements include, but are not limited to, replacement or updating of roof, foundation, structure, siding, windows, doors or other weatherization improvements, electrical, plumbing, heating, ventilation or central air conditioning. Non-capital improvements are items such as floor coverings, wall treatments, cabinets, furnishings, and window treatments.
    - Rehabilitation
        - Commercial — must demonstrate that the proposed re-investment is at least 50 percent of the current and true value of the, of which not less than 80 percent will be used for capital improvements
        - Residential — must demonstrate that the proposed re-investment is at least 20 percent of the current and true value of the building, of which not less than 80 percent will be used for capital improvements and no more than 20 percent for detached out buildings
    - New construction — documentation that the proposed investment is at least $55 per square foot
- ☐ Current photo(s) of property showing all sides of any existing building(s) — for improvements, rehab
- ☐ Site plan — for new construction or expansion
- ☐ Proposed building elevations, with exterior building material and color clearly indicated — for improvements, rehab, new construction
- ☐ Proof of primary residence — for residential applications
- ☐ Proof of benefit from property tax exemption — for leasehold improvement applications
- ☐ Business Incentive Agreement (see SF 59686 (11/2010)

NOTICE OF ADDITIONAL LOCAL REQUIREMENT

Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever." Include an estimate for an automatic door at least for the main entrance if subject building or business space does not have one.

APPLICANT CERTIFICATION

Applicant certifies that, to the best of his or her knowledge and belief, the information contained in the application and attached hereto is true and correct.

Signature of applicant: Jami L. Helmers **Date:** 12-9-13

BUILDING OWNER CERTIFICATION — For lease-hold improvement projects only

I, as owner of the property at _____, which includes an approximate _____ square foot lease space addressed _____, grant permission to _____ (applicant) to make leasehold improvements to this space as a Renaissance Zone project. I understand and acknowledge that if there is any rehabilitation to the building at a future date that this space does not qualify as a Renaissance Zone project.

_____ _____

Building Owner Name – printed Building Owner Signature

_____

Date

FOR OFFICE USE ONLY

	Date	Recommendation
Review by Mandan Renaissance Zone Committee	_____	Approval or Denial
Review by City Commission	_____	Approval or Denial
Review by N.D. Commerce Department Division of Community Services	_____	Approval or Denial

Renaissance Zone Block _____ Renaissance Zone Project _____

Date of actual project completion _____

New Business No. 4ii

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	~~December 12, 2013~~ Revised Dec. 17, 2013
SUBMITTING DEPARTMENT:	Business Development & Communications Department
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development & Communications Director
PRESENTER:	Ellen Huber, Business Development & Communications Director
SUBJECT:	RZ Committee Appointment Recommendations

STATEMENT/PURPOSE: To consider candidates for appointment to three positions on the Renaissance Zone Committee for a three-year term from 2014 to 2016.

BACKGROUND/ALTERNATIVES: The RZ Committee is meeting to consider letters of interest and to conduct informal interviews on Monday, Dec. 16, at noon. Documentation of recommendations will be made available that afternoon.

Current committee members whose terms expire in 2013 are:

1) Darren Haugen of Starion Financial representing the financial services sector. Haugen is also a citizen of Mandan.
2) David Leingang, citizen and at-large representative.
3) Bob Vayda, citizen and at-large representative. Vayda also serves on the Mandan Architectural Review Commission.

All are completing their first term of serve and each previously expressed interest in continuing to serve on the Renaissance Zone Committee. The City Commission voted at its Oct. 1 meeting to invite letters of interest from those seeking re-appointment as well as any other interested persons. A news release announcing the positions was issued Nov. 22 with a Dec. 6 deadline for responses. Five letters were received. The two new candidates are:

1) Jeremy Bauer, citizen
2) Curtis Patzell, citizen

ATTACHMENTS: Letters of interest

FISCAL IMPACT: Not applicable

STAFF IMPACT: None

LEGAL REVIEW: Not applicable

RECOMMENDATION: ~~A recommendation will be available following the Renaissance Zone Committee meeting to be held Monday, Dec. 16 beginning at noon~~. The Renaissance Zone Committee voted 4-0 (with Darren Haugen abstaining) to recommend re-appointment of Darren Haugen to the committee as a representative of the financial sector. They voted 4-0 (with Bob Vayda abstaining) to recommend re-appointment of Bob Vayda and David Leingang as at-large representatives (Leingang was not available to attend the meeting).

Note: Pat Maddock submitted a resignation just prior to the meeting. He has been a representative of the real estate sector. His term does not expire until 2015. The committee will discuss possible committee reorganization and structure at a January meeting.

SUGGESTED MOTION: I move to re-appoint Darren Haugen to the Renaissance Zone Committee as a representative of the financial sector and Bob Vayda and David Leingang as at-large representatives.

New Business No. 4ii

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
"WHERE THE WEST BEGINS"

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 12, 2013
SUBMITTING DEPARTMENT:	Business Development & Communications Department
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development & Communications Director
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1) Jeremy Bauer, citizen
2) Curtis Patzell, citizen

ATTACHMENTS: Letter of interest

FISCAL IMPACT: Not applicable

STAFF IMPACT: None

LEGAL REVIEW: Not applicable

RECOMMENDATION: A recommendation will be available following the Renaissance Zone Committee meeting to be held Monday, Dec. 16 beginning at noon.

SUGGESTED MOTION: Forthcoming.

December 6, 2013

Mandan City Commission
205 Second Avenue NW
Mandan, ND 58554

To the Members of the Renaissance Zone Committee:

I would like to express my interest in applying for one of the three open seats on the Renaissance Zone Committee. I think that I am a strong candidate for this position for several reasons, below is a little about myself and what I may bring to this committee:

1: I have a great stake in our community as a resident of Mandan for 17 years and a parent of two children who currently attend Lewis and Clark Elementary. My wife, Cassie, was born and raised in Mandan and she's an active member on the Parent Teacher Organization at the school. I am also a volunteer coach for the Mandan Youth Football.

2: I am currently employed with Coco-Cola as an Account Manager and have been for two years, prior to that I was employed with Bobcat Co. With Bobcat I was in a leadership role, I have strong communication skills, verbally and via email. I've worked with a diverse group and handle myself diplomatically with professionals of all levels. I have a strong work ethic, loyal and dependable.

3: A driving factor in my interest in serving on the Board is to continue moving Mandan forward. I believe our community has come far but this is an exciting time in our history and I would like to assist in that continued movement.

I'd very much like to be part of the growth and I appreciate you taking the time to review my letter of intent. If you have any questions please call me at 391-5460. I hope that you will find me to be a worthwhile addition.

Thank you,

Jeremy Bauer
2701 11th Ave NW
Mandan, ND 58554
391-5460

December 6, 2013

Ellen Huber
Business Development Department
205 2nd Ave. NW
Mandan, ND 58554

RE: Mandan Renaissance Zone Committee Opening

Dear Ms. Huber,

I am pleased to Re-submit my name as a candidate for the open seat on the Mandan Renaissance Zone Committee. This is a great opportunity to serve the people and interests of the community I have called home for some 39 plus years.

The two years I have served on the Committee have been very rewarding and with so few meetings, I feel I am only getting warmed up into the process. I have the desire to serve and do my part in helping to continue making Mandan a great community.

My background consists of not only gaining an upbringing and education in Mandan, but also a career. Upon graduating from Mandan High School in 1988 I sought out higher education and graduated with a Bachelors of Science degree in Business Administration from Moorhead State University in Moorhead, MN. After a four year period of serving banks across North Dakota as the Insurance and Services Manager for the ND Bankers Association, I was recruited by Starion Financial, formerly First Southwest Bank, and have proudly served here in the Mandan office for over a decade as the SVP of Financial Services.

During my tenure in Mandan with Starion Financial, I have met many business leaders and have been involved in several community activities to include the Kiwanis Club, Mandan Hockey Club, Messiah Lutheran Church as Treasurer, Martin Luther School Development Committee, and numerous educational activities.

My wife Deb and I have both been raised in Mandan and now proudly raise our children here. My daughter is in the eighth grade and my son was part of the 2013 graduating class. We have much invested in our community and I would like nothing more than to give back by providing service to the Mandan Renaissance Zone Committee. Please accept this letter as my re-submission for the open seat to be filled.

Sincerely,

Darren J. Haugen
SVP, Financial Services
Starion Financial

David Leingang
600 5th Ave NW
Mandan, ND 58554

Date: 9 December 2013

Ellen Huber
Business Development Department
205 Second Avenue NW
Mandan, ND 58554

Mrs. Huber,

I have just completed one term with the Renaissance Zone Committee and I am interested in a second term also.

Having been a Mandan resident for 32 years, and living out of state for 18 years while serving in the United Sates Navy, I greatly appreciate Mandan's community atmosphere and grateful for this opportunity to assist in moving the city into the future. I also currently serve as a Library Trustee.

It has been an interest of mine to be active within city government and I would be honored to be allowed to continue as a member of the Renaissance Zone Committee. If you have any questions feel free to contact me at home (701) 667-8709 or cell (701)527-7416.

Sincerely,

David Leingang

Curtis Patzell

3905 EDGEWATER PL SE
Mandan ND 58554
C- (701)400-6637
H- (7010663-3545
Curtispat@aol.com

December 4, 2013

Jim Neubauer,
City Administrator
205 Second Avenue NW
Mandan, ND 58554
jneubauer@cityofmandan.com

Dear Mr. Neubauer,

I'm contacting you in regards to the Mandan City Board positions that are currently open and posted on the Mandan ND website.

I have spent the last 32 years in retail. The last 23 years as store manager of the Wal-Mart Store in Bismarck ND. I have recently retired from that position and am interested is using my knowledge and experience to provide guidance in other areas. As a resident of Mandan, I am interested in being involved in the city, and being part of the continued growth and development of the community.

During my time as Store manager, I have always been involved committees and groups, and I feel that it is important to give back to the communities that have provided for me over the years. In addition to my experience in retail and leadership, I also have a Bachelors degree in Business Administration from Kansas State University.

I am interested in the open positions on the **Growth Fund Committee** or the **Renaissance Zone Committee.** I believe that either of these committees would benefit from my experience and leadership.

Thank you for your consideration.
Best regards,

Curtis Patzell

Ellen Huber

From: RAVayda@aol.com
Sent: Tuesday, November 26, 2013 10:04 AM
To: Ellen Huber
Subject: Re-appointment to RZ Committee

November 26,2013

Ellen Huber
Business Development & Communications Director
City of Mandan

Re-appointment to Renaissance Zone Committee

I wish to apply for a second term to this committee. I am a Mandan resident who enjoys community involvement and has the time and energy to devote to this position.

Truly yours

Robert (Bob) Vayda

New Business No. 5

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 11, 2013
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, Principal Planner
SUBJECT:	Acting as Board of Adjustment, consider for approval the request to rezone Meadows 6th Addition from R7 Single Family Residential to RMH Residential Mobile Home Subdivision

STATEMENT/PURPOSE: To consider for approval the request to rezone Meadows 6th Addition from R7 Single Family Residential to RMH Residential Mobile Home Subdivision. The Planning & Zoning Commission voted unanimously at their November 25, 2013 meeting to recommend denial of the rezoning request. The Applicant has requested that the Board of Adjustment review this request and render a favorable decision.

BACKGROUND/ALTERNATIVES: Mitzel Builders, Inc. filed a request to rezone the Meadows 6th Addition from R7 to RMH. The property is located on 34th Ave. NW between 45th St. NW and 48th St. NW.

R7 allows manufactured homes but requires that a solid perimeter wall be built. RMH allows the use of skirting. There is a cost savings with skirting.

The area is a mix of manufactured homes and site built homes. The area has a history of drainage problems. State rules and building code requirements would address any drainage issues related to the siting of manufactured homes.

Several neighbors appeared at the Planning and Zoning Commission meeting to voice objections to the proposed rezoning. The applicant was not in attendance at the meeting.

ATTACHMENTS:

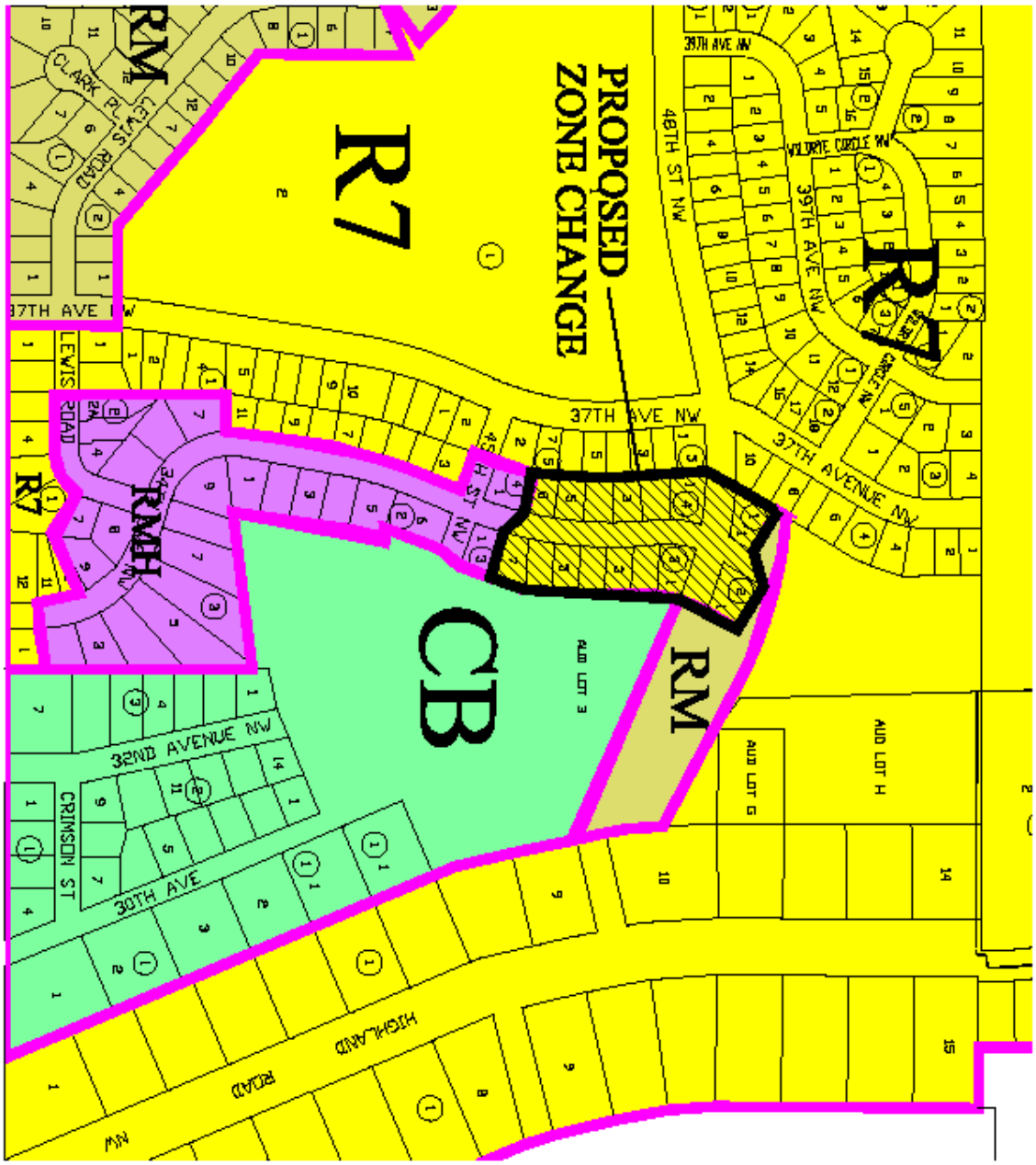
1. Vicinity Map
2. P & Z Staff Report
3. P & Z Minutes

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: The Engineering and Planning Office recommends that the recommendation of the Planning and Zoning Commission be affirmed.


PROPOSED
ZONE CHANGE
R7
CB
RM
RMH
37TH AVE NW
39TH AVE NW
48TH ST NW
39TH AVENUE NW
32ND AVENUE NW
30TH AVE
CRIMSON ST
LEWIS ROAD
CLARK RD
HIGHLAND ROAD
AUD LOT 3
AUD LOT G
AUD LOT H

Mandan Planning and Zoning Commission Agenda Item
For Meeting on November 25, 2013
Mandan Engineering and Planning Office Report

Rezoning of Meadows 6th Addition

Requested Action

Rezone area from standard residential zone to zone that will allow all manufactured or modular housing construction options

Applicant	Owner	Subdivision	Legal Description
Mitzel Builders, Inc.	Mitzel Builders, Inc.	Meadows 6th Addition	Meadows 6th Addition

Location	Proposed Land Use	Parcel Size	Number of Lots
34th Ave. NW between 45th St. NW & 48th St. NW	Manufactured home residential	5 acres	15 lots

Existing Land Use	Adjacent Land Uses	Current Zoning	Proposed Zoning	Adjacent Zoning
vacant	Agriculture & residential	R-7	RMH	CB, R-7, RM & RMH

Fees	Date Paid	Adjacent Property Notification Sent	Legal Notices Published
$250	11/1/2013	11/14/2013	11/15 & 11/22

Agency & Staff Comments

USPS No Comments	**NDDOT** No Comments
Morton County Assessor/Recorder/Auditor No Comments	**Morton County Emergency Management** No Comments
Morton County Engineer No Comments	**Morton County Planning** No Comments
Mor-gran-sou No Comments	**Montana Dakota Utilities** No Comments
Mandan Public School District No Comments	**Park District** No Comments
MPO No Comments	**Fire Department** Does not see a need for expansion of RMH zoning. This was put in place at a time when the economy was poor and there was little construction activity. Not sure it is needed now.
Building & Assessing Requiring permanent foundation wall adds about $10,000 to the price.	**Police Department** No Comments
Water Concern was expressed over location of water meter in this type of housing unit.	**Wastewater** Area has drainage issues because it is relatively flat. Skirting would allow water under unit where solid wall would not.
Streets No Comments	**Solid Waste** No Comments

Engineering & Planning

There are concerns about allowing skirting rather than a permanent foundation wall due to the potential for drainage getting under a unit and causing mold or other problems. The current zoning allows for manufactured homes but requires a permanent foundation wall. This does increase the cost of the home when compared to installing skirting. There are both manufactured houses and two story site built houses in the area.

Engineering & Planning Recommendation

Because of the drainage issues, staff is not recommending this rezoning unless steps are taken to mitigate

the potential for standing water under a unit.
Proposed Motion Based on concerns for drainage, move to recommend to the City Commission that they deny the rezoning request unless conditions are placed on the rezoning related to lot grading to have positive drainage away from structures.

4. A request from Mitzel Builders for a change in zoning. The request is to change the zoning of Meadows 6th Addition in Section 8, Township 139N, Range 81W from R7 (Single-Family Residential) to RMH (Residential Mobile Home Subdivision). The property is located on 34th Avenue NW between 45th Street NW & 48th Street NW.

Justin Froseth, Engineering & Planning Director, identifies and describes the area. The request would allow for modular homes on privately owned lots and not a mobile home park. The property directly south is currently zoned RHM. At the pre-planning review meeting, public works said they have seen some of these similar types of homes placed low on lots causing water to collect underneath. The homes would not have permanent foundation walls, which are not required for RHM. The planning office does not recommend approval unless there is a provision that the homes would be raised to an undetermined level to prevent water issues. The R7 zoning already allows modular homes with a permanent foundation. The developer is not present.

Ron Webb, 4706 37th Avenue NW, "I am not in favor of it. There's a lot of water up there. I live right across the street from where their building the new school. They got a huge collection pond right in front of my house. Collects water that runs off from the school building. I have water problems, sump pump problems and all of my neighbors on 37th do as well starting from 48th all the way down through the middle there and all the way to the top street. The roads there have been redone because of water problems. The road completely gave way so they had to fix that. You were talking about water problems; yeah there is big water problems up there, really big. That's the first thing. Second thing is, they are building a lot of new homes towards I think that would be the northeast part and they built several new home up there. I would say guessing maybe twenty, twenty-five new homes. It looks like to me they have all been sold. It looks like to me that there's a lot of demand for R7 homes. There's a lot of young people that are moving in where I live up there too, buying those homes. Mostly for the school. I'm sure that's another thing they like to have up there because of the school. I think if left for single dwelling homes, R7, and remained it that way, I'm sure these houses would be built. The water problem would be taken by each individual when the home's built and you wouldn't have to have any problems at all by going that way. If you went the other way, I think you'd have a lot of water problems and more drainage problems than anything else. My opinion, I think you should stay with R7 zoning."

Kayla Reddig, 3506 45th Street NW, "I recently purchased my home understanding that it was zoned for single family homes behind my house and when my home appraised, it actually stated on the appraisal it appraised lower than expected due to the current modular homes in the area. The street that's lined …so one side of the street is single family and the other side is modular, so my concern is resale value. The huge expansion of building…I mean it's a really marketable area of Mandan. So I think that currently a lot of families want to live in Bismarck for different reasons, but I feel that the building in this area …I mean I convinced my friends to look at homes in this area because of the opportunity and it's new and there's a new school coming, so I feel that if you zone this

for modular trailers it's really going to decrease all the good that has been put into that area."

Steve Mott, 5015 37th Avenue NW, "I think last time I was here we were discussing the addition being opened up behind this area here. It was approved by this board at that point in time on the basis that it would be R7 homes as one of the neighbor just mentioned property values. Property values are a big thing for us. When one owns a home you're trying to increase the value of your home. You want to be able to show off your home. Well quite frankly, there's a lot of mobile homes or modular homes on this street, on 34th Avenue, that are kept up well. The developer's not here to represent himself this evening. The board approved this going into an R7. Keep it R7. It makes sense. You got a brand new school that is how much? How much money does that school costing the city? I hope one of my kids get to go there. But the bottom line here is that you've got a lot of drainage issues (*inaudible)* I got a neighbor of mine over here, if you go out his back yard, I mean the back yard is like this. No kidding, run off the back of his fence from his back yard, it goes down like this. There's another neighbor over here as well that lives just shortly further up north and one of his neighbors as well. Bottom line here is there's going to be a lot of drainage issues on that side. There's a school pond on the other side by the school. It's huge. Even now you can go down the street and see sump pumps draining water out onto the street. So, the bottom line here is that it's got lots of issues up there that have…putting a modular home there even with a foundation ..first off it's still not going to do anything for the value of the homes in the neighborhood except bring them down. So if the purpose of the board is to look out for the best interests of the city, as well of its residents, my personal opinion, don't let this ever change. It's not worth it. If you guys haven't been out to see the drop offs behind the houses, you really should just get in the car and go for a drive. It was a dust bowl when they were doing it this past summer and…its rolling hills. As you're coming across the subdivision there where the street comes across, east west, you're going to go down into a gulley there and then come back over. You're going to have lots of drainage issues there. Whatever is there sitting on the corner of lot 1, I think it's 45th Street, mentioned it as well as we were talking about last year the planning for that subdivision, for that to be opened up. He's going to have serious issues with water drainage. He has the hill coming right back down on his back yard."

Derek Zander, 5012 37th Avenue NW, "I would just like to agree with Steve and the other people that… I would like to reject this rezone for the basis of: 1. Property values. I contacted a local realtor who's been in the area for over twenty years and she also said that there's a high potential for decrease in property value if modular homes are placed behind continuing up the street. She said that her appraisal already had a ding on it for having modular homes nearby. Just watching the growth up there I would disagree with the statement that to change it for marketing purposes. Based on how housing's built up there I think that there's probably a different reason other than marketing them because that area has been growing quite fast."

Commissioner Leingang motions to deny the zone change. Commissioner Laber seconds. Upon vote, the motion passes unanimously.

New Business No. 6

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 11, 2013
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth
PRESENTER:	Robert Decker, Principal Planner
SUBJECT:	Consider for approval an agreement with Morton County for administration of zoning and subdivision regulations in the Extraterritorial Zone

STATEMENT/PURPOSE: Consider for approval an agreement with Morton County for administration of zoning and subdivision regulations in the Extraterritorial Zone.

BACKGROUND/ALTERNATIVES: In 2009, the Century Code amended the process for administering an extraterritorial zone (NDCC 40-47-01.1). The outer half of the area previously defined as within the extraterritorial area was redefined as "joint" jurisdiction between the county and city. For us that means the area between one mile and two miles from the City boundary. A process was established for negotiating zoning and subdivision actions within this area. The process set out in the Century Code was quite elaborate and appeared to be set up in case the various entities had difficulties agreeing on how to administer the extraterritorial zone.

The NDCC amendments allowed jurisdictions to draft their own agreements that would supersede the formal process. Bismarck and Burleigh County have executed such an agreement.

Staff has been working with Daniel Nairn, Morton County Director of Planning and Zoning, to draft an agreement as to how the Extraterritorial Zone will be administered.

Before you is an agreement and map that provides a framework for how the County and the City will deal with development in the Extraterritorial Zone. The attached agreement and map establish boundaries for zoning, subdivision, building code permitting, floodplain administration, stormwater management and code enforcement. The agreement also establishes procedures for roadway dedications and E911 addressing. The extraterritorial agreement would take effect March 1, 2014.

The map generally follows the one mile boundary for City administration. However where parcels straddle the line, the total parcel was either included or excluded depending on what percentage of the parcel was within the one mile zone. Provisions have been

made in the agreement to allow updates to the map as annexations occur. Most of the area in the two mile zone is active agriculture with no demand for city services at this time.

Mr. Nairn presented this agreement and map to the Morton County Planning and Zoning Commission on November 21, 2013 and they recommended moving forward with the agreement. Mr. Nair presented the agreement and map to the Morton County Board of Commissioners on December 10, 2013 and they approved it.

The city Planning and Zoning Commission voted unanimously on November 25, 2013 to recommend that you approve this agreement and map.

ATTACHMENTS:

1. Agreement
2. Map

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION: The Engineering and Planning Office recommends approval.

PROPOSED MOTION: Based on the need to formalize the process for dealing with development in the extraterritorial zone, move to approve the agreement and map with Morton County as presented.

CITY OF MANDAN & MORTON COUNTY
EXTRATERRITORIAL JURISDICTION AGREEMENT

AGREEMENT between THE CITY OF MANDAN, a Municipal Corporation, hereinafter referred to as "Mandan", and MORTON COUNTY, hereinafter referred to as "Morton".

WHEREAS, Sections 11-33-01, 11-33.2-02, 40-47-01.1, and 40-48-18, of the North Dakota Century Code provide for the jurisdiction of Mandan and Morton over the zoning and subdividing of land and generally provide that Mandan would have sole extraterritorial authority within one mile of its corporate limits in any direction, and that Mandan and Morton would have joint jurisdiction within the area from one mile and two miles of Mandan's corporate limits in any direction, and

WHEREAS, Mandan and Morton wish to modify the extraterritorial boundary between the two political subdivisions, and

WHEREAS, Section 40-47-01.1 of the North Dakota Century Code provides that the two political subdivisions may control their authority pursuant to a written agreement and that Mandan and Morton have reached such agreement,

NOW, THEREFORE, IT IS AGREED between Mandan and Morton that the sole extraterritorial zoning, subdivision, building code permitting, stormwater management, and code enforcement jurisdiction of Mandan and the area of sole zoning, subdivision, building code permitting, stormwater management, and code enforcement jurisdiction of Morton shall be as shown in Exhibit "A" attached hereto and by reference made a part of hereof.

IT IS FURTHER AGREED between Mandan and Morton that proposed subdivision plats that are located within Mandan's extraterritorial jurisdiction will be forwarded to the Morton Board of County Commissioners for the purpose of procuring approval of roadway dedications, and that approach permits from the County Engineer for all new approaches onto county-dedicated roadway will remain a requirement before any building permits are issued.

IT IS FURTHER AGREED that for all E911 addresses granted by either Mandan or Morton within two (2) miles of the corporate limits of the City of Mandan, the addressing guidelines established by the City of Mandan shall be followed.

IT IS FURTHER AGREED that floodplain management for all areas within Morton and Mandan will continue to be the responsibility of the applicable water resource district.

IT IS FURTHER AGREED that the terms of the agreement shall go into effect on March 1, 2014 for a period of two years. The agreement shall automatically renew for successive two year terms.

IT IS FURTHER AGREED that this agreement may be cancelled by either party upon at least a six month written notice, or may be amended at any time upon written agreement of both parties.

IT IS FURTHER AGREED that periodically during the term of this agreement, as annexations occur that affect the extraterritorial boundary, the map will be updated by resolutions passed by the governing bodies of both jurisdictions.

IT IS FURTHER AGREED that Morton will notify by mail all property owners for whom jurisdiction will change as a result of this agreement at least one month before the agreement goes into effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

BY: _____
Mayor, City of Mandan

ATTEST: _____
Administrator, City of Mandan

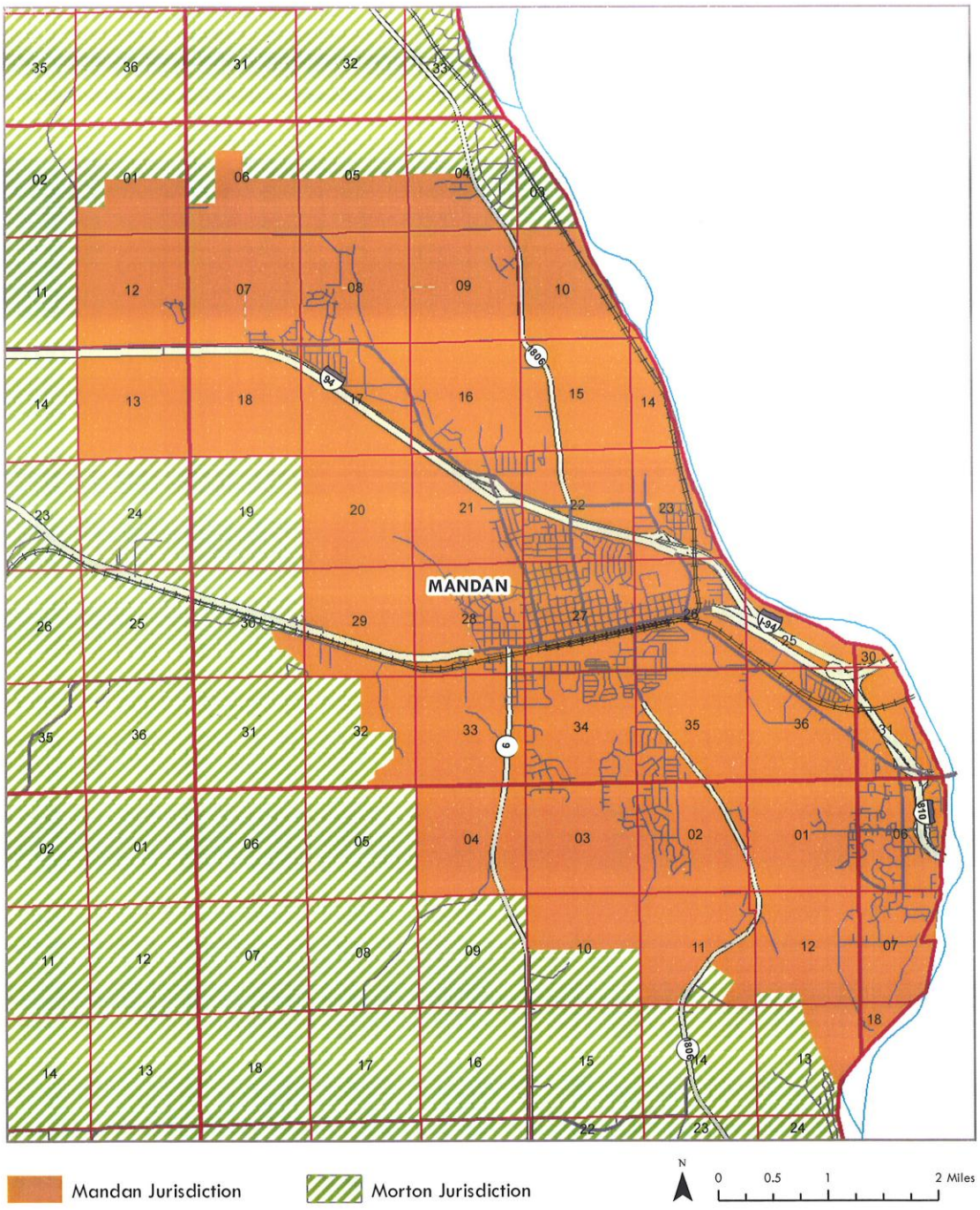
DATE: _____

BY: _____
Chair, Morton County Board of Commissioners

ATTEST: _____
Auditor, Morton County

DATE: _____

Exhibit "A" : Zoning Jurisdiction for the City of Mandan and Morton County 12/10/2013



New Business No. 7

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 10, 2013
SUBMITTING DEPARTMENT:	Assessing/Bldg Inspections
DEPARTMENT DIRECTOR:	Doug Lalim, Building Official
PRESENTER:	Robert Vayda, President of MARC
SUBJECT:	Recommendations of Miles Mehlhoff and Paul Breiner to MARC

STATEMENT/PURPOSE: To consider the recommendations of Miles Mehlhoff and Paul Breiner to the Mandan Architectural Review Commission (MARC) for three year terms each, commencing as of January 1, 2014.

BACKGROUND/ALTERNATIVES: The Mandan Architectural Review Commission (MARC) consists of nine members who are Robert Vayda, Rick Zander, Jerome Gangl, Leonard Bullinger, Jason Krebsbach, Doug Lalim, Kim Fettig, and Steve Nardello. There are currently two positions up for appointment. In order to solicit interested parties, announcements were placed in the Mandan News and The Bismarck Tribune in November 2013 and also posted on the City of Mandan's website.

Four letters of interest were received. The Mandan Architectural Review Commission (MARC) interviewed all four applicants. The names of the four applicants were Jim Mellmer, Miles Mehlhoff, Paul Breiner, and Lynne Thomsen.

ATTACHMENTS: Letters of interest from applicants.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval of the recommended applicants, Miles Mehlhoff and Paul Breiner, to MARC.

SUGGESTED MOTION: We, the Mandan Architectural Review Commission (MARC), recommend approval of the appointments of Miles Mehlhoff and Paul Breiner for three-year terms commencing as of January 1, 2013.

October 25, 2013

Building Inspection and Assessing Department
City of Mandan
205 Second Avenue N.W.
Mandan, ND 58554
Attn: Rachel Hastings

Re: Mandan Architectural Review Commission

I am interested in one of the open positions on the MARC. I am a lifelong Mandan resident who enjoys community involvement and I believe that serving the City of Mandan on the MARC would be an exciting and rewarding opportunity. I have always had a love for architecture as evidenced by Architectural Drafting and Estimating degree from the North Dakota State College of Science. As a young child I would spend hours looking at architectural magazines and books full of home plans, some of which I still have today, 30 years later.

Professionally, I am currently a drafter in the Transportation group at MFRA, Inc., which is a Minnesota based engineering firm which just opened an office here in Mandan. I am also a member of the Mandan Planning and Zoning commission as well as an individual member of the Mandan Progress Organization.

I am very fond of the revitalization of Mandan's downtown and excited for Mandan's continued growth and would welcome being a part of this commission.

Respectfully Submitted,

Miles Mehlhoff

Miles C. Mehlhoff

From: Paul Breiner Fax: To: Fax: +1 (701) 667-3223 Page 2 of 2 11/29/2013 12:31

November 29, 2013

Rachel Hastings
Building Inspection & Assessing Department
205 Second Avenue NW
Mandan, ND 58554

RE: Mandan Architectural Review Commission Positions

Dear Ms. Hastings

I would like to express my interest in serving on the Mandan Architectural Review Commission.

I am the Owner and Principal Architect of Matrix Design. Matrix Design is an architecture and interior design firm serving both commercial and residential clients in the Mandan-Bismarck area and throughout the state of North Dakota. We are located at 400 West Main Street in Mandan.

As an architect, I spend a great deal of time thinking about buildings. At one level, a building serves a specific function. However, a building is so much more than just a walls and a roof. They also tell a story. They tell us something about who we are both as an individual owner and as a community in general.

Right now there is great potential for the City. Growth has been incredible over the last few years and appears that this growth will continue for the foreseeable future. The buildings that are being built and remodeled during this time are going to be here for generations to come. What are these buildings going to tell those generations?

This is why I am interested in serving on the Architectural Review Commission. I would like to have the story be that we care about our town and that we took the time to ensure that what left behind something worth remembering.

If you have any questions for me, please contact me at (701) or

Thank you for your consideration.

Sincerely,

Paul A. Breiner, AIA
Matrix Design

TrueNorth Steel

2522 Memorial Hwy., Mandan, ND 58554
P: [redacted] | F: [redacted]
AISC & CWB Certified

4401 Main Ave., Fargo, ND 58107
P: [redacted] | F: [redacted]
www.TrueNorthSteel.com

3272 Lien St, Rapid City, SD 57709
P: [redacted] | F: [redacted]
AISC Certified

November 19 2013

Ms. Rachel Hastings
Building Inspection Dept.

I would like to apply for the three year term of Mandan Architectural Review Commission (MARC). I started working for Mandan Steel Fabricators in 1975 and currently still working in the steel business for TrueNorth Steel as an Sales/Estimator. My long term employment with the steel company has given me a wide prospective as to how buildings are constructed starting with excavating and foundations up to the finish product.

Dealing with the people in the construction industries for so many years I have got to know past and present contractors and how they construct things. In the past 38 years in Mandan I have seen our community grow from a bedroom community to a thriving city we should be all proud of. It would be exciting for me to be part of the next three years to better our city. My wife and I have owned three homes in Mandan and been involved in many school, church and community projects. We had two children grow up in the Mandan School system and we are planning to stay in the Mandan community.
Thank you for the consideration,

Jim Mellmer
TrueNorth Steel
Direct #

Lynne Thomsen

Mandan, ND 58554

November 26, 2013

Rachel Hastings
Building Inspection and Assessing Department
205 Second Avenue NW
Mandan, ND 58554

Dear Ms. Hastings,

I am writing to express my interest in serving on the Mandan Architectural Review Committee.

I live in Mandan with my husband Dan and daughters Ellie and Lilly, who are first graders at Lewis and Clark Elementary School.

I have a Bachelors of Civil Engineering from the University of Minnesota and am a licensed Engineer in the States of North Dakota, Montana, Minnesota, and Wyoming. I work in Mandan at Keitu Engineers & Consultants, Inc. as a project engineer.

I am interested in serving on the Committee because I would like to contribute to the well being of my community. Serving on the Committee would allow me to utilize some of my engineering expertise and prior work experience in land development to accomplish this. Also, because the meetings are during the day, the commitment would not take away too much time from my family.

I hope that you will consider my interest and I thank you for your time.

Sincerely,

Lynne Thomsen, PE

Greg Welch RESOLUTIONS #1

From: Steven Vogelpohl <slv@slvlaw.net>
Sent: Wednesday, December 11, 2013 3:22 PM
To: Greg Welch
Cc: Brown, Malcolm H.
Subject: Resolutions for December 17 - Refunding Improvement Bonds of 2013, Series C
Attachments: Financing Resolution.pdf; Resolution Authorizing Issuance.pdf

Greg,

Attached are two resolutions for adoption by the City Commission on December 17 in the order listed, as follows:

1. Financing Resolution (re Warrants); and

2. Resolution Authorizing Issuance of $4,015,000 Refunding Improvement Bonds of 2013, Series C.

Thank you for your assistance and please contact me if you've any questions.

Steve

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

FINANCING RESOLUTION

$98,979.92
WATER AND SEWER IMPROVEMENT DISTRICT NO. 57
$381,456.49
WATER AND SEWER IMPROVEMENT DISTRICT NO. 60
$73,685.64
STREET IMPROVEMENT DISTRICT NO. 158
$428,526.17
STREET IMPROVEMENT DISTRICT NO. 159
$109,440.34
STREET IMPROVEMENT DISTRICT NO. 162
$555,480.93
STREET IMPROVEMENT DISTRICT NO. 167
$449,668.13
STREET IMPROVEMENT DISTRICT NO. 168
$277,671.87
STREET IMPROVEMENT DISTRICT NO. 169
$750,675.73
STREET IMPROVEMENT DISTRICT NO. 170
$373,664.84
STREET IMPROVEMENT DISTRICT NO. 171
$515,749.94
STREET IMPROVEMENT DISTRICT NO. 173
DEFINITIVE IMPROVEMENT WARRANTS

RECITALS

The City of Mandan, North Dakota (the "City"), a political subdivision and municipal corporation of the State of North Dakota, incorporated under the provisions of Title 40 (Municipal Government) of the North Dakota Century Code (the "NDCC"), with full power and authority to cause improvement districts to be created and improvements to be made therein and assess the costs of the improvements against benefited property and incur debt for the payment of the cost of such improvements recites that by resolution or ordinance, the City:

1. Created Water and Sewer Improvement District No. 57 ("District No. 57") on March 16, 2010, Water and Sewer Improvement District No. 60

("District No. 60") on November 6, 2012, Street Improvement District No. 158 ("District No. 158") on April 6, 2010, Street Improvement District No. 159 ("District No. 159") on August 4, 2009, Street Improvement District No. 162 ("District No. 162") on April 6, 2010, Street Improvement District No. 167 ("District No. 167") on March 20, 2012, Street Improvement District No. 168 ("District No. 168") on March 20, 2012, Street Improvement District No. 169 ("District No. 169") on April 3, 2012, Street Improvement District No. 170 ("District No. 170") on May 15, 2012, Street Improvement District No. 171 ("District No. 171") on June 19, 2012 and Street Improvement District No. 173 ("District No. 173") on August 21, 2012 (hereinafter, together, the "Districts"). In the judgment of the governing body, after consultation with the engineer planning the improvements, the Districts are of a size and form as to include all properties which will be benefited by construction of the respective improvements therein;

2. Deemed it necessary to make the improvements authorized by law within the Districts and directed the engineer therefor to prepare reports as to the general nature, purpose and feasibility of the proposed improvements and estimates of the probable costs of the improvements;

3. After receiving, approving and ordering the engineer's reports filed, directed the engineer to prepare detailed plans and specifications for construction of the improvements;

4. Approved the detailed plans and specifications for construction of the improvements, thereby establishing any necessary grades, and directed a copy of the plans, specifications and estimates be filed in the office of the City Administrator;

5. With respect to District No. 158, District No. 159 and District No. 162, caused to be adopted and published resolutions of necessity including maps of the City, or such portions of the City as necessary to clearly identify said Districts, showing said proposed improvement Districts and referring intelligibly to the engineer's reports and published the resolutions of necessity once each week for two consecutive weeks in the official newspaper of the City and after the expiration of the time for filing protests determined the protests, if any, to be insufficient there not having been filed protests containing the names of the owners of a majority of the area of the property included within each of said Districts or the names of the owners of a majority of any separate property area included within each of said Districts;

6. With respect to District No. 57 and District No. 60, determined that resolutions of necessity were not required as the improvements constitute water or sewer improvements as described in subsection 1 of NDCC Section 40-22-01;

7. With respect to District No. 167, District No. 168, District No. 169, District No. 170, District No. 171 and District No. 173, determined that resolutions of necessity were not required as written petitions for each of the respective improvements received by the City were signed by the owners of a majority of the area of the property included within each respective District;

8. With respect to the Districts, entered into contracts for construction of the improvements in accordance with law; and

9. Performed all other acts required of the governing body by the constitution and laws of the State of North Dakota prerequisite to the issuance and sale of improvement warrants for the purpose of providing money to pay for the cost of the improvements in the manner required of the City by law with full power and authority conferred on it as a political subdivision of the State of North Dakota and does hereby ratify, confirm and adopt all acts performed, resolutions, motions or ordinances passed or adopted and publications had in and incidental to the construction and financing of the improvements in the Districts whether or not reflected on the official minutes and records of the City.

BE IT RESOLVED:

CONDITIONS AND AGREEMENTS

1. The Definitive Improvement Warrants (the "Warrants" or individually, the "Warrant") authorized to be issued by the terms of this Resolution are issued for the purpose of defraying the cost of the improvements un-defrayed and are issued pursuant to the terms and provisions of NDCC Section 40-24-19, as amended.

2. The total cost of the improvements for each of the respective Districts, including construction, engineering, administrative, any land or easement acquisition required, and other fees and all other expenses incidental to the completion of the improvements, are estimated to be not less than as follows:

District	Estimated Cost
District No. 57	$ 98,979.92
District No. 60	381,456.49
District No. 158	73,685.64
District No. 159	428,526.17
District No. 162	109,440.34
District No. 167	555,480.93
District No. 168	449,668.13
District No. 169	277,671.87
District 170	750,675.73
District 171	373,664.84
District 173	515,749.94

3. The City has performed all statutorily required procedures preliminary to the issuance of the Warrants and asserts that as a condition of issuance, all required acts, conditions and things prerequisite to issue do exist and have been performed by the governing body which is legally constituted and empowered to bind the City.

4. All monies required to be deposited in the Principal and Interest Accounts of the Funds referenced by this Resolution and any other monies from whatever source dedicated to the retirement of the warrants payable from the Funds are hereby dedicated and appropriated to the payment of outstanding principal and interest on the respective Warrants properly chargeable against the Funds when due and payable.

5. All monies required to be deposited in the Construction Accounts of the Funds created by this Resolution are hereby dedicated and appropriated to the payment when due and payable of the construction cost of the improvements related thereto and all administrative costs and fees incident to the construction and the issuance of the respective Warrants on the Funds, and to the reimbursement of the City for funds advanced from other sources for such purposes.

6. Expenditure of monies from the Funds shall be made and accounted for by the officers of the City empowered to expend and required to account for City general funds.

7. Whenever all special assessments and any other revenues or taxes appropriated and theretofore collected for any special improvement are insufficient to pay principal or interest then due on the Warrant issued against such improvement's respective Fund, the City will levy a tax upon all taxable property in the City for the payment of such deficiency.

If a deficiency is likely to occur within one year in any such Fund the governing body, in its discretion, may levy a general tax upon all the taxable property in the City.

8. Special assessments have or will be certified to the Special Assessment Commission for spreading against benefited property of the Districts. The City agrees to take whatever action is necessary to cause a final levy to be made against benefited property of each of the Districts in an amount not less than the total cost of the respective improvement therein. The City will cause the installments of special assessments as finally confirmed by the City to be annually certified to the County Auditor for collection with the general taxes chargeable against the property in the Districts. The City will continue to cause annual certification of balances of special assessments unpaid for the Districts to be certified for repayment over a period of years, subject to a reduction or extension of such period of time as may be deemed necessary by the City due to collection of assessments, with the first certification and for first collection in the years, respectively, as follows, and annually thereafter:

District	Repayment Period (Years)	Year Of First Certification	Year Of First Collection
District No. 57	15	2013	2014
District No. 60	15	2013	2014
District No. 158	15	2013	2014
District No. 159	15	2013	2014
District No. 162	15	2013	2014
District No. 167	15	2013	2014
District No. 168	15	2013	2014
District No. 169	15	2013	2014
District No. 170	15	2013	2014
District No. 171	15	2013	2014
District No. 173	15	2013	2014

9. The City authorizes officers of the City and Morton County to furnish certified copies of all proceedings had with regard to the issuance of the Warrants on the Funds by the governing body of the City. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Warrants, the tax-exempt status of interest payable thereon, the absence of litigation materially affecting the issuance of the Warrants and any other certifications or information

reasonably necessary to insure marketability and compliance with the conditions of underwriting.

10. The City covenants that (i) it will restrict the use of the proceeds of the Warrants in such manner and to such extent as may be necessary, in view of the City's reasonable expectations at the time of issuance of the Warrants, so that the Warrants will not constitute "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986 and regulations prescribed under such Section, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Warrants) so that the interest on the Warrants will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

11. The Warrants issued on the Funds may be exchanged for Refunding Improvement Bonds of 2013, Series C, in principal amounts aggregating the total principal balance due on the Warrants at the time of such exchange, at the option of the registered owner of the Warrants.

IMPROVEMENT DISTRICT FUNDS

There is hereby created Water and Sewer Improvement District No. 57 Fund ("District No. 57 Fund"), Water and Sewer Improvement District No. 60 Fund ("District No. 60 Fund"), Street Improvement District No. 158 Fund ("District No. 158 Fund"), Street Improvement District No. 159 Fund ("District No. 159 Fund"), Street Improvement District No. 162 Fund ("District No. 162 Fund"), Street Improvement District No. 167 Fund ("District No. 167 Fund"), Street Improvement District No. 168 Fund ("District No. 168 Fund"), Street Improvement District No. 169 Fund ("District No. 169 Fund"), Street Improvement District No. 170 Fund ("District No. 170 Fund"), Street Improvement District No. 171 Fund ("District No. 171 Fund") and Street Improvement District No. 173 Fund ("District No. 173 Fund") which are the funds upon which the Warrants are drawn and payable as provided herein and which have been hereinbefore and are hereinafter referred to together as the "Funds" or individually, the "Fund".

Each of the Funds shall be held by the City Administrator of the City and shall at all times be kept on deposit with a qualified depository of public funds as provided in Chapter 21-04, North Dakota Century Code, as a special fund for the sole purpose of payment of all costs incidental to the construction and financing of its respective improvement and principal and interest on any outstanding warrant or bond, temporary or definitive, secured thereby, and shall be maintained until all balances of principal or

interest on the respective Warrant issued thereon are fully paid. There shall be established and maintained within each of the Funds the following accounts:

1. A Construction Account, into which shall be deposited the respective net sale proceeds of the Warrant issued on the respective Fund which are not required to be deposited to the Principal and Interest Account thereof, together with any additional monies pledged to defraying the construction cost of the related improvement; and

2. A Principal and Interest Account, into which there shall be deposited the accrued interest and any funded interest on the respective Warrant issued thereon when sold, any paid, prepaid, and all future collections of special assessments from the District for which the respective Fund was created, and any balances remaining in the respective Construction Account therefor when after consultation with the project engineer it is determined unlikely that any additional costs properly payable therefrom will arise.

Disbursements from the Construction Accounts for construction costs and the Principal and Interest Accounts for principal and interest payments shall be by warrant duly signed by the Executive Officer and the City Administrator of the City.

WARRANTS

In anticipation of the levy and collection of assessments and any other taxes or revenues pledged to pay for the respective improvements, the City herewith determines it to be in its best interests to issue the Warrants on the Funds created for the Districts. The City covenants that it will diligently pursue completion of the improvements, if not completed prior to the date of this resolution, and cause valid and final levy of special assessments upon all properties within each of the Districts to be benefited by the respective improvement therefor, in an aggregate principal amount for each improvement equal to the total cost of the respective improvement to benefited property as finally ascertained representing that the aggregate benefits to be derived from the making of each respective improvement to the properties to be assessed therefor are not less than the aggregate amount of the special assessments so required to be levied. The Warrants are hereby authorized for issuance and shall be issued according to the following terms and conditions:

1. Principal Amounts and Denominations - One Warrant shall be issued on each of the Funds, in principal amount and denomination, respectively, as follows:

Fund	Principal Amount	Denomination
District No. 57	$ 98,979.92	$ 98,979.92

District No. 60	381,456.49	381,456.49
District No. 158	73,685.64	73,685.64
District No. 159	428,526.17	428,526.17
District No. 162	109,440.34	109,440.34
District No. 167	555,480.93	555,480.93
District No. 168	449,668.13	449,668.13
District No. 169	277,671.87	277,671.87
District No. 170	750,675.73	750,675.73
District No. 171	373,664.84	373,664.84
District No. 173	515,749.94	515,749.94

2. Date of Warrant - Each Warrant shall be dated December 15, 2013;

3. Maturity - The principal of each Warrant shall be payable in installments due annually on May 1 in the years and amounts provided on the Amortization and Interest Rate Schedule for each respective Warrant which is Attachment 1 hereto;

4. Type and Number of Warrant - Single fully registered definitive warrant, numbered R-1 or upward therefrom if subsequent drawn on the respective Fund;

5. Prepayment - The installments of principal due on each Warrant in 2021 and thereafter shall be subject to prepayment, at the option of the City, in inverse order of maturity, in whole or in part, on May 1, 2020, and on any date thereafter selected by the City, at par plus accrued interest; not less than thirty (30) days prior to the date specified for prepayment, the City shall cause notice of prepayment to be mailed or delivered to the registered owner of the Warrant;

6. Payment - The Mandan City Administrator, hereby designated Registrar and Paying Agent, will make payment of interest and principal when due in lawful money of the United States by mailing or delivering to the respective registered owner of each Warrant a check or draft in an amount sufficient to meet principal and interest maturities on the respective Warrant;

7. Preparation, Execution and Delivery - Each Warrant shall be printed under the supervision and at the direction of the City Administrator, executed and authenticated by the signature of the Executive Officer of the City and attested to by the City Administrator and sealed and delivered to the buyer at closing upon receipt of the purchase price plus any accrued interest;

8. Interest - Each annual installment of principal of each respective Warrant shall bear interest from the date of the Warrant until such installment is paid at the annual rate shown opposite the respective installment on Attachment 1 hereto, which interest shall be payable semiannually on May 1 and November 1 in each year, commencing May 1, 2014;

9. Source of Payment/Security - Each Warrant is payable as to principal and interest from the respective Fund on which it is issued, each of the Funds deriving its revenues from the levy and collection of special assessments against benefited property;

10. Registration - Each Warrant shall be registered as to both principal and interest and the Registrar shall establish and maintain a book of registry for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on each respective Warrant; and the City and the Registrar may treat the person in whose name each respective Warrant is registered as the absolute owner thereof, whether the Warrant is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary;

11. Assignment - Each Warrant shall be transferable by its respective registered owner or the owner's attorney duly authorized in writing upon presentation thereof to the Registrar together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney, and each such transfer shall be made on the book of registry and noted on the reverse of the Warrant by the Registrar and the Warrant delivered to the transferee.

Each Warrant shall be reproduced in substantially the form attached hereto as Attachment 2, with suitable variations as to District designations and principal and interest amounts and maturities.

Sale of the Warrants (and the Refunding Improvement Bonds of 2013, Series C, for which the Warrants are to be exchanged) was awarded by resolution adopted on December 3, 2013.

CITY OF MANDAN

_____

President, Board of City Commissioners

Attest:

_____

City Administrator

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on December 17, 2013, as follows:

Adoption moved by _____ Seconded by _____

Roll Call Vote (List Last Names)

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

ATTACHMENT 1

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$98,979.92
WATER AND SEWER IMPROVEMENT DISTRICT NO. 57
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$3,697.95	2.00 %
2015	7,519.15	2.00
2016	7,025.95	2.00
2017	7,025.95	2.00
2018	7,025.95	2.00
2019	7,025.95	2.00
2020	6,779.42	2.00
2021	6,779.42	2.10
2022	6,779.42	2.30
2023	6,779.42	2.55
2024	6,532.89	2.75
2025	6,532.89	3.00
2026	6,532.89	3.10
2027	6,532.89	3.25
2028	6,409.78	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$381,456.49
WATER AND SEWER IMPROVEMENT DISTRICT NO. 60
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$14,251.20	2.00 %
2015	28,977.41	2.00
2016	27,077.23	2.00
2017	27,077.23	2.00
2018	27,077.23	2.00
2019	27,077.23	2.00
2020	26,127.15	2.00
2021	26,127.15	2.10
2022	26,127.15	2.30
2023	26,127.15	2.55
2024	25,177.07	2.75
2025	25,177.07	3.00
2026	25,177.07	3.10
2027	25,177.07	3.25
2028	24,702.08	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$73,685.64
STREET IMPROVEMENT DISTRICT NO. 158
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$2,752.95	2.00 %
2015	5,597.63	2.00
2016	5,230.47	2.00
2017	5,230.47	2.00
2018	5,230.47	2.00
2019	5,230.47	2.00
2020	5,046.94	2.00
2021	5,046.94	2.10
2022	5,046.94	2.30
2023	5,046.94	2.55
2024	4,863.41	2.75
2025	4,863.41	3.00
2026	4,863.41	3.10
2027	4,863.41	3.25
2028	4,771.78	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$428,526.17
STREET IMPROVEMENT DISTRICT NO. 159
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$16,009.50	2.00 %
2015	32,552.83	2.00
2016	30,418.47	2.00
2017	30,418.47	2.00
2018	30,418.47	2.00
2019	30,418.47	2.00
2020	29,351.17	2.00
2021	29,351.17	2.10
2022	29,351.17	2.30
2023	29,351.17	2.55
2024	28,283.87	2.75
2025	28,283.87	3.00
2026	28,283.87	3.10
2027	28,283.87	3.25
2028	27,749.80	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$109,440.34
STREET IMPROVEMENT DISTRICT NO. 162
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$4,088.70	2.00 %
2015	8,313.64	2.00
2016	7,768.49	2.00
2017	7,768.49	2.00
2018	7,768.49	2.00
2019	7,768.49	2.00
2020	7,495.91	2.00
2021	7,495.91	2.10
2022	7,495.91	2.30
2023	7,495.91	2.55
2024	7,223.33	2.75
2025	7,223.33	3.00
2026	7,223.33	3.10
2027	7,223.33	3.25
2028	7,087.08	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$555,480.93
STREET IMPROVEMENT DISTRICT NO. 167
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$20,752.65	2.00 %
2015	42,197.10	2.00
2016	39,430.17	2.00
2017	39,430.17	2.00
2018	39,430.17	2.00
2019	39,430.17	2.00
2020	38,046.66	2.00
2021	38,046.66	2.10
2022	38,046.66	2.30
2023	38,046.66	2.55
2024	36,663.15	2.75
2025	36,663.15	3.00
2026	36,663.15	3.10
2027	36,663.15	3.25
2028	35,971.26	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$449,668.13
STREET IMPROVEMENT DISTRICT NO. 168
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$16,799.55	2.00 %
2015	34,159.08	2.00
2016	31,919.16	2.00
2017	31,919.16	2.00
2018	31,919.16	2.00
2019	31,919.16	2.00
2020	30,799.19	2.00
2021	30,799.19	2.10
2022	30,799.19	2.30
2023	30,799.19	2.55
2024	29,679.22	2.75
2025	29,679.22	3.00
2026	29,679.22	3.10
2027	29,679.22	3.25
2028	29,119.22	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$277,671.87
STREET IMPROVEMENT DISTRICT NO. 169
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$10,373.85	2.00 %
2015	21,093.48	2.00
2016	19,710.19	2.00
2017	19,710.19	2.00
2018	19,710.19	2.00
2019	19,710.19	2.00
2020	19,018.60	2.00
2021	19,018.60	2.10
2022	19,018.60	2.30
2023	19,018.60	2.55
2024	18,327.01	2.75
2025	18,327.01	3.00
2026	18,327.01	3.10
2027	18,327.01	3.25
2028	17,981.34	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$750,675.73
STREET IMPROVEMENT DISTRICT NO. 170
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$28,045.20	2.00 %
2015	57,025.17	2.00
2016	53,285.82	2.00
2017	53,285.82	2.00
2018	53,285.82	2.00
2019	53,285.82	2.00
2020	51,416.14	2.00
2021	51,416.14	2.10
2022	51,416.14	2.30
2023	51,416.14	2.55
2024	49,546.46	2.75
2025	49,546.46	3.00
2026	49,546.46	3.10
2027	49,546.46	3.25
2028	48,611.68	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$373,664.84
STREET IMPROVEMENT DISTRICT NO. 171
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$13,960.05	2.00 %
2015	28,385.49	2.00
2016	26,524.16	2.00
2017	26,524.16	2.00
2018	26,524.16	2.00
2019	26,524.16	2.00
2020	25,593.49	2.00
2021	25,593.49	2.10
2022	25,593.49	2.30
2023	25,593.49	2.55
2024	24,662.82	2.75
2025	24,662.82	3.00
2026	24,662.82	3.10
2027	24,662.82	3.25
2028	24,197.42	3.50

*Payable on May 1 of year indicated

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$515,749.94
STREET IMPROVEMENT DISTRICT NO. 173
DEFINITIVE IMPROVEMENT WARRANT

AMORTIZATION AND INTEREST RATE SCHEDULE

Year	*Amount	Interest Rate Per Annum
2014	$19,268.40	2.00 %
2015	39,179.02	2.00
2016	36,609.89	2.00
2017	36,609.89	2.00
2018	36,609.89	2.00
2019	36,609.89	2.00
2020	35,325.33	2.00
2021	35,325.33	2.10
2022	35,325.33	2.30
2023	35,325.33	2.55
2024	34,040.77	2.75
2025	34,040.77	3.00
2026	34,040.77	3.10
2027	34,040.77	3.25
2028	33,398.56	3.50

*Payable on May 1 of year indicated

ATTACHMENT 2

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF MORTON
CITY OF MANDAN

IMPROVEMENT DISTRICT NO.
DEFINITIVE IMPROVEMENT WARRANT

No. R-1 $

KNOW ALL PERSONS BY THESE PRESENTS that the City of Mandan, North Dakota (the "City") acknowledges itself to be indebted and for value received promises to pay to Raymond James & Associates, Inc., Memphis, Tennessee, or registered assign, the principal sum of $ payable in annual installments on May 1 in the following years and amounts, and each such installment shall bear interest from the date hereof until such installment is paid at the annual rate shown opposite such installment:

Year	Amount	Rate	Year	Amount	Rate
	$	%		$	%

Interest is payable semiannually on May 1 and November 1 in each year, commencing May 1, 2014. The principal installments of and interest on this Warrant are payable in lawful money of the United States of America by check or draft mailed or delivered to the registered owner hereof as the registered owner's address appears on the book of registry at the office of the Mandan City Administrator, the designated Registrar and Paying Agent.

The installments of principal due hereon in 2021 and thereafter shall be subject to prepayment, at the option of the City, in inverse order of maturity, in whole or in part, on May 1, 2020, and on any date thereafter selected by the City, at par plus accrued interest. Not less than thirty (30) days prior to the date specified for prepayment, the City shall cause notice of prepayment to be mailed or delivered to the registered owner hereof.

The proceeds from the sale of this Warrant will be used to defray the cost of providing and related work within the City in Improvement District No. (the "District") created under the authority of North Dakota Century Code (the "NDCC") Chapter 40-22 for that purpose, in full conformity with the constitution and laws of the State of North Dakota and the ordinances and resolutions of the City duly adopted and approved prior to the issue hereof and is within the debt limit of the City. This Warrant is payable solely out of the City of Mandan Improvement District No. Fund (the "Fund") which will contain the receipts derived by the City from special assessments levied to pay for the improvements and other

monies which may be available for the District. Whenever all special assessments collected are insufficient to pay principal or interest then due on this Warrant, the City shall levy a tax upon all the taxable property in the City for the payment of such deficiency. If at any time a deficiency is likely to occur within one year, the City, in its discretion, may levy a general tax on all the taxable property in the City for the payment of such deficiency.

This Warrant is issued pursuant to and in conformity with NDCC §40-24-19,as amended. It is further certified and recited that all requirements of law have been fully complied with by the officers of the City in the issue of this Warrant and that all proceedings or actions with reference to creating the District and making the improvements, and to the providing for the assessment lien against the property benefited and improved have been or will be lawfully taken and performed and that for the payment of this Warrant and interest thereon, the City pledges all of its lawful corporate powers.

This Warrant is issued in anticipation of the levy and collection of special assessments and is payable therefrom and from any other monies pledged to the special Fund established for the District which Fund is hereby dedicated and appropriated to the payment of principal and interest on the Warrant when due.

This Warrant shall be registered as to both principal and interest in the name of the owner on the books of the City kept for that purpose by the Registrar. This Warrant is transferable upon the book of the City by the registered owner or its attorney duly authorized in writing, upon presentation hereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney. Such transfer shall be noted on the reverse side hereof by the Registrar and delivered to the transferee. The City and the Registrar may treat the person in whose name this Warrant is registered as the absolute owner hereof, whether this Warrant is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary.

This Warrant may be exchanged for Refunding Improvement Bonds of 2013, Series C, at the option of the registered owner.

IN WITNESS WHEREOF, the City has caused its corporate seal to be placed hereon, and this Warrant to be subscribed by the Executive Officer and attested to by its City Administrator as of this 15th day of December, 2013.

Attest:

City Administrator

President, Board of City Commissioners

(SEAL)

(To be printed on reverse of Warrant)

STATE OF NORTH DAKOTA)
) ss.
CITY OF MANDAN)

I hereby certify that the within Warrant is issued pursuant to law and is within the debt limit of the City of Mandan, Morton County, State of North Dakota.

WITNESS my hand as of the 15th day of December, 2013.

_____
Mandan City Administrator

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within-mentioned Warrant and hereby irrevocably constitutes and appoints _____ _____, attorney-in-fact, to transfer the same on the book of registry with full power of substitution in the premises.

Dated: _____

_____

(To be printed on reverse of Warrant)

NO WRITING HEREON EXCEPT BY THE REGISTRAR

TRANSFER STATEMENT

The Registrar has transferred on the book of registry, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Warrant, except the amounts of principal and interest theretofore paid:

Date of Transfer	Registered Assign	Signature of Registrar
	City of Mandan Refunding Improvement Bonds of 2013, Series C Fund	

Greg Welch Resolutions #2

From: Steven Vogelpohl <slv@slvlaw.net>
Sent: Wednesday, December 11, 2013 3:22 PM
To: Greg Welch
Cc: Brown, Malcolm H.
Subject: Resolutions for December 17 - Refunding Improvement Bonds of 2013, Series C
Attachments: Financing Resolution.pdf; Resolution Authorizing Issuance.pdf

Greg,

Attached are two resolutions for adoption by the City Commission on December 17 in the order listed, as follows:

1. Financing Resolution (re Warrants); and
2. Resolution Authorizing Issuance of $4,015,000 Refunding Improvement Bonds of 2013, Series C.

Thank you for your assistance and please contact me if you've any questions.

Steve

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

RESOLUTION AUTHORIZING ISSUANCE OF
$4,015,000
REFUNDING IMPROVEMENT BONDS OF 2013, SERIES C

RECITALS

The City of Mandan, North Dakota (the "City" or "Issuer") recites that it has:

1. Authorized issuance of a $98,979.92 Definitive Improvement Warrant, a $381,456.49 Definitive Improvement Warrant, a $73,685.64 Definitive Improvement Warrant, a $428,526.17 Definitive Improvement Warrant, a $109,440.34 Definitive Improvement Warrant, a $555,480.93 Definitive Improvement Warrant, a $449,668.13 Definitive Improvement Warrant, a $277,671.87 Definitive Improvement Warrant, a $750,675.73 Definitive Improvement Warrant, a $373,664.84 Definitive Improvement Warrant, and a $515,749.94 Definitive Improvement Warrant (the "Warrants"), respectively, on Water and Sewer Improvement District No. 57 Fund, Water and Sewer Improvement District No. 60 Fund, Street Improvement District No. 158 Fund, Street Improvement District No. 159 Fund, Street Improvement District No. 162 Fund, Street Improvement District No. 167 Fund, Street Improvement District No. 168 Fund, Street Improvement District No. 169 Fund, Street Improvement District No. 170 Fund, Street Improvement District No. 171 Fund and Street Improvement District No. 173 Fund (the "Funds") of the City, which Warrants are outstanding as of the date of this Resolution Authorizing Issuance of $4,015,000 Refunding Improvement Bonds of 2013, Series C (the "Resolution").

2. Consented to the exchange of Refunding Improvement Bonds for the Warrants at the option of the registered owner.

3. In anticipation of the registered owner's request for exchange, the City hereby authorizes issuance of its Refunding Improvement Bonds of 2013, Series C, as authorized by Chapter 40-27, NDCC, in the amount of $4,015,000 for the purpose of consolidating the issues of Warrants.

4. The Financing Resolution authorizing issuance of the Warrants adopted December 17, 2013, by the governing body of the City is incorporated herein by reference as though set out in full except that in the event of

conflict between any of the terms and provisions of the Financing Resolution and this Resolution, the terms and provisions of this Resolution shall prevail.

REFUNDING FUND

There is hereby created City of Mandan Refunding Improvement Bonds of 2013, Series C Fund (the "Refunding Fund") which shall be maintained by the City Administrator as a special fund for the sole purpose of payment of principal and interest on any outstanding City of Mandan Refunding Improvement Bonds of 2013, Series C (the "Bonds") and shall be maintained until all balances of principal and interest on the Bonds are fully paid. The Refunding Fund shall exchange the Bonds for the uncancelled Warrants and retain the Warrants as assets of the Refunding Fund. The Refunding Fund shall maintain a Principal and Interest Account into which all principal and interest received on the Warrants shall be deposited and disbursed according to the maturities of the Bonds hereinafter established. Monies in the Refunding Fund for the payment of principal and interest on the Bonds are hereby dedicated and appropriated.

BONDS

Sale having been awarded to Raymond James & Associates, Inc. (the "Purchaser") by resolution adopted December 3, 2013, the Bonds shall be issued according to the following terms and conditions:

1. Principal Amount of Bonds - The total principal amount of Bonds shall be $4,015,000.

2. Book Entry Registration -

(a) The Bonds shall be issued as book entry bonds as required by The Depository Trust Company, New York, New York ("DTC") in the aggregate principal amount equal to the principal amount of the Bonds. The Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and the Bond Registrar and Paying Agent named in Paragraph 5 below (the "Bond Registrar and Paying Agent") shall treat the record owner as the absolute owner of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, references herein to the Bondholder, owner, etc. shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds. Sales by purchasers of the Bonds of beneficial interest participations in the Bonds to beneficial owners will be limited to minimum denominations of $5,000 or any integral multiple in excess thereof.

(b) With respect to the Bonds registered in the registration books kept by the Bond Registrar and Paying Agent in the name of Cede & Co., as nominee of DTC, the City and the Bond Registrar and Paying Agent shall have no responsibility or obligation to any Participant (as referenced in the Blanket Issuer Letter of Representations a copy of which is attached hereto as Attachment 3) or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar and Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar and Paying Agent, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar and Paying Agent, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Bond Registrar and Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar and Paying Agent as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar and Paying Agent shall pay all principal of, premium, if any, and the interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Bond Registrar and Paying Agent, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the registration books kept by the Bond Registrar and Paying Agent, shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar and Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the word "Cede & Co." shall refer to such new nominee of DTC.

(c) The Blanket Issuer Letter of Representations, a copy of which is attached hereto as Attachment 3, has been executed by the City and has been filed with DTC. The Bond Registrar and Paying Agent shall take all actions necessary to at all times comply with DTC's Operational Arrangements, as same may be amended from time to time.

(d) (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Bond Registrar and Paying Agent.

(2) The City may terminate the services of DTC with respect to the Bonds if the City determines that:

(i) DTC is unable to discharge its responsibilities with respect to the Bonds, or

(ii) A continuance of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar and Paying Agent in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(3) Upon the termination of the services of DTC with respect to the Bonds, or upon the discontinuance or termination of the services of DTC with respect to any portion of the Bonds pursuant to either Paragraph 2(d)(2)(i) or Paragraph 2(d)(2)(ii) immediately above after which no substitute bond depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, the City is obligated to deliver Bond certificates to the Bondholders and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar and Paying Agent in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(e) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such

Bond shall be made and given, respectively, in accordance with the Blanket Issuer Letter of Representations.

3. Numbering - The Bonds shall be numbered in consecutive numerical order from R-1 upwards as issued.

4. Date of Bonds - The Bonds shall initially be dated December 15, 2013. Bonds issued upon exchanges and transfers of Bonds shall also be dated December 15, 2013 if issued prior to May 1, 2014, and if issued upon such exchanges and transfers on or after May 1, 2014, shall be dated as of May 1 or November 1 next preceding their issuance, or if the date of issuance shall be a May 1 or November 1, as of such date; provided, however, that if interest on the Bonds shall be in default, the Bonds shall be dated as of the date to which interest has been paid in full on the Bonds being transferred.

5. Payment - Interest on the Bonds and, upon presentation and surrender thereof, the principal thereof shall be payable in lawful money of the United States of America by check, draft or wire transfer by Starion Bond Services, Bismarck, North Dakota, as Bond Registrar and Paying Agent, or its successor. In the event the Bonds are no longer registered as book-entry bonds pursuant to Paragraph 2 immediately above, such Bond Registrar and Paying Agent is hereby appointed the sole paying agent for the Bonds.

6. Principal Maturities - The Bonds shall mature serially and shall mature on May 1 in the years and in the amounts set forth in the Schedule of Maturities and Interest Rates attached hereto as Attachment 1.

7. Optional Redemption - Bonds maturing in the years 2014 through 2020 are payable on their respective stated maturity dates without option of prior payment. Bonds maturing in the years 2021 and thereafter shall be subject to redemption and prepayment in whole or in part at the option of the City, in inverse order of maturities and by lot, assigned in proportion to their principal amount, within any maturity, on May 1, 2020, and on any date thereafter selected by the City, at a price equal to the principal amount thereof plus accrued interest. Not less than 30 days prior to the date specified for prepayment and redemption of any Bonds the City will cause notice of the call thereof to be mailed to the registered owner and to the paying agent at which principal and interest are then payable. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

8. Type and Denomination of Bonds - The Bonds shall be in fully registered form in denominations of $5,000 or any integral multiple thereof, of single maturities.

9. Form, Preparation, Execution and Delivery - The Bonds shall be reproduced in substantially the form attached to this Resolution as Attachment 2. The Bonds shall be prepared under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Board of City Commissioners (or in the absence or inability of the President to act, by the manual or facsimile signature of the Vice President) and attested to by the manual or facsimile signature of the City Administrator, and delivered to the owner at closing upon receipt of the uncancelled Warrants plus any accrued interest. The Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

10. Interest - The Bonds shall bear interest at the annual rates set forth in the Schedule of Maturities and Interest Rates attached hereto as Attachment 1. Interest shall be payable on May 1 and November 1 in each year, commencing May 1, 2014, to the person in whose name each Bond is registered on the close of the 15th day (whether or not a business day) of the immediately preceding month. Interest shall be computed on a 30-day month and 360-day year basis. Interest on the Bonds shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused.

11. Source of Payment/Security - The Bonds are payable from the payments of principal and interest received on the Warrants held by the Refunding Fund as secured assets. The Warrants held by the Refunding Fund as security are payable from the Funds which derive their revenues from the levy and collection of special assessments against benefited property and from general taxation as provided in the Financing Resolution.

12. Registration - The Bonds shall be registered as to both principal and interest and the Bond Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bonds; and the City and the Bond Registrar may deem and treat the person in whose name

any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

13. Assignment - The Bonds are transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of Bonds.

14. Discharge - When all of the Bonds, and the interest thereon have been defeased and discharged as provided in this Paragraph 14, all pledges, covenants and other rights granted hereinabove by this Resolution shall cease. The City may defease and discharge all Bonds and interest due on any date by depositing with the Paying Agent on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be defeased and discharged by depositing with the Paying Agent a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also defease and discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Paying Agent on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also defease and discharge all Bonds at any time by irrevocably depositing in escrow with an escrow agent, for the purpose of paying all principal and interest due on such Bonds prior to a date upon which all of the same will be prepayable according to their terms, and paying all remaining Bonds on that date, a sum of cash and securities of the types described in NDCC Section 40-27-13 in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be

required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

The City covenants that (i) it will restrict the use of the proceeds of the Bonds in such manner and to such extent as may be necessary, in view of the City's reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986 and regulations prescribed under such Section, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Bonds and the payment of required rebate, if any) so that the interest on the Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

The City hereby designates the Bonds as "qualified tax-exempt obligations" under Section 265 of the Internal Revenue Code of 1986 (the "Code") relating to the deduction allowed financial institutions for interest expense allocable to tax-exempt interest. The City represents that: (i) the Bonds are not "private activity bonds" as defined in the Code; (ii) the reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Code Section 265(b)(3)(C)) which will be issued during the calendar year 2013 does not exceed $10,000,000; and (iii) not more than $10,000,000 of "qualified tax-exempt obligations" will be designated by the City (including subordinate entities) for the calendar year 2013.

The City hereby covenants and agrees, for the benefit of the holders of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the holders of the Bonds, or by the Purchaser on behalf of such holders (provided that the rights of the holders and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the City to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds). The City Administrator and President of the Board of City Commissioners shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

The Final Official Statement relating to the Bonds, dated December 5, 2013, is hereby approved, and the City Administrator is authorized to execute and deliver such

Final Official Statement and to certify to its correctness and completeness as provided therein.

The officers of the City and Morton County are authorized and directed to prepare and furnish to the attorneys passing on the legality of the Bonds, certified copies of all proceedings, ordinances, resolutions and records and such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds and the tax-exempt status of interest payable thereon, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein.

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Attest:

CITY OF MANDAN

City Administrator

President, Board of City Commissioners

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on December 17, 2013, as follows:

Adoption moved by _____ Seconded by _____

Roll Call Vote (List Last Names)

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

ATTACHMENT 1

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

$4,015,000
REFUNDING IMPROVEMENT BONDS OF 2013, SERIES C

SCHEDULE OF MATURITIES AND INTEREST RATES

Year	Amount	Rate	Year	Amount	Rate
2014	$150,000	2.00 %	2022	$275,000	2.30 %
2015	305,000	2.00	2023	275,000	2.55
2016	285,000	2.00	2024	265,000	2.75
2017	285,000	2.00	2025	265,000	3.00
2018	285,000	2.00	2026	265,000	3.10
2019	285,000	2.00	2027	265,000	3.25
2020	275,000	2.00	2028	260,000	3.50
2021	275,000	2.10			

ATTACHMENT 2

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF MORTON
CITY OF MANDAN

REFUNDING IMPROVEMENT BOND OF 2013, SERIES C

No. R-

RATE	MATURITY	DATE OF ORIGINAL ISSUE	CUSIP
		December 15, 2013	

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Mandan, North Dakota (the "City" or "Issuer"), acknowledges itself specially indebted and for value received hereby promises to pay to the registered owner specified above or registered assigns, the principal amount specified above, but only from the City of Mandan Refunding Improvement Bonds of 2013, Series C Fund (the "Refunding Fund") on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on May 1 and November 1 in each year, commencing May 1, 2014, to the person in whose name this Bond is registered on the close of the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by Starion Bond Services, Bismarck, North Dakota, as Bond Registrar and Paying Agent, or its successor.

This book-entry Bond is one of a single series of Bonds (the "Bonds") issued in the aggregate principal amount of $4,015,000.00, all of like date of original issue and tenor except as to serial number, denomination, interest rate, redemption privilege and maturity date, issued, pursuant to a Resolution Authorizing Issuance of $4,015,000 Refunding Improvement Bonds of 2013, Series C, adopted by the Board of City Commissioners (the "Resolution"), in exchange for $4,015,000 aggregate principal amount of definitive improvement warrants (the "Warrants") issued on special funds (the "Funds") and which represent the cost of improvements for various improvement districts (the "Districts") of the City. The Warrants were issued in full conformity with the Constitution and laws of the State of North Dakota and the ordinances and resolutions of the City duly adopted and approved prior to the issue hereof. The Bonds

are issued with a single book-entry bond for each of the principal maturities of the Bonds and shall be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, and the Bond Registrar and Paying Agent shall treat the record owner as the absolute owner of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, references herein to the Bondholder, owner, etc. shall mean Cede & Co. and sales by purchasers of the Bonds of beneficial interest participations in the Bonds to beneficial owners will be limited to minimum denominations of $5,000 or any integral multiple in excess thereof.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notwithstanding any other provisions herein set out, so long as Cede & Co. is the registered owner hereof, the provisions of and requirements referenced in the Blanket Issuer Letter of Representations filed by the City with DTC with regard to the Bonds shall be controlling as to the matters addressed therein and all the terms and provisions therein are incorporated herein as though herein fully set out.

Bonds of this issue maturing in the years 2014 through 2020 are payable on their respective stated maturity dates without option of prior payment. Bonds maturing in the years 2021 and thereafter shall be subject to redemption and prepayment in whole or in part at the option of the City, in inverse order of maturities and by lot, assigned in proportion to their principal amount, within any maturity, on May 1, 2020, and on any date thereafter selected by the City, at a price equal to the principal amount thereof plus accrued interest. Not less than 30 days prior to the date specified for prepayment and redemption of any Bonds the City will cause notice of the call thereof to be mailed to the registered owner and to the paying agent at which principal and interest are then payable. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or

Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond is payable solely out of the Refunding Fund which holds as assets pledged to the repayment of this Bond, the Warrants issued on the Funds. The Warrants are payable from special assessments levied to pay for improvements for the Districts, and whenever all special assessments and any other revenues or taxes appropriated and theretofore collected are insufficient to pay principal or interest then due on the Warrants held by the Refunding Fund the City shall levy a tax upon all the taxable property in the City for the payment of such deficiency. If at any time a deficiency is likely to occur within one year, the City, in its discretion, may levy a general tax on all the taxable property in the City for the payment of such deficiency.

Interest on this Bond shall cease at maturity or on a date prior thereto on which it has been duly called for redemption unless the holder hereof shall present the same for payment and payment is refused.

It is hereby certified, recited, covenanted and agreed that all requirements of law have been fully complied with by the officers of the City in the issue of this Bond and the Warrants for which it was exchanged, and that all proceedings and things with reference to making the improvements, to the fixing of the assessment lien against the property improved have been or will be lawfully taken and performed and that for the payment of this Bond and interest thereon, the City pledges all its lawful corporate powers.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City has caused this Bond to be executed on its behalf by the signatures of the President of its Board of City Commissioners and its City Administrator, and has caused this Bond to be dated as of the date set forth below.

DATED:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

STARION BOND SERVICES
BISMARCK, NORTH DAKOTA
as Bond Registrar and Paying Agent

By: _____
Authorized Representative

CITY OF MANDAN, NORTH DAKOTA

_____
President, Board of City Commissioners

Attest:

_____
City Administrator

STATE OF NORTH DAKOTA)
) ss.
CITY OF MANDAN)

I hereby certify that the within Bond is issued pursuant to law, and is within the debt limit of the City of Mandan, Morton County, State of North Dakota.

WITNESS my hand this 15th day of December, 2013.

_____
City Administrator

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

_____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member of a major stock exchange or a commercial bank or trust company.

$4,015,000
City of Mandan, North Dakota
Refunding Improvement Bonds of 2013, Series C

I have acted as bond counsel in connection with the issuance by the City of Mandan, North Dakota (the "Issuer") of $4,015,000 Refunding Improvement Bonds of 2013, Series C, initially dated as of December 15, 2013 (the "Bonds"). The Bonds are issuable as book-entry bonds in fully registered form in the denominations of $5,000 or any integral multiple thereof, of single maturities. The Bonds mature on May 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts bear interest from date of issue until paid at the annual rates set forth opposite such years and amounts, respectively:

Year	Amount	Rate	Year	Amount	Rate
2014	$150,000	2.00 %	2022	$275,000	2.30 %
2015	305,000	2.00	2023	275,000	2.55
2016	285,000	2.00	2024	265,000	2.75
2017	285,000	2.00	2025	265,000	3.00
2018	285,000	2.00	2026	265,000	3.10
2019	285,000	2.00	2027	265,000	3.25
2020	275,000	2.00	2028	260,000	3.50
2021	275,000	2.10			

Interest is payable on May 1 and November 1 in each year, commencing May 1, 2014, to the holder of record on the close of the 15th day of the immediately preceding month.

Bonds maturing in the years 2021 and thereafter are subject to redemption and prepayment in whole or in part at the option of the Issuer, in inverse order of maturities, and by lot, assigned in proportion to their principal amount, within any maturity, on May 1, 2020, and on any date thereafter selected by the Issuer, at a price equal to the principal amount thereof plus accrued interest.

I have examined the law and such certified proceedings and other papers as I deem necessary to render this opinion. As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

I have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and I express no opinion relating thereto.

Based on my examination, I am of the opinion, as of the date hereof and under existing law, as follows:

1. The Bonds are valid and binding special obligations of the Issuer payable from the City of Mandan Refunding Improvement Bonds of 2013, Series C Fund (the "Refunding Fund") which holds as assets pledged to repayment of the Bonds, a like principal amount of definitive improvement warrants (the "Warrants") issued on the funds of various improvement districts of the Issuer.

2. The Warrants have been duly authorized, executed and delivered and are payable from special assessments levied against the property benefited by the improvements for the improvement districts.

3. All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay any deficiency on the Warrants. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Warrants to the extent the necessary funds are not provided from special assessments or other sources.

4. All payments made on the Warrants are to be credited to the Refunding Fund and applied in payment of the principal and interest on the Bonds.

5. The interest on the Bonds is excluded from gross income of the owners for federal and North Dakota income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with all such requirements. The Bonds have been designated as "qualified tax-exempt obligations" under Section 265 of the Code. I express no opinion regarding other state or federal tax consequences arising with respect to the Bonds.

It is to be understood that the rights of the holder or holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

STEVEN L. VOGELPOHL
Bismarck, North Dakota

We certify that the foregoing is a full and correct copy of the text of the legal opinion of bond counsel on the issue of Bonds of the City of Mandan which includes the within Bond, rendered as of the date of the original delivery of and payment for the Bonds.

City Administrator

President, Board of City Commissioners

ATTACHMENT 3

Blanket Issuer Letter of Representations

(To be Completed by Issuer)

CITY OF HANDAN, NORTH DAKOTA
(Name of Issuer)

November 2, 1999
(Date)

Attention: Underwriting Department — Eligibility
The Depository Trust Company
55 Water Street 50th Floor
New York, NY 10041-0099

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request be made eligible for deposit by The Depository Trust Company ("DTC").

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

City of Handan, North Dakota
(Issuer)

By: Phyllis Brauer
(Authorized Officer's Signature)

Phyllis Brauer, Acting City Auditor
(Typed Name & Title)

101 2nd Avenue NW
(Street Address)

Handan, ND 58554
(City) (State) (Zip)

701-667-7715
(Phone Number)

Received and Accepted:

THE DEPOSITORY TRUST COMPANY

By: _____

SCHEDULE A

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds $200 million, one certificate will be issued with respect to each $200 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

[6. Redemption notices shall be sent to Cede & Co. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. will consent or vote with respect to Securities. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to the [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to the Issuer or the Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

CITY OF MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	December 17, 2013
PREPARATION DATE:	December 12, 2013
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch
SUBJECT:	$136,629.78 Sidewalk, Curb and Gutter Warrant of 2013.

PURPOSE

To approve the Resolution Authorizing Issuance of $136,629.78 Sidewalk, Curb and Gutter Warrant of 2013.

BACKGROUND

The issuance of the Warrant is necessary to finance the improvements for the construction, repair and rebuilding of sidewalks, curb and gutter.

ATTACHMENTS

- Letter *(pending)* from Starion Financial offering and agreeing to purchase the Warrant.
- Resolution Authorizing Issuance of $136,629.78 Sidewalk, Curb and Gutter Warrant of 2013.

FISCAL IMPACT

The City assessed these improvements on October 15, 2013 and certified the assessments to the County. The assessment period for these improvements will be 10 years to match the term of the Warrant. The interest rate on the Warrant is at 2.75%.

STAFF IMPACT

None

LEGAL REVIEW

Steve Vogelpohl, Bond Counsel, prepared the Resolution.

RECOMMENDATION

To approve the Resolution Authorizing Issuance of $136,629.78 Sidewalk, Curb and Gutter Warrant of 2013.

SUGGESTED MOTION

Move to approve the Resolution Authorizing Issuance of $136,629.78 Sidewalk, Curb and Gutter Warrant of 2013.

[TYPED ON STARION LETTERHEAD AND DATED ON OR BEFORE DECEMBER 17, 2013]
December __, 2013

Board of City Commissioners
City of Mandan
205 2nd Ave NW
Mandan, North Dakota 58554

Re: City of Mandan, North Dakota
$136,629.78
Sidewalk, Curb and Gutter Warrant of 2013
No. R-1

Dear Commissioners:

Starion Financial, Mandan, North Dakota, hereby offers and agrees to purchase the above Warrant (the "Warrant") at a purchase price of par and issued on the terms and conditions as set forth in the attached form of resolution entitled "Resolution Authorizing Issuance of $136,629.78 Sidewalk, Curb and Gutter Warrant of 2013".

We are purchasing the Warrant for our own investment, and in making our decision to purchase, have made our own inquiry and analysis with respect to the City, its financial condition and other material factors affecting the security for and payment of the Warrant. We understand that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the City or the Warrant is or will be issued, and we do not intend to resell or otherwise dispose of the Warrant or any portion thereof or interest therein, except as permitted by law on a basis of full disclosure to any subsequent holder and subject to applicable securities laws and regulations.

Very truly yours,

STARION FINANCIAL

By: _____

Title: _____

CITY OF MANDAN
COUNTY OF MORTON
STATE OF NORTH DAKOTA

RESOLUTION AUTHORIZING ISSUANCE OF
$136,629.78
SIDEWALK, CURB AND GUTTER WARRANT OF 2013

RECITALS

The City of Mandan, North Dakota (the "City"), a political subdivision and municipal corporation of the State of North Dakota, incorporated under the provisions of Title 40 (Municipal Government) of the North Dakota Century Code (the "NDCC"), with full power and authority to cause construction, rebuilding and repair of sidewalks, curb and gutter in the City and assess the costs thereof against benefitted property and incur debt for the payment of such cost recites that the City:

1. Prescribed plans and specifications, widths, kinds and quality of materials and manner of construction for sidewalks, curb and gutter in the City;

2. Deemed it necessary and duly ordered construction, rebuilding or repair of certain sidewalks, curb and gutter in 2012 and 2013 and entered into contracts for construction of such improvements with the lowest responsible bidders therefor and approved the contractors' performance bonds; and

3. Performed all other acts required of the governing body by the constitution and laws of the State of North Dakota prerequisite to the issuance and sale of warrants for the purpose of providing money to pay for the cost of such improvements in the manner required of the City by law with full power and authority conferred on it as a political subdivision of the State of North Dakota and does hereby ratify, confirm and adopt all acts performed, resolutions, motions or ordinances passed or adopted and publications had in and incidental to the construction and financing of the improvements whether or not reflected on the official minutes and records of the City.

BE IT RESOLVED:

CONDITIONS AND AGREEMENTS

1. The Warrant (the "Warrant") authorized by the terms of this Resolution to be issued on the Sidewalk, Curb and Gutter Special Fund (the "Fund")

of the City is issued for the purpose of paying the cost of sidewalk, curb and gutter construction, rebuilding and repair ordered and contracted for in 2012 and 2013 (the "Improvements") and is issued pursuant to the terms and provisions of NDCC Chapters 40-29 and 40-31 and Mandan Code of Ordinances Chapter 10-02.1 (the "Ordinance") which is hereby incorporated herein.

2. The total cost of the Improvements, including construction, engineering, administrative, and other fees and all other expenses incidental to the completion of the Improvements, is estimated to be not less than $136,629.78.

3. The City has performed all statutorily required procedures preliminary to the issuance of the Warrant and asserts that as a condition of issuance, all required acts, conditions and things prerequisite to issue do exist and have been performed by the governing body which is legally constituted and empowered to bind the City.

4. All monies required to be deposited in or transferred to the Principal and Interest Account 2013 Sub-account of the Fund referenced in this Resolution and any other monies from whatever source dedicated to the retirement of the Warrant payable from the Fund are hereby dedicated and appropriated to the payment of outstanding principal and interest on the Warrant properly chargeable against the Fund when due and payable.

5. All monies required to be deposited in or transferred to the Construction Account of the Fund referenced in this Resolution are hereby dedicated and appropriated to the payment when due and payable of the construction cost of the Improvements and all administrative costs and fees incident to the construction, the levying of assessments and the issuance of the Warrant on the Fund, and to the reimbursement of the City for funds advanced from other sources for such purposes.

6. Expenditure of monies from the Fund referenced in this Resolution shall be made and accounted for by the officers of the City empowered to expend and required to account for City general funds.

7. The City recognizes its obligations under the provisions of NDCC Sections 40-29-14 and 40-31-08 that whenever all taxes and special assessments, appropriated and theretofore collected for the Improvements for which the Warrant was issued are insufficient to pay the Warrant with interest, this governing body, upon maturity of the last Warrant principal installment, is required by law to levy a tax upon all

taxable property within the City for the payment of such deficiency. The City is also authorized to and in accordance with the Ordinance will levy such a tax if at any time prior to the maturity of the last Warrant principal installment, such deficiency exists or is deemed likely to occur within one year. Such taxes may be levied without limitation as to rate or amount, and the City covenants and agrees that all collections thereof will be credited to the Principal and Interest Account 2013 Sub-account of Fund referenced in this Resolution and used to pay principal and interest on the Warrant.

8. The cost of the Improvements shall be assessed against the lots or tracts of land properly chargeable therewith in accordance with NDCC Sections 40-29-05 and 40-31-02. The City will cause the installments of said special assessments as finally confirmed by the City to be annually certified to the County Auditor for collection with the general taxes chargeable against the property. The City will continue to cause annual certification of balances of special assessments unpaid to be certified for repayment over a period of ten (10) years subject to a reduction or extension of such period of time as may be deemed necessary by the City due to collection of assessments with the first certification in 2013 for collection in 2014 and annually thereafter.

9. The City authorizes officers of the City and Morton County to furnish certified copies of all proceedings had with regard to the issuance of the Warrant by the governing body of the City. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Warrant, the tax-exempt status of interest payable thereon, the absence of litigation materially affecting the issuance of the Warrant and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting.

10. The City covenants that (i) it will restrict the use of the proceeds of the Warrant in such manner and to such extent as may be necessary, in view of the City's reasonable expectations at the time of issuance of the Warrant, so that the Warrant will not constitute an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986 and regulations prescribed under such Section, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Warrant) so that the interest on the Warrant will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

11. The City hereby designates the Warrant as a "qualified tax-exempt obligation" under Section 265 of the Internal Revenue Code of 1986 (the "Code") relating to the deduction allowed financial institutions for interest expense allocable to tax-exempt interest. The City represents that: (i) the Warrant is not a "private activity bond" as defined in the Code; (ii) the reasonably anticipated amount of tax-exempt obligations (other than "private activity bonds" except for "qualified 501(c)(3) bonds" as defined in the Code) which will be issued during the calendar year 2013 does not exceed $10,000,000; and (iii) not more than $10,000,000 of "qualified tax-exempt obligations" will be designated by the City (including subordinate entities) for the calendar year 2013.

FUND AND PROCEEDS

The City has created the Fund pursuant to NDCC Chapters 40-29 and 40-31 and the Ordinance and the Fund shall be held by the City Administrator of the City and shall at all times be kept on deposit with a qualified depository of public funds as provided in Chapter 21-04, North Dakota Century Code, as a special fund for the sole purpose of payment of all costs incidental to the construction and financing of sidewalk, curb and gutter improvements and principal and interest on any outstanding warrant secured by the Fund and shall be maintained until all balances of principal or interest on the Warrant of the Fund are fully paid.

Upon issuance of the Warrant, the net sale proceeds of the Warrant not required to be deposited to the Principal and Interest Account 2013 Sub-account referenced below shall be deposited to the Construction Account established within the Fund by the Ordinance.

Within the Principal and Interest Account of the Fund established by the Ordinance, there is hereby created a Principal and Interest Account 2013 Sub-account which shall be separately maintained until all principal of and interest on the Warrant has been paid and into which there shall be deposited any accrued interest and any funded interest on the Warrant when sold, and any paid, prepaid, and all future collections of the special assessments levied for the Improvements.

Disbursements from the Construction Account for construction and other related costs and the Principal and Interest Account 2013 Sub-account for principal and interest payments shall be by warrant duly signed by the Executive Officer and the City Administrator of the City.

WARRANT

In anticipation of the levy and collection of assessments with respect to the Improvements, the City herewith determines it to be in its best interests to issue the Warrant on the Fund. The City covenants that it will diligently pursue completion of the Improvements, if not completed prior to the date of this Resolution, and cause valid and final levy of special assessments upon all properties properly chargeable therewith. The Warrant is hereby authorized for issuance and shall be issued according to the following terms and conditions:

1. Principal Amount, Denomination and Number - One Warrant, numbered R-1, shall be issued on the Fund in principal amount and denomination of $136,629.78;

2. Date of Warrant - The Warrant shall be dated as of the date of delivery thereof and payment therefor;

3. Maturity - The principal of the Warrant shall be payable in installments due annually on May 1 in the years and amounts provided in the form of Warrant which is Attachment 1 hereto;

4. Type of Warrant - Single Fully Registered Definitive Warrant;

5. Prepayment - The installments of principal due on the Warrant shall be subject to prepayment at any time, at the option of the City, in inverse order of maturity, at par plus accrued interest; not less than thirty (30) days prior to the date specified for prepayment, the City shall cause notice of prepayment to be mailed or delivered to the registered owner of the Warrant; upon partial prepayment of the Warrant, a new Warrant will be delivered to the owner without charge, representing the remaining principal amount outstanding;

6. Payment - The Mandan City Administrator, hereby designated Registrar and Paying Agent, will make payment of interest and principal when due in lawful money of the United States by mailing or delivering to the registered owner of the Warrant a check or draft in an amount sufficient to meet principal and interest maturities on the Warrant, provided, however, that the final payment of principal shall be payable only upon presentation and surrender of the Warrant;

7. Preparation, Execution and Delivery - The Warrant shall be printed under the supervision and at the direction of the City Administrator, executed and authenticated by the signature of the Executive Officer of the City

and attested to by the City Administrator and sealed and delivered to the buyer at closing upon receipt of the purchase price plus any accrued interest;

8. Interest - Each annual installment of principal of the Warrant shall bear interest from the date of the Warrant until such installment is paid at the rate of 2.75% per annum, which interest shall be payable on May 1 and November 1 in each year, commencing May 1, 2014, and shall be computed on a 30-day month and 360-day year basis;

9. Source of Payment/Security - The Warrant is payable as to principal and interest from the Principal and Interest Account 2013 Sub-account of the Fund which derives its revenues from the levy and collection of special assessments against benefitted property;

10. Registration - The Warrant shall be registered as to both principal and interest and the Registrar shall establish and maintain a book of registry for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Warrant; and the City and the Registrar may treat the person in whose name the Warrant is registered as the absolute owner thereof, whether the Warrant is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary;

11. Assignment - The Warrant shall be transferable by its respective registered owner or the owner's attorney duly authorized in writing upon presentation thereof to the Registrar together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney, and each such transfer shall be made on the book of registry and noted on the reverse of the Warrant by the Registrar and the Warrant delivered to the transferee.

The Warrant shall be reproduced in substantially the form attached hereto as Attachment 1.

SALE

Having determined it to be necessary and in the best interests of the City to cause the Warrant to be sold at private sale, and Starion Financial, Mandan, North Dakota, having offered to purchase the Warrant at par and on the terms and conditions

set forth above, the offer of Starion Financial is hereby accepted and the Warrant is hereby sold and shall be issued according thereto and on the terms and conditions set forth above.

CITY OF MANDAN

Attest:

President, Board of City Commissioners

City Administrator

(S E A L)

The governing body of the political subdivision acted on the foregoing resolution on December 17, 2013, as follows:

Adoption moved by _____ Seconded by _____

Roll Call Vote (List Last Names)

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

ATTACHMENT 1

No. R-1

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF MORTON
CITY OF MANDAN

SIDEWALK, CURB AND GUTTER WARRANT OF 2013

$136,629.78

KNOW ALL PERSONS BY THESE PRESENTS that the City of Mandan, North Dakota (the "City") acknowledges itself to be indebted and for value received promises to pay to Starion Financial, Mandan, North Dakota, or registered assign, the principal sum of $136,629.78 payable in annual installments on May 1 in the following years and amounts:

Year	Amount	Year	Amount
2014	$10,000.00	2019	$14,069.98
2015	14,069.98	2020	14,069.98
2016	14,069.98	2021	14,069.98
2017	14,069.98	2022	14,069.98
2018	14,069.98	2023	14,069.94

Each such installment shall bear interest from the date hereof until such installment is paid at the rate of 2.75% per annum. Interest is payable on May 1 and November 1 in each year, commencing May 1, 2014. The principal installments of and interest on this Warrant are payable in lawful money of the United States of America by check or draft mailed or delivered to the registered owner hereof as the registered owner's address appears on the book of registry at the office of the Mandan City Administrator, the designated Registrar and Paying Agent, provided, however, that the final payment of principal shall be payable only upon presentation and surrender of this Warrant.

The installments of principal due hereon shall be subject to prepayment at any time, at the option of the City, in inverse order of maturity, at par plus accrued interest. Not less than thirty (30) days prior to the date specified for prepayment, the City shall cause notice of prepayment to be mailed or delivered to the registered owner hereof. Upon partial prepayment of this Warrant, a new Warrant will be delivered to the owner without charge, representing the remaining principal amount outstanding.

The proceeds from the sale of this Warrant will be used to defray the cost of providing sidewalk, curb and gutter construction, rebuilding and repair within the City ordered and contracted for in 2012 and 2013, and this Warrant is issued for that purpose in full conformity with the constitution and laws of the State of North Dakota including Chapters 40-29 and 40-31 of the North Dakota Century Code and the ordinances and resolutions of the City duly adopted and approved prior to the issue hereof and is within the debt limit of the City. This Warrant is payable solely out of the Principal and Interest Account 2013 Sub-account (the "Account") of the Sidewalk, Curb and Gutter Special Fund (the "Fund") of the City which will contain the receipts derived by the City from special assessments levied to pay for the improvements and other monies which may be available for that purpose. Whenever all taxes and special assessments collected are insufficient to pay this Warrant, with interest, the City, upon maturity of the last principal installment hereof, shall levy a tax upon all the taxable property in the City for the payment of such deficiency. If at any time prior to the maturity of the last principal installment hereof, such deficiency exists or is likely to occur within one year, the City, in its discretion, may levy a general tax upon all the taxable property in the City for the payment of such deficiency.

It is further certified and recited that all requirements of law have been fully complied with by the officers of the City in the issue of this Warrant and that all proceedings or actions with reference to making the improvements, and to the providing for the assessment lien against the property benefited and improved have been or will be lawfully taken and performed and that for the payment of this Warrant and interest thereon, the City pledges all of its lawful corporate powers.

The Warrant is issued in anticipation of the levy and collection of special assessments and is payable therefrom and from any other monies pledged to the special Account established within the Fund, which Account is hereby dedicated and appropriated to the payment of principal and interest on the Warrant when due.

This Warrant shall be registered as to both principal and interest in the name of the owner on the books of the City kept for that purpose by the Registrar. This Warrant is transferable upon the book of the City by the registered owner or its attorney duly authorized in writing, upon presentation hereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney. Such transfer shall be noted on the reverse side hereof by the Registrar and delivered to the transferee. The City and the Registrar may treat the person in whose name this Warrant is registered as the absolute owner hereof, whether this Warrant is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary.

IN WITNESS WHEREOF, the City has caused its corporate seal to be placed hereon, and this Warrant to be subscribed by the Executive Officer and attested to by its City Administrator as of this ____ day of _____, 2013.

Attest:

_____ _____

City Administrator President, Board of City Commissioners

(S E A L)

(To be printed on reverse of Warrant)

STATE OF NORTH DAKOTA)
) ss.
CITY OF MANDAN)

I hereby certify that the within Warrant is issued pursuant to law and is within the debt limit of the City of Mandan, Morton County, State of North Dakota.

WITNESS my hand as of the ____ day of _____, 2013.

_____
Mandan City Administrator

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within-mentioned Warrant and hereby irrevocably constitutes and appoints _____ _____ attorney-in-fact, to transfer the same on the book of registry with full power of substitution in the premises.

Dated:_____

_____

(To be printed on reverse of Warrant)

NO WRITING HEREON EXCEPT BY THE REGISTRAR

TRANSFER STATEMENT

The Registrar has transferred on the book of registry, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Warrant, except the amounts of principal and interest theretofore paid:

Date of Transfer	Registered Assign	Signature of Registrar

Res. No. 3 - Pending Letter
Added 12-17-13

Starion FINANCIAL

December 17, 2013

Board of City Commissioners
City of Mandan
205 2nd Ave NW
Mandan, North Dakota 58554

Re: City of Mandan, North Dakota
$136,629.78
Sidewalk, Curb and Gutter Warrant of 2013
No. R-1

Dear Commissioners:

Starion Financial, Mandan, North Dakota, hereby offers and agrees to purchase the above Warrant (the "Warrant") at a purchase price of par and issued on the terms and conditions as set forth in the attached form of resolution entitled "Resolution Authorizing Issuance of $136,629.78 Sidewalk, Curb and Gutter Warrant of 2013".

We are purchasing the Warrant for our own investment, and in making our decision to purchase, have made our own inquiry and analysis with respect to the City, its financial condition and other material factors affecting the security for and payment of the Warrant. We understand that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the City or the Warrant is or will be issued, and we do not intend to resell or otherwise dispose of the Warrant or any portion thereof or interest therein, except as permitted by law on a basis of full disclosure to any subsequent holder and subject to applicable securities laws and regulations.

Very truly yours,

STARION FINANCIAL

By: _____

Title: Business Banking Officer

109 First Street NW • P.O. Box 848 • Mandan, ND 58554 • phone: 701-663-6434 • fax: 701-667-1636 • www.starionfinancial.com

Member FDIC

Res. No. 4
-Revised 12-17-13

RESOLUTION

WHEREAS, Pursuant to § 21-09-13(22)(b), Mandan Code of Ordinances, the Board of City Commissioners may establish a fee to be used for park land acquisition and development within the City of Mandan; and

WHEREAS, The Mandan Park District has requested that the Board of City Commissioners establish a fee for said purpose.

NOW, THEREFORE, BE IT RESOLVED That the fees for park land acquisition and development shall be as follows:

a) (1) For each unit in a multi-dwelling unit building $250.00;

(2) For each single family residence $500.00;

(3) For each commercial building $1,000.00.

b) The unit fee shall be paid before the building permit is issued by either the subdivider or the party requesting the building permit. The fees shall be placed in a special fund to be used for park land acquisition or development.

Dated this 17th day of December, 2013.

_____
Arlyn VanBeek, Mayor

ATTEST:

_____
James Neubauer, City Administrator

Res. & Ord. No. 4

RESOLUTION

WHEREAS, Pursuant to § 21-09-13(22)(b), Mandan Code of Ordinances, the Board of City Commissioners may establish a fee to be used for park land acquisition and development within the City of Mandan; and

WHEREAS, The Mandan Park District has requested that the Board of City Commissioners establish a fee for said purpose.

NOW, THEREFORE, BE IT RESOLVED That the fees for park land acquisition and development shall be as follows:

a) (1) For each multi-unit building $250.00;

(2) For each single family residence $500.00;

(3) For each commercial building $1,000.00.

b) The unit fee shall be paid before the building permit is issued by either the subdivider or the party requesting the building permit. The fees shall be placed in a special fund to be used for park land acquisition or development.

Dated this _____ day of _____, 201__.

_____
Arlyn VanBeek, Mayor

ATTEST:

_____
James Neubauer, City Administrator

Park Board Commissioners
Agenda Documentation

Meeting Date: Dec. 17, 2013
Submitting Department: Cole Higlin; Admin
Subject: Green Space Ordinance

Statement/Purpose- The city commission approved the first reading of the land dedication back in Dec. 2012. The motion had a contingency included in it that pending approval from Bismarck. The City of Bismarck has completed their ordinance and approved special assessing the improvement.

Background/Alternatives:

Options:

1. Current Ordinance: $100 per building permit
    a. Increase fees to park fee to $500single family; $250 per multi-unit; $1000 commercial
    b. In 2013 we have received $47,000 ytd with the $100 fee. If the new fees would have been in effect for 2013, we would have generated $240,000.
2. Land Dedication:
    a. 7% land dedication of new developments
    b. Cash in lieu (market value of land)
    c. All developers must meet with park district representatives to determine which option prior to coming before the planning & zoning commission.
    d. City would like to change the strictly Park Ordinance; they would like the land dedication to include city, school, and park needs. A trustee committee would be set up to make recommendations on land vs cash in lieu.
3. Bismarck Ordinance
    a. Land cost and site development cost would be special assessed to the individual lots.
    b. The city would carry the debt of the lots as home sales occur.
    c. Developer and Park would determine site, amenities, and cost incurred and a written agreement between parties would be need to be completed.

Revenue Generate Comparison:

Option #1 with increased fees

100	single family	x	$500= $50,000
(2)	36 plex apartments	x	$250= $18,000
10	commercial	x	$1,000= $10,000
			$78,000

Option # 2(Land Dedication):

Example: Developer brings in 300 acres and purchased it at $10,000 an acre.

- 250 of it is useable property (minus roads and unusable land)
- Park Board would decide land or cash:
    - 7% of 250 acres= 17.5 acres
    - 17.5 acres x10,000 acres= $175,000

Option # 3 (Bismarck Ordinance)

Example: Developer brings in 300 acres times 5 units per acres and purchased it at $10,000 an acre.

- We would determine the amount of land needed to provide a park.
    - As an example we say 4 acres (4 acres x $10,000= $40,000 special assessed)
    - Improvements to the park (irrigation, shelter, playground, etc $250,000)
    - Total assessment for park improvements is $290,000
    - 300 acres x 5 homes per acre=1,500 homes divided by $290,000
        - Each home would be special assessed $193.33

Attachments- YTD permits issued.

Fiscal Impact-

Option # 1 (Fees):

- The fees are simple and straight forward for city staff to implement and support. We tried in 2005, 2008, and again in 2012.
- These funds are restricted in the general fund and are only be used for park development (land, playground equipment, shelters). They cannot be used for operational items or used at Raging Rivers, Golf, DCP, or maintenance.
- The downside of the fee is that we only receive funding and permits as they being taken out by the builder.. If the land west of Sunset Park start development and they state that they are bringing in 300 homes, it might take 5 years to complete. Which in return means it might take 5 years to construct green space in the development
- The fee increase will make it a lot easier to start securing green space compared to the current fee structure.

Option # 2 (Land Dedication):

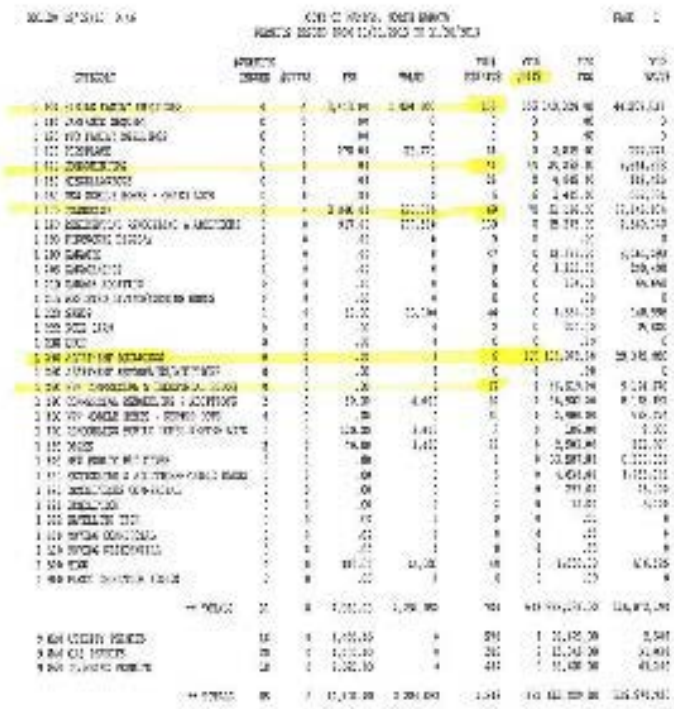
- I support the land dedication and the cash in lieu of.
- It gives us more options to receive land or receive cash. It requires all developers to meet with Parks and Rec staff in advance to determine green space needs.
- We also keep up with inflation and do not have to increase our fees annually which never seem to receive welcome response.
- I realize this is difficult and the last thing the Park District wants to do is stop or slow down development.

Option #3 (Special Assessment):

- The special assessment is another funding source to accomplish the improvements to new developments. The developed area directly pays for the improvement on their tax statements.
- Only concern is sometimes there are cost overruns that we cannot predict and then get passed on to the home owner. I hear many times how taxes and specials are too high.
- I support the City trying to lower the amount of special assessments debt and make the developer have to carry more of the debt of specials.
- I do not support this option.

Recommendation- I recommend approving Option # 1 with the fees as stated. I would also request adding language in the current ordinance that all developers must present their development to park district staff prior to bringing it to Planning and Zoning. This allows us to follow the Comprehensive Plan that we are currently developing.

The Park Board of Commissioners goal is to keep up with growth and provide quality green space and trails to all of the new developments. By no means do we want to slow or stop growth during this great economic boom. I believe it's important to find other revenue sources outside of property taxes to meet the services and demands of our community.



156 x $500 = $78,000

44 x $500 = $22,000

34 x $500 = $34,500

subtotal: $134,500

$357,250 x 25% = $89,250

17 x 1000 = 17,000

$240,750

Res. & Ord. # 5

ORDINANCE NO. 1136

AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF ORDINANCE 1088 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

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

SECTION 1. **AMENDMENT.** Section 21-03-02 of the Mandan Code of Ordinances is amended to read as follows:

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from the A (Agricultural) and CC (Heavy Commercial) zoning and shall be included in R7 (Single-Family Residential) and CA (Light Commercial and Services) zoning namely,

> A replat of Lot A of Lot 3, Block 1, Boutrous Addition of the NE ¼, a portion of the SW ¼ and a portion of the NW ¼ in Section 21 and a portion of the NW ¼ in Section 28, Township 139N, Range 81W in the City of Mandan, Morton County, North Dakota. (Proposed Christianson's First Addition)

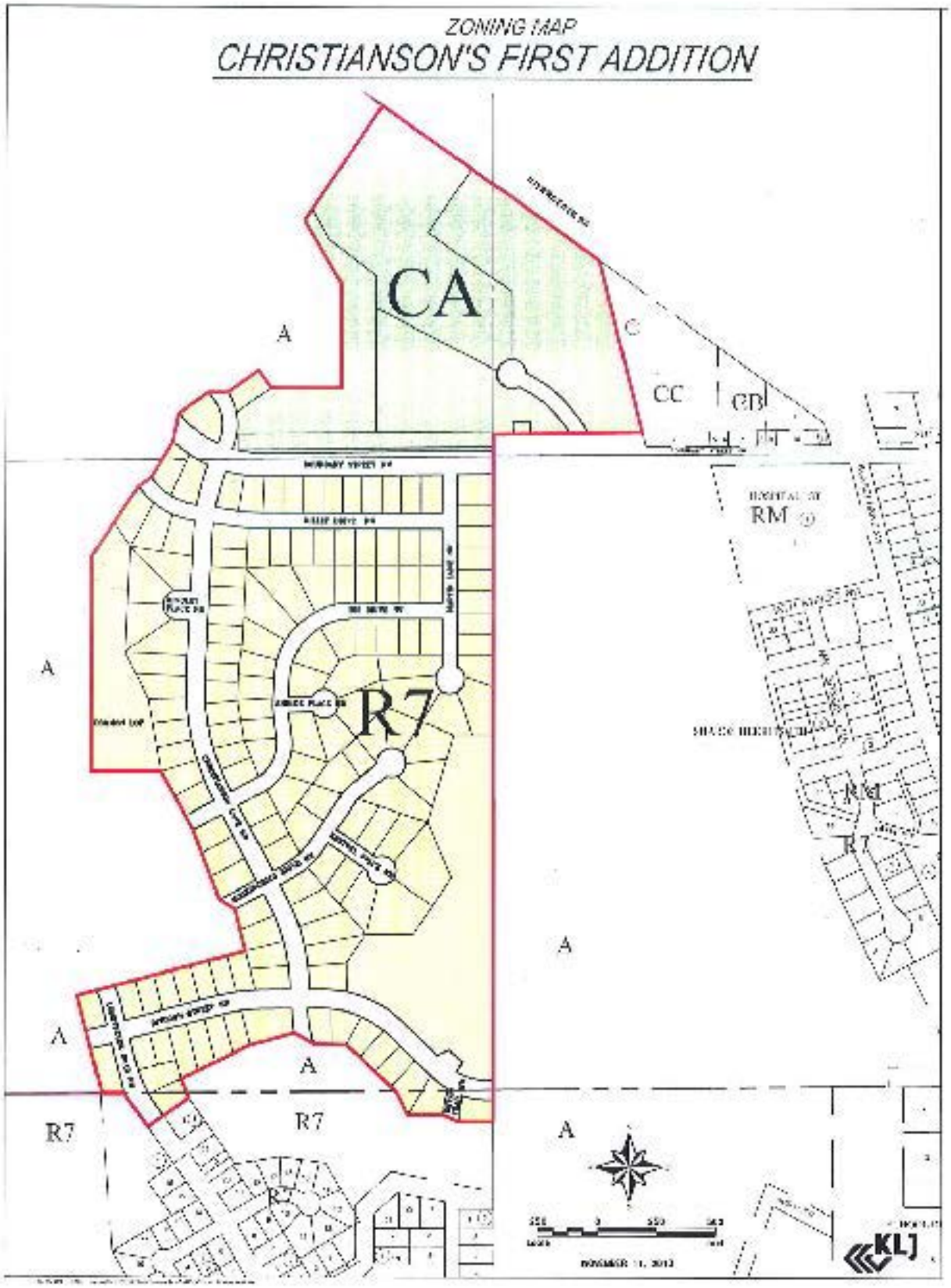
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

_____
President, Board of City Commissioners

Attest:

_____
City Administrator

Public Hearing:	November 25, 2013
First Consideration:	December 17, 2013
Second Consideration and Final Reading:	January 7, 2014
Publication Date:	_____
Recording Date:	_____


ZONING MAP
CHRISTIANSON'S FIRST ADDITION
CA
A
C
CC
CB
RM
R7
A
A
A
A
R7
R7
A
KLJ

Other Business No 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: December 17, 2013
PREPARATION DATE: December 17, 2013
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Fireworks sales within city limits

STATEMENT/PURPOSE: To consider allowing the sale of fireworks within city limits.

BACKGROUND/ALTERNATIVES: In 2006 a Memorandum of Understanding was entered into between the City of Mandan and the Froelich Land Company whereby the city would consider allowing the sale of fireworks at the northeast corner of Collins Ave & Old Red Trail. Currently conditions have not changed surrounding the location and the fireworks operator is requesting to be allowed conduct sales from that location from December 26th through December 31, 2013. The Commission acted earlier this year to allow the setting off of fireworks from 5:00 p.m. December 31 thru 1:00 a.m. January 1st.

The following conditions would apply:

1) Permission from the property owner is obtained – done
2) Proof of collection and remittance of city sales tax has been obtained – done
3) Fuel trucks would have to be relocated off site prior to any sales - agreed
4) Restroom facilities – waiting to hear
5) Ceramic heaters, none flame, will be utilized – agreed
6) Fire extinguishers will be on site – agreed
7) Signs provided by Mandan Police Dept will be posted and handouts provided indicating hours that fireworks can be ignited and violators will be subject to a $75 fine.

ATTACHMENTS: Email from Mr. Hauck

FISCAL IMPACT: unknown at this time

STAFF IMPACT: minimal, depending upon violations

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend that Mr. Hauck be allowed to operate the fireworks stand at the referenced location from December 26th through December 31, 2013, provided he complies with the conditions outlined above.

SUGGESTED MOTION: I move to allow Mr. Hauck be allowed to operate the fireworks stand at the referenced location from December 26th through December 31, 2013, provided he complies with the conditions outlined above.

New Delete Archive Move to Categories

JORDAN HAUCK

Search email

Folders
Inbox 1
Junk
Drafts 1
Sent
Deleted 1
New folder

Quick views
Documents
Flagged
Photos
Shipping updates
New category

(No Subject)

JORDAN HAUCK 8:05 AM
To: Jim Neubauer

From: bigtopguy@live.com
Saved: Tue 12/17/13 8:05 AM
To: Jim Neubauer (jneubauer@cityofmandan.com)

Continue writing | Delete

Mayor Van Beek, commisioners Braun, Frank, Rohr, Tibke, and administrator Neubauer. I come here today to discuss the continued operation of fireworks sales on property currently owned by Froelich Land. The land reffered to is located at the northeast corner of Collins ave. and Old Red Trail intersection. Big Top Fireworks has been leasing this property for over 15 years and I personally have been for a period of six years. In that time we have been required to pay city sales tax on all income generated between the dates of June 27th through July 5th which we have done.

In 2006 the original Amendment to Memorandum of Understanding made between Froelich Land and the City of Mandan states that we follow these conditions, said property must be owned by Froelich Land, the 2006 land zoning does not change, conduct bulsness in a way that complys with the Mandan Fire Department and the International Fire Code, and land surrounding said property must not be developed.

Since the original MOU conditions have not changed in any way.

The said land is currently being used for overflow of fuel tanker trucks owned by MVP and J5 trucking. Arrangements have been made with these companies to remove fuel trucks from property between the dates of December 24th and January 1st.

The structure being used for sales is a 45 foot dry van. This van does have two exits and will be open at all times in case of emergency. Interior is being lit by ten C.F.L. bulbs and heated by 3 ceramic heaters. These heaters do not produce a flame in any way and will be located no closer than 5 feet from product. Electricity will be pulled from a drop down line installed by M.D.U. and Stumpf electric located approximately 150 feet from sales area. Steps to gain access into dry van are metal and do have a handrail which will be well lit. Inside dry van will be 6 multi-purpose kidde fire extinguishers and one water type fire extinguisher.

I ask the commission to allow Big Top Fireworks to conduct bulsness over the New Years holiday in a way that will be safe and benefitial to the residents of the City of Mandan. In addition I thank you for allowing me to continue bulsness in previous years. This bulsness has allowed me to build a home in the City of Mandan and take residence here.

I conclude that of the 5 firework bulsnesses in the area surrounding Mandan 3 of them are owned by Bismarck residence. I am proud to be part of mandan, I live here, I own a small bulsness here, and work full time here.

Thank you for allowing me to speak and i will be happy to answer any questions.

JORDAN HAUCK
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Twitter Sign up
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Larry Froelich

Subject: FW: Big top fireworks

I Lorraine Froelich, Froelich land llp do approve Big Top Fireworks c/o Jordan Hauck, to lease property located at north east corner of highway 1806 and Old Red Trail intersection. Lease period will run from December 26th 2013-December 31st 2013. Fuel delivery trucks will be relocated to J5 property adjacent to above said land.

Froelich Land LLP
Lorraine Froelich